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**COMMUNITY DECLARATION  
FOR  
CASSATA OAKS**

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**COMMUNITY DECLARATION  
FOR  
CASSATA OAKS**

THIS COMMUNITY DECLARATION FOR CASSATA OAKS (this "**Declaration**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by M/I HOMES OF SARASOTA, LLC, a Delaware limited liability company (the "**Declarant**"), joined by CASSATA OAKS COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

**R E C I T A L S**

- A. The Declarant is the record title owner of the real property located in Sarasota County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by this reference ("**CASSATA OAKS**").
- B. The Declarant hereby desires to subject CASSATA OAKS to the covenants, conditions, and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising CASSATA OAKS, and each present and future owner of interests therein and their heirs, successors, and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, the Declarant hereby declares that every portion of CASSATA OAKS is to be held, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges, and liens hereinafter set forth.

- 1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and form a part of this Declaration.
- 2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**ACC**" shall mean the Architectural Control Committee for CASSATA OAKS established pursuant to Section 19.1 hereof.

"**Access Control System**" shall mean any system intended to control access to CASSATA OAKS or any portion thereof, as may be constructed by the Declarant, as determined by the Declarant in its sole discretion. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH ACCESS CONTROL SYSTEM. THE DECLARANT AND THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER (AS DEFINED HEREIN) AND THE OCCUPANT OF EACH HOME (AS DEFINED HEREIN) ACKNOWLEDGES THE DECLARANT AND THE ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE DECLARANT AND THE ASSOCIATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

"**Articles**" shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 17.1 hereof.

**"Association"** shall mean CASSATA OAKS COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

**"CASSATA OAKS"** shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

**"Board"** shall mean the Board of Directors of the Association.

**"Buffers"** shall mean all natural buffers, perimeter buffers, landscape buffers, buffer easements, internal buffers, and/or other similar buffer-related areas within CASSATA OAKS shown on the Plat(s), site plans, or otherwise to the extent same are existing within CASSATA OAKS. The Buffers will be maintained by the Association; provided, however, certain portions of the Buffers will be located within individual Lots.

**"Builder"** means any person or entity, other than the Declarant, who is approved as a "Builder" by the Declarant in writing. Such written approval of a Builder by the Declarant may be, but need not be, evidenced by an instrument recorded in the Public Records (as defined herein) at the Declarant's option. The term "Builders" shall collectively refer to all persons or entities meeting the definition of "Builder" as provided herein. The Declarant hereby designates and approves MPS as a "Builder" under the Governing Documents. Subject to the terms hereof, the rights, easements, exemptions, and authorizations afforded to Builders in the Governing Documents shall extend through Turnover and shall survive so long as a Builder owns any property within CASSATA OAKS.

**"Bylaws"** shall mean the Bylaws of the Association in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

**"City"** shall mean the City of Venice, Sarasota County, Florida.

**"Common Areas"** shall mean any and all real property interests and personalty within CASSATA OAKS designated as Common Areas from time to time by the Declarant, by a Plat (as defined herein), by this Declaration, or by a recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners. The Common Areas may include, without limitation, private roadways, the Access Control System, the SWMS (as defined herein), any Wetland Conservation Areas (as defined herein), Mail Delivery Center(s) (as defined herein), certain Buffers, certain Perimeter Walls/Fences (as defined herein), sign monuments, entrance features, landscaped areas, open space areas, rights of way, certain sidewalks, street lights, and commonly used utility facilities. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. As detailed in this Declaration and/or the Plat(s), although the Buffers, SWMS, and Perimeter Walls/Fences will be maintained by the Association as if same were Association-owned Common Area, certain Buffers, SWMS, and Perimeter Walls/Fences or portions thereof will be located within individual Lots.

**"Community Completion Date"** shall mean the date upon which all Homes, as ultimately planned and as fully developed, have been conveyed by the Declarant and/or Builders to Owners.

**"Community Standards"** shall mean such architectural and design standards, if any, established by the Declarant or the Board pursuant to Section 19.5 hereof.

**"Contractors"** shall have the meaning set forth in Section 19.12.2 hereof.

**"County"** shall mean Sarasota County, Florida.

**"Declarant"** shall mean M/I HOMES OF SARASOTA, LLC, a Delaware limited liability company or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as the Declarant in a written instrument, which the immediately preceding Declarant executes. The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. The Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. Except as otherwise provided in the instrument of assignment, in the event of a partial assignment of some, but not all, of the Declarant's rights and/or obligations, the assignee shall not be deemed the Declarant hereunder (unless expressly provided in such partial assignment), but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant assigned to such assignee.

**"Declaration"** shall mean this COMMUNITY DECLARATION FOR CASSATA OAKS, together with all amendments, supplements, and modifications thereof.

**"Electronic Transmission"** shall mean any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions, and text that is sent via electronic mail between computers. Electronic Transmission may be used to communicate with only those members of the Association who consent in writing to receiving notice by Electronic Transmission. Consent by a member to receive notice by Electronic Transmission shall be revocable by the member only by delivery of written notice to the Board.

**"Estate Lot"** shall mean, individually, each of Lots 1E, 2E, 3E, 4E, 5E, 6E, 7E, 8E, 9E, and 10E, each as depicted on the Plat of CASSATA OAKS, according to the Plat thereof, as recorded Plat Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records. The term **"Estate Lots"** means collectively Lots 1E, 2E, 3E, 4E, 5E, 6E, 7E, 8E, 9E, and 10E as depicted on the Plat of CASSATA OAKS recorded Plat Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records.

**"Governing Documents"** shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations (as defined herein), the Community Standards, and any applicable Supplemental Declaration (as defined herein) all as amended from time to time.

**"Home"** shall mean a residential dwelling and appurtenances thereto constructed on a Lot within CASSATA OAKS. The term Home may not reflect the same division of property as reflected on the Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

**"Individual Assessments"** shall have the meaning set forth in Section 17.2.5 hereof.

**"Initial Contribution"** shall have the meaning set forth in Section 17.11 hereof.

**"Installment Assessments"** shall have the meaning set forth in Section 17.2.1 hereof.

**"Lender"** shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) the Declarant and/or its affiliates, designees, or agents to the extent the Declarant and/or its affiliates, designees, or agents finances the purchase of a Lot initially or by assignment of an existing mortgage.

**"Lessee"** shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any Home within CASSATA OAKS.

**“Lot”** shall mean any platted lot shown on the Plat(s). The term “Lot” includes any interest in land, improvements, or other property appurtenant to the Lot, including, without limitation, a Home.

**“Master Plan”** shall mean collectively any full or partial concept plan for the development of CASSATA OAKS, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by the Declarant as to the development of CASSATA OAKS, as the Declarant reserves the right to amend all or part of the Master Plan from time to time.

**“MPS”** shall mean MPS DEVELOPMENT AND CONSTRUCTION, LLC, a Florida limited liability company. For so long as MPS owns any Lot, MPS shall be deemed both an “Owner” and a “Builder” under this Declaration. Further, for so long as MPS owns any Lot, or has any contractual right to purchase a Lot or construct a Home on a Lot, MPS shall (i) have the rights, easements, and authorizations expressly granted to Builders and MPS in the Governing Documents, and (ii) agree and be deemed to have agreed, on behalf of itself and its successors and assigns, to comply with the Governing Documents (including, without limitation, all requirements for Builders in this Declaration).

**“Neighborhood”** shall mean and refer to a group of Lots designated as a separate Neighborhood. A Neighborhood may be comprised of more than one housing type and may include noncontiguous Lots and/or Homes. Neighborhoods may be designated by an amendment to this Declaration or by a Supplemental Declaration.

**“Neighborhood Assessments”** shall mean and refer to Assessments levied against Lots in a particular Neighborhood to fund Neighborhood Expenses, as described in Section 17.2.6.

**“Neighborhood Expenses”** shall mean and refer to the actual and estimated expenses (if any) which the Association incurs or expects to incur for the benefit of Lots within a particular Neighborhood, which may include a reasonable reserve for capital repairs and replacements and/or a reasonable administrative charge, as authorized pursuant to this Declaration or in the Supplemental Declaration(s).

**“Notice of Proximity”** shall mean the Notice of Proximity and Use Restrictions recorded in the Public Records as Instrument # \_\_\_\_\_, a copy of which is attached hereto as **Exhibit 5**.

**“Operating Expenses”** shall mean all actual and estimated costs and expenses of operating the Association, as provided herein. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas and other areas maintained by Association, including, without limitation, private roadways, the SWMS, any Wetland Conservation Areas, the Access Control System, Mail Delivery Center(s), Buffers, and Perimeter Walls/Fences; all costs incurred by the Association in connection with enforcing or compliance with the Notice of Proximity and/or Zoning Regulations; all amounts payable by the Association under the terms of this Declaration; all costs of community lighting including any street lighting, up-lighting, and/or entrance lighting; all amounts payable in connection with any private lighting agreement between the Association and a utility provider or Private Light Provider (as defined herein), if any; all amounts payable in connection with irrigation costs incurred by the Association for Common Area irrigation; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or the Declarant, if any; amounts payable to a Telecommunications Provider (as defined herein) for Telecommunications Services (as defined herein) furnished to Owners, if any; costs of utilities; taxes; insurance; bonds; salaries; management fees; professional fees; pest control costs (as applicable); service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events and activities; and any and all costs relating to the discharge of the Association's obligations hereunder, or otherwise as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration or the other Governing Documents. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves (as defined herein). In addition, if any of the items identified in this paragraph as

possible Operating Expenses are included as Neighborhood Expenses, the same shall not be included in Operating Expenses.

**“Owner”** shall mean the record title owner (whether one or more persons or entities) of fee simple title to any Lot, except the term “Owner” shall not include the Declarant, even after the Turnover Date.

**“Parcel”** shall mean a platted or unplatted lot, tract, unit, or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Lot.

**“Perimeter Walls/Fences”** shall mean any perimeter walls or fences within CASSATA OAKS, and any associated berm upon which any such perimeter wall and/or fence is located. As detailed in this Declaration and/or the Plat(s), although Perimeter Walls/Fences will be maintained by the Association as if same were Association-owned Common Area, certain portions of the Perimeter Walls/Fences will be located within individual Lots.

**“Permit”** shall collectively mean Permit No. [REDACTED] issued by SWFWMD (as defined herein), a copy of which is attached hereto as **Exhibit 4**, as amended or modified from time to time.

**“Permitted User”** individually shall mean an Owner, Lessee, or other occupant of the Home, and their respective guests, and invitees, and **“Permitted Users”** shall collectively mean all of the foregoing.

**“Plat”** shall mean any plat of any portion of CASSATA OAKS filed in the Public Records (as defined herein), from time to time. This definition shall be automatically amended to include any replat or the plat of any additional phase of CASSATA OAKS, as such phase is added to this Declaration.

**“Public Records”** shall mean the Public Records of Sarasota County, Florida.

**“Resale Contribution”** shall have the meaning set forth in Section 17.12 hereof.

**“Reserves”** shall have the meaning set forth in Section 17.2.4 hereof.

**“Rules and Regulations”** shall mean the Rules and Regulations governing CASSATA OAKS as adopted from time to time. Amendments to the Rules and Regulations may be adopted separately by the Declarant or the Board, as applicable, pursuant to the requirements for adopting amendments to the Declaration as provided in Section 4 below. Nothing herein shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of CASSATA OAKS from containing additional restrictions or provisions that are more restrictive than the Rules and Regulations. The Board shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations. The Rules and Regulations may be incorporated in the Community Standards or may be adopted separately by the Declarant or the Board, as applicable. Notwithstanding anything contained herein to the contrary, the Rules and Regulations shall not apply to the Declarant or its designees, or to any property owned by the Declarant or its designees, and shall not be applied in a manner that would prohibit or restrict the development or operation of CASSATA OAKS or adversely affect the interests of the Declarant or its designees.

**“SFD Standard Lots”** shall mean and refer to Lots 1 through 50, inclusive, of the Plat of CASSATA OAKS, according to the Plat thereof, as recorded Plat Book \_\_\_\_, Page \_\_\_\_, of the Public Records. The term **“SFD Standard Lots”** means collectively Lots 1 through 50 as depicted on the Plat of CASSATA OAKS recorded Plat Book \_\_\_\_, Page \_\_\_\_, of the Public Records.

**“Special Assessments”** shall mean those Assessments more particularly described as Special Assessments in Section 17.2.2 hereof.

**“Supplemental Declaration”** shall mean and refer to an instrument filed in the Public Records pursuant to Section 5.1, which subjects additional property to this Declaration, designates Neighborhoods or service areas, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership, with such rights, privileges, and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

**“Surface Water Management System”** or **“SWMS”** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded, or obstructed. This term includes exfiltration trenches, mitigation areas, swales, drainage basins, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage easements and those works defined in Section 373.403, Florida Statutes (2024). The SWMS includes those works authorized by SWFWMD pursuant to the Permit. The SWMS will be maintained by the Association as part of (or as if it were) Common Area; provided, however, certain portions of the SWMS will be located within individual Lots.

**“SWFWMD”** shall mean the Southwest Florida Water Management District.

**“Telecommunications Provider”** shall mean any party contracting with the Association and/or the Declarant to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers.

**“Telecommunications Services”** shall mean any delivered entertainment services, if and to the extent provided, or none at all; all services that are typically and in the future identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services may include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

**“Title Documents”** shall have the meaning set forth in Section 24.8 hereof.

**“Turnover”** shall mean the transfer of operation of the Association by the Declarant to Owners, as further detailed in Section 7.3.2 hereof.

**“Turnover Date”** shall mean the date on which transition of control of the Association from the Declarant to Owners occurs.

**“Use Fees”** shall have the meaning set forth in Section 17.2.3 hereof.

**“Voting Interest”** shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel, which shall include the voting interests of the Declarant.

**“Wetland Conservation Areas”** shall have the meaning set forth in Section 25.4 herein. Wetland Conservation Areas (if any) will be part of the Common Areas and will be maintained by the Association.

**“Zoning Regulations”** shall mean the regulations, conditions, and restrictions set forth in Ordinance No. 2024-15, as may be amended or modified, and for so long as such Zoning Regulations are in effect and applicable to CASSATA OAKS.

### 3. Plan of Development.

3.1 Plan. The planning process for CASSATA OAKS is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents and other Agreements (as defined herein), the Declarant may and has the right to develop CASSATA OAKS and adjacent property owned by the Declarant into residences, comprised of homes,



villas, coach homes, townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, rental homes, and other forms of residential dwellings as determined by the Declarant in its sole discretion. The existence at any point in time of walls, fences, landscape screens, buffers, or berms is not a guaranty or promise that such items will remain or form part of CASSATA OAKS as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for CASSATA OAKS which may be supplemented by additional covenants, restrictions, and easements applicable to any portion of CASSATA OAKS. Nothing in this Section shall preclude any Supplemental Declaration, amendment, or other recorded covenants applicable to any portion of CASSATA OAKS from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. Except as otherwise expressly set forth herein, all provisions of the Governing Documents shall apply to all Owners and Permitted Users. Any lease agreement for a Home shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration.

3.3 Conflicts; Interpretation. If there is any conflict between the Declaration, the Articles, the Bylaws, and the provisions of Florida law as it exists as of the date of recording this Declaration, then the provisions of Florida law as it exists as of the date of recording this Declaration, the provisions of the Declaration, the Articles, and the Bylaws, in that order, shall prevail. Without limitation of the foregoing, if any part of this Declaration violates applicable law, the applicable law will control. In such case, however, the rest of this Declaration shall remain in full force and effect. Further, without limiting the generality of the foregoing, if any part of the Declaration is not enforceable in accordance with its terms or would render other parts of the Declaration unenforceable, the unenforceable part shall be judicially modified (or shall be deemed modified), if at all possible, to come as close as possible to the expressed intent of such part without jeopardizing other parts of the Declaration, and then is to be enforced as so modified. If the unenforceable part cannot be so modified, such part shall be unenforceable and considered null and void in order that the paramount goal that the Declaration is to be enforced to the maximum extent possible strictly in accordance with its terms can be achieved. By way of example and not limitation, if any use restriction in Section 12 hereof is determined to violate applicable law, only such violate provision shall be deemed modified to come as close as possible to the expressed intent of such restriction (if possible).

3.4 Site Plans and Plats. Site plans, construction plans, and/or the Plat may identify some of the Common Areas. The description of the Common Areas on the Plat, site plans, or construction plans is subject to change and the notes on a Plat, construction plan, and/or site plans are not a guarantee of what improvements will be constructed as Common Areas. Site plans and renderings used by the Declarant and/or Builders in their marketing efforts may illustrate the types of improvements that may be constructed as Common Areas or other portions of CASSATA OAKS, but such site plans or other depictions are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat or any site plans or other renderings used for illustration purposes as this Declaration governs the rights and obligations of the Declarant and Owners with respect to the Common Areas. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity, to replat all or any part of CASSATA OAKS owned by the Declarant (or with the joinder of the record title owner) or to reconfigure any Lot or other land owned by the Declarant (or with the joinder of the record title owner), for purposes including, without limitation, extending or relocating any right-of-way shown on the Plat or converting any Lot or portion thereof to use as a right-of-way. Except for applicable governmental approvals (if any) and except for the consent of the record title owner of such lands, if the record title owner is not the Declarant, no consent shall be required to replat any part of CASSATA OAKS or to reconfigure any Lot for any such purposes.

### 3.5 Rentals.

3.5.1 General Disclosure/Disclaimer. From time to time, the Declarant, its affiliates, and/or third party investors may market and/or sell Homes to investors or to buyers who may not occupy their Homes as their primary residence. In addition, the Declarant, its affiliates, and/or third party investors may own Homes and may lease such Homes to occupants, including Lessees, that



are not the record title owners of the Home. Consequently, Homes may be leased to or occupied by persons other than the record title owner of such Home. Notwithstanding anything contained herein to the contrary, there are no restrictions in this Declaration that (i) limit the total number of Homes that can be leased; (ii) require the record title owner of a Home to reside in the Home as a primary or secondary residence; or (iii) require the record title owner of a Home to occupy the Home for a specified period of time before such record title owner can rent it to a third party.

**3.5.2 Builder-Owned Rentals.** Notwithstanding anything contained herein to the contrary, to the extent a Builder owns any Home which is then leased to or occupied by persons other than such Builder, then in such event and as to such leased Home, commencing with the start of the first lease term by a Lessee in exchange for the payment of rent, all rights and exemptions granted to such Builder hereunder shall cease with respect to the applicable Lot(s), the applicable Lot(s) shall not be deemed a "Spec Lot(s)" for purposes of this Declaration, and such former "Builder" shall thereafter be an "Owner" only with respect to such leased Home(s) hereunder.

**3.6 Neighborhood Designation.** Certain Lots may be located within a Neighborhood. This Declaration or a Supplemental Declaration may designate Homes, Lots, or Parcels to a Neighborhood (by name, tract, or other identifying designation), which Neighborhood may be then existing or newly created. The Declarant may amend this Declaration or any Supplemental Declaration to re-designate Neighborhood boundaries. The following Neighborhoods are initially hereby designated:

**3.6.1** All SFD Standard Lots are hereby designated as the "**SFD Standard Lot Neighborhood**"; and

**3.6.2** All Estate Lots are hereby designated as the "**Estate Lot Neighborhood**".

**3.7 Zoning Regulations.**

**3.7.1 Generally.** BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER IS DEEMED TO HAVE UNDERSTOOD, ACKNOWLEDGED, AND AGREED TO THE ZONING REGULATIONS. EACH OWNER FURTHER ACKNOWLEDGES AND AGREES THAT BY ACCEPTING A DEED TO A LOT, SUCH OWNER IS RESPONSIBLE FOR ENSURING ALL OF ITS LESSEES AND OTHER PERMITTED USERS COMPLY WITH ALL REQUIREMENTS AND RESTRICTIONS UNDER THE ZONING REGULATIONS AND NOTICE OF PROXIMITY. WITHOUT LIMITATION OF THE FOREGOING, THE ASSOCIATION SHALL HAVE THE RIGHT (BUT NOT THE OBLIGATION) TO ENFORCE ANY AND ALL REGULATIONS AND RESTRICTIONS SET FORTH IN THE ZONING REGULATIONS AND/OR THE NOTICE OF PROXIMITY AS IF SUCH REGULATIONS AND RESTRICTIONS WERE INCLUDED WITHIN THIS DECLARATION AND MADE PART OF THE GOVERNING DOCUMENTS. If there is any conflict between the Governing Documents and the applicable Zoning Regulations (so long as such Zoning Regulations are applicable to CASSATA OAKS), then the provisions of Florida law as it exists as of the date of recording this Declaration, the provisions of the applicable Zoning Regulations shall prevail.

**3.7.2 Additional Restrictive Covenants.** In accordance with the Zoning Regulations, and subject to the terms and conditions of Section #7 detailed in the Zoning Regulations, the following additional restrictions are imposed upon all property within CASSATA OAKS:

**3.7.2.1** No fireworks may be discharged within CASSATA OAKS. No drones or similar unmanned aircraft may be flown or utilized within CASSATA OAKS.

**3.7.2.2** No outdoor fires or similar activities which cause excessive smoke are permitted within CASSATA OAKS. Grills and managed recreational-use fire pits are allowed so long as they do not cause excessive smoke and are utilized in accordance with all Rules and Regulations.

3.7.2.3 No outdoor loud speakers may be utilized within the backyard or rear portion of any Estate Lot.

3.7.2.4 The 100-foot natural buffer along the southern boundary of CASSATA OAKS shall be maintained at a minimum seventy percent (70%) opacity in accordance with the Zoning Regulations and City requirements. Owners shall not cut any trees within such natural buffer area. The Association shall maintain all buffers within CASSATA OAKS in accordance with the Zoning Regulations and City requirements, including without limitation, any natural buffer located within a Lot.

#### 4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, prior to the Community Completion Date, any amendment to this Declaration or the other Governing Documents shall require the prior written consent of the Declarant. Further notwithstanding any other provision herein to the contrary, no amendment to this Declaration or the other Governing Documents shall adversely affect any rights, privileges, authorizations, or easements granted or reserved in the Governing Documents to Declarant, Declarant's affiliates or assignees, or Builders, unless such amendment receives the prior written consent of Declarant (or in the case of affected Builders, any Builder who owns any property within CASSATA OAKS). No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments to this Declaration must comply with Section 25.2, which benefits SWFWMD. To the extent required by the County (if and as applicable), any amendment to this Declaration which would affect the Surface Water Management System within CASSATA OAKS must have the prior written approval of the Sarasota County Engineer or his/her authorized designee. No amendment to this Declaration shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Lot irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that the Declarant and the Association have the broad right to amend this Declaration and the other Governing Documents, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein.

4.3 Amendments Prior to the Turnover. Prior to Turnover, the Declarant shall have the right to amend this Declaration, the Community Standards, and/or the Rules and Regulations as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein. Such amendments may include, without limitation, (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of CASSATA OAKS; (ii) additions or deletions from CASSATA OAKS and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in the Community Standards; (v) changes in maintenance, repair, and replacement obligations of the Association and/or Owners; (vi) modifications of the use restrictions for Homes; and (vii) designation (and re-designation) or modification of Neighborhoods. The Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, the Declarant may create easements over, under, and across Lots conveyed to Owners provided that such easements do not prohibit the use of Homes on such Lots as residential dwellings. In the event the Association shall desire to amend this Declaration, the Community Standards, and/or the Rules and Regulations prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for adopting amendments after the Turnover as provided in Section 4.4 below. The Declarant shall join in the identical amendment to the Declaration so that its consent to the same will be reflected in the Public

Records. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

4.4 Amendments after the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. After the Turnover, the Community Standards and the Rules and Regulations may be amended with the approval of a majority of the Board, subject to the rights of Declarant set forth herein; provided, however, until the Community Completion Date, the Declarant shall have the right to approve the Community Standards and any amendments thereto, which approval may be granted or denied in its sole discretion. Notwithstanding any other provision herein to the contrary, no amendment to any of the Governing Documents shall affect any rights or approvals of the Declarant, or affect Declarant's or an authorized Builder's ability to construct, market, lease or sell Homes, or otherwise adversely affect the marketability of Lots or any other property within CASSATA OAKS owned by Declarant or a Builder, unless such amendment receives the prior written consent of the Declarant or such affected Builder (as applicable), which consent may be withheld for any reason whatsoever.

4.5 Compliance with HUD, FHA, VA, FNMA, GNMA, and SWFWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD, or any other governmental agency or body as a condition to, or in connection with, such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to Section 4.1 of this Declaration, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party, shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

## 5. Annexation and Withdrawal.

5.1 Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of CASSATA OAKS by the Declarant. Except for applicable governmental approvals (if any) and except for the consent of the record title owner of such additional lands if such record title owner is not the Declarant, no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners, or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of CASSATA OAKS. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by the Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Community Completion Date, only the Declarant may add additional lands to CASSATA OAKS.

5.2 Annexation by the Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

5.3 Withdrawal. Prior to the Community Completion Date, any portions of CASSATA OAKS (or any additions thereto) may be withdrawn by the Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of the Declarant to withdraw portions of CASSATA OAKS shall not apply to any Lot that has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. Except for applicable governmental approvals (if any) and except for the consent of the record title owner of such lands proposed to be withdrawn (if such record title owner is not the Declarant), no consent to such withdrawal shall be required from any other party (including, but not limited to, the Association, Owners, or any Lenders). The Association shall have no right to withdraw land from CASSATA OAKS.

5.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

6. Dissolution.

6.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days thereafter, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. If the Association ceases to exist, the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code (2024), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved in writing by SWFWMD prior to such termination, dissolution, or liquidation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, CASSATA OAKS and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section only shall apply with regard to the maintenance, operation, and preservation of those portions of CASSATA OAKS that had been Common Areas and continue to be so used for the common use and enjoyment of the Declarant and Owners.

7. Binding Effect and Membership.

7.1 Term. Subject to the Declarant's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the Public Records, with said covenants otherwise preserved and revitalized for successive terms in accordance with Florida Statutes, Chapters 720 and 712, as amended from time to time. Alternatively, following the Community Completion Date, the members of the Association may terminate this Declaration by an instrument signed by an officer of the Association on behalf of eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration recorded in the Public Records. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

7.2 Transfer. The transfer of the fee simple title to a Lot, whether voluntary or by operation of law, terminating an Owner's title to that Lot, shall terminate the rights to use and enjoy the Common Areas and shall terminate such Owner's membership in the Association with respect to such Lot. An Owner's rights and privileges under this Declaration are not assignable separately from a Lot. The record title owner of a Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon, its predecessor in title pursuant to the provisions of this Declaration. The transferor of any Lot shall remain jointly and severally liable with the transferee for all obligations pursuant to this Declaration with respect to such Lot that accrue prior to the date of such transfer, including, without limitation, payment of any and all Assessments accruing with respect to such Lot prior to the date of transfer.

7.3 Membership and Voting Rights. In addition to the Declarant, upon acceptance of title to a Lot, and as more fully provided in the Articles and the Bylaws, each Owner shall be a member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles, and the Bylaws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Lot. The Declarant rights with respect to membership in the Association are set forth in this Declaration, the Articles, and the Bylaws. The Association shall have the following two (2) classes of voting membership:

7.3.1 Class A Members. Class A members shall be all Owners. Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

7.3.2 Class B Member. The Declarant shall be the Class B member and shall be entitled to nine (9) votes for each Lot owned by the Declarant; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel owned by the Declarant, until such time as the Parcel is platted, whereupon the Declarant shall be entitled to nine (9) votes per Lot owned by the Declarant in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall be entitled to one (1) vote for each Lot owned by the Declarant. "Turnover" shall mean the transfer of operation of the Association by the Declarant to Owners. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. The purpose of the Turnover meeting is to elect a majority of the Board. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

7.3.2.1 When ninety percent (90%) of the total Lots ultimately planned for CASSATA OAKS are conveyed to members other than the Declarant; provided, however, for purposes of establishing the date required for Turnover, the term "members other than the Declarant" shall not include Builders, contractors, or others who purchase a Lot or Parcel for the purpose of constructing Homes for resale;

7.3.2.2 When the Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur; or

7.3.2.3 As otherwise required by Section 720.307, Florida Statutes (2024).

7.4 Document Recordation Prohibited. Neither the Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of the Declarant or conflict with the provisions of this Declaration or the other Governing Documents.

7.5 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws, or any of the other Governing Documents, this Declaration shall control.

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, the Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of CASSATA OAKS for various public purposes or for the provision of telecommunications systems, or to make any portions of CASSATA OAKS part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of CASSATA OAKS. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. THE DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS, AT ANY TIME, WITHOUT NOTICE AND AT ITS SOLE DISCRETION.

9. Common Areas.

9.1 General. The Common Areas shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. The Declarant shall have the right to use and access the Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas unless and until same are actually constructed, completed, and conveyed or dedicated to the Association. Prior to the Community Completion Date, the Declarant reserves the absolute right, on behalf of itself and its assigns and designees, to add to, delete from, or modify any of the Common Areas referred to herein at its sole discretion without notice. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements.

9.2 Construction of Common Areas and Improvements. The Declarant anticipates it will construct certain improvements as part of the Common Areas as the Declarant determines in its sole discretion. The Declarant shall be the sole judge of the composition of any Common Area improvements. Prior to the Community Completion Date, the Declarant reserves the absolute right to construct (or cause to be constructed) additional Common Area improvements within CASSATA OAKS, from time to time, in its sole discretion, and to remove, add to, modify, and change the boundaries, facilities, and improvements now or then part of the Common Areas. The Declarant is the sole judge of the Common Area improvements constructed by the Declarant or its agents, assigns, or designees, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes, or changes or modifications to any of them.

9.3 Use of Common Areas by Declarant. Until the Community Completion Date, the Declarant shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by the Declarant.

9.4 Conveyance.

9.4.1 Generally. The Common Areas may be designated by the Plat(s), created by this Declaration (or amendment to the Declaration) or a Supplemental Declaration, or in the form of easements, or conveyed to the Association by Quitclaim Deed, or other instrument of conveyance, as determined by the Declarant in its sole and absolute discretion. The Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations, and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. The Association shall, and does hereby, indemnify and hold the Declarant harmless on account thereof. The Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Association shall accept any and all transfer of permits from the

Declarant, or any other permittee authorized by Declarant, of any permit required by a governmental agency in connection with the development of CASSATA OAKS, as modified and/or amended. The Association shall cooperate with the Declarant or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents, or consents required to effectuate any such transfer of permits to the Association. Such obligations of the Association to cooperate with the Declarant and other permittees shall survive the Turnover. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSES, AND WITHOUT ANY REPRESENTATION OR WARRANTIES REGARDING FUTURE REPAIR OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS EXCEPT AS SET FORTH HEREIN. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of the Declarant and each Owner granting access to their respective Lots.

**9.4.2 Common Area Reservations.** The Common Areas shall be subject to the following provisions:

**9.4.2.1** a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

**9.4.2.2** matters reflected on the Plat(s);

**9.4.2.3** perpetual non-exclusive easements in favor of the Declarant, Declarant's affiliates and assigns, and Builders (subject to Declarant's approval) in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping, and/or drainage, without charge, including, without limitation, the right to use such Common Areas for construction vehicles and equipment. These easements shall run in favor of the Declarant, its employees, representatives, agents, licensees, guests, invitees, successors, and/or assigns, and Builders and their agents, licensees, guests, and invitees;

**9.4.2.4** all restrictions, easements, covenants, and other matters of record;

**9.4.2.5** in the event the Association believes that the Declarant has failed in any respect to meet the Declarant's obligations under this Declaration or has failed to comply with any of the Declarant's obligations under law, or the Common Areas conveyed herein are defective in any respect, the Association shall give written notice to the Declarant detailing the alleged failure or defect. Once the Association has given written notice to the Declarant pursuant to this Section, the Association shall be obligated to permit the Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by the Declarant to respond to such notice at all reasonable times. The Association agrees that any inspection, test, and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of the Declarant to repair or address, in the Declarant's sole option and expense, any aspect of the Common Areas deemed defective by the Declarant during its inspections of



the Common Areas. The Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage the Declarant; and

9.4.2.6 a reservation of right in favor of the Declarant to require that the Association re-convey all or a portion of the Common Areas by Quitclaim Deed in favor of the Declarant in the event that such property is required to be owned by the Declarant for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise. To the extent legally required, the Association and each member of the Association shall be deemed to have granted to the Declarant an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

9.5 Operation after Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or any portion of the Common Areas to a third party without (i) if prior to the Turnover, the approval of (a) a majority of the Board; and (b) the consent of the Declarant; or (ii) from and after the Turnover, approval of (x) a majority of the Board; and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

9.6 Paved and Concrete Common Areas. The Common Areas may contain certain paved or concrete areas. Without limiting any other provision of this Declaration, and subject to the Owner's maintenance obligations as provided in Section 11 below, the Association is responsible for the maintenance, repair, and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including, but not limited to, the private roadways, any parking areas, pathways, bicycle paths, and community sidewalks (if any). Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to paved or concrete surfaces in the event that such Owner's negligent or willful acts (or the negligent or willful acts of such Owner's Permitted Users) caused such damage to any paved or concrete surfaces. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner (or the negligent or willful acts of such Owner's Permitted Users) shall subject the Owner to an Individual Assessment for such costs.

9.7 Delegation. Once conveyed or dedicated to the Association, the Common Areas and improvements located thereon shall at all times be under the complete supervision, operation, control, and management of the Association, as applicable. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. The Association shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that Common Area is created by easement, the Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities, and legal entities (who may, but are not required to, be members of the Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, the Declarant, and thereafter, the Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or legal entities, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

**9.8.2 Right to Allow Use.** The Declarant and/or the Association (with the consent of the Declarant prior to the Turnover Date) may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, any Private Light Provider, the Association, and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of the Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

**9.8.3 Obstruction of Common Areas.** No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted herein or otherwise permitted by the Declarant or the Association.

**9.8.4 Assumption of Risk.** Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility, on behalf of such Owner and its Permitted Users, for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides, and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within CASSATA OAKS; and (v) design of any portion of CASSATA OAKS. Each Owner also expressly indemnifies and agrees to hold harmless the Declarant, the Association, and their respective employees, directors, representatives, officers, agents, affiliates, shareholders, members, partners, and attorneys (collectively, "**Indemnified Parties**") from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessionals' fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including, without limitation, any retention/detention areas, or areas adjacent to any water body, do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE COMMON AREAS, AND AREAS IN THE VICINITY OF THE COMMON AREAS, MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH PERMITTED USER IS RESPONSIBLE FOR THEIR OWN SAFETY. THE DECLARANT AND THE ASSOCIATION MAKE NO REPRESENTATION WHATSOEVER AS TO THE TYPE, NATURE, OR NUMBER OF WILDLIFE PRESENT WITHIN OR AROUND CASSATA OAKS.

**9.8.5 Owners' Obligation to Indemnify.** Each Owner agrees to indemnify and hold harmless the Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the Common Areas by Permitted Users. Should any Permitted User bring suit against the Declarant, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Permitted User shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessionals' fees at trial and upon appeal.

**9.8.6 Retention/Detention Areas.** NEITHER THE DECLARANT NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN CASSATA OAKS; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH

LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT OR THE ASSOCIATION THAT WATER LEVELS, OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN CASSATA OAKS.

## 9.9 Rules and Regulations.

9.9.1 Generally. Prior to Turnover, the Declarant, and thereafter the Board, shall have the right (but not the obligation) to adopt Rules and Regulations governing the use of the Common Areas or any other portions of CASSATA OAKS. Rules and Regulations and any amendment(s) thereto need not be recorded in the Public Records. The Common Areas and other applicable portions of CASSATA OAKS shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder, if any.

9.9.2 Declarant Not Subject to Rules and Regulations. Notwithstanding any other provision in this Declaration to the contrary, the Rules and Regulations shall not apply to the Declarant or to Builders as approved by Declarant, or to any property owned by the Declarant, and shall not be applied in a manner that would prohibit or restrict the development or operation of CASSATA OAKS or adversely affect the interests of the Declarant and/or Builders. Without limiting the foregoing, the Declarant, Builders, and/or their respective agents, contractors, and assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas, and related improvements within CASSATA OAKS, and make any additions, alterations, improvements, or changes thereto as approved and determined by Declarant in its sole discretion; (ii) maintain sales offices (for the sale and/or leasing of (a) Lots and Homes and (b) residences and properties located outside of CASSATA OAKS if and as approved by the Declarant), general office and construction operations within CASSATA OAKS; (iii) place, erect or construct portable, temporary, or accessory buildings or structures within CASSATA OAKS for sales, construction storage, or other purposes; (iv) temporarily deposit, dump, or accumulate materials, trash, refuse, and rubbish in connection with the development or construction of any portion of CASSATA OAKS; (v) post, display, inscribe, or affix to the exterior of any portion of the Common Areas, or any other portions of CASSATA OAKS, signs, flags, banners, and other materials used in developing, constructing, selling or promoting the sale of any portion of CASSATA OAKS including, without limitation, Lots, Parcels, and Homes; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to CASSATA OAKS by dredge or dragline, store fill within CASSATA OAKS and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, CASSATA OAKS and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole opinion of the Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising CASSATA OAKS. Notwithstanding any other provision of this Declaration to the contrary, the exercise of any rights reserved in favor of Builders pursuant to this Section 9.9.2 shall be subject to the Declarant's prior written authorization provided in a written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records.

9.10 Public Facilities. CASSATA OAKS may include one or more public facilities that may be dedicated to the City or other governmental agency. A lift/pump station may be located within CASSATA OAKS and may be dedicated to and/or maintained by the City. Certain property within CASSATA OAKS may be improved with a well dedicated to the City, and any such well shall only be usable by the City or its agents and designees.

9.11 Default. No default by any Owner (or Builder) in the performance of the covenants and promises contained in this Declaration shall be construed or considered (i) a breach by the Declarant or the

Association of any of their promises or covenants in this Declaration; (ii) an actual, implied, or constructive dispossession of another Owner from the Common Areas; or (iii) an excuse, justification, waiver, or indulgence of the covenants and promises contained in this Declaration.

9.12 Special Taxing Districts. For as long as the Declarant controls the Association, the Declarant shall have the right, but not the obligation, to dedicate or transfer, or cause the dedication or transfer of all or portions of the Common Areas to a special taxing district, or a public agency or authority under such terms as the Declarant deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, fences, entrance features, roads, sidewalks, paths, landscaping, irrigation areas, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by the Declarant, including, without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, the Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of the City and/or County and all other applicable governing entities having jurisdiction with respect to the same.

9.13 Association's Obligation to Indemnify. The Association and each Owner covenant and agree jointly and severally to indemnify, defend, and hold harmless Indemnified Parties from and against any and all claims, suits, actions, causes of action, or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving the Association or CASSATA OAKS, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees, and paraprofessionals' fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Expenses to the extent such matters are not covered by insurance maintained by the Association.

9.14 Water Mains and Damage to Common Areas. In the event the City, the County, or any of their subdivisions, agencies, and/or divisions must remove or damage any portion of a roadway, sidewalk, paved area, landscaping, or other improvement located within the Common Areas in connection with the City's or County's operation, maintenance, or repair of a water line, sanitary sewer line, or any other utilities, then the Association shall be responsible for the repair of such Common Areas, if such repair is not conducted by the County or the City, as applicable. The costs associated with any such repair or replacement shall be part of the Operating Expenses, if such expenses are not paid for by the County or the City, as applicable.

9.15 Mail Delivery Center(s). Individual Lots shall not have mailboxes. Rather, mailboxes shall be grouped together for all or a portion of the Homes as required by the local postmaster (the "**Mail Delivery Center(s)**"). The Declarant, in its sole discretion, may install one or more Mail Delivery Centers within CASSATA OAKS and may consist of freestanding, pedestal-mounted mailboxes commonly referred to by the United States Postal Service as "Cluster Box Units" or a "Neighborhood Delivery Center" which is a freestanding and/or enclosed installation containing several individually locked mailboxes. No mailboxes are permitted except the Mail Delivery Centers originally installed by the Declarant or Mail Delivery Centers substantially similar to the Mail Delivery Centers originally installed by the Declarant. Mail Delivery Centers shall be maintained by the Association in accordance with the requirements of the United States Postal Service and any other applicable governmental authority. All costs associated with the maintenance, repair, and replacement of the Mail Delivery Centers shall be part of the Operating Expenses, except for the costs of keys or replacement keys which shall be borne solely by the individual Owners. Any parking designated for mail pick-up/drop-off (if any) shall be utilized solely for mail pick-up/drop-off and any extended or overnight parking in such spaces shall be prohibited.

9.16 Roadways. Roadways within CASSATA OAKS shall be private roadways and shall be owned and maintained by the Association. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair, and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including private roadways. All costs associated with maintenance, repair, replacement, and insurance of private roadways within CASSATA OAKS shall be part of the Operating Expenses. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work.

9.17 Access Control System. The Declarant may install a controlled access facility at one or more access points to CASSATA OAKS. The Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for CASSATA OAKS. If provided, all costs associated with any Access Control System will be part of the Operating Expenses. As long as the Declarant owns any property subject to this Declaration, or which may become subject to this Declaration in accordance with Section 5.1, the Declarant shall have the absolute right to determine how such Access Control System is operated, including the days and times that gates are open allowing public access to CASSATA OAKS. The Declarant hereby reserves for itself and its contractors and suppliers, their respective agents and employees, and any prospective purchasers of Lots from the Declarant, an easement for free and unimpeded access through any such Access Control System, subject only to such controls and restrictions as are agreed to in writing by the Declarant. If the Association attempts to restrict or control access into CASSATA OAKS through means not approved by the Declarant, the Declarant may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by the Declarant, and the Declarant shall have no liability in this regard. The foregoing rights of Declarant shall extend through Turnover and shall survive so long as Declarant owns any property within CASSATA OAKS. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH ACCESS CONTROL SYSTEM. THE ASSOCIATION AND THE DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH OWNER, OCCUPANT, AND ANY OTHER PERSON ENTERING INTO OR USING ANY PORTION OF CASSATA OAKS SHALL ASSUME THE RISK OF DAMAGE TO VEHICLES OR PERSONS WHICH MAY BE CAUSED BY THE ACCESS CONTROL SYSTEM, AND THE DECLARANT AND THE ASSOCIATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DAMAGES CAUSED BY THE ACCESS CONTROL SYSTEM. EACH AND EVERY OWNER, PERMITTED USER, AND ANY OTHER PERSON ENTERING INTO OR USING A PORTION OF CASSATA OAKS, ACKNOWLEDGES THE ASSOCIATION AND THE DECLARANT, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE ASSOCIATION AND THE DECLARANT WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

10. Maintenance by the Association.

10.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace, and insure the Common Areas, including all improvements placed thereon.

10.2 Buffers. The Association shall be responsible for maintaining all Buffers (including Buffers or portions of Buffers located within a Lot) in accordance with the Zoning Regulations and City requirements. The cost of maintenance, inspection, monitoring and compliance in connection with the Buffers shall be a part of the Operating Expenses. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all Buffers, and the cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection

to be performed, if any. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to Buffers in the event that such Owner's negligent or willful acts (or the negligent or willful acts of such Owner's Permitted Users) caused such damage to any Buffers or result in non-compliance with any City requirements or other regulations applicable to the Buffers. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner (or the negligent or willful acts of such Owner's Permitted Users) shall subject the Owner to an Individual Assessment for such costs.

10.3 Landscape Maintenance and Irrigation. The Association shall maintain all landscaping within Common Areas and within all Buffers (notwithstanding the fact that certain Buffers or portions thereof may be located on Lots). Except as otherwise expressly provided herein with respect to SFD Standard Lots and Buffers, the Association shall have no responsibility for the maintenance, repair and/or replacement of landscaped areas within any Lot, including, without limitation, sod, irrigation facilities, yards, grass, shrubs, trees, mulch, or any other landscaped areas. Except as otherwise expressly provided herein, the record title owner of each such Lot shall be responsible for the repair, replacement, and maintenance of the irrigation facilities and all landscaped areas and other improvements within any portion of such Lot, including, without limitation, sod, irrigation facilities, yards, grass, shrubs, trees, mulch, or any other landscaping. Any such repair, replacement and maintenance by the record title owner of a Lot shall be consistent with the Landscape Maintenance Standards (as defined herein) set forth in this Declaration.

10.4 Landscaping and Irrigation Services Applicable to SFD Standard Lot Neighborhood. The following shall apply only with respect to SFD Standard Lots:

10.4.1 General. The Association shall be responsible for maintaining the landscaped areas within each SFD Standard Lot and any Right-of-Way (as defined herein) immediately adjacent to such SFD Standard Lot to the extent provided in this Section. The Association's landscape maintenance responsibilities include trimming, mowing, edging, mulching (one time per year or as otherwise determined by the Board in its sole discretion), and fertilization of grass, shrubs, and landscape-related exterior pest control. Such maintenance by the Association shall be performed on such intervals and frequency as the Board may decide in its sole and absolute discretion. The cost associated with such landscape maintenance shall be deemed part of the Neighborhood Expenses for the SFD Standard Lot Neighborhood. EACH OWNER ACKNOWLEDGES THAT SOME SFD STANDARD LOTS MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER SFD STANDARD LOTS. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE EXPENSES FOR SFD STANDARD LOTS AND RIGHT-OF-WAY ADJACENT TO SFD STANDARD LOTS SHALL CONSTITUTE A PART OF THE NEIGHBORHOOD EXPENSES FOR THE SFD STANDARD LOT NEIGHBORHOOD, AND EACH OWNER OF AN SFD STANDARD LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS (SUBJECT TO THE PROVISIONS OF SECTION 17).

10.4.2 Owners Responsible for Replanting and Replacement. Notwithstanding anything contained herein to the contrary, in the event any landscaping, including, without limitation, grass, shrubs or trees, within a Lot or the immediately adjacent Right-of-Way become dead or badly damaged, the Owner of the Lot shall be solely responsible for the replanting, repair, and/or replacement of such landscaping with sound, healthy plant materials. Any landscaping repair, replanting and/or replacement by an Owner shall be consistent with the Landscape Maintenance Standards set forth in this Declaration. Notwithstanding any other provision of this Declaration to the contrary (but subject to the Association's obligations with respect to Buffers), the Association shall have no responsibility for the replacement of sod, grass, shrubs, trees, or any other landscaping within any Lot or the Right-of-Way adjacent to a Lot, and the Owner of each Lot shall be responsible for any such replacement of the landscaped areas. In the event landscaped areas are not replaced by the Owner of the Lot, the Association may, but shall not be obligated to, repair and replace such landscaped areas on behalf of the Owner. The costs and expenses of such repairs and replacements plus a Fifty and No/100 Dollars (\$50.00) administrative expense fee shall be assessed against the respective Lot as an Individual Assessment.

10.4.3 Additional Landscape Maintenance. Each Owner, by acceptance of a deed to a Lot, authorizes the Association to conduct additional landscape maintenance beyond the scope described in this Section if, in the discretion of the Board, such additional maintenance is required for any reason whatsoever, including, without limitation, naturally occurring deterioration of the landscaped areas or damage caused by Permitted Users utilizing CASSATA OAKS through or under an Owner. The costs associated with any such additional landscape maintenance shall be assessed against the respective Lot as an Individual Assessment.

10.4.4 Modification of Landscaping. In the event an Owner modifies (or allows the modification of such landscaping by such Owner's Permitted Users) any grass or other landscaping as initially installed by the Declarant, then such Owner shall be solely responsible for the maintenance and irrigation of such modified landscaping, and there shall be no abatement or reduction in such Owner's Assessments. Any such maintenance by the Owner shall be consistent with the Landscape Maintenance Standards. Notwithstanding anything contained herein to the contrary, no Owner shall modify the landscaping as initially installed by the Declarant or a Builder, nor shall any landscape lighting be installed by an Owner, without the prior written approval of the ACC. In no event shall any landscaping modified by an Owner impede access or otherwise interfere with the maintenance provided by the Association in accordance with this Declaration.

10.4.5 Irrigation and Irrigation Facilities. The Association is responsible for irrigation of the lawn and landscaped areas within each SFD Standard Lot and the Right-of-Way immediately adjacent to such Lots, and for maintenance, repair and replacement of irrigation facilities within such areas, including repair and replacement of damaged sprinkler heads, piping or valves that comprise the irrigation system of such Lots, except in the case of damage due to an Owner's (or such Owner's Permitted User's) negligence or willful acts. The cost associated with any such maintenance, repair and replacement of the irrigation facilities by the Association shall constitute a part of the Neighborhood Expenses for the SFD Standard Lot Neighborhood, except in the case of costs for repair and replacement of damage due to the negligent or willful acts of an Owner or its Permitted User, which costs shall be assessed against the respective Lot as an Individual Assessment. Grass and landscaping located on Lots and immediately adjacent Right-of-Way shall be irrigated in a routine and ordinary manner, at intervals and frequency as the Board may decide in its sole discretion and as may be permitted by SWFWMD and/or the City regulations. The Association shall control the irrigation meter(s) and control boxes for irrigation water servicing SFD Standard Lots. The Association shall have direct access to control boxes and/or devices used in connection with any irrigation system that may be installed on any SFD Standard Lot and Owners and Permitted Users are not permitted to tamper with or block access to irrigation control boxes. With respect to SFD Standard Lots, the Association reserves the right to place or remove locks on any control boxes and/or devices used in connection with irrigation regardless of their location. It is intended the City will provide reclaimed water for irrigation to Common Areas, Lots and other portions of CASSATA OAKS. All SFD Standard Lots will share a single master water meter for reclaimed water provided to all SFD Standard Lots and Right-of-Way immediately adjacent to such Lots (as applicable). Owners of SFD Standard Lots and will not receive an itemized bill for irrigation water usage fees, as there will be no method for prorating the costs of water usage to individual SFD Standard Lots. All irrigation water usage expenses for SFD Standard Lots and adjacent Right-of-Way will be part of the Neighborhood Expenses for the SFD Standard Lot Neighborhood. EACH OWNER ACKNOWLEDGES THAT SOME SFD STANDARD LOTS MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER SFD STANDARD LOTS. NOTWITHSTANDING THE FOREGOING, ANY EXPENSES ASSOCIATED WITH IRRIGATION WATER USAGE FOR SFD STANDARD LOTS AND APPLICABLE ADJACENT RIGHT-OF-WAY SHALL BE DEEMED PART OF THE NEIGHBORHOOD EXPENSES FOR THE SFD STANDARD LOT NEIGHBORHOOD. The Association shall have the right to adopt additional Rules and Regulations governing the irrigation of Lots and/or Right-of-Way, and such Rules and Regulations need not be recorded in the Public Records.

10.5 Paved and Concrete Surfaces. The Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance and repair of all paved and concrete surfaces



located within the Common Areas; however, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such paved or concrete surfaces in the event that such Owner's negligent or willful acts (or the negligent or willful acts of such Owner's Permitted Users) caused such damage to any paved or concrete surfaces. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner or its Permitted Users shall subject the Owner to an Individual Assessment for such costs.

10.6 Common Area Right-of-Way. The Association shall be responsible for the costs, charges, and expenses incurred in connection with maintenance of the community sidewalk, irrigation facilities, trees, and landscaping located in any right-of-way within and/or immediately adjacent to any Common Areas; however, the Association shall have no responsibility or obligation for replacement of any such trees or landscaping in any right-of-way. Except as otherwise provided herein with respect to Right-of-Way immediately adjacent to Lots, the cost associated with any such maintenance of applicable right-of-way immediately adjacent to any Common Areas shall be deemed part of the Operating Expenses. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such sidewalk, irrigation facilities, trees, landscaping, or other improvements located in any right-of-way in the event that such Owner's or its Permitted Users' negligent or willful acts caused such damage to any sidewalk, irrigation facilities, trees, landscaping or other improvements located in the right-of-way. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner or its Permitted User shall subject the Owner to an Individual Assessment for such costs and expenses plus a Fifty and No/100 Dollars (\$50.00) administrative expense fee.

10.7 Drainage Improvements. The Association shall be solely responsible for drainage systems and facilities, which may be comprised of swales, drainage basins, pipes, pumps, retention/detention area slopes, floodplain compensation areas, or other improvements (the "**Drainage Improvements**"), and which may be located within Common Areas or Lots; however, except as otherwise expressly provided in the Declaration with respect to SFD Standard Lots, neither the Association nor the Declarant shall have any responsibility for landscaping maintenance within a Lot, and the Owner of each Lot shall be responsible for the landscaping, repair, replacement, and maintenance of the irrigation facilities and all landscaped areas and other improvements within any portion of the Lot, including, landscaping and maintenance within any drainage easements located upon the Lot. The Association shall be responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all easements, swales, drainage basins, buffers, and vegetative areas at all times. Should any area of drainage pattern demonstrate a pooling or flooding effect, the Association shall be responsible to rectify the drainage pattern to its original intended design and any and all costs associated with such repairs shall be Operating Expenses. The Association shall perform any such maintenance at the Board's sole discretion and such costs shall be part of the Operating Expenses. Notwithstanding anything contained herein to the contrary, if an Owner installs (subject to ACC approval) any fountain or landscaping in or around a pond or retention area within an Estate Lot, then (i) the Owner of such Estate Lot shall be solely responsible for the maintenance, repair and replacement of such fountain and/or landscaping, and (ii) such improvements shall be subject to all easements set forth in the Governing Documents and/or the applicable Plat(s).

10.8 Retention/Detention Area Slopes. The Common Areas and the rear yard or other areas within certain Lots may contain slopes adjacent to retention/detention areas and/or the floodplain compensation areas (the "**Retention/Detention Area Slopes**"). All Retention/Detention Area Slopes will be regulated and maintained by the Association, except as otherwise provided in the Retention/Detention Area Slopes Maintenance Standards. The Declarant hereby grants the Association an easement of ingress and egress across all Lots adjacent to or containing any retention/detention areas for the purpose of regulating and maintaining such Retention/Detention Area Slopes. The Association may establish from time to time standards for the Retention/Detention Area Slopes maintenance by Owners who own Lots adjacent to such areas ("**Retention/Detention Area Slopes Maintenance Standards**"). Such Retention/Detention Area Slopes Maintenance Standards may include requirements respecting compaction and strengthening of banks. The Association shall have the right to inspect such Retention/Detention Area Slopes to ensure that each Owner has complied with its obligations hereunder and under the Retention/Detention Area Slopes Maintenance Standards. Each Owner hereby grants to the Association an easement of ingress and egress across his or her Lot to all retention/detention areas for the purpose of ensuring compliance with the

requirements of this provision and the Retention/Detention Area Slopes Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Retention/Detention Area Slopes Maintenance Standards shall be deemed a separate and independent violation of this Declaration. Notwithstanding anything contained herein to the contrary, if an Owner installs (subject to ACC approval) any fountain or landscaping in or around a pond or retention area within an Estate Lot, the Owner of such Estate Lot shall be solely responsible for the maintenance, repair and replacement of such fountain and/or landscaping.

10.9 Perimeter Walls/Fences. The Declarant or a Builder (as approved by Declarant) may install perimeter walls or fences within CASSATA OAKS (the "**Perimeter Walls/Fences**"), which Perimeter Walls/Fences may be located on Lots and/or Common Areas. Except as and to the extent required by the City or other governmental agency, the Declarant neither commits to, nor shall hereby be obligated to, construct any such Perimeter Walls/Fences. Except as otherwise provided herein, the Association at all times shall have the right and obligation to maintain, repair, and replace any Perimeter Walls/Fences, including Perimeter Walls/Fences located on Lots. The Association shall perform any such maintenance, repairs, or replacement of the Perimeter Walls/Fences at the Board's sole discretion and the costs of such maintenance, repairs, or replacement shall be Operating Expenses. Failure of the Association to undertake any such maintenance, replacement, or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. In the event an Owner installs (subject to the prior approval of the ACC) a fence that ties into any portion of a Perimeter Wall/Fence located within a Lot, then the Owner of such Lot shall thereafter be solely responsible for the aesthetic maintenance, repair, and cleaning of the interior portion of the Perimeter Wall/Fence located within the applicable Lot, and there shall be no abatement or reduction in such Owner's Assessments. Based upon the foregoing sentence, in the event an Owner is responsible for the aesthetic maintenance, repair, and cleaning of the interior portion of the Perimeter Wall/Fence located within its Lot, and such Owner fails to conduct such maintenance, repair and/or cleaning in accordance with this Section, then the Association may, but shall not be obligated to, perform such obligations on behalf of the Owner and charge all costs and administrative expenses associated with same to the Owner as an Individual Assessment. Further, in the event an Owner installs a fence that ties into any portion of a Perimeter Wall/Fence located within a Lot, and if the Association must remove or damage any portion of such fence in connection with the Association's maintenance, repair or replacement of a Perimeter Wall/Fence, then the Owner of the applicable Lot shall be solely responsible (at such Owner's expense) for the repair of such fence on the Lot after the Association's completion of work on the Perimeter Walls/Fences.

10.10 Adjoining Areas. The Association shall only maintain those drainage areas, swales, retention/detention area slopes and banks, and other Drainage Improvements that are within the Common Areas and Lots only to the extent specifically provided herein and provided such areas shall be readily accessible to the Association. Under no circumstances shall the Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot.

10.11 Negligent or Willful Acts. The expense of any maintenance, repair, or construction of any portion of the Common Areas or any Lot necessitated by the negligent or willful acts of Permitted Users or other persons utilizing any portion of CASSATA OAKS through or under an Owner, shall be borne solely by such Owner, and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of the Association. Further, an Owner shall be responsible for all costs of maintenance, repair, or construction of any portion of the drainage facilities located on such Owner's Lot if such maintenance, repair, or construction is necessitated by the negligent or willful acts of such Owner or any Permitted User utilizing CASSATA OAKS through or under such Owner.

10.12 Maintenance of Property Owned by Others. The Association shall, if designated by the Declarant (or by the Board after the Turnover Date), by amendment to this Declaration or any document of record, maintain vegetation, landscaping, irrigation systems, community identification/features, infrastructure, and/or other areas or elements designated by the Declarant (or by the Board after the Turnover Date) upon areas that are within or outside of CASSATA OAKS. Such areas may abut, or be

proximate to, CASSATA OAKS, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not limitation) parks, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, sidewalks, paths, drainage areas, community identification or entrance features, community signage, or other identification. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

10.13 Additional Obligations of Association. The Association may have (or may elect to undertake on behalf of the Owners) certain responsibilities and obligations, including, without limitation, cost-sharing obligations, or obligations to construct, operate, maintain, insure, and/or repair certain improvements or share certain facilities within CASSATA OAKS or adjacent to the boundaries of CASSATA OAKS, as set forth in the Title Documents or other agreements to which the Association is a party or is otherwise subject (collectively, if any, the “**Agreements**”). Each Owner, by acquiring title to a Lot, acknowledges and agrees that CASSATA OAKS, or certain portions thereof, is subject to the terms and conditions of the Agreements, as amended and supplemented from time to time. The Declarant reserves the right without the consent of any other party, subject to the terms and conditions set forth in the Agreements, to modify any agreement affecting CASSATA OAKS, or the obligations and responsibilities of the Association, including, without limitation, obligations for cost-sharing or maintenance of improvements. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES ANY AND ALL COSTS ASSOCIATED WITH THE ASSOCIATION'S OBLIGATIONS UNDER THE AGREEMENTS, INCLUDING ANY OBLIGATION FOR COST-SHARING OR OBLIGATION TO CONSTRUCT, OPERATE, MAINTAIN, INSURE AND/OR REPAIR IMPROVEMENTS, OR SHARE CERTAIN FACILITIES, IF ANY, SHALL BE A PART OF THE OPERATING EXPENSES.

11. Maintenance by Owners. Except as may be otherwise expressly provided in Section 10 of this Declaration, all Lots and Homes, including, without limitation, all lawns, landscaping, irrigation facilities, driveways, walkways, sidewalks, all structural components comprising the Home, and all other improvements within a Lot and adjacent Right-of-Way that are not maintained by the Association, shall be well maintained and kept in first class, good, safe, clean, neat, and attractive condition consistent with the general appearance of CASSATA OAKS by the record title owner of the Lot. Without limiting the foregoing, and except as expressly provided in Section 10, each record title owner of a Lot is specifically responsible for maintaining all grass, landscaping, improvements, and paved surfaces within any portion of their Lot and the Right-of-Way immediately adjacent to such Lot. No tree installed by the Declarant or MPS on any Lot or Right-of-Way shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing CASSATA OAKS. If any such tree within a Lot or Right-of-Way dies or is otherwise removed in accordance with this Section, such tree shall be replaced by the Owner of the Lot upon which the tree was located (or the Owner of the Lot immediately adjacent to the Right-of-Way upon which such tree was located), at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the ACC. No other objects or landscaping may be installed in place of any such trees. In the event Homes, Lots, and/or Right-of-Way are not maintained by the record title owner of the Lot in accordance with the requirements of this Declaration, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the record title owner and is hereby authorized to charge such record title owner the costs and expenses of such work plus a Fifty and No/100 Dollars (\$50.00) administrative expense fee.

11.1 Right of the Association to Enforce. The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section. In the event the record title owner of a Lot does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying record title owner as an Individual Assessment.

11.2 Landscape Maintenance Standards. Except as otherwise expressly provided in Section 10 with respect to the Association's landscape maintenance services within SFD Standard Lots (and also subject to the Association's obligations with respect to Buffers), the Association shall have no responsibility

for the maintenance of landscaped areas within any Lot or immediately adjacent Right-of-Way, including, without limitation, sod, irrigation facilities, yards, grass, shrubs, trees, mulch, or any other landscaping. Except as otherwise provided in Section 10 or otherwise expressly provided in this Declaration, the Owner of each Lot shall be responsible for the maintenance, repair, and/or replacement of the irrigation facilities and all landscaped areas and other improvements within any portion of such Lot and the Right-of-Way immediately adjacent to such Lot, including, without limitation, sod, irrigation facilities, yards, grass, shrubs, trees, mulch, or any other landscaping. Any such maintenance, repair or replacement of trees, grass or other landscaping within a Lot or Right-of-Way performed by an Owner (or performed at the request of an Owner) shall be consistent with the following maintenance standards (the "**Landscape Maintenance Standards**"):

11.2.1 **Trees.** Trees are to be pruned as needed and maintained in a safe and appropriate manner, with the canopy no lower than eight feet (8') from the ground at maturity, and otherwise in accordance with all applicable laws, regulations, or local ordinances. Notwithstanding anything contained herein to the contrary, in the event any trees within a Lot or the adjacent Right-of-Way become dead or badly damaged, the Owner of the Lot (including Estate Lots and SFD Standard Lots) shall be solely responsible for the replanting, repair, and/or replacement of same with sound, healthy trees (subject to all requirements of the ACC and Community Standards for tree species). Notwithstanding any other provision of this Declaration to the contrary (**but subject to the Association's obligations with respect to Buffers**), the Association shall have no responsibility for the replacement of trees within any Lot or the Right-of-Way adjacent to a Lot, and the Owner of each Lot shall be responsible for any such replacement of the landscaped areas. In the event trees or any other landscaped areas are not replaced by the Owner of the Lot, the Association may, but shall not be obligated to, repair and replace same on behalf of the Owner. The costs and expenses of such repairs and replacements plus a Fifty and No/100 Dollars (\$50.00) administrative expense fee shall be assessed against the respective Lot as an Individual Assessment.

11.2.2 **Shrubs.** All shrubs are to be trimmed as needed and maintained in a neat and appropriate manner.

11.2.3 **Grass.**

11.2.3.1 **Cutting Schedule.** Grass shall be maintained routinely in a neat and appropriate manner. In no event shall lawns within any Lot be in excess of five inches (5") in height.

11.2.3.2 **Edging.** Edging of all streets, curbs, beds, and borders shall be performed as needed. Chemical edging shall not be permitted.

11.2.3.3 **Grass.** Each yard shall be improved with the type of grass approved by the local municipality or other applicable governmental authority at the time of installation, which may include St. Augustine grass (i.e. Floratam or a similar variety) in some areas with code required drought tolerant grass in other areas. Any modification to or replacement of sod and/or landscape by an Owner is subject to the Community Standards, Section 373.185, Florida Statutes (2024), and any other applicable law, regulation, or local ordinance.

11.2.4 **Mulch.** Mulch shall be replenished as needed by the record title owner of each Lot, no less frequent than on a yearly basis.

11.2.5 **Insect Control and Disease Control.** Insect control and disease control shall be performed by the record title owner of each Lot on an as needed basis. Failure to do so could result in additional liability to the record title owner of the Lot if the disease and/or insect spread to neighboring Lots, Common Areas, or other property within or around CASSATA OAKS. Dead grass and other dead landscaping shall be removed and replaced within thirty (30) days of dying. If the City regulations, County regulations, or SWFWMD regulations require Bahia grass for any portion

of yard, it shall remain as Bahia and if it dies, may only be replaced in accordance with the City, County, or SWFWMD regulations.

11.2.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed according to Best Management Practices as provided by the County Extension Service (if any) or The University of Florida IFAS Extension.

11.2.7 Weeding. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

11.2.8 Trash Removal. Dirt, trash, plant and tree cuttings, and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

11.2.9 Irrigation for Estate Lots. This paragraph shall apply specifically with respect to Estate Lots (reference is hereby made to Section 10.4.5 with regard to irrigation facilities and irrigation water usage for SFD Standard Lots). Each Owner of an Estate Lot shall be required to irrigate the grass and landscaping located on their Lot and the adjacent Right-of-Way in a routine and ordinary manner, as may be permitted by SWFWMD and/or City regulations, and shall ensure that sufficient irrigation continues during all periods when the record title owner is absent from the Lot. It is intended the City will provide reclaimed water for irrigation to Common Areas and Lots. Each Estate Lot shall have an individual meter for reclaimed water, and each Estate Lot Owner will be billed separately by the City for reclaimed water usage fees applicable to such Estate Lot and applicable Right-of-Way adjacent thereto. It is each Owner's responsibility to comply with all applicable watering restrictions imposed by the City, County, SWFWMD, or the Association. In the event water from irrigation systems is insufficient to properly maintain lawns or landscaping on Lots and the adjacent Right-of-Way, the Owner of the Lot should supplement irrigation watering on Lots and the adjacent Right-of-Way with hand watering to ensure all landscaping remains healthy and routinely irrigated. Watering and irrigation, including the maintenance, repair, and replacement of irrigation facilities and components within each Estate Lot and the adjacent Right-of-Way, will be the sole responsibility of the record title owner of the respective Lot. Lots and the adjacent Right-of-Way shall be consistently irrigated to maintain a green and healthy lawn at all times. Sprinkler heads shall be maintained by the Owner on a monthly basis. Water spray from sprinklers shall not extend beyond any property line of the respective Lot. Automatic sprinkler systems shall not cause water to run onto neighboring Lots, walkways, streets or the like and shall include a timing system to limit hours of operation. All components of the irrigation system, clock, pump stations, and valves shall be checked as needed by an independent contractor to assure proper automatic operation. The Association shall have the right to adopt additional Rules and Regulations governing the irrigation of Lots, and such Rules and Regulations need not be recorded in the Public Records.

11.3 Modification of Landscaped Areas. Without the prior written consent of the ACC (or as otherwise approved by Declarant), no sod, topsoil, tree, shrubbery, or other landscaping shall be removed from CASSATA OAKS and there shall be no change in the plant landscaping, elevation, condition of the soil, or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners and Builders who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner (as applicable) fails to pay for such required repairs, each Owner agrees to reimburse the Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SWMS. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

11.4 Buffers. [RESERVED TO ADDRESS ANY SPECIFIC OWNER REQUIREMENTS WITH RESPECT TO BUFFERS ON LOTS.]

11.5 Right-of-Way. Except as otherwise expressly provided in this Declaration, each Owner shall be responsible for the costs, charges, and expenses incurred in connection with maintenance of all landscaping and irrigation facilities, and the maintenance, pressure/soft wash, repair, and replacement of any paved surfaces, including, without limitation, any concrete or brick pavers, driveways, sidewalks, and walkways, all as may be located in the right-of-way immediately adjacent to such Lot and the area between such Lot boundary and the roadway (the "Right-of-Way"). The Declarant or a Builder may install walkways, driveways, and other improvements, including, without limitation, landscaping, yard drains, and/or drainage pipes (collectively, the "ROW Improvements") within the Right-of-Way. Subject to the Association's obligations as expressly set forth in Section 10 hereof, each Owner shall be responsible for maintaining all ROW Improvements located adjacent to such Lot and located within the Right-of-Way. Except as provided in Section 10 of the Declaration, every Owner shall be required to maintain and irrigate the grass and landscaping located within the Right-of-Way in accordance with the Landscape Maintenance Standards, including irrigation of such areas in a routine and ordinary manner and shall ensure that sufficient irrigation continues during all periods when the Owner of the Lot is absent from the Lot. No tree installed by the Declarant or MPS shall be felled, removed, or cut down unless such tree represents an immediate hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing CASSATA OAKS. If any such tree dies, or is removed in accordance with this Section, then such tree shall be replaced at the expense of and by the Owner of the Lot immediately adjacent to the felled tree with a similar tree approved by the ACC.

11.6 Exterior Home Maintenance. Each Owner is solely responsible for the proper maintenance and cleaning of the exterior walls of their Home. Exterior walls may be improved with a finish material composed of stucco or cementitious coating or fiber cement siding/cement lap siding (stucco or cementitious coating or fiber cement siding/cement lap siding is referred to herein as the "Exterior Finish"). While Exterior Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Exterior Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the Exterior Finish. This is normal behavior and considered a routine maintenance item for the Owner. Each Owner is responsible for inspecting the Exterior Finish of the exterior walls for cracking and to engage a qualified professional to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e., windows, doors, hose bibs, etc.) for peeling, cracking, or separating. If the inspection reveals any such items, the Owner is responsible for engaging a qualified professional to clean, repair, re-caulk, and repaint those areas of the Home. Each Owner is responsible for all maintenance and repairs described in this Section, and they should be completed in a timely fashion to prevent any damage to the Home.

11.7 Paved and Concrete Surfaces. Each Owner shall be responsible to timely maintain, pressure/soft wash, repair, and/or replace the driveways, walkways, sidewalks, including, without limitation, any concrete or brick pavers, and other paved and concrete surfaces comprising part of such Owner's Lot or located within any Right-of-Way adjacent to such Owner's Lot. In the event the City, the County, or any of their subdivisions, agencies, and/or divisions must remove any portion of the paved or concrete surfaces located within an Owner's Lot or the Right-of-Way located adjacent to such Owner's Lot for the installation, repair, replacement, or maintenance of utilities or water mains, then the Owner of the applicable Lot will be responsible to replace or repair the paved or concrete surfaces at such Owner's expense, if such expenses are not paid for by the County or the City, as applicable. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary maintenance and/or repair and charge the costs thereof, together with simple interest at the highest rate allowed by law, to the non-complying Owner as an Individual Assessment. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.8 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure their Home remains watertight, including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold, and/or water intrusion. The Declarant and the Association shall not have liability under such circumstances for any damage or loss that an Owner may incur. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS

IN FLORIDA, MOLDS, MILDEW, TOXINS, AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS, AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A LOT, EACH OWNER SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS, AND/OR FUNGI AND TO HAVE RELEASED THE DECLARANT AND THE ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

11.9 Roof Maintenance. Each Owner of a Home shall maintain, repair, and replace roofs of their Home, including shingles and roof decking and shall further be obligated to repair or replace roof trusses or other structural components of the roof. In the event an Owner does not perform such maintenance in compliance with this Section, the Association may perform the necessary maintenance and charge the costs thereof and administrative charge to the non-complying Owner as an Individual Assessment. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.10 Paint. The exterior of Homes located on any Lot shall be repainted within forty-five (45) days of notice by the ACC to the Owner of applicable Lot.

11.11 Pressure Washing/Soft Washing. Each Owner shall be responsible, at their sole cost and expense, for pressure washing/soft washing the driveways, sidewalks, walkways, roofs, and the exterior portions of their Home, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. Each Owner shall conduct such pressure washing/soft washing on a routine basis, and in no event later than thirty (30) days after notice by the Board or the ACC to the Owner of the applicable Lot. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance required by this Section and charge the costs thereof to the non-complying Owner as an Individual Assessment. CLEANING SOME SURFACES WITH HIGH PRESSURE MAY CAUSE DAMAGE TO THE SURFACE OF CERTAIN STRUCTURES AND A SOFT WASH MAY BE REQUIRED. PRIOR TO ANY PRESSURE WASHING/SOFT WASHING, EACH OWNER SHOULD OBTAIN FROM THE MANUFACTURER OF THE AREA TO BE CLEANED, THE PROPER CLEANING INSTRUCTIONS TO ENSURE NO DAMAGE IS CAUSED TO THE SURFACE AND TO ENSURE COMPLIANCE WITH THE MANUFACTURER'S MAINTENANCE REQUIREMENTS FOR WARRANTY PURPOSES, IF ANY.

11.12 Water Mains and Improvements within Lots. In the event the County, the City, or any of their subdivisions, agencies, and/or divisions must remove or damage any portion of a driveway, landscaping, or other improvements located on an Owner's Lot or the adjacent Right-of-Way in connection with the County's or City's operation, installation, maintenance, or repair of any utilities, water mains, water lines, sanitary sewer lines, or other maintenance conducted by the County or City, if applicable, then the Owner of the Lot upon which such driveway, landscaping, or other improvements are located or adjacent to such right-of-way upon which such improvements are located, shall be responsible to replace or repair such driveway, landscaping, or other improvements at such Owner's expense, if such expenses are not paid for by the County or City, as applicable. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary repair and/or replacement and charge the costs thereof to the non-complying Owner as an Individual Assessment. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.13 Roof Maintenance. Each Owner shall routinely maintain, repair, and replace roofs of their Home in a safe, neat, and appropriate manner, including shingles, roof decking, roof trusses, or other structural components of the roof.

12. Use Restrictions. The following use restrictions shall apply to all Lots, except for any Lots owned by the Declarant; provided however, a Supplemental Declaration may include additional restrictions or provisions that are more restrictive than the provisions of this Declaration. Each Owner (and each Builder conducting activities within CASSATA OAKS), except as otherwise expressly provided herein, must comply



with the use restrictions below, subject to any limitations in Section 720.3045, Florida Statutes (2024) and Section 720.3035(1), Florida Statutes (2024), as applicable.

12.1 Alterations and Additions. No material alteration, addition, or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first obtained from the ACC as required by this Declaration.

12.2 Animals and Pets. No animals of any kind shall be raised, bred or kept within CASSATA OAKS for commercial purposes. Other than swine, poultry, or pets that become a nuisance, Owners may keep no more than three (3) domestic pets and otherwise as permitted by County ordinances and in accordance with the Rules and Regulations established by the Board from time to time, subject to the Americans with Disabilities Act and the Federal Fair Housing Act. Pets permitted in accordance with this Section may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs, enclosures, or exterior kennels shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. The person walking the pet or the Owner shall clean up all matter created by the pet and disposing of the same in a sanitary manner. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary contained herein, all restrictions set forth in this Section are subject to the Americans with Disabilities Act and the Federal Fair Housing Act.

12.3 Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

12.4 Automobiles and other Vehicles. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to vehicles utilized in connection with construction, sales, development, improvement, installation, or repair by the Declarant, Builders, or their contractors, subcontractors, employees, invitees, suppliers, consultants, or agents.

12.4.1 Parking. Except as otherwise expressly provided herein, vehicles shall be parked in the garage, driveway, or other applicable paved parking area within the applicable Owner's Lot. No vehicles of any nature shall be parked on any portion of CASSATA OAKS, including a Lot, except on the surfaced parking area thereof. Notwithstanding anything herein to the contrary, to the extent an Owner of an Estate Lot installs any additional driveway, garage, or paved parking area within the Estate Lot (subject to prior approval by the ACC), such vehicles of such Owner and its guests may be parked within such garage, driveway, or additional parking area. Vehicles parked within the driveway or other paved parking area shall not block the sidewalk or walkway to any adjacent Lot. Vehicles shall not park on the paved or concrete surfaces comprising the Common Area, including private roadways, except in any designated parking areas which may be designated by the Board, if any and as applicable. The Association shall have the right, but not the obligation, to promulgate Rules and Regulations regarding parking on Common Areas, including the private roadways. Except as otherwise permitted in Section 720.3075(3)(d), Florida Statutes (2024), no vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in CASSATA OAKS except during the period of a delivery of goods or during the provision of services. Notwithstanding anything contained herein to the contrary, no provision of this Declaration shall be construed as prohibiting an Owner or its Permitted User(s) from parking their personal vehicles (including pickup trucks) in such Owner's driveway or in any other area at which such Owner (or its Permitted User) has a right to park as governed by state, County, and municipal regulations, so long as such vehicles are not "**Commercial Motor Vehicles**" (as defined in Section 320.01(25), Florida Statutes (2024)). Further, notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions are subject to Sections 720.3045 and 720.3075, Florida Statutes (2024).

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain within CASSATA OAKS for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within CASSATA OAKS, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

12.4.3 Prohibited Vehicles. No Commercial Motor Vehicle, limousine, recreational vehicle, all-terrain vehicles, boat (or other watercraft), trailer, including, without limitation, boat (or other watercraft) trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within CASSATA OAKS except in the garage of a Home or as otherwise permitted in accordance with Section 720.3045, Florida Statutes (2024) and Section 720.3075, Florida Statutes (2024). No vehicles displaying commercial advertising or a "for sale" sign shall be parked within the public view, except as otherwise permitted in Section 720.3075(3)(d), Florida Statutes (2024). No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles, scooters, or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas, including the private roadways. Additionally, no all-terrain vehicle or mini motorcycle may be parked or stored within CASSATA OAKS, including any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary, the restrictions in this Section shall not apply to vehicles utilized in connection with construction, sales, improvement, installation, or repair by the Declarant, Builders, or their subcontractors, suppliers, consultants, or agents. Further, notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions are subject to Sections 720.3045 and 720.3075, Florida Statutes (2024). Notwithstanding anything herein to the contrary, if the Owner of an Estate Lot installs an additional driveway or parking area within the rear yard of an Estate Lot so as not to be visible from the street or any adjacent Lot (subject to prior approval by the ACC), the Owner may park within such area cars, recreational vehicles, all-terrain vehicles, boats (or other watercraft), trailers, or other such personal property in a safe and appropriate manner in accordance with Section 720.3045, Florida Statutes (2024) and Section 720.3075, Florida Statutes (2024).

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association, without additional notice, at the sole expense of the owner of such vehicle if such vehicle (i) remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or (ii) was previously cited at least one (1) time for such violation within the preceding fourteen (14) day period. Each Owner, by acceptance of a deed to their Lot, irrevocably grants the Association, and its designated towing service(s) the right to enter a Lot and tow vehicles in violation of this Declaration (including vehicles owned or otherwise controlled by such owners guests or other Permitted users). Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice of violation is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the foresaid notice of violation stating it was properly posted shall be conclusive evidence of proper posting. For purposes of this paragraph, "vehicle" shall also mean motorcycles, golf carts, campers, boats, watercraft, mobile homes, and trailers of any kind. Further, the Association shall have no obligation to tow any vehicle within CASSATA OAKS. By accepting a deed to a Lot, each Owner grants the Association the irrevocable right to tow or remove any vehicle that is in violation of the Governing Documents, regardless of whether the vehicle is parked on the Owner's Lot, Common Areas, or any other portion CASSATA OAKS. IN NO EVENT SHALL THE ASSOCIATION OR THE DECLARANT BE OBLIGATED TO OR RESPONSIBLE FOR TOWING VEHICLES WITHIN CASSATA OAKS.

12.4.5 Golf Carts. Golf carts, which are motor vehicles designed for recreational purposes and not capable of speeds in excess of twenty (20) miles per hour, may be operated within streets and roadways within CASSATA OAKS so long as such golf carts are permitted by applicable laws, rules, regulations, codes and ordinances. Golf carts are prohibited within the sidewalks and

walkways within CASSATA OAKS. The Board shall have the right to prohibit or restrict golf carts within certain areas of CASSATA OAKS. Golf carts shall only be operated in compliance with Chapter 316, Florida Statutes. No person under the age of fifteen (15) shall operate a golf cart within CASSATA OAKS. All riders must be seated in a permanently attached seat within the golf cart, and no person shall ride while standing on the cart. Golf carts shall only be operated during daylight hours and must be equipped with efficient brakes, steering apparatus, safe tires, rearview mirror, and red reflective warning devices on both the front and rear of the golf cart. All golf cart drivers shall comply with all traffic laws, including stopping at stop signs and using appropriate directional signals and yielding to car traffic. Golf carts may not be stored or parked in any driveway overnight, and when not in use all golf carts must be stored within an enclosed garage. The Association reserves the right to revoke golf cart privileges with respect to any Permitted User who violates the foregoing restrictions or requirements. Low Speed Vehicles, as defined in Section 320.01, Florida Statutes, are prohibited from use in CASSATA OAKS. By acceptance of a deed to a Lot, each Owner acknowledges the Declarant and the Association shall have no responsibility or liability to such Permitted User, because of any damage or injury caused to such Permitted User, or to property of Owner or any Permitted User from the use of golf carts within CASSATA OAKS. By acceptance of a deed to a Lot, each Owner waives any and all claims or causes of action which such Owner or its family, guests, invitees, licensees, employees, or agents may have against the Indemnified Parties arising out of any such personal injury or property damage or which may arise in connection with the use of any golf cart within CASSATA OAKS. By acceptance of said deed to a Lot, each Owner acknowledges that it understands and appreciates the nature of all risks both apparent and latent associated with living within CASSATA OAKS as it relates to the use of golf carts and expressly assumes the risks of personal injury or property damage that may occur in connection with such risks.

**12.5 Buffers.** Buffers (including any trees, landscaping, fences, or other improvements within a Buffer) may not be altered except as permitted in writing by the Declarant (prior to the Turnover) or the Board (after the Turnover), and subject to all applicable restrictions in the Zoning Regulations, City regulations, and/or Community Standards. Additional restrictions applicable to the Buffers may be detailed in the Plat(s), Permit, and Title Documents, as applicable. Owners may not conduct any activities on a Lot which would adversely affect or impair any of the Buffers or improvements (including trees or other landscaping) within a Buffer. Notwithstanding anything contained herein to the contrary, in the event Buffers are altered or otherwise affected due to the negligence or any intentional action of any Permitted User, then the cost to correct, repair, or maintain such Buffer(s) or portion(s) thereof shall be the responsibility of such applicable Owner.

**12.6 Casualty Destruction to Improvements.** In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement, in accordance with Section 14 of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC and in accordance with the Community Standards.

**12.7 Commercial Activity.** Except for normal construction activity and sale of a Home, or the sale of other property owned by the Declarant, and administrative offices of the Declarant and/or Builders as approved by Declarant, no commercial or business activity shall be conducted within CASSATA OAKS, including, without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, (i) business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations; (ii) no one other than the Owner, Lessee or other occupants of the Home shall regularly work at or visit the home office for business purposes; and (iii) such home business office shall not interfere with the peaceful enjoyment of other Owners within CASSATA OAKS or create a material increase in traffic to and from the Lot any other nuisance as determined by the Board in its sole discretion. No Owner may actively engage in any solicitations for commercial purposes within CASSATA OAKS. No solicitors of a commercial nature shall be allowed within CASSATA OAKS, without the prior written consent of the Association. No day care center, "half-way house," assisted living facility, nursing home, or group home may be operated out of a Home. No

garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of the Declarant. Leasing of Homes shall not be considered "commercial activity" or "business activity" for purposes of the Declaration.

12.8 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes and/or Lots within CASSATA OAKS by the Declarant, Declarant's affiliates or assigns, or MPS. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN CASSATA OAKS AND THE RESIDENTIAL ATMOSPHERE THEREOF.

12.9 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted and/or amended from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any Contractor of the Association.

12.10 Cooking. No cooking shall be permitted nor shall any foods or beverages be consumed on the Common Areas, except in areas designated for those purposes by the Association, if any. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout CASSATA OAKS. Subject to the Zoning Regulations, City regulations and any applicable Rules and Regulations, grills and barbecue facilities may be used on Lots at the sole risk and responsibility of the Owner of such Lot.

12.11 Decorations; Holidays; Religious Symbols. Except as otherwise provided in Section 720.3045, Florida Statutes (2024), no decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, shall be installed or placed within or upon any portion of CASSATA OAKS without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting, holiday decorations, and religious decorations and/or symbols shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner expressly permitted by law or as otherwise permitted by the ACC. Notwithstanding anything contained herein to the contrary, ACC approval shall not be required for any Owner to erect or install (i) holiday or seasonal decorations or lighting placed upon the exterior portions of the Home and/or upon the Lot commencing the week before Thanksgiving and shall be removed not later than January 15<sup>th</sup> of the following year, (ii) holiday or seasonal decorations placed upon the exterior portions of the Home and upon the Lot commencing the week before Halloween or any federal holiday, so long as such decorations are removed within one week after Halloween or such federal holiday, as applicable, and (iii) a religious object not to exceed three inches (3") wide, six inches (6") high, and one and one-half inches (1.5") deep attached to the mantel or frame of the door of the Home. The ACC may establish standards for holiday lights and other decorations in its sole discretion, including, without limitation, additional time periods and holidays during which Owners may place lighting or decorations on exterior portions of the Lot. The ACC may require the removal of any lighting or decoration that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through CASSATA OAKS). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2024), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC. All decorations, lawn ornaments and any other personal property shall be removed from exterior portions of the Home and Lot by the Owner and shall be stored within the Home upon the issuance of any storm warning.

12.12 Disputes as to Use. If there is any dispute as to whether the use of any portion of CASSATA OAKS complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by the Declarant in the Declarant's sole and absolute discretion, and thereafter by the Board. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.13 Drainage System. Drainage Improvements may be located within the Common Areas and/or Lots. After Drainage Improvements are installed by the Declarant or its agents and/or designees or

a Builder, as applicable, the maintenance of Drainage Improvements within the boundary of a Lot shall be the responsibility of the Association; however, except for the Association's maintenance within SFD Standard Lots as expressly provided in Section 10 herein, the Association shall have no responsibility for grass and landscape maintenance which shall be maintained by the record title owner of such Lot in accordance with the provisions of Section 11 of this Declaration. In the event Drainage Improvements are adversely affected by landscaping, fences, structures, or any other improvements (including, without limitation, pavers), the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of the record title owner of the Lot that includes such improvements. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect Drainage Improvements within another Lot, the Owner that planted the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. No Home, structure, building, landscaping, fence, wall, or other improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with the SWMS or change the direction or flow of water in accordance with the SWMS, for any part thereof, or for any Lot as shown on the approved drainage plans on file with the City, SWFWMD, or other governing body having jurisdiction over CASSATA OAKS. In addition, no Owner (or any other Builder or contractor conducting activities within CASSATA OAKS) shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the approved drainage plans. All construction, grading, and improvements on a Lot by a Builder must comply with the approved drainage plans. Notwithstanding anything contained herein to the contrary, in the event Drainage Improvements are adversely affected due to the negligence or any intentional action of any Permitted User, then the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of such applicable Owner. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

**12.14 Extended Vacation and Absences.** In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) removing all removable furniture, plants and other objects from outside the Home; and (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Neither the Association nor the Declarant shall have any responsibility of any nature relating to any unoccupied Home.

**12.15 Fences and Walls.** No walls or fences shall be erected or installed without prior written consent of the ACC, except for walls or fences installed by the Declarant or a Builder. No chain link fencing of any kind shall be allowed. Except for fences installed by the Declarant or a Builder, or otherwise expressly approved by the Declarant, no fences shall be permitted within any drainage easements. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences installed by or on behalf of an Owner must be in compliance with the Community Standards and all applicable laws, codes, ordinances, and regulations (including but not limited to Zoning Regulations, building codes, permit requirements, and setback requirements). Any fence approved in writing by the ACC shall be maintained by the Owner of the applicable Lot in accordance with this Declaration and the Community Standards. Due to the Association's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the ACC. However, in the event a fence is installed within a drainage easement area, with prior written ACC approval, the Owner is solely responsible for the installation, maintenance, repair, and replacement of the fence, including any repair or replacement if the drainage easement area needs to be accessed for repairs or as otherwise provided in Section 15.9 hereof.

**12.16 Fuel Storage.** No fuel storage shall be permitted within CASSATA OAKS, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, lawn maintenance equipment, or similar devices.

**12.17 Garages.** No garage shall be converted into a general living area. Garage doors shall remain closed at all times, except when vehicular or pedestrian access is required. Garages may not be screened.

12.18 Garbage Disposal; Recycling. Trash collection, recycling collection, and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, recycling containers, supplies, or other similar articles shall be maintained on any Lot so as to be visible from the street. Each Owner shall be responsible for properly depositing their garbage and trash in garbage cans, recycling containers, and/or trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles and recycling containers shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans, trash containers, and recycling containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up. Except for normal construction debris on a Lot or other property during the course of construction by the Builders and/or Declarant, or their designees, contractors and/or assigns, no garbage, refuse, or debris of any kind shall be placed or permitted to accumulate upon any portion of CASSATA OAKS.

12.19 Hurricane Shutters. Any permanent fixture for hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC, shall match the color or trim of the Home and be of a neutral color, except as otherwise set forth in the Community Standards. Panel, accordion, and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters. Notwithstanding the foregoing, in the event of an emergency and issued storm warning, Owners may install temporary emergency storm protective window coverings up to seventy-two (72) hours prior to the expected arrival of a storm, which must be removed within seventy-two (72) hours after the end of such storm.

12.20 Irrigation; Water Staining; Reclaimed Water. Due to water quality, irrigation systems may cause staining on Homes, other structures, or paved areas. It is each Owner's responsibility to treat and remove any such staining within an Owner's Lot and/or improvements located within the Right-of-Way immediately adjacent to such Owner's Lot. In no event shall the Declarant or the Association be responsible for any staining that may occur as a result of the irrigation water. No Owner shall install a treatment system for the irrigation water without the prior written consent of the Association. In the event an Owner installs a treatment system for the irrigation water, such Owner shall be solely responsible, at such Owner's sole cost and expense, for any such installation, maintenance, repair, and/or replacement of such treatment system and for any damage to the irrigation facilities caused by such treatment system. The Declarant may, at its sole discretion, utilize a computerized loop system to irrigate portions of CASSATA OAKS. Any computerized loop irrigation system that is not the maintenance obligation of an Owner pursuant to the terms of this Declaration shall be the maintenance obligation of the Association. EACH OWNER ACKNOWLEDGES RECLAIMED WATER IS INTENDED TO BE USED FOR IRRIGATION PURPOSES WITHIN CASSATA OAKS, AND EACH OWNER SHALL COMPLY WITH ALL REQUIREMENTS AND/OR CONDITIONS OF ANY WATER USE AGREEMENT WITH THE CITY AND/OR THE ASSOCIATION, IF AND AS APPLICABLE. RECLAIMED WATER DOES NOT QUALIFY AS POTABLE WATER UNDER APPLICABLE GOVERNMENTAL REGULATIONS, SO IRRIGATION WATER SHOULD NOT BE CONSUMED BY ANY PERSONS OR ANIMALS.

12.21 Laundry; Renewable Energy Devices. Subject to the provisions of Section 163.04, Florida Statutes (2024), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only as approved by the ACC and in accordance with the Community Standards.

12.22 Lawful Use. No immoral, improper, offensive, unlawful, or obnoxious use shall be made in any portion of CASSATA OAKS, as determined by the Board in its sole discretion. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed.

12.23 Mailboxes and Lampposts. No mailbox shall be installed by an Owner within CASSATA OAKS. No lamppost shall be installed on any Lot without prior written consent of the ACC. The ACC shall have the right to require that all lampposts shall be of one particular type or design specified by the ACC.

12.24 Minor's and Guest's Use of Commonly Shared Facilities. Owners shall be responsible for all actions of their guests, minor children, and other Permitted Users at all times in and about CASSATA OAKS. The Declarant and the Association shall not be responsible for any use of the Common Areas by anyone, including minors and guests or any Permitted Users.

12.25 Nuisances. NO FIREARMS OR FIREWORKS SHALL BE DISCHARGED WITHIN CASSATA OAKS. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of CASSATA OAKS, as determined by the Board in its sole discretion, is permitted. The foregoing restriction shall not apply to sales, marketing, construction, and development activities by the Declarant. Nothing shall be done or kept within the Common Areas, or any other portion of CASSATA OAKS, including a Home or Lot, which will increase the rate of insurance to be paid by the Association. This Section shall not apply to sales, marketing, construction, and development activities by the Declarant, Declarant's affiliates and designees, and/or Builders.

12.26 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

12.27 Paint. The exterior of Homes shall be repainted by the record title owner of the applicable Lot within forty-five (45) days of notice by the Board or the ACC to the Owner of the applicable Lot.

12.28 Personal Property; Patio and Lawn Furniture. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of CASSATA OAKS, which is unsightly or which interferes with the comfort and convenience of others. No patio furniture or swings shall be installed or placed within or upon any portion of the front of a Home or Lot so as to be visible outside the Home or Lot, without the prior written approval of the ACC. The ACC may establish standards for patio furniture and patio swings at its sole discretion. Swings and patio furniture will not be approved by the ACC for placement in front of the Home unless a front porch is part of the architectural design of the Home. Except as otherwise approved by the ACC in accordance with the foregoing, all other outdoor furniture and lawn furniture must be used and stored only in the rear of the Home and shall not be visible from the street in front of the Home. The Board may require the removal of any patio furniture or lawn furniture that is unsightly or creates a nuisance in the Board's sole discretion. In the event a Home will be unoccupied for a period of seven (7) or more days, prior to departure by the Owner, such Owner must remove all patio furniture and lawn furniture from outside the Home and Lot. In addition, all patio furniture, lawn furniture and lawn ornaments shall be removed from outside and stored within the Home upon issuance of any storm warnings of a Tropical Storm Warning or higher storm warning.

12.29 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner (and without the prior written consent of Declarant, no Builder) shall remove soil from any portion of CASSATA OAKS, change the level of the land within CASSATA OAKS, or remove or plant landscaping which results in any permanent change in the flow and drainage of surface water within CASSATA OAKS. Except as otherwise permitted by the Community Standards, Owners may not plant additional plants, shrubs, or trees within any portion of their respective Lots without the prior written approval of the ACC.

12.30 Retention/Detention Areas. Ponds and other retention/detention areas within CASSATA OAKS may contain littoral areas which may be required by State and County regulations to be vegetated



with native plants and maintained in perpetuity. Any such littoral areas aid in shoreline stabilization and nutrient uptake, and provide habitat for native animal species. So long as required by the County, neither the Association or any Owner shall alter vegetation growing upon a littoral area without written authorization from Sarasota County's Environmental Protection Division office (to the extent written authorization is required by such agency). Alteration shall include, but not be limited to, cutting, mowing, pulling, planting, and the introduction of grass carp.

12.31 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first obtained from the ACC as required by this Declaration. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of CASSATA OAKS (including an evaluation of whether such item may pose a structural or fall hazard to adjoining Lots). The ACC's approval of the installation of any such item or device shall not be construed as any opinion, representation, warranty, or guarantee as to the structural safety or soundness of same, nor shall the ACC's approval be deemed to provide any opinion, representation, warranty, or guarantee with respect to potential hazards to health or safety caused by any such item or device. The ACC, the Declarant, and/or the Association, or any person acting on behalf of any of them, shall not be liable for any cost, injuries or damages incurred by any Owner or any other party whatsoever, due to any antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment placed on any Home or Lot. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with the Community Standards and shall be governed by the then current rules of the FCC.

12.32 Screened Enclosures and Decks/Patios/Lanais. Except as otherwise installed by the Declarant or a Builder (as approved by Declarant), all screening and screened enclosures shall have the prior written approval of the ACC and shall be in accordance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and shall comply with the Community Standards. Except as otherwise installed by the Declarant or a Builder (as approved by Declarant), all decks, patios, and lanais shall have the prior written approval of the ACC and shall be in compliance with the Community Standards.

12.33 Signs and Flags. Except as otherwise expressly provided herein, no sign, flag, banner, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of CASSATA OAKS, including, without limitation, any Home or Lot, that is visible from the outside. Notwithstanding the foregoing, any Owner may display in a respectful manner up to two (2) of the portable and removable flags expressly permitted under Section 720.304(2), Florida Statutes (2024), which permitted flags may not exceed four and one-half feet (4 ½') by six feet (6'). Further, in accordance with Section 720.304, Florida Statutes (2024), Owners may display a sign of reasonable size provided by a contractor for security services within ten feet (10') of any entrance to the Home, which sign shall not to exceed six inches (6") by six inches (6") in size. Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2024), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC. Each Owner may erect one (1) freestanding ground-level flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot as long as (i) the flag pole does not obstruct sightlines at intersections, (ii) is not erected within or upon any easement, and (iii) is in accordance with Section 720.304(2)(b), Florida Statutes (2024). The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may display in a respectful manner from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) of the other flags to the extent expressly permitted under Section 720.304(2), Florida Statutes (2024), so long as such additional flag is equal in size to or smaller than the United States flag and must be in accordance with Section 720.304, Florida Statutes (2024). Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, without limitation, noise and lighting ordinances in the County or the City and all setback and location criteria contained in this Declaration and the Community Standards. Notwithstanding the foregoing or anything contained herein to the contrary, stickers or signage, not to exceed two inches (2") by six inches (6") advising of medical needs

or other similar special needs of occupants (such as oxygen in use) are permitted in the nearest lower corner of the window near front and back entrance of the Home with the prior written approval of the ACC.

The Declarant, Builders, and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and for Builders, and their respective agents, employees, nominees, and assigns the right, privilege, and easement to construct, place, and maintain upon any property within CASSATA OAKS such signs and flags as the Declarant deems appropriate in connection with the development, improvement, construction, marketing, and sale of any of the Lots and Homes. Notwithstanding anything to the contrary herein, the exercise by a Builder of the rights and exemptions in this Section shall be subject to the Declarant's prior written approval as to the location, size, content, and design of such Builder's signs and flags within CASSATA OAKS. The Declarant reserves the right to institute a signage plan for CASSATA OAKS, which signage plan must be complied with by all Builders.

**12.34 Sports Equipment.** Except as expressly authorized by the Community Standards (but subject to any limitations in Sections 720.3045 and 720.3035(1), Florida Statutes (2024)) no recreational, playground, or sports equipment shall be installed or placed within or about any portion of CASSATA OAKS without the prior written consent of the ACC and then only if permitted by the Community Standards.

**12.35 Storage** No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained, except as authorized by the Community Standards. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from roadways in a manner approved by the ACC. Notwithstanding anything to the contrary contained herein, no portable storage, temporary storage pods, moving containers or any similar units designed for the temporary storage or transportation of an Owner's personal household goods are permitted within any portion of CASSATA OAKS. In the event an Owner is in violation of the foregoing restrictions, after written notification is given to such violating Owner, the Association shall have the right to enter upon such Owner's Lot to have such violating container or storage facility removed and all related removal costs, including, without limitation, administrative charges and attorneys' fees, shall be charged against the individual Owner as an Individual Assessment. This Section shall not apply to temporary structures and storage facilities utilized by Declarant, Declarant's designees, and/or Builders (as approved by Declarant) in connection with the construction, marketing, or sale of Homes. Builders shall have the right to place, erect, or construct portable, temporary or accessory buildings or structures within CASSATA OAKS for sales, construction storage, or other purposes, subject to the prior written approval by the Declarant as to the location, design, and quality of all portable, temporary, or accessory buildings or structures within CASSATA OAKS for sales, construction storage or other purposes.

**12.36 Subdivision and Regulation of Land.** No portion of any Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Declarant prior to the Community Completion Date, and thereafter, by the Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to CASSATA OAKS, without the prior written approval of the Declarant, which may be granted or denied in its sole discretion.

**12.37 Substances.** No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of CASSATA OAKS or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or located within side or rear yards in a manner to be screened from view by landscaping or other materials approved by the ACC.

**12.38 Surveillance Equipment and Security Systems.** No security and/or surveillance systems shall be installed in a manner that is unsightly or which interferes with the comfort and convenience of other Owners. Except for video monitoring doorbells or as otherwise expressly permitted by the Community Standards, all conduits and wiring on the exterior portion of a Home shall be encased and painted to match the adjacent exterior surface of the Home. All exterior equipment related to security systems shall be subject

to the Community Standards. Security cameras and other surveillance equipment shall not be directed onto a neighboring Home or installed directly across from the window of an adjacent Home so as to monitor or invade the privacy of any neighboring Home. Security alarms audible outside of the Home must be connected to a monitoring service that is able to remotely turn off the alarm, or the security alarm must automatically turn off after no more than fifteen (15) minutes of noise production audible outside of the Home.

12.39 Swimming, Fishing, and Boating. Swimming, wading, and fishing are prohibited within any of the retention/detention areas or water bodies within the boundaries of CASSATA OAKS (including, without limitation, any ponds or retention areas within Estate Lots). Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any retention/detention areas and/or any other water bodies within CASSATA OAKS (including, without limitation, any ponds or retention areas within Estate Lots).

12.40 Swimming Pools and Spas. No above-ground pools shall be permitted on any Lot. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design for pools on Lots must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the ACC; (iii) pool enclosures must be of a design, color and material approved by the ACC and shall be no higher than twelve feet (12') unless otherwise approved by the ACC; and (iv) pool enclosures shall in no event be higher than the roof line of the Home. Pool enclosures shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment) by the respective Owner. Unless installed by the Declarant, no diving boards, slides, or platforms shall be permitted without the ACC's approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the roadways, or into any retention/detention areas within CASSATA OAKS or adjoining properties.

12.41 Unmanned Aircraft Systems. So long as and to the extent prohibited by the Zoning Regulations and/or Notice of Proximity, drones or similar unmanned aircraft shall not be operated by an Owner or any Permitted User on, over, or from any portion of CASSATA OAKS.

12.42 Use of Homes. Each Home is restricted to residential use as a residence by Permitted Users. This Section 12.42 shall not apply to MPS or to Declarant's designees.

12.43 Visibility on Corners. Notwithstanding anything to the contrary in this Declaration, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs, or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

12.44 Wells and Septic Tanks. Except for any septic tanks or wells installed by the Declarant and/or the City, no individual wells or septic tanks will be permitted on any Lot.

12.45 Wetlands and Mitigation Areas. If CASSATA OAKS includes one or more preserves, upland conservation areas, buffers, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same without ACC approval and approval from any governmental agencies having jurisdiction. Such areas are to be maintained by the Association in their natural state. CASSATA OAKS may include one or more native habitat preserve areas, upland conservation areas, buffers, wetlands, and/or mitigation areas, and no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same without Board approval and approval from any governmental agencies having jurisdiction. Such areas are to be maintained by the Association in their natural state. All activities including, but not limited to, filling, excavating, well drilling, altering vegetation (including trimming of both trees and understory) and storing of materials shall be prohibited

within wetlands and preservation areas, unless written approval is first obtained from Sarasota County Conservation Environmental Permitting.

12.46 Window Treatments. Window treatments that may be viewed from the roadway shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or Lessee first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars, awnings or canopies shall be placed on the exterior of any Home. No shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC and in accordance with the Community Standards. No reflective tinting or mirror finishes on windows shall be permitted. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Owners are responsible for caulking or re-caulking all windows to ensure water tightness.

12.47 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

13. Easement for Unintentional and Non-Negligent Encroachments. If any building or improvement upon a Lot shall encroach upon another Lot or upon the Common Areas by reason of original construction by the Declarant or any Builder, then an easement for such encroachment shall exist so long as the encroachment exists, with no further action required by the Declarant, any Builder, or any Owner to establish such easement. Lots may contain improvements such as balconies, HVAC systems, or other improvements that may pass over or underneath an adjacent Lot or over or underneath the Common Areas. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves, and other protrusions onto an adjacent Lot.

14. Responsibility for Insurance, Repair, and Replacement.

14.1 Association Insurance.

14.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("**NFIP**"), the Association shall maintain insurance coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

14.1.2 Liability Insurance. The Association shall procure for the Common Areas only commercial general liability insurance coverage providing coverage and limits deemed appropriate by the Board. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least thirty (30) days' prior written notice to the Declarant (until the Community Completion Date) and the Association.

14.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

14.1.4 Other Insurance. The Association shall maintain such other insurance coverage as appropriate from time to time. All coverage obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not the Association owns title thereto.

14.1.5 Declarant. Prior to the Turnover, the Declarant shall have the right (but not the obligation), at the Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

## 14.2 Homes.

14.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance on their Home. Such insurance shall be sufficient for necessary repair or reconstruction work and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to re-sod and landscape land comprising the Lot. Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on its Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with their obligations hereunder.

14.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or (ii) the Owner shall tear the Home down, remove all the debris, and resod and landscape the Lot as required by the ACC ("**Required Demolition**") subject to applicable law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its reasonable discretion. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its reasonable discretion. Notwithstanding anything contained herein to the contrary, in the event an Owner elects to perform the Required Demolition, the Association shall have the right to require such Owner to thereafter commence to rebuild the Home, and such reconstruction/rebuilding of the Home must be completed within one (1) year from the date such Required Demolition is completed, or such longer period of time established by the Board in its reasonable discretion. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on their Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by Section 14 shall be in accordance with the Community Standards and any other standards established by the Association with respect to any casualty that affects all or a portion of CASSATA OAKS.

14.2.4 Additional Rights of the Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition or such other reconstruction or repair as herein provided, then the Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition or other such reconstruction or repair. All Required Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. The Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any Contractor certifies in writing to the Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for the Required Repair or Required Demolition

performed by the Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association.

14.2.5 Association Has No Liability. Notwithstanding anything to the contrary in this Section, the Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, the Association, its directors and officers, shall not be liable to any person if the Association does not enforce the rights given to the Association in this Section.

14.3 Compliance Monitoring. Notwithstanding any provision to the contrary contained herein or in any other Governing Document, neither the Association nor the Declarant shall be responsible for ensuring or confirming compliance with the insurance provisions contained herein, it being acknowledged by all Owners that such monitoring would be unnecessarily expensive and difficult. Moreover, neither the Association nor the Declarant shall be liable in any manner whatsoever for failure of an Owner to comply with this Section 14.

14.4 Fidelity Bonds. Unless waived by membership vote, the Association shall procure a blanket fidelity bond in accordance with Section 720.3033(5), Florida Statutes (2024), for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be in accordance with Section 720.3033(5), Florida Statutes (2024), as determined by the Board in its reasonable business judgment.

14.5 Association as Agent. The Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.6 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, the Association shall be responsible for reconstruction after casualty.

14.7 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform to the then current governmental regulation(s).

14.8 Cost of Payment of Premiums. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof, are Operating Expenses.

14.9 Declarant has No Liability. Notwithstanding anything to the contrary in this Section 14, the Declarant, its officers, directors, shareholders, and any related persons or legal entities and their employees, attorneys, agents, officers, and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage required by this Section or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

14.10 Additional Insured. Prior to the Community Completion Date, the Declarant shall be named as additional insured on all policies obtained by the Association, as their interests may appear.

## 15. Property Rights.

15.1 Easement of Enjoyment. Every Permitted User and every owner of an interest in CASSATA OAKS shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

15.1.1 Easements, restrictions, reservations, conditions, limitations, and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended or supplemented from time to time;

15.1.2 Rules and Regulations governing use and enjoyment of the Common Areas;

15.1.3 The right of the Association to suspend a Permitted User's rights hereunder, including, without limitation, voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes (2024);

15.1.4 The right of the Association to suspend a Permitted User's right to use (except vehicular and pedestrian ingress and egress and necessary utilities) all or a portion of the Common Areas for any period during which any Assessment levied against that Owner remains unpaid;

15.1.5 The right of the Declarant and/or the Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer by the Association shall be effective prior to the Community Completion Date without prior written consent of the Declarant;

15.1.6 The right of the Declarant and/or the Association to modify the Common Areas as set forth in this Declaration. No such modification by the Association shall be effective prior to the Community Completion Date without prior written consent of the Declarant;

15.1.7 The perpetual right of the Declarant or its agents and permitted assigns, as applicable, to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. The Association and each Owner shall give the Declarant unfettered access, ingress, and egress to the Common Areas so the Declarant and/or its agents can perform all tests and inspections deemed necessary by the Declarant. The Declarant shall have the right to make all repairs and replacements deemed necessary by the Declarant. At no time shall the Association or any Owner prevent, prohibit, and/or interfere with any testing, repair, or replacement deemed necessary by the Declarant relative to any portion of the Common Areas;

15.1.8 The rights of the Declarant, Declarant's assigns, and/or the Association as reserved in this Declaration, including the right to utilize the same and to grant use rights to others; and

15.1.9 An Owner relinquishes their right to use of the Common Areas during the time that a Home is leased to a Lessee.

15.2 Ingress and Egress. An ingress and egress easement is hereby created and reserved by the Declarant for itself and Permitted Users for pedestrian traffic over, through, and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time-to-time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through, and across such portions of the Common Areas, as may be paved and intended for such purposes.

15.3 Development Easement. In addition to the rights reserved elsewhere herein, the Declarant reserves an easement for itself and for Builders (subject to the terms and conditions of this Declaration with respect to Builders), and Declarant's additional nominees, over, upon, across, and under CASSATA OAKS as may be required in connection with the development of CASSATA OAKS, and other lands designated by the Declarant, and to promote or otherwise facilitate the development, construction, and sale and/or leasing of Lots, Homes, or any portion of CASSATA OAKS, and other lands designated by the Declarant. Further, Declarant reserves an easement for itself and its nominees, affiliates, and designees, over, upon, across, and under CASSATA OAKS, including all Lots, as may be necessary or desirable in connection with performing any construction, maintenance, or other development, and/or for purposes of obtaining any bond release, approval, or other deposit or as required by the City or the County. Without limiting the foregoing, the Declarant specifically reserves for itself and for Builders, and their subcontractors, suppliers

and consultants, the right to use all paved roads and rights of way within CASSATA OAKS for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. The Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas, shall be deemed ordinary maintenance of the Association payable by all Owners as part of the Operating Expenses. Without limiting the foregoing, at no time shall the Declarant be obligated to pay any additional amount to the Association on account of the Declarant's and/or Builders' use of the Common Areas. The Declarant and Builders intend to use the Common Areas for sales, marketing, and/or leasing, of Lots and Homes. Further, the Declarant may market other residences and commercial properties located outside of CASSATA OAKS from the Declarant's sales facilities located within CASSATA OAKS. The Declarant and Builders have the right to use all portions of the Common Areas in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes, subject to the prior written approval of the Declarant. At no time shall the Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. The easements created by this Section, and the rights reserved herein in favor of the Declarant and its designees and assigns shall be construed as broadly as possible and supplement the rights of the Declarant set forth elsewhere in this Declaration and the other Governing Documents. Notwithstanding any other provision of this Declaration to the contrary, the exercise of such easement rights reserved in favor of Builders pursuant to this Section 15.3 shall be subject to the Declarant's prior written authorization provided in a written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records.

15.4 Public Easements. Fire, police, school transportation, health, sanitation, and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the paved surfaces that are part of the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from telecommunications systems within CASSATA OAKS. Furthermore, a Private Light Provider shall also have the right to use all paved roadways for ingress and egress to and from any street lights and any related equipment or facilities located within CASSATA OAKS.

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of use and enjoyment to the Common Areas to the Owner's Lessees, subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

15.6 Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

15.7 Permits, Licenses, and Easements. Prior to the Community Completion Date, the Declarant, and thereafter the Association, shall, in addition to the specific rights reserved to the Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through CASSATA OAKS (including Lots, Parcels, and/or Homes) for telecommunications systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to the Declarant and, thereafter, the Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across CASSATA OAKS (including Lots, Parcels, and Homes) for



the reasonable and necessary maintenance of Common Areas, retaining walls, utilities, cables, wires, lateral supports or other supporting structures, tie backs, deadman anchors, and other similar facilities.

15.9 Drainage. A non-exclusive easement shall exist in favor of the Declarant, the Association, their designees, SWFWMD, the City, the County, and/or any governmental agency having jurisdiction over CASSATA OAKS over, across, and upon CASSATA OAKS for drainage, irrigation, and water management purposes. Any such drainage easement shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by the Declarant or a Builder; (ii) landscaping of the SWMS; (iii) as required by the City, the County, or the Permit; and/or (iv) improvements approved by the ACC. A non-exclusive easement for ingress and egress and access exists over, across, and upon CASSATA OAKS for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems, and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of CASSATA OAKS and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through CASSATA OAKS and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

15.10 Utility Easements. Except as provided herein, no Owner may install any improvements within the utility easement(s) depicted on any Plat, Title Documents, or other Agreements of CASSATA OAKS (collectively, the "Utility Easements"). Further, and except as provided herein, no Owner may make any changes to the improvements installed by the Declarant within the Utility Easement(s). No fences shall be erected or installed within the Utility Easements without the prior written consent of the ACC, except for fences installed by the Declarant. All fences must be in compliance with the Community Standards. In the event a fence is installed within any Utility Easement, with prior written ACC approval, the Owner is solely responsible for fence repair and/or replacement if the utility easement area needs to be accessed for installation, service, and/or repairs. Prior to digging, each Owner is responsible for calling 811, so all utility companies may locate and mark their underground facilities within the area, as required by Section 556, Florida Statutes (2024).

15.11 Right of Entry. The Declarant, Declarant's affiliates and designees, and the Association are granted a perpetual and irrevocable easement over, under and across all of CASSATA OAKS for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration, or repair which they are entitled to perform. Without limiting the foregoing, the Declarant, for itself, specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, the Declarant may construct, maintain, repair, alter, replace, and/or remove improvements, install landscaping, install utilities, and/or remove structures on any portion of CASSATA OAKS if the Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

15.12 Blanket Easement in Favor of the Association. The Association is hereby granted an easement over all of CASSATA OAKS, including all Lots, for the purposes of: (i) constructing, maintaining, replacing and operating all Common Areas; (ii) performing any obligation the Association is obligated to perform under this Declaration; and (iii) performing any obligation of an Owner for which the Association intends to impose an Individual Assessment.

15.13 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

16. Notice of Proximity; Zoning Regulations.

BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER IS DEEMED TO HAVE UNDERSTOOD, ACKNOWLEDGED AND AGREED TO THE ZONING REGULATIONS AND TO THE NOTICE OF PROXIMITY, WHICH ACCEPTANCE IS BINDING AND MAY BE USED IN A COURT OF LAW. EACH OWNER FURTHER ACKNOWLEDGES THAT BY ACCEPTING A DEED TO A LOT, SUCH OWNER IS RESPONSIBLE FOR ENSURING ALL OF ITS LESSEES AND OTHER PERMITTED USERS COMPLY WITH ALL REQUIREMENTS AND RESTRICTIONS UNDER THE ZONING REGULATIONS AND NOTICE OF PROXIMITY. WITHOUT LIMITATION OF THE FOREGOING, THE ASSOCIATION SHALL HAVE THE RIGHT (BUT NOT THE OBLIGATION) TO ENFORCE ANY AND ALL REGULATIONS AND RESTRICTIONS SET FORTH IN THE ZONING REGULATIONS AND/OR THE NOTICE OF PROXIMITY AS IF SUCH REGULATIONS AND RESTRICTIONS WERE INCLUDED WITHIN THIS DECLARATION AND MADE PART OF THE GOVERNING DOCUMENTS.

17. Assessments.

17.1 General. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established and collected from time to time by the Association (collectively, the "**Assessments**"). As Vacant Lots (as defined herein) and Spec Lots (as defined herein) may not receive certain services and/or are in a different state of development as other Lots, all Lots shall not be assessed uniformly.

17.2 Purpose of Assessments. The Assessments shall be used for, among other things, the purpose of operating and maintaining the Association and CASSATA OAKS. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

17.2.1 Installment Assessments. Any periodic assessment (on such frequency as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Expenses and collection of amounts necessary to pay any deficits from prior years' operation ("**Installment Assessments**");

17.2.2 Special Assessments. Any special assessments for capital improvements, major repairs, emergencies, or nonrecurring expenses ("**Special Assessments**");

17.2.3 Use Fees. Any specific fees, dues, or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use ("**Use Fees**"). Notwithstanding anything contained herein to the contrary, the Declarant shall not be required to pay Use Fees;

17.2.4 Reserves. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Reserves may be created by the approval of a majority of the total Voting Interests either at a duly called meeting or by written consent of the members. Once approved by a majority of the total Voting Interests, the Board shall create a "Reserve for Replacement" in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas or any other improvements maintained, repaired and/or replaced by the Association (the "**Reserves**"). Notwithstanding the foregoing, Reserves may be adopted by the Declarant, as the sole member of the Association, by written consent; provided, however, in no event shall the Declarant be obligated to create such Reserves. In the event the member(s) of the Association approve the establishment of Reserves, such Reserves shall be included in the budget for the following fiscal year and each year thereafter, unless otherwise waived for such particular year pursuant to Section 720.303, Florida Statutes (2024), and be payable in such manner and at such times as determined by the Association. Notwithstanding the foregoing or anything contained

herein to the contrary, Neighborhood Assessments for Reserves applicable to a particular Neighborhood (if any) shall be allocated to and levied against only those Owners within the applicable Neighborhood;

17.2.5 Individual Assessments. Any specific assessment for costs incurred by the Association or charges, fees, or fines levied against a specific Lot or Lots or the record title owner(s) thereof, which amounts are by their nature applicable only to one or more Lots, but less than all Lots ("**Individual Assessments**"). By way of example and not limitation, in the event an Owner fails to maintain their Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration, and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. Notwithstanding anything contained herein to the contrary, the Declarant shall not be required to pay Individual Assessments. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment; and

17.2.6 Neighborhood Assessments. Assessments for which Owners in a particular Neighborhood are subject in order to fund Neighborhood Expenses ("**Neighborhood Assessments**"). The lien for Neighborhood Assessments may be foreclosed in the same manner as any other Assessment.

17.3 Designation. The designation of Assessment type and amount shall be made by the Association. Prior to Turnover, any such designation must be approved by the Declarant. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

#### 17.4 Allocation of Operating Expenses and Neighborhood Expenses.

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any, and subject to the provisions herein with respect to Reserves applicable only to Neighborhoods) shall be allocated so that each Owner of a Home shall pay Operating Expenses, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes conveyed to Owners or any greater number determined by the Declarant from time to time (subject to the provisions herein regarding Vacant Lots and Spec Lots); provided, however, Neighborhood Assessments for Neighborhood Expenses and/or Reserves applicable to a Neighborhood shall be allocated to and levied against only those Owners within the applicable Neighborhood. The Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Homes owned by Owners (subject to the provisions herein with respect to Spec Lots). In addition, and subject to the right of the Declarant pursuant to Section 17.8 of this Declaration, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "**Vacant Lot**") and any Lot that has a Home constructed thereon but is owned by the Declarant or a Builder (a "**Spec Lot**") shall be assessed at fifty percent (50%) of the Installment Assessments and Neighborhood Assessments (if any and as applicable) assessed to Lots which do not qualify as Vacant Lots or Spec Lots. This lesser Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from certain maintenance and other services provided by the Association. With respect to any Vacant Lot owned by an Owner and upon which a Builder is constructing a Home, such Lot shall qualify as a "Vacant Lot" hereunder until a Certificate of Occupancy is issued for the Home, after which time Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments and Neighborhood Assessments (including Reserves, if any and as applicable) except as otherwise provided herein and Special Assessments. With respect to any unimproved Lot owned by Declarant, at such time as a Vacant Lot is improved with a Home and is conveyed by the Declarant to an Owner, then the Spec Lot shall be deemed a fully assessed Lot and shall be responsible for

one-hundred percent (100%) of Installment Assessments (including Reserves, if and as applicable) and Special Assessments. Assessments for Vacant Lots and Spec Lots shall be additional income to the Association and shall be used at the discretion of the Board for any purpose, including, without limitation, future and existing capital improvements, Operating Expenses, Neighborhood Expenses, support costs, and start-up costs. Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses, Neighborhood Expenses, and/or Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. In no event shall the Declarant pay Special Assessments. Notwithstanding anything contained herein to the contrary, commencing with the rental of any Home owned by a Builder for occupancy by a Lessee in exchange for the payment of rent, such Builder shall be treated as any other "Owner" hereunder for purposes of payment of Assessments.

17.4.2 In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. In the event the Neighborhood Expenses as estimated in the Neighborhood Expenses budget for a particular fiscal year are, after the actual Neighborhood Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Neighborhood Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners within the applicable Neighborhood as an Individual Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1<sup>st</sup> of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. After the Turnover Date, no vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Prior to the Turnover, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Owners' Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

17.4.3 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners or the Declarant of any sums due.

17.5 Assessments Allocation Generally. Installment Assessments and Reserves (if any) shall be uniform for all Lots improved with a Home, except for Spec Lots. Special Assessments shall be allocated equally to each Owner. Neighborhood Assessments for Neighborhood Expenses shall be allocated to and levied against only those Owners within the applicable Neighborhood (subject to the provisions herein with respect to Vacant Lots and Spec Lots). Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of the Declarant pursuant to Section 17.8 of this Declaration, Vacant Lots and Spec Lots shall be assessed at fifty (50%) of the Installment Assessments and Neighborhood Assessments (as applicable) assessed to Lots which do not qualify as Vacant Lots or Spec Lots. This lesser Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from certain maintenance and other services provided by the Association. Notwithstanding any other provision to the contrary, Declarant and Builders shall not be responsible for any Special Assessments, Reserves, Use Fees, or Individual Assessments.

17.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the record title owner of a Lot benefiting from, or subject to, the special service or cost as specified by the Association. The Declarant shall not be required to pay Use Fees or Individual Assessments.

17.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot to such Owner. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments that came due up

to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the Assessments are made.

17.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, Neighborhood Assessments, and Reserves (if any) are allocated based on the formula(s) provided herein, or upon the number of Lots and/or Homes conveyed to Owners in the prior fiscal year, it is possible the Association may collect more or less than the amount budgeted for Operating Expenses and/or Neighborhood Expenses. Prior to the Turnover, the Declarant shall have the option to (i) pay any Operating Expenses and Neighborhood Expenses incurred by the Association that exceed the Assessments receivable from Owners and other income of the Association, including, without limitation, the Initial Contributions and Resale Contributions, late fees, and interest (the "**Deficit**"), or (ii) pay Installment Assessments and Neighborhood Assessments (as applicable) on Homes or Lots owned by the Declarant at the applicable rate of Installment Assessments and/or Neighborhood Assessments (as applicable) established for such Lots and Homes, including Vacant Lots and Spec Lots. Notwithstanding any other provision of this Declaration to the contrary, the Declarant shall never be required to (i) pay Assessments if the Declarant has elected to fund the Deficit instead of paying Assessments on Homes or Lots owned by the Declarant, (ii) pay Special Assessments, Individual Assessments, or Reserves, or (iii) fund deficits due to delinquent Owners. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Board's sole and absolute discretion, to the funding of budgeted Reserves, if applicable; provided, however any surplus Neighborhood Assessments collected by the Association may be allocated towards the next year's Neighborhood Expenses, as applicable, or, in the Board's sole and absolute discretion, to the creation of Reserves applicable to such Neighborhood, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus Assessments to Owners. The Declarant may, at any time, give thirty (30) days' prior written notice to the Association terminating its responsibility for funding the Deficit, and waiving its right to exclusion from Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by the Declarant shall thereafter be assessed at the applicable rate of Installment Assessments and Neighborhood Assessments (as applicable) established for Lots owned by the Declarant, including Vacant Lots and Spec Lots. The Declarant shall not be responsible for any Reserves, Individual Assessments, Use Fees, or Special Assessments, even after the Turnover. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners (subject to provisions herein related to Vacant Lots and Spec Lots), prorated as of and commencing with, the month following the date of transfer of title. Upon transfer of title of a Vacant Lot owned by the Declarant (upon which a Builder will construct a Home thereon), then until the Home is completed on such Lot, the Lot shall be assessed in the amount established for Vacant Lots, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2024). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2024), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

17.9 Budgets. Budgets shall be prepared and adopted by the Board. Assessments shall be payable by each Owner as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

17.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

17.10.1 Installment Assessments and Neighborhood Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2024). The Board may from time to time determine when the Installment Assessments and Neighborhood Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments and Neighborhood Assessments shall be collected in advance on a quarterly basis.

17.10.2 Special Assessments and Individual Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Board. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of the Declarant.

17.10.3 The Association may establish, from time to time, by resolution, rule, or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Association.

17.11 Initial Contribution. The first purchaser of each Lot from the Declarant or MPS, at the time of closing of the conveyance from the Declarant to the purchaser, shall pay to the Association an initial contribution in the amount of Seven Hundred Fifty and No/100 Dollars (\$750.00) (the "**Initial Contribution**"). Notwithstanding anything contained herein to the contrary, no Initial Contribution shall be due upon any conveyance of a Lot from Declarant to MPS. The funds derived from the Initial Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to CASSATA OAKS, including, without limitation, future and existing capital improvements, Operating Expenses, Neighborhood Expenses, budgeted Reserves (if any), support costs, and start-up costs.

17.12 Resale Contribution. After a Home has been conveyed by the Declarant or MPS, there shall be collected from each purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner, a resale contribution in the amount of One Thousand and No/100 Dollars (\$1,000.00) (the "**Resale Contribution**") payable to the Association. The Resale Contribution shall not be applicable to conveyances from the Declarant. The funds derived from the Resale Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to CASSATA OAKS, including, without limitation, future and existing capital improvements, Operating Expenses, Neighborhood Expenses, budgeted Reserves (if any), support costs, and start-up costs.

17.13 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Lot unless all sums due to the Association have been paid in full and an estoppel certificate from the Association shall have been received by such Owner. The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner. Within fourteen (14) days of receipt of a written request therefor from an Owner, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount that is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay the Association, or its Manager (as defined below), as applicable, a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

17.14 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Lot, which, if not paid, could become a lien against the Lot that is superior to the lien for Assessments created by this Declaration.

17.15 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and

agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs, and reasonable attorneys' fees and paraprofessionals' fees at all levels of proceedings including appeals, collections, and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Lot and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts, which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs, and reasonable attorneys' fees and paraprofessionals' fees at all levels including appeals, collections, and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the Owner that was the record title owner of the Lot at the time when the Assessment became due, as well as such record title owner's heirs, devisees, personal representatives, successors or assigns.

**17.16 Subordination of the Lien to Mortgages.** The lien for Assessments shall be subordinate to (i) the liens of all taxes, bonds, assessments, and other governmental levies which by law would be superior, and (ii) the lien or charge of a bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2024). Any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Operating Expenses or Neighborhood Expenses (as applicable and as determined by the Board in its reasonable discretion). Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

**17.17 Acceleration.** In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

**17.18 Non-Payment of Assessments.** If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and No/100 Dollars (\$25.00) per month (or such greater amount established by the Board), together with simple interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessionals' fees, at all levels of proceedings, including appeals, collection, and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, then to interest (simple) accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, then to the delinquent Assessment payment first due, and then to any current Assessments. The allocation of payment described in the previous sentence



shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein, neither the Declarant nor the Association shall be responsible for any Assessments of any nature or any portion of the Operating Expenses or Neighborhood Expenses, except as the record title owner of a Lot, if applicable. Further, and notwithstanding anything to the contrary herein, neither the Declarant nor the Association shall be responsible for any Special Assessments or Reserves. The Declarant, at the Declarant's sole option, may pay Assessments on Lots owned by it, or fund the Deficit, if any, as set forth in Section 17.8 herein. In addition, the Board shall have the right to exempt any portion of CASSATA OAKS from Assessments, provided that such part of CASSATA OAKS exempted is used (and as long as it is used) for any of the following purposes:

17.19.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; or

17.19.2 Any of CASSATA OAKS exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

17.20 Collection by Declarant; Advances from Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, the Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, including, but not limited to, recovery of attorneys' fees, paraprofessionals' fees, and costs at all levels including appeals, collections, and bankruptcy. Such remedies shall be deemed assigned to the Declarant for such purposes. Further, at any time Declarant may, but is not required to, advance monies to the Association for operations. In the event such advances are made, they will be considered a loan from Declarant, and such advanced sums shall bear interest and the Association will be obligated to repay such advance as hereinafter set forth. If the Declarant advances any sums to the Association, it shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees, paraprofessionals' fees, and costs at all levels including appeals, collections, and bankruptcy.

17.21 Rights to Pay Assessments and Receive Reimbursement. The Association, the Declarant, and any Lender shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot or Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due.

17.22 Mortgagee Right. Each Lender may request to the Association in writing that the Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage which default is not cured within thirty (30) days after the Association learns of such default. A failure by the Association to furnish notice to any Lender shall not result in liability of the Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of the Association to the Lender.

17.23 Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including, without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the receipt of written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.



18. Information to Lenders and Owners.

18.1 Availability. There shall be available to Owners and Lenders for inspections upon request, during normal business hours or under other reasonable circumstances, current copies of the Governing Documents.

18.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

18.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

18.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent the Association is notified of the same;

18.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

18.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

18.3.4 Any proposed action that specifically requires the consent of a Lender.

18.4 Failure of Lender to Respond. Any Lender who receives a written request to respond to proposed amendment(s) to the Governing Documents shall be deemed to have approved such amendment(s) if the Lender does not submit a response to any such request within sixty (60) days after it receives proper notice of the proposed amendment(s); provided such request is delivered to the Lender by certified or registered mail, return receipt requested.

19. Architectural Control.

19.1 Architectural Control Committee. Once established, the ACC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to CASSATA OAKS. The ACC shall consist of a minimum of three (3) members who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. Until the Community Completion Date, the Declarant shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. The Declarant shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by the Declarant, the Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If the Declarant fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as the Declarant with respect to the ACC.

19.2 Membership. There is no requirement that any member of the ACC be a member of the Association.

19.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of CASSATA OAKS. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within CASSATA OAKS by Owners. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for design, construction, and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date,

any additional standards or modification of existing standards shall require the consent of the Declarant, which may be granted or denied in its sole discretion.

19.4 Master Plan. The Declarant has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, the Declarant reserves the right to modify the Master Plan or any site plan at any time, as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, THE DECLARANT MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING CASSATA OAKS. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW CASSATA OAKS WILL APPEAR UPON COMPLETION AND THE DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS THE DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

19.5 Community Standards. Each Owner, Builder, and their Contractors and employees shall observe, and comply with, the Community Standards that now or may hereafter be adopted by the Declarant or the Board. Prior to the Turnover Date, the Declarant or the Board shall have the right to adopt Community Standards. After the Turnover Date, the Board shall have the right to adopt Community Standards; provided, however, until the Community Completion Date the Declarant shall have the right to approve the Community Standards and any amendments thereto, which approval may be granted or denied in its sole discretion. The Community Standards, as amended from time to time, (i) shall be effective from the date of adoption by either the Declarant or the Board, as applicable; (ii) shall be specifically enforceable by injunction or otherwise; and (iii) shall have the effect of covenants as if set forth herein verbatim. To the extent the Community Standards are more restrictive as to any matter set forth in this Declaration, then the provisions of the Community Standards shall control. The Community Standards shall not require any Owner to alter the improvements approved by the ACC (or the Declarant, with respect to approval of a Builder's improvements) and previously constructed.

19.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

19.7 Power and Duties of the ACC. No improvements shall be constructed on a Lot, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or installed upon a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by the Declarant or a Builder (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC. Notwithstanding the foregoing or anything to the contrary contained in this Declaration, submittal to, and review and approval from, the ACC shall not be required for (a) any changes, replacements, alterations, or improvements to the interior of a Home that are not visible from the frontage of the Lot, an adjacent Lot, or any adjacent Common Area; or (b) any plans and specifications for a central air-conditioning, refrigeration, heating, or ventilating system if such system is (i) not visible from the Lot's frontage, an adjacent Lot, or any portion of the Common Area, and (ii) substantially similar to a system that is approved or recommended by the Association or the ACC.

19.8 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

19.8.1 Each Owner shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the

proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

19.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

19.8.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications, which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons, or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the Community Standards, the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

19.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

19.8.5 In the event that the ACC disapproves any plans and specifications, the ACC must provide written notice to the applicable Owner stating with specificity the rule or covenant on which the ACC relied when denying the request or application and the specific aspect or part of the proposed improvement that does not conform to such rule or covenant. Upon any such disapproval by the ACC, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide the applicant such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

19.8.6 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the applicant's receipt of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

19.9 Alterations. Any and all alterations, deletions, additions, and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

19.10 Variances. The Association or the ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis,

provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

19.11 Permits. Each Owner (including any applicable Builder) is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

19.12 Construction Activities. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

19.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in CASSATA OAKS shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike, and continuous basis. Roadways, easements, swales, Common Areas, and other such areas in CASSATA OAKS shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in CASSATA OAKS and no construction materials shall be stored in CASSATA OAKS, subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled, and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state, and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Community Standards. If an Owner (or any of its respective Contractors and employees) shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

19.12.2 There shall be provided by the Owner to the ACC, if requested by the ACC, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Contractors and their employees shall utilize those roadways and entrances into CASSATA OAKS as are designated by the ACC for construction activities. The ACC shall have the right to require that each Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

19.12.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in CASSATA OAKS.

19.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within CASSATA OAKS. Each Owner shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within CASSATA OAKS and each Owner shall include the same therein.

19.13 Inspection. There is specifically reserved to the Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of CASSATA OAKS at any

time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

19.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessionals' fees at all levels including appeals, collections and bankruptcy, incurred by the Association or the ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or the Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

19.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover court costs, expenses, attorneys' fees and paraprofessionals' fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

19.16 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other guidelines or standards promulgated by the ACC, the Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

19.17 Certificate of Compliance. If requested in writing by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by any person or entity other than the Declarant, or its designees, the ACC shall provide a Certificate of Compliance from the ACC, certifying whether the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Section.

19.18 Exemption; MPS Rights. Notwithstanding anything to the contrary contained in the Governing Documents, including, without limitation, the Community Standards, any improvements of any nature made or to be made by the Declarant, its contractors, agents, and assigns, including without limitation, improvements made or to be made to the Common Areas, or any Lot or Home, shall not be subject to the Community Standards and/or review and approval by the ACC or the Association. Further, notwithstanding anything to the contrary contained in the Governing Documents, including, without limitation, the Community Standards, for so long as MPS owns property within CASSATA OAKS, any improvements of any nature made or to be made by MPS shall not be subject to review and approval by the ACC or the Association; provided, however, all improvements of any nature whatsoever (including without limitation, Homes, landscaping, fences, walls, paving, lighting, or any modification on a Lot) made or to be made by or on behalf of MPS shall be subject to the Community Standards and subject to review and written approval by the Declarant. Such written approval by the Declarant shall not be subsequently modified or revoked for any reason, including a change to the Community Standards which occurs following the approval of Declarant.

19.19 Exculpation. The Declarant, the Association, the directors or officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner, Builder, or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of the Declarant, the Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant, the Association, or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of the Declarant, the Association, or ACC or their respective members, officers, or directors in

connection with the provisions of this Section 19. The Association does hereby indemnify, defend and hold the Declarant and the ACC, and each of their members, officers, directors, shareholders and any related persons or legal entities and their employees, harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessionals' fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, ACC or their members, officers and directors. The Declarant, the Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

19.20 Damage Deposit. If an Owner submits an application to the ACC with respect to the installation, removal, and/or modification of a pool, spa, and/or lanai within such Owner's Lot, such Owner shall remit to the Association a refundable damage deposit in the amount of Two Thousand and No/100 Dollars (\$2,000.00), or such other amount as determined by the Board from time to time, to cover expenses related to any damage caused to the Common Areas or other areas within CASSATA OAKS by the Owner and/or its contractors, subcontractors, employees, or assigns as a result of the applicable installation, removal, or modification (the "Damage Deposit"). Such Damage Deposit shall be remitted to the Association by check at the time such application is submitted by the Owner. If such application is denied, the Association shall return the full amount of such Damage Deposit to the applicable Owner within fourteen (14) days of such denial. Owners shall notify the ACC upon completion of any such improvement, removal, or modification requiring a Damage Deposit, at which time the ACC or the Association shall have the right to inspect the applicable Owner's Lot, the Common Areas, and any other applicable property within CASSATA OAKS for damage. The applicable Owner shall be responsible, at its sole cost and expense, for repairing and/or replacing any damage found during such inspection within thirty (30) days of notice by the ACC or the Association to such Owner. The Association shall be permitted to apply the Damage Deposit to any Owner obligations in connection with the repair and/or replacement of damage to a Lot or Common Areas or as otherwise described in this Declaration; provided that such Owner does not undertake such obligations after notice from the ACC or the Association. Unless otherwise applied as provided herein, and except as otherwise required by applicable law, the Damage Deposit shall be returned to the Owner within fourteen (14) days of the Association or the ACC's inspection and determination that there is no such damage or any such damage has been adequately repaired and/or replaced, in its sole discretion. In the event that the Owner does not comply with this Section, the Association may charge the Damage Deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the collection of the Damage Deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

20. Enforcement. The following provisions shall be subject to any limitations in Section 720.305, Florida Statutes (2024), as applicable.

20.1 Right to Cure. Should any Permitted User do any of the following:

20.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SWFWMD;

20.1.2 Cause any damage to any improvement or Common Areas;

20.1.3 Impede the Declarant, the Association, MPS or any other approved Builder, from exercising its rights or performing its responsibilities hereunder;

20.1.4 Undertake unauthorized improvements or modifications to any Lot, Home, or the Common Areas; or

20.1.5 Impede the Declarant, MPS or any other approved Builder, from proceeding with the construction of Homes or completing the development of CASSATA OAKS; then the Declarant, applicable Builder, and/or the Association, where applicable, after reasonable prior written notice, shall have the right (but not the obligation), through its agents and employees, to cure the breach, including, but not limited to, entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. Any cost thereof incurred, plus reasonable overhead costs and attorneys' fees and paraprofessionals' fees at all levels including appeals, collections and bankruptcy, shall be (i) assessed against the Owner and/or Lot as an Individual Assessment, subject to any limitations in Section 720.305, Florida Statutes (2024), if such costs are incurred by the Association, or (ii) promptly paid by the Owner to the Declarant, immediately upon such Owner's receipt of an invoice of same, if such costs are incurred by the Declarant.

20.2 Non-Monetary Defaults. In the event of a violation by any Permitted User, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, the Declarant or the Association shall notify (i) the applicable Owner who committed such violation, or (ii) the applicable Owner through or under which such Permitted User(s) is (are) accessing or utilizing CASSATA OAKS, of the violation, by delivering written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after receipt of such written notice, the party entitled to enforce same may, at its option:

20.2.1 Commence an action to enforce the performance on the part of the Owner or Permitted User, or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

20.2.2 Commence an action to recover damages; and/or

20.2.3 Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action, including reasonable attorneys' fees and paraprofessionals' fees at all levels including appeals, collections, and bankruptcy shall be assessed against the applicable Owner as an Individual Assessment, and shall be immediately due and payable without further notice, subject to any limitations in Section 720.305, Florida Statutes (2024).

20.3 No Waiver. The election not to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant, or condition in the future.

20.4 Rights Cumulative. All rights, remedies, and privileges granted to the Declarant, the Association and/or the ACC pursuant to any terms, provisions, covenants, or conditions of this Declaration or the Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights, or privileges as may be granted or as it might have by law.

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration and the other Governing Documents may be enforced by the Declarant and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the other Governing Documents. Further, neither the Association nor the Declarant has any obligation whatsoever to become involved in any dispute between Owners and/or Builders in connection with the enforcement of the Governing Documents. To the extent permitted under Florida law, the Association shall be prohibited from making claims on behalf of the members or intervening in an individual action by a member(s). Class A members shall not institute claims regarding Common Areas and/or other matters of common interest where the Association has already brought such a claim.

The expense of any litigation to enforce this Declaration or the other Governing Documents shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the other Governing Documents. The District, SWFWMD, and the Association shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation, and repair of SWMS.

20.6 Fines and Suspensions. The Board may suspend, for reasonable periods of time and in accordance with Section 720.305, Florida Statutes (2024), the rights of a Permitted User to use the Common Areas (except vehicular and pedestrian ingress and egress and necessary utilities) for failure of the Permitted User to comply with any provision of the Governing Documents including, without limitation, those provisions benefiting SWFWMD. In addition, the Board may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2024), against a Permitted User for failure to comply with any provision of the Governing Documents, including, without limitation, those provisions benefiting SWFWMD.

20.6.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and hearing. Fines in the aggregate are not capped to any amount.

20.6.2 A fine or suspension may not be imposed without delivery of a written notice of at least fourteen (14) days to the person sought to be fined or suspended and a hearing before a committee of at least three (3) persons (the “**Violations Committee**”) appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. The role of the Violations Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing delivered to the Permitted User in accordance with Section 720.305, Florida Statutes (2024), and must include (i) a description of the infraction(s) or violation(s) and any specific action required to cure the violation (if and as applicable), (ii) the specific action required to cure such infraction(s) or violation(s) (if any and as applicable), (iii) the date and location of the hearing, and (iv) access information if such hearing will be held by telephone or other electronic means. The hearing of the Violations Committee must be held within ninety (90) days after issuance of the notice of violation. If the Association imposes a fine or suspension, the Board must provide written notice of such fine or suspension to the Owner and, if applicable, the applicable Permitted User, by mail or hand delivery to the Owner's designated mailing or e-mail address in the Association's Official Records (as defined in the Bylaws). The notice and hearing requirements under this Section 20.6.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Board.

20.6.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time and in accordance with Section 720.305, Florida Statutes (2024). The Permitted User (or Owner on behalf of any other Permitted User) shall have a right to be represented by counsel and to cross-examine witnesses. The Permitted User (or Owner on behalf of any other Permitted User) has the right to attend a hearing by telephone or other electronic means. A written decision of the Violations Committee shall be submitted to the Permitted User by not later than seven (7) days after the hearing, which notice shall include the Violations Committee's findings related to the violation, including any applicable fines or suspensions that the Violations Committee approved or rejected, and how the applicable Permitted User may cure the violation, if applicable, or fulfill a suspension, or the date by which a fine must be paid. The Permitted User shall have a right to be represented by counsel and to cross-examine witnesses.

20.6.4 The Violations Committee may approve (by a majority vote) a fine imposed by the Board against the Permitted User in the amount of One Hundred and No/100 Dollars (\$100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of non-



compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine a Permitted User. In the event a violation has not been cured prior to the applicable hearing or as authorized pursuant to Section 720.305(2), Florida Statutes (2024), any fines imposed for such violation shall be paid not later than thirty (30) days after receipt of notice of the imposition of the fine(s). All monies received from fines shall be allocated as directed by the Board. Any fine in excess of One Thousand and No/100 Dollars (\$1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

20.7 Abatement; Right of Entry. In addition to (and without any limitation of) the foregoing rights and remedies and any other rights and remedies available at law or in equity, whenever any Lot or portion thereof or improvement thereon is in violation of this Declaration, including without limitation, in the event any improvement which is constructed by or on behalf of an Owner in violation of the Community Standards or other Governing Documents, or in the event any portion of a Lot and/or Home has fallen into disrepair and/or has not been maintained as required by the Governing Documents, then in such event, the Association and its agents shall have the right (but not the obligation), to enter upon the Lot where such violation, damage, or destruction exists and summarily abate, remove, or correct the same at the expense of the Owner of such Lot. Any such entry, abatement, removal, restoration, or construction work by the Association shall not be deemed a trespass. Except in the event of an emergency as determined by the Board in its reasonable discretion (which shall not require prior notice), entry by the Association to conduct any such abatement, removal, restoration, or construction may be made upon three (3) days' prior notice to the respective Owner. All amounts expended by the Association, together with simple interest thereon at the rate of eighteen (18%) percent per annum, and all costs and reasonable attorneys' and paraprofessionals' fees incurred by the Association, shall be treated as an Individual Assessment subject to the provisions for the collection of Assessments as set forth herein.

## 21. Additional Rights of Declarant.

21.1 Sales and Administrative Offices. The Declarant, Declarant's designees, and MPS shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of CASSATA OAKS and sales and/or leasing of Lots and Homes. This right shall include, but not be limited to, the right to maintain models, sales and administrative offices and parking associated therewith (all at locations as determined by Declarant in its sole discretion), have signs on any portion of CASSATA OAKS as determined by Declarant in its sole discretion (including Common Areas and Lots owned by Declarant or its designees), have employees in the models and offices without the payment of rent or any other fee, maintain offices in models, and use Common Areas to show Lots or Homes. The sales offices and signs and all items pertaining to development and sales utilized by Declarant remain the property of the Declarant and/or its designees, as applicable. The sales offices and signs and all items pertaining to development and sales utilized by MPS remain the property of MPS or its designees, as applicable. The Declarant and MPS shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

21.2 Modification. The development and marketing of CASSATA OAKS will continue as deemed appropriate in the Declarant's sole discretion, and nothing in the Governing Documents, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of CASSATA OAKS to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which the Declarant or its agents, affiliates, designees, or assignees may deem necessary or appropriate. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat or described herein, (ii) to plat or replat all or any part of CASSATA OAKS or reconfigure any Lot, and (iii) to widen, extend, or relocate any right of way shown on any Plat(s) or convert a Lot to use as a right of way, provided the Declarant owns the lands affected by or subject to such change, or if the Declarant does not own such lands, with the prior written consent of the record title owner of such land. The Association and Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments which the Declarant deems

necessary or convenient, in its sole and absolute discretion, to accomplish the same. To the extent legally required, the Association and each Owner shall be deemed to have granted to the Declarant an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

21.3 Promotional Events. Prior to the Community Completion Date, the Declarant, Declarant's designees, and MPS shall have the right, at any time or location within CASSATA OAKS as determined by the Declarant in its sole discretion, to hold marketing, special, and/or promotional events within CASSATA OAKS (including on the Common Areas) without any charge for use. The Declarant, MPS, and their agents, affiliates, or assignees shall have the right to market CASSATA OAKS in advertisements and other media by making reference to CASSATA OAKS, including, but not limited to, pictures or drawings of CASSATA OAKS, Common Areas, Homes, and Lots. All logos, trademarks, and designs used in connection with CASSATA OAKS are the property of the Declarant, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of the Declarant.

21.4 Use by Prospective Purchasers. Prior to the Community Completion Date, the Declarant, Declarant's designees, and MPS shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Lots and Homes.

21.5 Franchises. The Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

21.6 Management. The Declarant may manage the Association and Common Areas. The Declarant and/or the Association may also contract with a third party ("**Manager**") for management of the Association and the Common Areas.

21.7 Easements. Until the Community Completion Date, the Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits, and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services, and other purposes over, under, upon, and across CASSATA OAKS so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, the Declarant and/or the Association may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of the Declarant and the Association, in perpetuity, for such purposes. Without limiting the foregoing, the Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot. As an illustration, the Declarant may grant an easement for telecommunications systems, irrigation facilities, drainage lines, or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. The Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by the Declarant: (i) join in the creation of such easements and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by the Declarant, nor will it grant any such easement, permit, or license prior to the Community Completion Date without the prior written consent of the Declarant which may be granted or denied in its sole discretion.

21.8 No Failure of Easements. Notwithstanding anything contained in the Governing Documents to the contrary, should the intended creation of any easement provided for in the Governing Documents fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement or no separate ownership of the dominant and servient estates, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Declarant and/or the Association, as applicable, as agent for such intended grantees, or to be a "springing easement" for the purpose of allowing the original party to whom, or the original party to which, the easements were originally intended to have been granted the benefit of such easement, and the Owners hereby designate the Declarant and the Association (or either

of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

21.9 Right to Enforce. The Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the other Governing Documents and to recover all costs relating thereto, including attorneys' fees and paraprofessionals' fees at all levels of proceeding, including appeals, collections, and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

21.10 Additional Development. If the Declarant withdraws portions of CASSATA OAKS from the operation of this Declaration, the Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. The Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the improvements and/or facilities which were originally planned to be included in such areas. If so designated by the Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by the Declarant.

21.11 Representations. The Declarant makes no representations concerning development both within and outside the boundaries of CASSATA OAKS including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements within CASSATA OAKS or adjacent to or near CASSATA OAKS, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, use, number of Homes, number of buildings, the existence of any Common Areas, location of easements, parking and landscaped areas, services and/or amenities offered. The Declarant makes no representations whatsoever concerning rentals or occupancy of Homes, and the Declarant and its affiliates may sell Homes to investors or to buyers who may not occupy their Homes as their primary residence.

21.12 [Intentionally Deleted].

21.13 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT, NOR BUILDERS, NOR THE ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF CASSATA OAKS INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, CONTRACTORS, AND/OR INVITEES, OR FOR ANY PROPERTY OF ANY SUCH PARTY WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

21.13.1 IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF CASSATA OAKS HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF CASSATA OAKS AND THE VALUE THEREOF;

21.13.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR SARASOTA COUNTY OR PREVENTS TORTIOUS ACTIVITIES;

21.13.3 THE PROVISIONS OF GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND

21.13.4 EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF CASSATA OAKS (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, AND CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, MANAGERS, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS).

21.14 Resolution of Disputes. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATED TO, THE GOVERNING DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION, OR OMISSION OF ANY PARTY, SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. **THE DECLARANT, THE ASSOCIATION, AND EACH OWNER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN SUCH INSTANCE.** THE DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A LOT.

21.15 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, EACH HOME IS LOCATED IN SARASOTA COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN SARASOTA COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND THE DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN SARASOTA COUNTY, FLORIDA.

21.16 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. THE DECLARANT AND THE ASSOCIATION ARE RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO THE DECLARANT; ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR THE DECLARANT TO SUBJECT CASSATA OAKS TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE DECLARANT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN

EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

21.17 Duration of Rights. The rights of the Declarant set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Date; or (ii) a relinquishment of such rights by the Declarant in an amendment to the Declaration recorded in the Public Records.

21.18 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of CASSATA OAKS, and may form condominium associations, sub-associations, or cooperatives governing such property. No person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of CASSATA OAKS without the Declarant's prior review and prior written consent. Evidence of the Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

21.19 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in CASSATA OAKS shall be subject to the prior written approval of the Declarant. The Declarant shall deliver notice of the Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If the Declarant fails to deliver notice of the Declarant's approval or disapproval within such thirty (30) day period, the Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained. This Section 21.19 shall not apply to MPS.

21.20 Use Name of "CASSATA OAKS." No person or entity shall use the name "CASSATA OAKS," its logo, or any derivative of such name or logo in any printed, electronic, or promotional material without the Declarant's prior written approval. Until the Turnover Date, the Declarant shall have the sole right to approve the use of the CASSATA OAKS name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name "CASSATA OAKS" in printed, electronic, or other promotional material where such term is used solely to specify that particular property is located within CASSATA OAKS. This Section 21.20 shall not apply to MPS.

21.21 Density Transfers. If the record title owner of a Parcel develops the Parcel so that the number of Lots contained in such Parcel is less than the allowable number of Lots allocated by governmental authorities to that particular Parcel, the excess allowable Lots not used by such party (with respect to that Parcel) shall inure to the benefit of the Declarant.

22. Refund of Taxes and Other Charges. Unless otherwise provided herein, the Association agrees that any taxes, fees or other charges paid by the Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to the Declarant in the event such refund is received by the Association.

23. Assignment of Powers. All or any part of the rights, exemptions, powers, and reservations of the Declarant, herein contained may be conveyed or assigned, in whole or in part, to other persons or entities by an instrument in writing duly executed, acknowledged, and, at the Declarant's option, recorded in the Public Records.

## 24. General Provisions.

24.1 Authority of Board. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by a majority of the Board. The Association and Owners shall be bound thereby.

24.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect. Further, without limiting the generality of the foregoing, if any part of the Declaration is not enforceable in accordance with its terms or would render other parts of the Declaration unenforceable, the unenforceable part shall be judicially modified (or shall be deemed modified), if at all possible, to come as close as possible to the expressed intent of such part without jeopardizing other parts of the Declaration, and then is to be enforced as so modified. If the unenforceable part cannot be so modified, such part shall be unenforceable and considered null and void in order that the paramount goal (that the Declaration is to be enforced to the maximum extent possible strictly in accordance with its terms) can be achieved. Notwithstanding anything contained herein to the contrary, in the event certain remedies for collection of Assessments or any other charges owed to the Association may be deemed unenforceable from time-to-time now or in the future, under no circumstances shall the Association's substantive right to receive payment of such Assessments or charges (or any portion thereof) be rendered unenforceable, invalid or inappropriate, and Association shall retain the right to receive such payments and enforce collection of same through all remedies available at law or in equity which are not otherwise declared unenforceable.

24.3 Execution of Documents. The Declarant's plan of development for CASSATA OAKS including, without limitation, the creation of one (1) or more special taxing districts may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, the Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of CASSATA OAKS, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to CASSATA OAKS or any portion(s) thereof.

24.4 Affirmative Obligation of the Association. In the event the Association believes that the Declarant has failed in any respect to meet the Declarant's obligations under this Declaration or has failed to comply with any of its obligations under law or the Common Areas constructed by the Declarant are defective in any respect, the Association shall give written notice to the Declarant detailing the alleged failure or defect. The Association agrees that once the Association has given written notice to the Declarant pursuant to this Section, the Association shall be obligated to permit the Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by the Declarant to respond to such notice at all reasonable times. The Association agrees that any inspection, test, and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of the Declarant to repair or address, in the Declarant's sole option and expense, any aspect of the Common Areas deemed defective by the Declarant during its inspections of the Common Areas. The Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage the Declarant.

24.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing, or when transmitted by any form of Electronic Transmission in accordance with Section 24.11 below.

24.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date this Declaration is recorded in the Public Records, except to the extent provided otherwise in the Governing Documents as to any particular provision of the Florida Statutes.

24.7 Construction Activities. ALL OWNERS AND PERMITTED USERS OF CASSATA OAKS ARE HEREBY PLACED ON NOTICE THAT (1) THE DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO CASSATA OAKS, WHICH MAY CAUSE NOISE, DUST, OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF CASSATA OAKS, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO CASSATA OAKS WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES, OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM THE DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF CASSATA OAKS HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

24.8 Title Documents. Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records (collectively, the "**Title Documents**"). The Declarant's plan of development for CASSATA OAKS may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. THE DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners, the Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Turnover Date, the Association shall assume all of the obligations of the Declarant under the Title Documents unless otherwise provided by the Declarant by amendment to this Declaration recorded by the Declarant in the Public Records, from time to time, and in the sole and absolute discretion of the Declarant.

24.9 Right to Contract for Telecommunications Services. The Declarant and/or the Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of CASSATA OAKS. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of the Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be part of the Operating

Expenses or Neighborhood Expenses (as applicable), or otherwise as otherwise determined by the Board in its reasonable discretion.

24.10 Electronic or Video Communication. Wherever the Governing Documents require members' attendance at a meeting either "in person or by proxy," members may attend and participate at such meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication; provided, however, members may attend and participate in this manner only if a majority of the Board approved use of telephone, real-time videoconferencing, or similar real-time electronic or video communication for participation and attendance at meetings.

24.11 Electronic Transmission as Substitute for Writing. Wherever the Governing Documents require action by the Association to be taken in writing, such action may be taken by Electronic Transmission, with the exception of the following: (i) giving notice of a meeting called in whole or in part for the purpose of recalling and removing a member of the Board; and (ii) when requesting dispute resolution, or collecting payments for assessments and providing notice of lien claims.

24.12 Enforcement of Governing Documents. Enforcement of the Governing Documents, including, without limitation, this Declaration, may be by proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, or any Owner may, but shall not be required to, seek enforcement of the Governing Documents. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by the Governing Documents, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

24.13 Right to Contract. Prior to the Turnover Date, the Declarant, and thereafter, the Association, shall have the right, to make the Common Areas available to individuals, persons, firms or legal entities other than the Owners. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations to pay Assessments pursuant to this Declaration, or give any Owner the right to avoid any of the provisions of this Declaration. Prior to the Turnover Date, the Declarant shall have the right to determine from time to time, and at any time, in the Declarant's sole absolute discretion, the manner in which the Common Areas will be made available to individuals, persons, firms or legal entities other than the Owners and the fees and charges that may be charged for such use. In addition, prior to the Turnover Date, the Declarant, and thereafter, the Association, shall have the right to enter into agreements for maintenance, lease, use, license, or easements with any other homeowners association, property owners association, governmental or quasi-governmental agency or other entity. The Declarant or the Board may enter into such agreement on behalf of the Association without the prior written consent or joinder of any other party; provided, however, prior to the Turnover Date, all such agreements entered into by the Association require the prior written consent of the Declarant. Such agreements may obligate the Association to maintain certain real property or improvements not owned by the Declarant or the Association, or such agreements may obligate the Association to pay a contribution for maintenance costs or use fees for certain real property or improvements not owned by the Declarant or the Association. Any expense incurred by the Association, or payment required to be made by the Association, in connection with any such agreement shall constitute an Operating Expense of the Association.

24.14 Declarant's Disclaimer of Representations. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE DECLARANT MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER EITHER EXPRESS OR IMPLIED, THAT ANY PLANS PRESENTLY ENVISIONED FOR THE COMPLETE DEVELOPMENT OF CASSATA OAKS OR SURROUNDING LAND CAN OR WILL BE CARRIED OUT, OR THAT ANY REAL PROPERTY NOW OR HEREAFTER ACQUIRED BY THE DECLARANT IS OR WILL BE SUBJECT TO THIS DECLARATION, OR THAT ANY SUCH REAL PROPERTY (WHETHER OR NOT IT HAS BEEN SUBJECTED TO THIS DECLARATION) IS OR WILL BE COMMITTED TO OR DEVELOPED FOR A PARTICULAR (OR ANY) USE OR PURPOSE, OR THAT SUCH REAL PROPERTY ONCE USED FOR A PARTICULAR USE, WILL CONTINUE IN EFFECT OR WILL BE SUFFICIENT FOR SUCH PURPOSE. While the Declarant has no reason to believe that any of the covenants, restrictions and other provisions contained in this Declaration are or may be invalid or



unenforceable for any reason or to any extent, the Declarant makes no warranty or representation as to the present or future validity or enforceability of any such covenants, restrictions and other provisions. Any Owner acquiring a Lot in reliance on such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold the Declarant harmless therefrom.

24.15 Additional Right of the Association to Enter into Agreements. The Association may enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of CASSATA OAKS, including, but not limited to, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes (2024), the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement. Notwithstanding the foregoing, prior to the Community Completion Date, any such agreement entered into by the Association shall require the prior written approval of the Declarant. The purpose of this Section is to confirm the Board's express authority to enter into such agreements on behalf of the Association without a vote of the members, pursuant to Section 720.31(6), Florida Statutes (2024). Nothing in this Section shall limit the Declarant's right and authority to approve and enter into any such agreements for leaseholds, memberships or other possessory or use interests with respect to CASSATA OAKS or any lands or facilities outside of CASSATA OAKS prior to the Turnover Date.

24.16 Right to Contract for Lights and Lighting Services. The Declarant and/or the Association shall have the right, but not the obligation, to enter into one or more contracts with any private provider or third party entity (a "**Private Light Provider**") for the provision of street lighting or other lighting services, including, but not limited to, solar power street lights or entry lighting, within all or any part of CASSATA OAKS. Prior to the Community Completion Date, all contracts between a Private Light Provider and the Association shall be subject to the prior written approval of the Declarant. If any such contract is established, any fees for such street light services payable to the Private Light Provider shall be Operating Expenses.

24.17 Expenditure of Excessive Funds. Whenever in the judgment of the Board, the Association should engage services from any vendor or consultant, costing in excess of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), whether such services are provided on a contingency basis or otherwise, and the costs of any such services were not anticipated and budgeted Operating Expenses, the Board may proceed with contracting for such services, only if the engagement of such vendor or consultant shall have been approved by (i) a majority of the Board; and (ii) thirty percent (30%) of the total Voting Interests. The cost and expense of any such services shall constitute a part of the Operating Expenses and shall be assessed to each Owner of a Lot as a Special Assessment. Notwithstanding anything contained herein to the contrary, the Board shall have the right, without first obtaining the approval of the Voting Interests, to engage consultants or vendors in order to make emergency repairs and replacements which, according to the Board's commercially reasonable belief, are required, on an emergency basis, to eliminate or avoid danger to persons or to property, or as are necessary in the Board's commercially reasonable belief for the preservation and safety of the Common Areas or for the safety of persons in or about the Common Areas, or in order to avoid the imminent suspension of any necessary service to the Association or the Common Areas.

25. Surface Water Management System.

25.1 General. The Association shall be responsible for the operation and maintenance of the SWMS. All SWMS, excluding those areas (if any) normally maintained by the City, the County or other governmental agency, will be the ultimate responsibility of the Association, whose agents, employees, contractors, and subcontractors may enter any portion of the SWMS and make whatever alterations, improvements, or repairs that are deemed necessary to provide or restore proper water management. THE ASSOCIATION AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

25.1.1 Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SWMS without the prior written consent of SWFWMD. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent required by the County, no portion of the SWMS shall be altered without the prior written approval of the Sarasota County Engineer or his/her authorized designee. To the extent there exists within CASSATA OAKS wetland mitigation areas or retention/detention areas, no vegetation in these areas shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Permit may be conducted without specific written approval from SWFWMD.

25.1.2 No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by the Declarant, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

25.1.3 No Lot, Parcel, or Common Area shall be increased in size by filling in any retention/detention area that it abuts. No person shall fill, dike, rip-rap, block, divert, or change the established retention/detention areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant or the Association may draw water for irrigation or other purposes from any retention/detention areas, nor is any boating, wading, or swimming in such retention/detention areas allowed.

25.1.4 All SWMS, excluding those areas (if any) maintained by the City, the County, or another governmental agency will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel, or Common Area and make whatever alterations, improvements, or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost of such alterations, improvements, or repairs shall be part of the Operating Expenses. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

25.1.5 Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SWFWMD, the Association, and the Declarant, its successors and assigns.

25.1.6 SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.

25.1.7 Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of SWFWMD.

25.1.8 If the Association shall cease to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the SWMS Rule 62-330.310, Florida Administrative Code (2024), and the requirements of the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by SWFWMD prior to such termination, dissolution, or liquidation, unless and until an alternate entity assumes responsibility as explained in the Permit.

25.1.9 No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the Permit and/or Plat, unless prior approval is received from SWFWMD pursuant to environmental resource permitting.

25.1.10 Each Owner at the time of the construction of a Home or structure shall comply with the construction plans for the SWMS approved and on file with SWFWMD.

25.1.11 Owners shall not remove native vegetation (including cattails) that becomes established within the retention/detention areas abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the retention/detention areas to SWFWMD.

25.1.12 In the event the Association or its successor(s) shall fail to adequately maintain the SWMS in accordance with Sarasota County standards, the County shall have the right, but not the obligation, to enter CASSATA OAKS for the purpose of maintaining the SWMS. All expenses incurred by the County in maintaining the SWMS shall be assessed against the Lots and each Owner of a Lot shall pay an equal share of such costs within sixty (60) days after receipt of a statement therefor. If any Owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such Owner's Lot which may be foreclosed by the County. The rights of the County contained in this Section shall be in addition to any other rights the County may have in regulating the operation and development of CASSATA OAKS.

25.2 Proviso. Notwithstanding any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS, unless the amendment has been consented to in writing by SWFWMD. Any proposed amendment that would affect the SWMS must be submitted to SWFWMD for a determination of whether the amendment necessitates a modification of the Permit.

25.3 Mitigation Area Monitoring. In the event CASSATA OAKS has onsite wetland mitigation (as defined in the regulations) that requires monitoring and maintenance by the Association, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SWFWMD and/or any applicable governmental agencies having jurisdiction determine that the area(s) is successful in accordance with the Permit and all other applicable permits or regulatory requirements. The Association shall perform all wetland mitigation monitoring in accordance with all Permit conditions associated with such wetland mitigation, monitoring, and maintenance.

25.4 Wetland Conservation Areas. Parcels may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland buffers, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("**Wetland Conservation Areas**"). The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the City, SWFWMD, or any governmental agency or agencies having jurisdiction. Owners of Lots including or abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland Conservation Areas abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SWFWMD, Surface Water Regulation Manager. NEITHER THE DECLARANT NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WETLAND CONSERVATION AREAS IN CASSATA OAKS; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL WETLAND CONSERVATION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**WITNESSES:**

**“DECLARANT”**

**M/I HOMES OF SARASOTA, LLC, a Delaware  
limited liability company**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

[Company Seal]

STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of M/I HOMES OF SARASOTA, LLC, a Delaware limited liability company, on behalf of the company, and who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large  
Print Name \_\_\_\_\_

## JOINDER

CASSATA OAKS COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this COMMUNITY DECLARATION FOR CASSATA OAKS (the "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

### WITNESSES:

**CASSATA OAKS COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation

By: \_\_\_\_\_

Name: Steven DeHart

Title: President

Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

[Corporate Seal]

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Steven DeHart, as President of CASSATA OAKS COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

Print Name: \_\_\_\_\_

## MORTGAGEE JOINDER

For good and valuable consideration in hand paid, \_\_\_\_\_ (the "**Mortgagee**"), as owner and holder of that certain Mortgage recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, in the Public Records of Sarasota County, Florida (as amended and/or supplemented from time to time, collectively, the "**Mortgage**") securing all of the real property described therein, hereby consents to the making and recording of the COMMUNITY DECLARATION FOR CASSATA OAKS (the "**Declaration**") to which this Joinder is attached. Mortgagee hereby consents and agrees that the aforesaid Mortgage held by Mortgagee is and shall be subject and subordinate to the foregoing Declaration.

Provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the Mortgage on the mortgaged premises, or any of the rights and remedies of the Mortgagee or any subsequent holder thereof, nor shall anything herein contained by construed as an assumption by Mortgagee of any obligations of the Declarant (as defined in the Declaration) of the foregoing Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

**WITNESSES:**

**MORTGAGEE:**

\_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf thereof, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name \_\_\_\_\_

**EXHIBIT 1**  
**LEGAL DESCRIPTION**

DRAFT



**EXHIBIT 2**  
**ARTICLES OF INCORPORATION**

DRAFT

**EXHIBIT 3**

**BYLAWS**

DRAFT

**EXHIBIT 4**  
**PERMIT**

DRAFT

**EXHIBIT 5**  
**NOTICE OF PROXIMITY**

DRAFT

**Exhibit "C"**

**PREPARED BY AND RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTICE OF PROXIMITY AND USE RESTRICTIONS**

*(Interstate 75 and Adjacent Property Owner Use and Operation)*

This Notice of Proximity and Use Restrictions (this "Notice") is dated \_\_\_\_\_, 202\_\_\_\_, and entered into the public record by **Auburn Road FC, LLC**, a Florida limited liability company, as owner of the real property located in the City of Venice which is legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property").

It is the intent of this Notice to make known to the public-at-large that the Property is located in close proximity to Interstate 75 the property, and also to notify the public-at-large of the established use and operations existing on the adjacent property currently known as "**Fox Lea Farm**" located immediately adjacent to the Property's southern border located at the address of 800 North Auburn Road, Venice, FL 34292, with Parcel ID # 0399-11-0002 (the "**Adjacent Fox Lea Farm Property**").

It is the further purpose of this Notice to provide any prospective purchaser, prospective tenant, or other owner, occupant, visitor, or other user, of any lot, home, or other land within the future planned residential community intended to be developed on the Property and generally referred to as "**Cassata Oaks Development**" (the "**Development**") with knowledge of the impacts from Interstate 75, which is adjacent to the Development, and of the established use and operations existing on the Adjacent Fox Lea Farm Property.

It is the further purpose of this Notice to impose certain Use Restrictions (as defined below) on the Property which shall encumber the Property and be binding upon all owners and occupants thereof as detailed in the Use Restrictions.

By acceptance of a deed to a lot, or by occupancy or use of any portion of the Development, those parties specifically purchasing, leasing, or otherwise accessing or using any portion of the Property acknowledge the location of Interstate 75 adjacent to the Development, and that continuous noise from Interstate 75 will be present and may be heard outside or inside homes in the development.

By acceptance of a deed to a lot, or by occupancy or use of any portion of the Development, those parties specifically purchasing, leasing, or otherwise accessing or using any portion of the Property, acknowledge and understand (i) the extent of the use and operations existing the Adjacent Fox Lea Farm Property, as described in detail below (See, "Description of Fox Lea Farm" below), (ii) that the general description of Fox Lea Farm and its operations as set forth below is illustrative in nature and does not intend to limit or prescribe the uses and operation set forth therein, and (iii) said use and operations may increase in intensity and duration at any time in the future, and this Notice and the Description below shall be deemed inclusive of all such increases.

**Description of Fox Lea Farm:**

Located at the address of 800 North Auburn Road, Venice, FL 34292, the owner of such property currently owns and operates the business established on the property known as "Fox Lea Farm." Fox Lea Farm is currently operated on the Adjacent Fox Lea Farm Property which is located immediately adjacent to the southern border of the Property. Fox Lea Drive is the entrance and exit to the Adjacent Fox Lea Farm Property; it is the dirt road running along the shared border between the Property and Fox Lea Farm. Fox Lea Farm is a privately-owned, nationally-recognized horse show facility, which has been in operation since the early 1980's. The nature of Fox Lea Farm's current business operations include, but are not limited to, the following activities:

- Hosting a variety of large-scale horse shows;

- Equestrian activities, such as training, teaching, and holding horse-riding camps;
- Hosting events that may use vendors, bands, videos, and various attractions;
- Boarding, grooming, maintaining, and providing temporary housing for horses and other animals;
- Maintaining the grounds, competition rinks, and various equipment, structures and facilities thereon;
- Maintaining offices for the business operation and all activities related thereto;
- Providing RV space and other accommodations for groomers, staff, owners, riders, and other associated individuals.

Fox Lea Farm currently operates year-round, during the weekdays and weekends, and at all hours of the day. Its operations can be characterized as twenty-four (24) hours a day, seven (7) days a week. Fox Lea Farm has plans to expand its operations to include all fifty two (52) weeks of the calendar year. The variety of activities occurring on Fox Lea Farm produce impacts such as noise from loudspeakers, light from stadium lights, dust, smells, and increased traffic. Noise, dust, smells, or other disturbances from such activities may affect, impact, or otherwise be noticeable from, portions of the Development. As Fox Lea Farm's business operations evolve and/or expand, existing impacts may increase, and new and additional impacts may also occur.

THOSE PARTIES SPECIFICALLY PURCHASING OR LEASING ANY PORTION OF THE PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO ARE HEREBY ON NOTICE OF THEIR PROXIMITY TO THE FOX LEA FARM, ANIMALS AND PERSONS ON THE FOX LEA FARM PROPERTY, AND THE "USE RESTRICTIONS" AS SET FORTH BELOW.

**The Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following restrictions (collectively, "Use Restrictions"):** For so long as the Adjacent Fox Lea Farm Property (or the portion of thereof located immediately adjacent to the Property) is used and operated for the primary purpose of equine training, equine breeding and/or equine stables, the owners and occupants of the Property shall not (i) use or fly drones over any portion of the Property, (ii) use or ignite fireworks within or from any part of the Property, (iii) create or maintain any large outdoor fire which burning would reasonably be expected to be visible or detectable from the Adjacent Fox Lea Farm Property, or (iv) create excess or unreasonable amounts of smoke or fumes from lots or homes within the Property which would reasonably be expected to be detectable from the Adjacent Fox Lea Farm Property. The foregoing restrictions are not intended to limit or restrict, and shall not be deemed or applied to limit or restrict, the activities of any developer or builder constructing homes, infrastructure, or other improvements in connection with construction and completion of development within the Property.

All record owners which take title to property within the boundaries as described in Exhibit A attached hereto, or tenants who may occupy the premises within the boundaries described in Exhibit A attached hereto, shall be deemed to have constructive knowledge of this Notice due to its recordation in the Public Records of Sarasota County, Florida, and by further deed or other instrument of conveyance, conveying any portion of the property within the boundaries in Exhibit A attached hereto, or by executing an occupancy agreement and delivering same to the owner of such property contained within the boundaries of the property described in Exhibit A, their successors or assigns. This instrument may be amended only with the prior written consent of the owner(s) of the Property and the Adjacent Fox Lea Farm Property. Further, the Use Restrictions created hereby run with the land, for so long as the Adjacent Fox Lea Farm Property is used and operated for the primary purpose of equine training or related activities, equine breeding and/or equine stables.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, being the record title owner of the Property, has hereunto duly executed this instrument to be effective as of the date and year first set forth above.

**WITNESSES:**

**AUBURN ROAD FC, LLC**, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA )

COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **AUBURN ROAD FC, LLC**, a Florida limited liability company, on behalf of the company. He/She ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

Print Name: \_\_\_\_\_  
\_\_\_\_\_