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**DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR OLD MILL PRESERVE**

ACCEPTED IN OPEN SESSION

2010 07 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

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EXHIBITS TO DECLARATION:

- EXHIBIT A - LEGAL DESCRIPTION OF OLD MILL PRESERVE PROPERTY
- EXHIBIT B - ARTICLES OF INCORPORATION OF OLD MILL PRESERVE HOMEOWNERS ASSOCIATION, INC.
- EXHIBIT C - BYLAWS OF OLD MILL PRESERVE HOMEOWNERS ASSOCIATION, INC.
- EXHIBIT D - SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT PERMIT
- EXHIBIT E - FLORIDA POWER & LIGHT COMPANY RAILROAD REPLACEMENT EASEMENT
- EXHIBIT F - NATURE TRAIL SYSTEM
- EXHIBIT G - FISCAL PROGRAM
- EXHIBIT H - MAINTENANCE PROGRAM
- EXHIBIT I - NOTICE TO BUYERS
- EXHIBIT J - LIST OF HOLDINGS
- EXHIBIT K - RIGHT OF ENTRY AND COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE

**DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR OLD MILL PRESERVE**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR OLD MILL PRESERVE ("Declaration") is made as of the 19th day of April, 2010, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, its successors and assigns ("Declarant"), and is joined in by OLD MILL PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Association").

WHEREAS, Declarant desires to develop the Property (as hereinafter defined) as a planned community to be known as "Old Mill Preserve" (as hereinafter defined) on certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Final Site Plan and Construction Plan approvals for Old Mill Preserve were initially approved under the name of "Jaclyn Oaks," and records regarding these approvals can be found in the Records Division of the Planning Department of Manatee County in file numbers PDR-03-41/FSP-06-10/07-S-41(F) (the "Plans"); and

WHEREAS, in order to develop and maintain Old Mill Preserve as a planned community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its duties, responsibilities and obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

**ARTICLE I
DEFINITIONS**

The terms used in this Declaration shall be defined as set forth herein unless expressly provided otherwise.

Section 1. "ADDITIONAL PLAT" shall mean the plat of any portion of the Property which is not included in the Plat, if any, and the plat(s) of any Additional Property provided a Supplemental Declaration for such Additional Property is recorded amongst the Public Records of the County subjecting such Additional Property to the terms and provisions of this Declaration. "Additional Plat" shall also mean the replat of all or any portion of the Plat or any other plat of all or any portion of the Property.

Section 2. "ADDITIONAL PROPERTY" shall mean any real property (other than the Property) that may be submitted by Declarant to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by the owner of the Additional Property and need not be joined in by any other person or Owner. No portion of any Additional Property shall be encumbered by this Declaration unless and until such property is added by a Supplemental Declaration executed by the fee owner thereof and Declarant. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term "Property" as used herein shall also mean the Additional Property. The Additional Property is intended to include, but is not limited to, Tracts F-1 through F-4 as shown on the Plat.

Section 3. "AMENDMENT(S)" shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the "First Amendment to the Declaration of Covenants, Restrictions and Easements for Old Mill Preserve" and each of which shall be properly adopted pursuant to the terms of the Old Mill Preserve Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

Section 4. "ARCHITECTURAL CONTROL COMMITTEE" or "COMMITTEE" shall mean the committee created pursuant to Article VIII hereof.

Section 5. "ARTICLES" shall mean the Articles of Incorporation of the Association which have been filed in the Office of the Secretary of State of the State of Florida on September 14, 2007, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, as such Articles may be amended from time to time.

Section 6. "ASSESSMENT" shall mean assessments for which all Owners are obligated to the Association and includes "Individual Lot Assessments" and "Special Assessments" (as such terms are defined in Article VII hereof) and any and all other assessments which are levied by the Association in accordance with the Old Mill Preserve Documents.

Section 7. "ASSOCIATION" shall mean and refer to OLD MILL PRESERVE HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to the Articles, which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and architectural control of Old Mill Preserve as provided in this Declaration. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

Section 8. "BOARD" shall mean the board of directors or other legally recognized governing body of the Association.

Section 9. "BUILDER" shall mean an Owner, other than Declarant or any entity related to or affiliated with Declarant, who acquires title to a Lot from Declarant without a Home constructed thereon.

Section 10. "BYLAWS" shall mean the Bylaws of the Association, which have been or will be adopted by the Board, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

Section 11. "COMMON AREA" shall mean such portions of the Property which are not included in any Lot, except those areas dedicated, to be dedicated, conveyed or to be conveyed, to a governmental authority or to the public by the Plat, Additional Plat, if any, or by deed, and which are or shall be owned or maintained by the Association, as set forth in this Declaration and/or the Plat or Additional Plat, if any, for the common use and enjoyment of the Owners within Old Mill Preserve, together with landscaping, personal property and any other Improvements thereon, and which may include, without limitation, if applicable, all of the following if and to the extent located thereon: all structures, the community's gatehouse (if any), recreation areas, open spaces, private streets and drives (if any), asphalt bike paths, sidewalks, irrigation facilities, entry or other lighting, entrance features, fountains, buffer tracts, monument walls, monument signs, site walls, retaining walls, littoral plantings and decorative street signs, but specifically excluding any public utility installations thereon, the Surface Water and Storm Water Management System, including lakes, retention areas, preserved wetlands and uplands, and all portions of any "Community Systems" (as hereinafter defined) not made Common Area pursuant to Article II, Section 6 hereof, and any other property of Declarant not intended to be made Common Area. In addition, such portions of the Property as are declared to be Common Area in any Supplemental Declaration, less whatever portions of the Property are declared to be withdrawn from the provisions of this Declaration in any Supplemental Declaration, shall be Common Area. Common Area shall also be deemed to include easements granted for the benefit of the Association. The mention of such improvements shall not be deemed a representation by Declarant that any such improvements shall exist. Any publicly owned areas which the Association elects to maintain shall be deemed Common Area for the sole purpose of giving the Association the power to maintain such areas and assess Owners for the cost thereof.

Section 12. "COMMUNITY SYSTEMS" shall mean and refer to any and all television (cable, satellite or otherwise), telecommunication, internet access, alarm/monitoring, utility or other lines, conduits, wires, satellites, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant, an affiliate of Declarant, any other entity in which Declarant or an affiliate of Declarant may have an interest (financial or otherwise), or any third party expressly granted the rights by Declarant to provide Community Systems within the Property, or pursuant to any grant of easement or authority by Declarant and serving the Common Area and/or more than one Lot.

Section 13. "COMPLETED LOT" shall mean a Lot on which the construction of a Home has been completed for which Home a certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency, and the title to which Lot has been conveyed by Declarant or a Builder.

Section 14. "COMPLETED LOT OWNER" shall mean the Owner of a Completed Lot.

Section 15. "COUNTY" shall mean Manatee County, Florida.

Section 16. "DECLARANT" shall mean and refer to Taylor Morrison of Florida, Inc., a Florida corporation, and any successor or assign thereof to which Taylor Morrison of Florida, Inc., specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. An Owner shall not, solely by the purchase of a Home and/or Lot, be deemed a successor or assign of Declarant under the Old Mill Preserve Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant. References to Declarant in this Declaration or any of the Old Mill Preserve Documents shall also include its "Affiliates" which are defined as any person or entity controlled by, that control, or that is under common control with Declarant. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of the management policies of Declarant, whether through the ownership of voting securities, by contract, or otherwise.

Section 17. "DECLARATION" shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendments hereto, which may be recorded amongst the Public Records.

Section 18. "DIRECTOR" shall mean a member of the Board.

Section 19. "HOA ACT" shall mean and refer to the homeowners' association act, Chapter 720, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.

Section 20. "HOME" shall mean a residential dwelling unit constructed within Old Mill Preserve which is designed and intended for use and occupancy as a single-family residence and includes but is not limited to a detached single-family home, provided, however, that no portion of any Community System, even if installed in a Home, shall be deemed to be a part of a Home unless and until same is made such pursuant to Article II, Section 6 hereof, if at all. Upon completion of construction of a Home on a Lot, the Lot and the Improvements thereon are sometimes collectively referred to as a Home in this Declaration and the Old Mill Preserve Documents.

Section 21. "IMPROVEMENT" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within Old Mill Preserve, including, but not limited to, as and if applicable, buildings, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler systems, the gatehouse (if any), streets, drives, roads, roadways, driveways, fences, underground footers and other foundation supports, stairs, landscaping, trees, hedges, plantings, poles, swings, play sets and structures, tennis courts, swimming pools, covered patios, screen enclosures, jogging, bicycling and walking paths, basketball courts, backboards and hoops, signs, site and perimeter walls, gazebos, benches, mailboxes, street lights and signs.

Section 22. "INITIAL IMPROVEMENT" shall mean the initial, original constructed Home and related improvements on a Lot, and the initial landscaping installed upon a Lot by Declarant or a Builder.

Section 23. "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an Institutional Mortgagee on any property within Old Mill Preserve.

Section 24. "INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER" shall mean any lending institution owning a first mortgage encumbering any Home or Lot within Old Mill Preserve, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any "secondary mortgage market institution," including the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration, the Federal Housing Administration or the Department of Housing and Urban Development or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

Section 25. "INTEREST" shall mean the maximum nonusurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

Section 26. "LEGAL FEES" shall mean: (i) all fees for attorney and paralegal services incurred in connection with negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is actually begun) through and including all trial and appellate levels and post-judgment or collection proceedings; and (ii) all costs incurred with respect to the matters set forth in (i) above.

Section 27. "LOT" shall mean and refer to any parcel of land within Old Mill Preserve as shown on the Plat or any Additional Plat upon which a Home is permitted to be constructed, together with the Improvements thereon, and any portion of the Property within Old Mill Preserve that is declared to be a Lot by a Supplemental Declaration, but does not include a Lot that has been withdrawn from the provisions of this Declaration by a Supplemental Declaration; provided, however, that no portion of any Community System shall be deemed to be part of a Lot unless and until same is made such pursuant to Article II, Section 6 hereof, if at all. Upon completion of construction of a Home on a Lot, such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in this Declaration and the Old Mill Preserve Documents.

Section 28. "MEMBERS" shall mean and refer to all of the Owners who are also members of the Association, as provided herein.

Section 29. "NOTICE AND HEARING" shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at Owner's expense, in the manner set forth in Article X herein.

Section 30. "OLD MILL PRESERVE" shall mean that planned development located in Manatee County, Florida, which encompasses the Property and is presently intended to comprise approximately two hundred thirty-six (236) Homes and the Common Area, but subject to change in accordance with this Declaration. Old Mill Preserve will initially consist of the land set forth in Exhibit "A" attached hereto and made a part hereof and may be expanded to include additional property or reduced by withdrawal of property, all by the recording of one or more Supplemental Declaration(s).

Section 31. "OLD MILL PRESERVE DOCUMENTS" shall mean in the aggregate this Declaration, the Articles, the Bylaws, the Plat, the Additional Plat, if any, and all of the instruments and documents referred to herein and therein, including, but not limited to, any Amendment(s) and Supplemental Declaration(s), all as may be further amended and/or supplemented from time to time.

Section 32. "OPERATING EXPENSES" shall mean the expenses for which Owners are liable to the Association as described in this Declaration and any other the Old Mill Preserve Documents and include, but are not limited to: (a) the costs and expenses incurred by the Association in owning, administering, operating, maintaining, financing, or repairing (but not reconstructing, replacing or improving), the Common Area, or any portion thereof and Improvements thereon, and all other property owned by the Association, and (b) all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other the Old Mill Preserve Documents.

Section 33. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within Old Mill Preserve, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

Section 34. "PLAT" shall mean and refer to the plat of Old Mill Preserve recorded in Plat Book 53 Pages 182 - 204, of the Public Records of the County. In the event an Additional Plat is recorded in the Public Records of the County, then the term "Plat" as used herein shall also mean and refer to the Additional Plat(s).

Section 35. "PROPERTY" shall mean and refer to that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration and/or the Association; provided, however, Declarant reserves the right to withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

Section 36. "SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT" OR "DISTRICT" shall mean and refer to the Southwest Florida Water Management District.

Section 37. "SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT PERMIT" OR "DISTRICT PERMIT" shall mean that certain permit issued by the Southwest Florida Water Management District affecting the Property, a copy of which is attached as Exhibit "D" hereto and made a part hereof, as same may be amended or modified from time to time.

Section 38. "SUPPLEMENTAL DECLARATION" shall mean any instrument executed by Declarant which, when recorded in the Public Records of the County, shall: (a) commit Additional Property, if any, to the provisions of this Declaration, and shall be the only method of committing SECTION

such property to the provisions of this Declaration, (b) withdraw any portion(s) of the Property from the effect of this Declaration, (c) designate portion(s) of the Property or Additional Property as Common Area hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to add additional covenants, restrictions, reservations, regulations, burdens, liens, and easements upon the Property or any portion thereof; remove any existing covenant, restriction, reservation, regulation, burden, lien or easements from the Property or any portion thereof; declare certain properties to be or not to be Common Area; and/or add properties to or withdraw properties from the Property and the provisions of this Declaration. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

Section 39. "SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM" shall mean a system of structures and other improvements, including, without limitation, control structures, culverts and swales, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 40D-4, 40D-40 or 40D-400, Florida Administrative Code. The Surface Water or Stormwater Management System is located upon and designed to serve the Property and possibly other properties around the Property.

Section 40. "TURNOVER DATE" shall mean the date upon which "Class A Members" (as defined in Article V.D.1 of the Articles), including Declarant, shall assume control of the Association and elect the Board, as more particularly described in Article V.D.2 of the Articles.

ARTICLE II DESCRIPTION OF OLD MILL PRESERVE

Section 1. GENERAL PLAN OF DEVELOPMENT. Old Mill Preserve comprises the Property encompassing, or which will encompass, Lots and Common Area as more particularly defined by this Declaration and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplemental Declaration(s). The Property initially declared hereunder is described in Exhibit "A" attached hereto. Old Mill Preserve is presently intended to comprise approximately two hundred thirty-six (236) Homes, together with the Common Area, all in accordance with, but subject to, the terms of this Declaration. Notwithstanding the foregoing, Declarant hereby reserves the right to modify its plan of development of Old Mill Preserve (including, without limitation, the right to modify the site plan of Old Mill Preserve; the right to add or change the recreational facilities and amenities, if any, Home product types, and number of Homes to be constructed within Old Mill Preserve); and/or the right to add land to Old Mill Preserve or to withdraw land from Old Mill Preserve. Therefore, in the event Declarant modifies its plan of development of Old Mill Preserve and/or adds land to Old Mill Preserve or withdraws land from Old Mill Preserve, it is hereby acknowledged by each Owner that the number of Lots, the layout of Lots and/or the size of Lots within Old Mill Preserve may change. Declarant's general plan of development further contemplates that the Homes to be constructed within Old Mill Preserve shall be whatever types of structures Declarant may choose which are in conformance with this Declaration. Declarant's general plan of development of Old Mill Preserve may also include

whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to Old Mill Preserve, as well as any changes thereto.

Additional Property will become a part of Old Mill Preserve if, and only if, Declarant in its sole discretion adds Additional Property to Old Mill Preserve by recording a Supplemental Declaration to such effect. Declarant hereby reserves an easement for ingress and egress and for utilities and drainage over, under and across the Property for the benefit of any Additional Property; provided, however, no such easement may be granted upon any portion of the Property that lies directly beneath a Home.

Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and master plan of Old Mill Preserve, the right to add or change the recreational facilities and amenities, and the right to change the Home product types and number of Homes to be constructed within Old Mill Preserve) in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct Old Mill Preserve according to the present plan of development nor as obligating Declarant to declare any Additional Property to be Property.

Section 2. COMMON AREA. The Common Area is planned to consist of the property described below and as shown on the Plat and Additional Plat(s), if any, as Common Area or as property or easements reserved for, dedicated or granted to the Association; (b) any easements assigned or granted by Declarant to the Association or property or facilities conveyed by Declarant to the Association; and (c) any other property designated as Common Area in this Declaration or any Supplemental Declaration. The Common Area shall be used for those purposes as set forth in this Declaration, on the Plat and Additional Plat(s), if any, or in a Supplemental Declaration, if any, and may include, as applicable, landscaping, irrigation, signage, lakes, drainage, preserves, conservation areas, open space, buffer, storm water management, irrigation and recreational as well as other proper purposes by the Association and the Owners and their family members, guests, invitees and tenants in accordance with the Old Mill Preserve Documents. Common Area may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or tenants.

Such portions of the Common Area upon which Declarant has constructed, or Declarant or the Association hereafter constructs, Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located, or to be located, thereon. Declarant and the Association reserve the right, but shall not be obligated, to construct additional facilities upon the Common Area. Declarant's decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of Declarant, and Association's decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of the Association.

From the time that the Common Area, or any portion thereof, is opened and put into use for the enjoyment of Owners, Declarant shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners, the Association and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage

to any person or property on, or in respect of the use and operation of, the Common Area or any of its improvements, fixtures, and facilities; inasmuch as the control, operation, management, use and enjoyment, of the Common Area shall be within, under, and subject to the Association's control as may be set forth in this Declaration and not Declarant; provided, however, Declarant shall not be released from intentional torts of Declarant or for Declarant's non-compliance with applicable building codes with respect to improvements constructed by Developer on Common Area. In this respect, it shall be the affirmative duty and responsibility of the Association, each Owner, and user of the Common Area and facilities, fixtures or improvements located thereon or comprising same to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements, facilities and fixtures shall use, enjoy, and visit, the same at their own risk and peril.

In the event of any doubt, conflict or dispute as to whether any portion of the Property is or is not Common Area under this Declaration, Declarant may, without the consent of the Association or then existing Owners, record in the public records of the County, a Supplemental Declaration resolving such issue and such Supplemental Declaration shall be dispositive and binding. After Declarant no longer owns any portion of the Property, the Association may, without the consent of then existing Owners, record the aforesaid Supplemental Declaration, which shall have the same dispositive and binding effect.

DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR RECREATION AREAS, IF ANY. ANY INDIVIDUAL USING RECREATION AREAS, IF ANY, SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS DECLARANT AND THE ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

A. Stormwater Detention Area/Open Space Area. The "Stormwater Detention Area/Open Space Area" are those portions of Old Mill Preserve designated on the Plat as Tracts A, C, K, P, S and RR, and which are reserved for or dedicated to the Association. Except for easements shown on the Plat or recorded from time to time in the Public Records of the County, the Stormwater Detention Area/Open Space Area shall be used as private areas by Declarant, the Association and the Owners, their family members, guests, lessees and invitees in accordance with the provisions of this Declaration. The Stormwater Detention Area/Open Space Area shall be maintained, administered and owned by the Association.

B. Open Space Area. The "Open Space Area" are those portions of Old Mill Preserve designated on the Plat as Tracts B, D through J, M through O, Q, R, T, U, W through AA and UU, and which are reserved for or dedicated to the Association. Except for easements shown on the Plat or recorded from time to time in the Public Records of the County, the Open Space Area shall be used as private areas by Declarant, the Association and the Owners, their family members, guests, lessees and invitees in accordance with the provisions of this Declaration. The Open Space Area shall be maintained, administered and owned by the Association.

C. Stormwater Detention Area/Open Space Area. The “Stormwater Detention Area/Open Space Area” are those portions of Old Mill Preserve designated on the Plat as Tracts L, SS and TT, and which are reserved for or dedicated to the Association. Except for easements shown on the Plat or recorded from time to time in the Public Records of the County, the Stormwater Detention Area/Open Space Area shall be used as private areas by Declarant, the Association and the Owners, their family members, guests, lessees and invitees in accordance with the provisions of this Declaration. The Stormwater Detention Area/Open Space Area shall be maintained, administered and owned by the Association.

D. Open Space Area/Private Drainage and Access Easement. The “Open Space Area/Private Drainage and Access Easement” are those portions of Old Mill Preserve designated on the Plat as Tracts V and ZZ, and which are reserved for or dedicated to the Association. Except for easements shown on the Plat or recorded from time to time in the Public Records of the County, the Open Space Area/Private Drainage and Access Easement shall be used as private areas by Declarant, the Association and the Owners, their family members, guests, lessees and invitees in accordance with the provisions of this Declaration. The Open Space Area/Private Drainage and Access Easement shall be maintained, administered and owned by the Association.

E. Right of Way. The “Right of Way” are those portions of Old Mill Preserve designated on the Plat as Tracts BB and CC, and which are reserved for or dedicated to the Association, and includes the entranceway and entry features but specifically excluding any street or roadway dedicated to the public on the Plat. Except for easements shown on the Plat or recorded from time to time in the Public Records of the County, and except as set forth in the Participation Agreement, as same may be amended, as described in Article IV, Section 9, the roadways shall be used as private roads by Declarant, the Association and the Owners, their family members, guests, lessees and invitees in accordance with the provisions of this Declaration. Declarant believes that the roadways will be private and disclaims any responsibility if the roadways are ever determined to be public. The roadways within Old Mill Preserve shall be maintained, administered and owned by the Association, regardless of whether such roadway is part of the Property or the Additional Property. The landscaping features within the roadways shall be maintained, administered and owned by the Association. Notwithstanding the foregoing, each Owner shall be responsible for the maintenance, repair and replacement of the driveway serving his or her Lot, including that portion of the driveway in a roadway, if any, unless the driveway was damaged by the Association in the fulfillment of its obligations and duties under this Declaration.

F. Conservation Easements. The “Conservation Easements” are those portions of Old Mill Preserve designated on the Plat as Tracts EE through PP, and which are reserved for or dedicated to the Association. Except for easements shown on the Plat or recorded from time to time in the Public Records of the County, the Conservation Easements shall be used as private areas by Declarant, the Association and the Owners, their family members, guests, lessees and invitees in accordance with the provisions of this Declaration. The Conservation Easements shall be maintained, administered and owned by the Association (please see Article IV, Section 11, of this Declaration for additional information concerning Conservation Easements).

G. Conservation Easement/Hardwood Forest Preservation. The “Conservation Easement/Hardwood Forest Preservation” is that portion of Old Mill Preserve designated on the Plat as Tract QQ, and which is reserved for or dedicated to the Association. Except for easements shown on the Plat or recorded from time to time in the Public Records of the County, the Conservation

Easement/Hardwood Forest Preservation shall be used as private areas by Declarant, the Association and the Owners, their family members, guests, lessees and invitees in accordance with the provisions of this Declaration. The Conservation Easement/Hardwood Forest Preservation shall be maintained, administered and owned by the Association (please see Article IV, Section 11, of this Declaration for additional information concerning Conservation Easements).

H. Recreation Area/Private Drainage and Access Easement. The "Recreation Area/Private Drainage Easement" is that portion of Old Mill Preserve designated on the Plat as Tract VV, and which is reserved for or dedicated to the Association. Except for easements shown on the Plat or recorded from time to time in the Public Records of the County, the Recreation Area/Private Drainage and Access Easement shall be used as private areas by Declarant, the Association and the Owners, their family members, guests, lessees and invitees in accordance with the provisions of this Declaration. The Recreation Area/Private Drainage and Access Easement shall be maintained, administered and owned by the Association.

I. Existing Cedar Drain. The "Existing Cedar Drain" are those portions of Old Mill Preserve designated on the Plat as Tracts WW through YY, and which are reserved for or dedicated to the Association. Except for easements shown on the Plat or recorded from time to time in the Public Records of the County, the Existing Cedar Drain shall be used as private areas by Declarant, the Association and the Owners, their family members, guests, lessees and invitees in accordance with the provisions of this Declaration. The Existing Cedar Drain shall be maintained, administered and owned by the Association.

J. Greenway Trail. There is a twenty foot (20') "Greenway Trail" easement located on portions of Tracts L, V, SS, VV, XX and ZZ, which is dedicated to the County on the Plat, and shall be maintained by the County.

K. Nature Trail System. The Common Area includes a Nature Trail System as depicted on Exhibit "F" attached hereto and incorporated herein by reference. The Nature Trail System shall be maintained, administered and owned by the Association.

Section 3. COSTS. All costs associated with operating, maintaining, repairing and replacing the Common Area shall be the obligation of the Association. The Common Area shall be conveyed to the Association in accordance with the provisions of Article III, Section 6 hereof.

Section 4. PRIVATE USE. For the term of this Declaration, the Common Area (except as otherwise specifically provided in this Declaration) is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Declarant, the Association, and the Owners, and their family members, guests, invitees and tenants, but only in accordance with this Declaration.

A. Notwithstanding anything in this Declaration to the contrary, however, Declarant hereby expressly reserves for itself and its affiliates the right to use the Common Area (including, without limitation, all parking spaces within or adjacent to the recreation area, if any), for such period of time as Declarant determines to be necessary in connection with the sale and marketing by Declarant and/or its affiliates of Homes in Old Mill Preserve and in any other communities developed or to be developed by Declarant or its affiliates, including, but not limited to,

the holding of sales and marketing meetings, the use of "model row(s)" if one or more, and engaging in sales promotions and related sales and marketing activities for the general public.

B. Except to the extent herein provided and in the Old Mill Preserve Documents, the Common Area shall be for the sole and exclusive use of the Owners and residents of Old Mill Preserve and their family members, guests, invitees and tenants.

C. The administration, management, operation and maintenance of the Common Area shall be the responsibility of the Association, as provided herein and in the Old Mill Preserve Documents.

D. The right to use the Common Area shall be subject to the rules and regulations established by the Association, as the same may be amended from time to time.

Section 5. MODEL ROW. Declarant hereby reserves the right to construct and/or operate a "model row(s)" in Old Mill Preserve. The "model row(s)" may contain models for Old Mill Preserve and/or other communities being developed by Declarant or affiliate(s) of Declarant, as Declarant and/or any of Declarant's affiliates may so determine, in their sole discretion. The "model row(s)" may also contain parking, landscaping and fencing across streets, drives, roads and/or roadways as Declarant may determine in its sole discretion. In the event that Declarant and/or any of Declarant's affiliates constructs a "model row(s)" in Old Mill Preserve, such "model row(s)" may be used for such period of time that Declarant and/or any of Declarant's affiliates determine to be necessary in its or their sole discretion. Each Owner, by acceptance of a deed or title to a Lot in Old Mill Preserve, acknowledges and agrees that: (i) Declarant and/or any of Declarant's affiliates have a right to construct and/or operate a "model row(s)"; (ii) Declarant and/or any of Declarant's affiliates have an easement over Old Mill Preserve for ingress and egress to and from the "model row(s)" and to use and show the models to prospective purchasers in Old Mill Preserve or other communities being developed by Declarant and/or any of Declarant's affiliates, for so long as such "model row(s)" exists; and (iii) Owner shall not interfere in any manner whatsoever in the sales process by Declarant and/or any of Declarant's affiliates, including, without limitation, the carrying of signs, the posting of signs on Lots or Homes, or other types of demonstrations in or around Old Mill Preserve or any public right-of-way adjacent to the Property. Each Owner acknowledges and agrees that any such activities interfere with the quiet enjoyment of Old Mill Preserve by the other Owners, are detrimental to the value of the Homes within Old Mill Preserve, and interfere with Declarant's and/or its affiliates' ability to conduct their respective business.

Section 6. COMMUNITY SYSTEMS. Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in such Owner's Lot). Without limiting the generality of this Section 6, if and when any of the aforesaid persons and/or entities receive such a conveyance, sale, transfer or assignment, such person and/or entity shall automatically be deemed vested with such rights of Declarant with regard thereto as are assigned by Declarant in connection therewith; provided, however, that if the Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Area hereunder and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Area unless

otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section 6: (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Association or any Owner, and (iii) if made to the Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed). In recognition of the intended increased effectiveness and potentially reduced installation and maintenance costs and user fees arising from the connection of all Lots and Common Area in the Property to the applicable Community Systems, each Owner and occupant of a Home shall, by virtue of the acceptance of a deed or title to a Lot or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Lots be so connected. The foregoing shall not, however, prohibit the Association or Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion. WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO ARTICLE VI, SECTION 6 AND ARTICLE XIV, SECTION 18 HEREOF, WHICH SHALL AT ALL TIMES APPLY TO THIS SECTION.

ARTICLE III
ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY;
CONVEYANCE OF COMMON AREA

Section 1. ADDITIONS. Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any Additional Property or any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Common Area. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as if it were originally included therein and subject to this Declaration. Any such Supplemental Declaration may submit any Additional Property or any other real property to such modifications of the covenants, restrictions, reservations, regulations, burdens, liens and/or easements contained in this Declaration as may be necessary or convenient to reflect or adapt to any changes in circumstances or differences in the character of any such Additional Property or other property. Nothing contained in this Section 1 shall be construed to require the joinder by or consent of the Owners or the Association or any mortgagee to any such Supplemental Declaration; provided, however, the Association shall join in the execution of any such Supplemental Declaration at the request of Declarant. In addition, nothing herein shall require Declarant to add any Additional Property.

Section 2. DESIGNATION OF ADDITIONAL COMMON AREA. Declarant may, from time to time, by recording Supplemental Declarations in the County, designate additional portions of the then existing Property owned by it to be Common Area.

Section 3. DISCLAIMER OF IMPLICATION. Only the real property described in Exhibit "A" hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property (including any Additional Property) shall in any way be deemed to constitute a portion of the Property or be affected by the covenants, restrictions, reservations, regulations, burdens, liens, and easements expressly binding the Property as provided by the terms of this Declaration.

Section 4. ABSENCE OF OBLIGATION. Nothing in this Declaration shall be construed to require Declarant to add any Additional Property to the Property encumbered by this Declaration or to require Declarant to declare any portion of any properties added to the Property to be Common Area, nor shall anything in this Declaration be construed to require Declarant to declare any portion or portions of the existing Property as Common Area, except to the extent herein specifically provided.

Section 5. WITHDRAWAL. Notwithstanding anything herein to the contrary, Declarant reserves the absolute right at any time to withdraw portions of the Property from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the County. Any such Supplemental Declaration must be executed by Declarant, the Owner of each Lot located on the Property sought to be withdrawn (if any) and each holder of an Institutional Mortgage on a Lot located on the Property sought to be withdrawn (if any), in order to be effective. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners of Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' mortgagees holding mortgages on Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, or the Association.

Section 6. TITLE TO THE COMMON AREA. To the extent herein provided, the Common Area is hereby dedicated to the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Property. When title to 90% of all Lots which are subject to the provisions of this Declaration has been conveyed to non-Declarant purchasers (or earlier at Declarant's option, exercisable from time to time, as to any portions of the Common Area), Declarant or its successors and assigns shall convey and transfer to the Association, by quitclaim deed, the fee simple title to the Common Area free and clear of any mortgages and the Association shall accept such conveyance, holding title for the Owners as aforesaid. Such conveyance shall be subject to: (i) taxes and assessments with respect to the Common Area from and after the date of recording this Declaration; (ii) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (iii) matters which would be disclosed by an accurate survey of the Common Area; (iv) easements, covenants, conditions, restrictions, reservations, limitations, agreements and other matters of record; and (v) the terms and provisions of this Declaration, as the same may have been modified, amended and/or supplemented from time to time.

At the time of conveyance of the Common Area, or any portion thereof, the Association shall be required to accept the Common Area, together with the personal property and Improvements appurtenant thereto, if any. The Association by its execution of this Declaration hereby agrees to accept the Common Area and the personal property and Improvements appurtenant thereto in "AS IS" "WHERE IS" condition, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Common Area and the personal property and Improvements appurtenant thereto being conveyed. IN THAT REGARD, THE ASSOCIATION AND EACH OWNER KNOWINGLY AND VOLUNTARILY RELINQUISHES AND WAIVES, AND DECLARANT EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) AS TO THE COMMON AREA AND PERSONAL PROPERTY AND IMPROVEMENTS WHETHER ARISING FROM CUSTOM, USAGE OR TRADE, COURSE OF CONDUCT, COURSE OF DEALING, CASE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY,

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. TO THE EXTENT THAT BY LAW OR OTHERWISE ANY OF THE WARRANTIES RELINQUISHED, WAIVED OR DISCLAIMED CANNOT BE RELINQUISHED, WAIVED OR DISCLAIMED, IN WHOLE OR IN PART, ALL SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM CLAIMS OF PROPERTY DAMAGE, LOSS OF USE, PERSONAL INJURY OR EMOTIONAL DISTRESS).

The Association shall accept this conveyance of the Common Area (together with the personal property and Improvements appurtenant thereto) and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way Declarant's rights and easements as set forth in this Declaration.

Commencing upon the date this Declaration is recorded, and notwithstanding that title thereto has not yet been conveyed to the Association, the Association shall be responsible for the maintenance of the Common Area in a continuous and satisfactory manner without cost to the general taxpayers of the County. The Association shall be responsible for the payment of real estate taxes, if any, against the Common Area including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages: (i) for which the Association is legally liable, or (ii) arising out of, relating to, or in connection with the existence or use of any Common Area or any other property required to be maintained by the Association.

Subject to the foregoing, Declarant may mortgage any or all portions of the Common Area to finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage. The Common Area shall be released from any such mortgage no later than the date same is conveyed to the Association.

Section 7. PARKING RIGHTS. The Association may maintain upon the Common Area parking spaces for Owners, occupants, visitors and guests. The use of such parking spaces by Owners, occupants, visitors and guests shall be subject to duly adopted rules and regulations of the Association, as the same may be amended from time to time.

ARTICLE IV OWNERS' PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner and family member, guest, tenant, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of Common Area within the Property (except as may otherwise be specifically provided elsewhere in this Declaration), in common with all other Owners, their family members, guests, tenants, agents and invitees, which easement shall be appurtenant to, and shall pass with a

deed and/or title to each Owner's Lot. This right shall be subject to the following conditions and limitations:

A. The right and duty of the Association to reasonably limit the number of guests, invitees or tenants of an Owner using the Common Area.

B. The right and duty of the Association to levy Assessments against each Lot for the purpose of operating, maintaining, repairing and replacing the Common Area and facilities thereon in compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.

C. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Common Area.

D. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.

E. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of two-thirds (2/3) of the total voting interests, to borrow money for the purpose of improving the Common Area and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.

F. The right of the Association to dedicate, release, alienate, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject the Common Area to such conditions as may be agreed to by the Association. No such dedication, release, alienation, or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation or transfer.

G. The right of the Association, without any vote of the Owners, to grant easements and rights-of-way, where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Common Area to serve the Common Area and other portions of the Property without vote of the Owners.

H. The right of Declarant, Declarant's affiliates and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in the Declaration.

I. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Common Area in accordance with the original design, finish, or standard of construction of such Improvement.

J. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Common Area except as may be prohibited under the Surface Water or Stormwater Management District Permit.

K. The right, however not the duty, of the Association by action of the Board to seek the vacation of publicly dedicated streets, if any, upon the Property.

L. The easements provided elsewhere in this Declaration, designated on the Plat, or on the Additional Plat(s), if any, including, but not limited to, those set forth in this Article IV.

M. The right of the Association to provide for the maintenance, preservation and architectural control of Lots, Improvements and other properties as set forth in this Declaration.

N. The right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area, as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or Declarant to carry on its respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's development and construction of Old Mill Preserve and Homes therein).

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Common Area to the members of such Owner's family, or to the tenants who reside in such Owner's Home, subject to this Declaration, all of the rules and regulations presently in effect and any which may become effective in the future, and subject further to reasonable regulation by the Board.

Section 3. RECOGNITION OF EASEMENTS. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration and on the Plat and/or Additional Plat(s), if any.

Section 4. EASEMENTS FOR VEHICULAR TRAFFIC. In addition to the general easements for use of the Common Area reserved herein, there shall be, and Declarant hereby reserves, grants, and covenants for itself and all future Owners, their family members, guests, invitees and tenants, Institutional Mortgagees of the Property (or portions thereof), and to the Association, that all of the foregoing shall have a perpetual nonexclusive easement for vehicular traffic over any private streets, drives, roads and/or roadways within or upon the Property.

Section 5. ACCESS EASEMENT. Declarant hereby reserves perpetual, nonexclusive easements of ingress and egress over, under, through and across: (i) any private streets, drives, roads and/or roadways and driveways within or upon the Property, and (ii) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Declarant to carry on and complete the work referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Owners, and the respective tenants, employees, agents, invitees, and licensees of Declarant and Owners.

Section 6. GRANT AND RESERVATION OF EASEMENTS. Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants

running with the Property for the benefit of the Owners, the Association, and Declarant as hereinafter specified for the following purposes:

A. Utility and Services Easements. All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services other than Community Systems to the Common Area and the Lots, including, but not limited to, power, lights, telephone, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, mail, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

B. Easement for Encroachment. There is granted an easement for encroachment (including any encroachment due to the overhang of appurtenant structures) in favor of the Declarant, all Owners and the Association, as applicable, if any portion of the Common Area now or hereafter encroaches upon any Lot, or if any Improvement to any Lot constructed by Declarant now or hereafter encroaches upon the Common Area, or if the Improvements constructed by Declarant on any Lot now or hereafter encroach upon any other Lot, the foregoing being as a result of inaccuracies in survey, construction or reconstruction, or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. The easement herein granted for encroachment shall include an easement for encroachment of overhanging portions of the roof of any Home and the maintenance and use of the encroaching Improvements in favor of the person for whose benefit the easement is granted. The easements for encroachment described herein shall not apply to Improvements made by an Owner after the conveyance of the Lot by Declarant.

D. Easement to Enter Upon Lots. An easement or easements for ingress and egress in favor of the Association including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Old Mill Preserve Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Area and to maintain any Lot in the event the Owner thereof fails to do so.

E. Easement Over Common Area. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Common Area which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following:

(1) the right of the Association to suspend the right to use the Common Area of any Owner and such Owner's family members, guests, invitees and tenants for any period during which Assessments against such Owner's Lot remain unpaid, subject to the notice and hearing provisions in Article X, Section 1 herein;

(2) the right of the Association to grant permits, licenses and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and

(3) all provisions set forth in the Old Mill Preserve Documents.

F. Easement for Roof Overhang. An easement or easements to provide for the roof overhang of a Home in favor of the Owner thereof, including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang.

G. Surface Water or Stormwater Management System Easement.

(1) Blanket Surface Water or Stormwater Management System Easement. The plan for the development of the Property includes the construction of a Surface Water or Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, and/or berms across the rear of certain Lots and access easements to the Surface Water or Stormwater Management System as may be shown on the plat or otherwise dedicated. Declarant hereby reserves for itself, its successors and assigns, and grants to the Association and its designees, as applicable, a perpetual, nonexclusive easement over and across all areas of the Surface Water or Stormwater Management System for the drainage of stormwater from the Property. Portions of the Surface Water or Stormwater Management System may be located entirely within Lots.

(2) Surface Water or Stormwater Management System Maintenance. The Association shall be responsible for the maintenance, operation, and repair of the Surface Water or Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Surface Water or Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the District, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the Surface Water or Stormwater Management System to provide drainage, water storage, conveyance and other stormwater management capabilities as permitted by the District.

The Association shall maintain and control the water level and quality of the Surface Water or Stormwater Management System and the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easement. The Owners of Lots adjacent to or containing any portion of the Surface Water or Stormwater Management System, shall maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) irrespective of ownership of such land, keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner and to prevent erosion and shall remove trash and debris as it may accumulate in the system, from time to time. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the Surface Water or Stormwater Management System to provide drainage, water storage, conveyance or other surface water capabilities as permitted by the District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be consistent with the District Permit as originally issued or any modification that may be approved by the District. In order to provide adequate assurance that the Surface Water or Stormwater Management System will adequately function, the following maintenance procedures shall be followed:

(a) The Association shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.

(b) The Association shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.

(c) The Association shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.

(3) Surface Water or Stormwater Management System Maintenance Easement. To the extent the Association is obligated to operate, maintain and repair the Surface Water and Stormwater Management System for the Property, the Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Surface Water or Stormwater Management System and over and across any portion of a Lot which is a part of the Surface Water or Stormwater Management System, or upon which a portion of the Surface Water or Stormwater Management System is located, to operate, maintain, and repair the Surface Water or Stormwater Management System in accordance with the District Permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Lots as part of the Surface Water or Stormwater Management System, or take any other action reasonably necessary, following which Declarant or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Declarant or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant or the Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Declarant or the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Declarant or the Association and shall not be construed to obligate Declarant or the Association to take any affirmative action in connection therewith. The Owners of Lots adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Surface Water or Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

(4) Improvements. No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Surface Water or Stormwater Management System without the prior written consent of the Association and the approval of the Committee or Declarant, which consent or approval may be withheld for any reason. Any improvements to the Surface Water or Stormwater Management System permitted by the Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Surface Water or Stormwater Management System may also require the prior written approval of the District. After receiving the approval of the Committee, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvement.

(5) Use and Access. Declarant and the Association, as applicable, shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Surface Water or Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Declarant or the Association, as applicable, may create or participate in a disturbance or nuisance on any part of the

Surface Water or Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Declarant and the Association, as applicable, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Declarant and the Association. No gas or diesel driven watercraft shall be operated on any portion of the Surface Water or Stormwater Management System, including retention lakes. Swimming is strictly prohibited in the retention lakes.

(6) LIABILITY. NEITHER DELCARANT NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE FACILITIES OR ANY PART OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DECLARANT AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR THE RETENTION LAKES AND/OR ANY PORTIONS OF THE COMMON AREA. ANY INDIVIDUAL USING THE RETENTION LAKES AND/OR ANY PORTIONS OF THE COMMON AREA SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS DECLARANT AND THE ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS (INCLUDING, WITHOUT LIMITATION, THOSE FROM PROPERTY DAMAGE, INJURY AND/OR DEATH) ARISING FROM SUCH USE.

NEITHER DECLARANT, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR BOTTOMS.

(7) Wetlands, Jurisdictional Land Swales. This Declaration is subject to the rights of the State of Florida over portions of the Property that may be considered wetlands, marshes, sovereignty or jurisdictional lands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, mowing, improving, landscaping, or removal of plant life existing on his Lot.

Further, certain Lots may be improved with swales constructed within Lots that are contiguous to any jurisdictional lands. The Owners thereof shall not remove or modify the swales without the consent of the applicable governmental entities. Any Owner who alters or otherwise modifies any swale, including mowing, shall repair and restore any such swale to be in full compliance with the applicable District Permits, at such Owner's sole cost and expense and shall indemnify and hold Declarant and the Association harmless from such violation.

(8) Rights of the District. Notwithstanding any other provisions contained elsewhere in this Declaration, the District shall have the rights and powers enumerated in this paragraph. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Surface Water or Stormwater Management System. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved in writing by the District. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without prior written approval of the District. Any amendment to this Declaration that alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Area must have prior written approval of the District. In the event that the Association is dissolved, prior to such dissolution, the control or right of access to the property containing the Surface Water or Stormwater Management System shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the Surface Water or Stormwater Management System facilities shall be conveyed to a non-profit corporation similar to the Association and all responsibility relating to the Surface Water or Stormwater Management System, to the extent the Association is responsible for same, must be assigned to and accepted by such governmental unit, public utility or non-profit corporation.

(9) Indemnity. Declarant may be required to assume certain duties and liabilities for the maintenance of the Surface Water or Stormwater Management System or drainage system within the Property under the Plat or Additional Plat(s), if any, permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording of this Declaration, it shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Surface Water or Stormwater Management System occasioned in whole or in part by any action, omission of the Association or its agents,

contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of Declarant, its successors or assigns. Upon completion of construction of the Surface Water or Stormwater Management System or drainage system Declarant shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

(10) Declarant's Rights. Declarant, its successors and assigns 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 Additional Plat, if any, of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on the Plat or Additional Plat, if any, of the Property or convert a Lot to use as a right of way, provided that Declarant owns the lands affected by such change. Owner of Lots subject to easement shown on the Plat or Additional Plat, if any, of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow of drainage, or landscape on such areas with hedges, trees, or other landscaping items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Declarant, the Association, or the grantee of the easement.

(11) County Enforcement Powers. In the event the Association, or any successor organization, shall fail to adequately maintain, repair and replace the Surface Water or Stormwater Management System in accordance with standards and requirements as promulgated by the District or the County from time to time, the County shall have the right, but not the obligation, to enter upon the Property, or any portion thereof, for the purpose of maintaining, repairing or replacing the Surface Water or Stormwater Management System. All expenses incurred by the County in maintaining, repairing and/or replacing the Surface Water or Stormwater Management System shall be assessed equally against the Lots within the Property and shall be payable by the Owners of such Lots within sixty (60) days after receipt of a statement therefore from the County. If any Owner fails to pay such Assessment within such sixty (60) day period, the County may record a lien against such Owner's Lot in the Public Records of the County, whereupon the Assessment shall become a lien on such Owner's Lot, which may be foreclosed in the same manner as a mortgage may be foreclosed under Florida law. The rights of the County contained in this Declaration shall be in addition to any other rights the County may have in regulating the operation and development of the Property.

H. Plat Easement(s). The Plat and/or Additional Plat(s), if any, may contain additional easements not discussed herein, granted in favor of the Association or others, for the specific purposes as described therein.

Section 7. EASEMENT FOR COMMUNITY SYSTEMS. Notwithstanding anything to the contrary in this Declaration, Declarant and its affiliates, and its and their designees shall have a perpetual exclusive easement over, across, upon and under the Common Area and the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems.

Section 8. RAILROAD EASEMENT AND NOTICE. Owners, by their acceptance of a deed for a Lot in Old Mill Preserve, are hereby put on notice and hereby accept their ownership of a Lot subject to that certain Replacement Easement between Florida Power & Light Company, as Grantor, and Declarant, as Grantee, dated January 23, 2009, and recorded on January 27, 2009, in Official Records Book 2286, Page 1477, of the Public Records of Manatee County, Florida ("Railroad Easement"), a copy of which is attached hereto as Exhibit "E," and incorporated herein by this reference. All Owners, by their acceptance of a deed for a Lot are hereby put on notice and hereby accept their Lot with the knowledge that a railroad system exists within Old Mill Preserve. Further, pursuant to the terms of the Railroad Easement, the Association shall be obligated to perform all maintenance of the road and any underground utilities to be located within the "Easement Area" as such term is defined in the Railroad Easement.

Section 9. PARTICIPATION AGREEMENT. The Owners, by their acceptance of a deed to a Lot in Old Mill Preserve, hereby acknowledge the rights and burdens detailed in that certain Participation Agreement dated May 27, 2005, and recorded on July 8, 2005, in Official Records Book 2037, Page 270, of the Public Records of Manatee County, Florida, as may be amended from time to time pursuant to the terms thereof (hereinafter referred to as the "Participation Agreement") which provides for certain easements in connection with the development of the Property and the neighboring property commonly known as OakLeaf Hammock. The Participation Agreement provides for a "Drainage Berm Easement," a "Stormwater Control Structure Easement Area," a "Watermain Easement," the interconnection of the respective road systems within the Property and the OakLeaf Hammock property, and for certain access easements over, upon, across and through portions of the "Ryland Road System" and "McNabb Road System" (as those terms are defined in the Participation Agreement"). The Association shall provide access to the roadways to the owners in OakLeaf Hammock by providing such owners with any codes, fobs, clickers, or other means of access used by the Owners in Old Mill Preserve and the OakLeaf Hammock association shall pay for the costs of providing such method of access which shall be paid to the Association by the OakLeaf Hammock association. The Owners in Old Mill Preserve will also have access to the Ryland Road System and will be provided access through the gate system servicing the Ryland Road System and shall be provided with any codes, fobs, clickers, or other means of access used by the owners in OakLeaf Hammock and the Association shall pay for the costs of such method of access to the OakLeaf Hammock association and same shall be a Common Expense.

Section 10. RIGHT-OF-WAY EASEMENT TO PEACE RIVER ELECTRIC COOPERATIVE, INC. Owners, by their acceptance of a deed for a Lot in Old Mill Preserve, are hereby put on notice and hereby accept their ownership of a Lot subject to that certain Right-of-Way Easement granted to Peace River Electric Cooperative, Inc., dated May 22, 2007, and recorded on July 26, 2007, in Official Records Book 2217, Page 7279, of the Public Records of Manatee County, Florida. It is anticipated that this easement will be terminated following the recording of the Plat. Declarant reserves the right to amend this Declaration to remove mention of the easement upon the recording of the termination.

Section 11. CONSERVATION EASEMENTS. Easements over specific properties as shown on the Plat ("Conservation Easements") are reserved for the purpose of storm water flowage through Old Mill Preserve and for the Conservation Easement Areas (as hereinafter defined), or otherwise required by the applicable governmental authorities, including, without limitation, the District. The Association shall be responsible for the maintenance of all Conservation Easements.

“Conservation Easement Areas” shall mean floodplain compensation areas, wetlands, wetland buffer, vegetative buffer and irrigation areas, and all other environmentally sensitive areas designated by Declarant as “Conservation Easement(s)” on the Plat, or by deed restriction in any deed for non-platted properties, or as otherwise described and made a part of the Public Records of the County, and/or floodplain compensation areas, wetlands, wetland buffer and irrigation areas, and other environmentally sensitive and governmentally regulated areas within any portion of the Property, as designated by any governmental authorities, including, without limitation, the District.

It shall be the obligation of and responsibility of each Owner, at the time of construction or reconstruction of a Home, Lot Improvement or other structure on a Lot, not to disturb or otherwise alter any Conservation Easement Areas (except as otherwise specifically permitted by the District), and to comply with the conditions made a part of any construction plans for the Surface Water or Stormwater Management System as approved by the District and the conditions made a part of any permit(s) that may have been issued by any other applicable governmental authorities, including, without limitation, the County and the U.S. Army Corps of Engineers, as related to the Property. Further, after any such construction or reconstruction, as aforesaid, no Owner, agent, guest, or invitee of an Owner may disturb or otherwise alter any Conservation Easement Areas without first obtaining written consent of Declarant, and all necessary governmental authorities, including without limitation, the District.

Section 12. DRAINAGE EASEMENTS. Easements for the installation and maintenance of drainage facilities (“Drainage Easements”) are shown on the Plat. Drainage Easements described on the Plat as “Private” shall be for the benefit of the Association unless otherwise identified on the Plat or in this Declaration. No Home or Improvement shall be placed or permitted to remain within these Drainage Easements which may impair the intended use thereof, including, without limitation, changing the direction or flow of the drainage channels in the easement areas. The Drainage Easements on each Lot and all Improvements thereto shall be maintained continuously by the Owner of such Lot, except with respect to improvements for which the Association or utility company is responsible.

Section 13. UTILITY EASEMENTS. Easements for the installation and maintenance of utility facilities (“Utility Easements”) are shown on the Plat. Utility Easements described on the Plat as “Private” shall be for the benefit of the Association unless otherwise identified on the Plat or in this Declaration. No Home or Improvement shall be placed or permitted to remain within these Utility Easements which may impair the intended use thereof. The Drainage Easements on each Lot and all Improvements thereto shall be maintained continuously by the Owner of such Lot, except with respect to improvements for which the Association or utility company is responsible.

Section 14. ASSIGNMENTS; ADDITIONAL EASEMENTS. The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Home is located) which may be necessary or desirable by Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without any further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Section 15. ACCESS EASEMENT TO ADJOINING PROPERTY OWNER. Declarant hereby reserves to each of itself and to the Association, acting alone, the unconditional right and authority to grant an access easement ("Tract BB Access Easement") over, through and across that portion of Tract BB of the Plat which lies between Erie Road and the guard gates located within Tract BB (south of Erie Road). The Tract BB Access Easement would be for the benefit of the owner of the property (the "Adjoining Owner") that abuts the east boundary of Tract BB and which lies north of the plat of Sheffield Glenn, according to the Plat thereof recorded in Plat Book 52, Page 190 of the Public Records of Manatee County, Florida and south of Erie Road. Notwithstanding anything in this Declaration to the contrary, each Owner within Old Mill Preserve by acceptance of a deed to his or her respective Lot acknowledges and agrees to the terms and provisions of this paragraph and acknowledges that the Adjoining Owner may have access rights over such portion of Tract BB of the Plat.

Notwithstanding anything in this Declaration to the contrary, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION;
BOARD; DURATION OF THE ASSOCIATION

Section 1. MEMBERSHIP AND VOTING RIGHTS. Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Old Mill Preserve Documents. The voting rights of the Members shall be as set forth in the Articles.

Section 2. BOARD. The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

Section 3. DURATION OF ASSOCIATION. The duration of the Association shall be perpetual, as set forth in the Articles. In the event of termination, dissolution or final liquidation of the Association, the control or right of access to the property containing the Surface Water or Stormwater Management System facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the Surface Water or Stormwater Management System facilities shall be conveyed to a non-profit corporation similar to the Association.

ARTICLE VI
COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS;
COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT;
CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

Section 1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS. In order to: (a) fulfill the terms, provisions, covenants, conditions, restrictions, reservations, regulations, burdens, liens, and easements contained in the Old Mill Preserve Documents; and (b) maintain, operate and preserve the Common Area for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and tenants, there is hereby imposed upon each Completed Lot and each Completed

Lot Owner, the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Home from Declarant as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Lot Assessments and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Old Mill Preserve Documents.

The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Old Mill Preserve Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Common Area the Community Systems or against any and all personal property or Improvements thereon; (2) all charges levied for Community Systems or other utilities providing services for the Common Area or to Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, telecommunication services, home monitoring, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Common Area and directors and officers liability insurance for the officers and directors of the Association; (4) any sums necessary for the maintenance and repair of the Common Area and all Improvements located thereon; (5) administrative and operational expenses; (6) all sums necessary for the maintenance and repair of any portion of the Surface Water or Stormwater Management System to be maintained by the Association, if any, including but not limited to work within retention areas, drainage structures and drainage easements; and (7) any and all expenses deemed to be Operating Expenses by the Association and/or under this Declaration. Reserves for replacements are specifically excluded from Operating Expenses. The Board may, if it so determines, include reserves in the Association's annual budget. In addition, any expense which is required by the Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Common Area or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Common Area to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and Legal Fees incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to the Old Mill Preserve Documents or the enforcement of the use and occupancy restrictions contained in the Old Mill Preserve Documents, and except Legal Fees incurred for lawsuits not approved pursuant to Section 12 of Article XIV below.

The Operating Expenses with respect to the Common Area are payable by each Owner to the Association notwithstanding the fact that Declarant may not have as yet conveyed title to the Common Area to the Association.

Section 2. ESTABLISHMENT OF LIENS. Each Assessment against a Lot, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Old Mill Preserve Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains a deed or title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of a deed or title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of a deed or title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Lot in question is secured by a claim of lien for Assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

Section 3. COLLECTION OF ASSESSMENTS. In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.
2. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is(are) liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s) and such advance by the Association shall not waive the default.
3. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 2 hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.
4. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure of the Association.
5. To charge Interest on such Assessment from the date it becomes due, as well as a late charge of Twenty-Five and No/100 Dollars (\$25.00) to defray additional collection costs.

6. To suspend the use rights of the Owner(s) in default to the Common Area subject to the Notice and Hearing provisions in Article X, Section 1 herein.

7. To suspend the right of the Owner(s) in default to vote on any matter on which Owners have the right to vote if such Owner is delinquent in payment of assessments for more than ninety (90) days.

Section 4. COLLECTION BY DECLARANT. In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

Section 5. RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES TO PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT. Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot(s). Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form acknowledging such reimbursement obligation(s) and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

Section 6. COMMUNITY SYSTEMS SERVICES. The Association shall have the right to enter into one or more agreement(s) ("Bundled Service Agreements") for receipt of television (via cable, satellite or otherwise), entertainment, telecommunication, internet, monitored alarm and/or other services (collectively, "Bundled Services") for Homes in Old Mill Preserve. Any and all costs and expenses incurred by the Association under or pursuant to any Bundled Service Agreements entered into by the Association for Bundled Services will be assessed against all Completed Lot Owners. It is contemplated that there may be features and services that are or will be available in addition to and not part of the Bundled Services (each, an "Optional Service"). Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Bundled Services Agreements shall be apportioned equally, but only amongst those Homes with respect to which the Association is being charged under or pursuant to the Bundled Services Agreement except to the extent, if any, that any Owner elects to receive an Optional Service (being a service not automatically received by all Owners entitled to receive Bundled Services pursuant to the Bundled Services Agreements). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate Declarant or the Association to enter into any Bundled Services Agreement.

Section 7. COLLECTION BY ASSOCIATION. Subject to the provisions of Article VII below, the Association shall initially collect all Assessments and other sums due the Association. Each

Owner will receive one or more statements annually or each quarter, as applicable, from the Association which lists the amounts owed to the Association.

ARTICLE VII
METHOD OF DETERMINING ASSESSMENTS
AND ALLOCATION OF ASSESSMENTS

Section 1. DETERMINING AMOUNT OF ASSESSMENTS. The total anticipated Operating Expenses for each calendar year shall be set forth in the budget ("Budget") prepared by the Board as required under the Old Mill Preserve Documents. Each Completed Lot shall be assessed its *pro rata* portion of the total anticipated Operating Expenses, which shall be the "Individual Lot Assessment" as to each Completed Lot. Operating Expenses shall be divided by the total number of Lots, which is planned to total two hundred thirty-six (236), but subject to change in accordance with this Declaration. Notwithstanding anything in the Old Mill Preserve Documents to the contrary, with the exception of Lots owned by a Builder, only a "Completed Lot" shall be obligated to pay Assessments. With respect to Lots owned by a Builder, Assessments shall commence on such Lots one hundred eighty (180) days following the conveyance of such Lot(s) by Declarant to such Builder ("Builder Assessment Start Date"); provided, however, should any such Lot owned by a Builder become a Completed Lot prior to the Builder Assessment Start Date, then such Lot shall be subject to Assessment in accordance with this Declaration at the time such Lot becomes a Completed Lot. Further, any Assessment for legal expenses incurred by the Association for lawsuits shall be deemed an Operating Expense which is properly the subject of Special Assessment and not the subject of an Individual Lot Assessment, except the legal fees incurred by the Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to the Old Mill Preserve Documents or the enforcement of the use and occupancy restrictions contained in the Old Mill Preserve Documents.

Section 2. ASSESSMENT PAYMENTS. Individual Lot Assessments shall be payable quarterly, in advance, on the first (1st) day of each fiscal quarter. Notwithstanding the foregoing, the Board has the right to change the method and frequency of the payments of Individual Lot Assessments. Individual Lot Assessments, and the quarterly payments thereof, may be adjusted from time to time by the Board due to changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required.

Section 3. SPECIAL ASSESSMENTS. "Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Old Mill Preserve Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Common Area or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover Date shall require the affirmative assent of at least two-thirds (2/3) of all Members

represented in person or by proxy at a meeting called and held in accordance with the Bylaws; provided, however, the Board acting alone and without the consent of Members may levy Special Assessments for the following: i) in the event of a casualty loss to repair and replace Common Area which is not insurable (e.g., landscaping, fencing, *etc.*), not insured, under insured, or where insurance coverage was denied by the insurance carrier after the casualty loss; ii) to obtain funds to cover insurance deductibles in the event of a casualty loss; and iii) any Special Assessment authorized by Article XI, Sections B or C herein. Prior to the Turnover Date, a Declarant-controlled Board may make a Special Assessment without such vote of the Members. Special Assessments are not included in the guarantee set forth in Article VII, Section 5 below.

Section 4. LIABILITY OF OWNERS FOR INDIVIDUAL LOT ASSESSMENTS. By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges that each Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessments and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Lot Assessment or any portion thereof, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Individual Lot Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Lot Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in the Old Mill Preserve Documents.

Section 5. GUARANTEED ASSESSMENT DURING GUARANTEE PERIOD. Without limiting the options that Declarant is entitled to pursuant to Section 9 below, and as provided in said Section 9, Declarant shall have the right (but not the obligation) to elect to be excused from payment of its share of the Operating Expenses and Assessments related to its Lots (other than Special Assessments) during the Guarantee Period, which election shall be made at the time of recordation of this Declaration by delivery of written notice thereof to Association. If so elected by Declarant, Declarant covenants and agrees with the Association and the Owners that during the "Guarantee Period" (as hereinafter defined), the Individual Lot Assessment imposed on each Owner other than Declarant during the following Time Periods shall not increase over the amount set forth for such applicable Time Period (the "Guaranteed Assessment"), as follows:

Time Period 1 – The date of recording of this Declaration and ending on December 31 of the year that this Declaration is recorded (unless such Time Period 1 is less than 3 calendar months in which event Time Period 1 shall end on December 31 of the year following the year in which this Declaration is recorded. During Time Period 1 Individual Lot Assessments shall not exceed the Individual Lot Assessment set forth in the initial operating Budget of the Association.

Time Period 2 – January 1 following the year in which Time Period 1 ends and ending on December 31 of the year Time Period 2 commenced. During Time Period 2 Individual Lot Assessments shall not each increase by more than ten percent (10%), respectively, from the amounts of such Individual Lot Assessments guaranteed during Time Period 1 above.

Time Period 3 - January 1 following the year in which Time Period 2 ends and ending on December 31 of the year Time Period 3 commenced. During Time Period 3 Individual Lot Assessments shall not each increase by more than ten percent (10%), respectively, from the amounts of such Individual Lot Assessments guaranteed during Time Period 2 above.

Time Period 4 - January 1 following the year in which Time Period 3 ends and ending on December 31 of the year Time Period 4 commenced. During Time Period 4 Individual Lot Assessments shall not each increase by more than ten percent (10%), respectively, from the amounts of such Individual Lot Assessments guaranteed during Time Period 3 above.

“Guarantee Period” as used herein shall mean the period commencing with the date of recordation of this Declaration and ending upon the sooner to occur of: (i) the Turnover Date; (ii) the expiration of Time Period 4 as described above; or (iii) delivery of written notice from Declarant to Association of Declarant’s termination of its election, which termination shall only be effective to terminate any Time Periods which have not yet commenced at the time such written notice is delivered. The Guarantee Period may be unilaterally extended by Declarant for one or more successive periods of six (6) months each, but in no event later than the Turnover Date.

During the Guarantee Period (as same may be extended), if applicable, Declarant shall be obligated to pay the difference (“Deficit”), if any, between: (a) the Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) incurred by the Association during the applicable Time Period, and (b) the sum of (x) the amounts assessed as Guaranteed Assessments against Owners during the applicable Time Period, (y) the “Ongoing Capital Contributions” set forth in Section 7 hereof and (z) any other income of the Association. The Deficit, if any, to be paid by Declarant pursuant to this Section 5 shall be determined by looking at the Guarantee Period (as same may be extended) as a whole, without regard to quarterly, annual or any other accounting or fiscal periods and without regard to intraperiod allocations. In that regard, in the event it is determined at the end of the Guarantee Period (as same may be extended) that there is a Deficit and Declarant has previously advanced funds to the Association in excess of the Deficit during the Guarantee Period (as same may be extended), Declarant shall be entitled to the immediate repayment from the Association of the amount of funds advanced by Declarant in excess of the Deficit. This guarantee expressly does not include Special Assessments and/or any unpaid Assessments by Owners. Special Assessments may include assessments for items such as capital expenditures or amounts needed to supplement repair expenses not covered by insurance.

After the Guarantee Period (as same may have been extended) terminates, each Owner shall be obligated to pay Assessments as set forth in this Article VII, and, commencing at such time, Declarant shall be required to pay Assessments on any Lots it owns in the same manner as all other Owners.

Section 6. DECLARANT'S GUARANTEED ASSESSMENT NOT THE OBLIGATION OF INSTITUTIONAL MORTGAGEES. Notwithstanding anything to the contrary herein contained, it is specifically understood and declared that each Owner, by the acceptance of a deed or other instrument of conveyance of a Lot within the Property, shall be deemed to have acknowledged and agreed that no Institutional Mortgagee (other than Declarant) or any successor or assign of such Institutional Mortgagee, or any person acquiring a deed or title to any part of the Property by reason of the foreclosure or otherwise of an Institutional Mortgagee shall be deemed to have made, assumed or otherwise undertaken any covenants or obligations of Declarant: (i) to guarantee the level and/or duration of any Guaranteed Assessments provided for under any of the Old Mill Preserve Documents; or (ii) to pay the difference between the actual Operating Expenses and the Guaranteed Assessments, if any, assessed against Lots and the Owners thereof during the Guarantee Period (as same may have been previously extended) as may be provided for in any of the Old Mill Preserve Documents; provided, however, that an Institutional Mortgagee may, at its option, determine to continue the obligation of Declarant to guarantee the amount of the Assessments as herein provided.

Additionally, a successor declarant shall not be deemed to guarantee the level and/or duration of any Guaranteed Assessments provided for under any of the Old Mill Preserve Documents or be obligated or pay the difference between the actual Operating Expenses and the Guaranteed Assessments, if any, assessed against Lots and the Owners thereof during the Guarantee Period (as same may have been previously extended) unless such obligation is assumed in writing by such successor declarant.

Section 7. ONGOING CAPITAL CONTRIBUTION. Each Owner who purchases a Lot with a Home thereon shall pay to the Association at the time legal title is conveyed to such Owner, an "Ongoing Capital Contribution" in the amount equal to three (3) months' Assessments. Ongoing Capital Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments, nor will they be held in reserve. To ensure that the Association will have sufficient cash available to pay for start-up expenses, Operating Expenses and other expenses, Declarant may from time to time advance to the Association the Ongoing Capital Contribution applicable to any Lot(s) prior to the time legal title to such Lot(s) is conveyed to the Owner(s) thereof. In the event Declarant advances the Ongoing Capital Contribution applicable to any Lot, then, at the time legal title to such Lot is conveyed to the Owner thereof, the Ongoing Capital Contribution to be paid by such Owner to the Association pursuant to this Section 7 shall be paid directly to Declarant in reimbursement of the advance, instead of to the Association. Ongoing Capital Contributions (whether paid by Owner or advanced by Declarant) may also be used to offset Operating Expenses, both during the Guarantee Period (as same may have been previously extended) and thereafter.

Section 8. WAIVER OF USE. No Owner, other than Declarant, may exempt himself from personal liability for Assessments duly levied by the Association. No Owner may release the Lot owned by such Owner from the liens and charges hereof either by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of such Owner's Home.

Section 9. DECLARANT SUBSIDY. Declarant may, but shall not be obligated to, reduce the Assessments for any fiscal year by payment of a subsidy [in addition to any amounts paid by

Declarant under Section 5 of this Article VII] which may be either a contribution, an advance against future Assessments due from Declarant, or a loan, in Declarant's sole and absolute discretion. Any such subsidy shall be disclosed as a line item in the income portion of the Budget. The payment of such subsidy in any year shall not obligate Declarant to continue paying a subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

ARTICLE VIII
ARCHITECTURAL CONTROL COMMITTEE

Section 1. MEMBERS OF THE COMMITTEE. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee," shall be comprised of three (3) members. The initial members of the Committee shall consist of persons designated by Declarant. Each of said persons shall hold office until all Lots and Homes have been conveyed or such earlier time as Declarant may, at its sole option, elect. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office until such time as such new member has resigned, or has been removed, or such new member's successor has been appointed, as provided herein. Members of the Committee, other than those designated by Declarant, may be removed at any time without cause. The Board shall have the sole right to appoint and remove all members of the Committee other than those designated by Declarant.

Section 2. REVIEW OF PROPOSED CONSTRUCTION.

A. No Improvements, including, by way of example and not of limitation, accessory structures, exterior lighting fixtures, brick pavers, stamped concrete, concrete flatwork, basketball goals, gym sets and play structures, buildings, fences, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwaves, reception devices, mailboxes, external enclosures or attachments (including entry screen and patio screen enclosures), or landscaping (including hedges, massed plantings and trees) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, nor shall any canopies, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home or building by any Owner other than Declarant, unless such Improvements have been reviewed by and received the written approval of Declarant, in connection with the construction of the Initial Improvements, or the Committee in accordance with Paragraph B herein below. Notwithstanding anything to the contrary in this Article VIII or the Old Mill Preserve Documents, with respect to the Initial Improvements, Declarant, and not the Committee, shall be the entity that reviews and approves Initial Improvements. Any Owner desiring to make Improvements shall submit two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person determined by the Committee to be qualified, showing the nature, dimensions, materials and location of the same, together with the security deposit if required by the Committee, to be held and disbursed by the Association in accordance with Section 3 herein below. In addition to the foregoing, the Committee may establish and charge a review fee on a case by case basis, in the sole discretion of and in an amount set by the Committee. If a review fee is charged by the Committee, it shall be non refundable in any event, whether or not the application submitted by an Owner is approved. Notwithstanding anything in this Article VIII to the contrary, if it is determined that any of the terms of Article VIII conflict with any of the terms or provisions of Article X, Section 18, then the terms or provisions of Article X, Section 18 shall supersede and control to the extent of such conflict.

B. The Committee shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee may also issue and amend from time to time rules or guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The Committee may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans.

C. The Committee shall have thirty (30) days after delivery of all required materials to give written approval or rejection of any such plans and, if written approval is not given within such thirty (30) day period, such plans shall be deemed rejected, provided, however, that in any event, no such addition, construction or alteration shall be made by any Owner which is detrimental to or inconsistent with the harmony, appearance or general scheme of the Property as a whole.

D. Unless otherwise required by applicable governmental laws, statutes, ordinances, rules or regulations, all fences, walls, hedges or mass plantings shall not exceed a height of four (4) feet above the finished graded surface of the grounds upon which it is located and shall not be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Committee. No fences, walls, hedges or mass plantings of any type shall be built further forward on a Lot than ten (10) feet behind the front building line of any Home, and shall not exceed four (4) feet in height, except as otherwise provided herein. All fences built on the street side of any corner Lot shall have a minimum setback requirement equal to the side setback of the residence. On Lots abutting lakes, no fence shall be placed beyond the top of the bank. All fences to be constructed within Old Mill Preserve shall be of design and materials approved in advance by the Committee. No fence may be constructed of wire, chain link or cyclone style on any Lot.

E. Notwithstanding anything to the contrary in this Declaration, in no event shall any fence or other Improvement (including, without limitation, landscaping) be permitted if such fence or other Improvement shall in any way interfere with the flow of rainfall runoff to or through the Surface Water or Stormwater Management System.

F. Notwithstanding any provision in this Article to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations within any Homes if such additions, changes or alterations are not visible from the outside of such Homes. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules and regulations.

G. Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by Declarant (or a Builder during construction of the Initial Improvements) shall require the prior approval or any certificate of consent of the Committee or any security deposit.

Section 3. SECURITY DEPOSIT FOR IMPROVEMENTS; INDEMNIFICATION. Any Owner desiring to make Improvements may be required by the Committee, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the Committee, at the time of the Owner's submission of plans and specifications for review and approval by the Committee, a security deposit in an amount to be determined by the Board or the Committee to cover costs of incidental damage caused to any Common Area, an adjacent Home or Lot, or any property (real or personal) by virtue of such Owner's construction of Improvements. The Committee shall have the sole and absolute discretion to determine whether a security deposit is required for the Improvements being requested. The Association shall not be obligated to place the security deposit in an interest bearing account. The Owner shall be entitled to the return of the security deposit upon: (i) such Owner's written notice to the Committee that the Improvements covered by the security deposit have been completed in accordance with the plans and specifications approved by the Committee; and (ii) the Committee's (or its duly authorized representative's) inspection of such Improvements confirming completion; provided, however, should any incidental damage be caused to any Common Area by virtue of such Owner's construction of Improvements, the security deposit shall not be returned to Owner until such damages have been repaired. In the event that Owner has not repaired such damages to any Common Area to the satisfaction of the Committee, the Association shall have the right (but not the obligation), after five (5) days notice to the offending Owner, to repair such incidental damage and to use so much of the security deposit held by the Association to reimburse itself for the costs of such work. Further, the offending Owner hereby agrees to indemnify and reimburse the Association for all reasonable costs expended by the Association that exceed the security deposit, including Legal Fees, if any, incurred in connection therewith. Should any incidental damage be caused to an adjacent Lot or Home by virtue of such Owner's construction of Improvements, the Owner of the adjacent Lot (the "Adjacent Lot Owner") shall, at such Adjacent Lot Owner's sole option: (a) remedy such damage and submit to the Association a receipt, invoice or statement therefor for reimbursement from the offending Owner's security deposit; or (b) allow the offending Owner to repair such incidental damage to the Adjacent Lot Owner's Lot or Home, at the offending Owner's sole cost and expense, and upon receipt by the Association of written notice from the Adjacent Lot Owner that such incidental damage has been repaired, the offending Owner shall be entitled to a return of the security deposit being held by the Association, if any.

Notwithstanding anything contained in this Section to the contrary, the Association's return of the security deposit being held by it for any such Improvements shall be based solely on considerations set forth above. The Association's return of the security deposit does not and shall not be construed to constitute a determination by members and representatives of the Committee, Declarant, and/or the Association of the structural safety, approval or integrity of any Improvement, conformance with building or other codes or standards, or the proper issuance of governmental permits and approvals for any Improvement.

Section 4. MEETINGS OF THE COMMITTEE. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Article VIII, Section 9 below. In the absence of such

designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

Section 5. NO WAIVER OF FUTURE APPROVALS. The approval of the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

Section 6. COMPENSATION OF MEMBERS. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 7. INSPECTION OF WORK. Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article, the submitting party shall give written notice of completion to the Committee.

B. Within thirty (30) days after written notice of completion, the Committee or its duly authorized representatives may inspect such Improvement. If the Committee finds such work was not done in substantial compliance with the approved plans, it shall notify the submitting party in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the submitting party to remedy such noncompliance.

C. If upon the expiration of fifteen (15) days from the date of such notification the submitting party shall have failed to remedy such noncompliance, notification shall be given to the Board in writing of such failure. Upon such notice, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the submitting party shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board's ruling. If the submitting party does not comply with the Board's ruling within such period, the Board, at its option, may remove the Improvement, remedy the noncompliance, or proceed in court to compel compliance and the submitting party shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, including Interest and Legal Fees. If such expenses are not promptly repaid by the submitting party to the Association, the Board shall levy an Assessment against such submitting party for reimbursement, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

D. If, for any reason, notification is not given to the submitting party of acceptance within thirty (30) days after receipt of said written notice of completion from the submitting party, the Improvement and/or alteration shall be deemed to be in compliance with said approved plans.

Section 8. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, nor Declarant, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or standards, and no member or representative of the Committee or the Association, nor Declarant, shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such Improvement or alteration proposed by the plans. By submitting a request for review and approval by the Committee, an Owner shall be deemed to have and does automatically agree to indemnify, defend and hold harmless the Committee, the Association and Declarant (and each of their respective officers, directors, partners, affiliates, members and representatives) from and against any and all claims, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, Legal Fees) arising from, relating to or in any way connected with the Improvement or alterations for which such request was submitted. Furthermore, approval by the Committee of any request does not excuse Owner from also obtaining approvals from all applicable governmental authorities.

Section 9. VARIANCE. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require; provided, however, the Committee shall not give or authorize (and the Committee is hereby prohibited from giving or authorizing) any variance with respect to: (i) the type of fencing permitted by Section 2.D of this Article VIII above, or (ii) the displaying of any signs for the sale or renting of the Home as prohibited in Section 11 of Article X below. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

Section 10. DECLARANT EXEMPTION. Declarant is hereby exempt from having to comply with the requirements of this Article VIII in its entirety.

ARTICLE IX MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. BY THE ASSOCIATION.

A. The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all of the Improvements and facilities located over, through and upon the Common Area including, without limitation, the recreation areas, if any, as otherwise provided herein (except public utilities and Community Systems, to the extent same have not been made Common Area). Should any incidental damage be caused to any Home by virtue of the Association's failure to maintain the Common Area as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Common Area, the Association shall, at its expense, repair such incidental

damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

B. The Association shall operate, maintain, repair and replace the Irrigation System constructed over, through and upon the Common Area, if any (or any portions thereof) as it shall deem appropriate. Except as provided in Section 2.B of this Article IX, the Association shall be responsible for the costs of operation, maintenance, repair and replacement of the Irrigation System in connection with the Common Area including any monthly fees and other costs of water and/or electric usage, if any.

There is hereby reserved in favor of the Association the right to enter upon the Common Area and any and all Lots for the purpose of operating, maintaining, repairing and replacing the Irrigation System over, through and upon the Common Area within the Property.

In accordance with the provisions of this Declaration and to the extent the Association is responsible for such operation, maintenance and repair, the Association shall operate, maintain and repair the Surface Water or Stormwater Management System constructed over, through and upon the Property. Such maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or stormwater management capabilities as permitted by District. Any repair or construction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the District. There is hereby reserved in favor of the Association, to the extent the Association has the obligation to operate, maintain, repair or replace the Surface Water or Stormwater Management System or any portion thereof, an easement and the right to enter upon the Common Area and the Lots for the purpose of operating, maintaining, repairing, and replacing the Surface Water or Stormwater Management System over, through and upon the Property. To the extent the Association has the obligation to operate, maintain, repair or replace the Surface Water or Stormwater Management System or any portion thereof, the Association shall be responsible for all costs associated with all cleaning, maintenance, repairs and replacement of any portion of the Surface Water or Stormwater Management System necessary to maintain the system in its original condition and use. To the extent the Association has the obligation to operate, maintain, repair or replace the Surface Water or Stormwater Management System or any portion thereof, then in the event the Association fails to maintain the Surface Water or Stormwater Management System in accordance with this Declaration and/or the District Permit, as the same may be amended from time to time, then the District shall have the right to commence an action against the Association, including, without limitation, monetary penalties and injunctive relief, to compel the Association to maintain the portions of the Surface Water or Stormwater Management System for which the Association is responsible in accordance with this Declaration and/or the District Permit. The registered agent for the Association shall retain a copy of the District Permit for the Association's benefit.

C. The Association shall be responsible for the maintenance, repair and replacement of all private streets, drives, roads and roadways located upon the Common Area and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Common Area and Lots for such purpose. To the extent permitted by the appropriate governmental authority, the Association may, but shall not be obligated to, also provide maintenance of all city, County, district or municipal properties which are located within or in a reasonable proximity of the

Property to the extent that their deterioration or unkempt appearance would adversely affect the appearance of the Property, including the right to enhance the landscaping in any public right of way.

D. The Association shall be responsible for the maintenance, repair and replacement of any common lighting located in Old Mill Preserve; provided, however, the Association shall not be responsible for the maintenance, repair and replacement of any lighting to the extent same is provided by the municipal electric service.

E. Neither the Association nor any Owner shall alter the slopes, contours, or cross sections of the lakes, lake banks and littoral zones or chemically, mechanically, or manually remove, damage or destroy any plants in any of the littoral zones, except upon the written approval from the applicable governmental authority. The Association shall be responsible for maintaining the required survivorship and coverage of the planted littoral areas, to ensure the ongoing removal of prohibited and invasive non-native plant species from these areas, and to comply with all governmental regulations applicable to the lakes, lake banks and littoral zones.

F. Any property designated as open space, buffer, preserve area, conservation or wetland area on any plat, permit, or other document recorded in the Public Records of the County shall be preserved and maintained by the owner of such property in a natural open condition. The Association or any subsequent owner shall not do anything that diminishes or destroys the open space, buffer, preserve area or conservation area, and such areas shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space.

G. The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Common Area having a cost not in excess of Five Thousand Dollars (\$5,000). All other alterations and Improvements must first be approved by at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Common Area which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Common Area unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing.

H. All expenses incurred by the Association in connection with the services, operation, maintenance, repair and replacement described in Paragraphs A through G above, inclusive, are Operating Expenses, payable by each Owner under the provisions of this Declaration concerning Assessments. Should the maintenance, repair or replacement provided for in Paragraphs A through G of this Section 1 be caused by the negligence of or misuse by an Owner, such Owner's family, guests, servants, invitees, or tenants, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Lot and said Assessment shall constitute a lien upon the appropriate Lot and Home with the same force and effect as liens for Operating Expenses.

I. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of Old Mill Preserve.

Section 2. BY THE OWNERS.

A. The Owner of each Lot must keep and maintain the Lot and the Improvements thereon, including all equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within, upon and outside of such Owner's Home which, if omitted, could adversely affect Old Mill Preserve, the other Owners or the Association and its Members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, all of the physical structures constructed in, upon, above or below the Lot, and physical items attached or connected to such structures that run beyond the boundary line of the Lot which exclusively service or benefit the Lot and Home. Without limiting the generality of the foregoing, the Owner of each Lot shall keep all drainage structures (such as catch basins) located on the Owner's Lot clear of grass, leaves and other debris. Additionally, the painting, caulking and maintenance of the exterior surface of the walls, doors, windows and roof of the physical structures of the Home shall be performed by the Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Lot further agrees to pay for all utilities (including, without limitation, those provided by the Community Systems), such as telephone, cable or satellite television, telecommunication systems, home monitoring, water (including water associated with irrigation), sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control within the Home and the Lot. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at such Owner's own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

In addition to the foregoing, each Owner shall be required to maintain appropriate climate control, keep his or her Home clean, dry, well-ventilated and free of contamination and shall take necessary measures to retard and prevent mold from accumulating in the Home. Further, given the climate and humid conditions in the area where the Property is located, molds, mildew, toxins and fungi may exist and/or develop within the Home and/or the Property. 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. Each Owner shall be responsible for damage to the Home and personal property as well as any injury to the Owner and/or occupants of the Home resulting from the Owner's failure to comply with these terms. Each Owner is fully responsible and liable for the entire amount of all cleaning expenses and remediation costs incurred by the Association to remove mold from the Home, if the Owner fails to remediate same and each Owner shall be responsible for the repair and remediation of all damages to the Home caused by mold. By acquiring title to a Home, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released Declarant from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages, which may result from, without limitation, the inability to possess the Home, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by the Owner, his or her family

members and/or his or her guests, tenants, invitees and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. Additionally, each Owner, by acceptance of a deed, or otherwise acquiring title to a Home, shall be deemed to have agreed that Declarant shall not be responsible, and Declarant hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Owner, his or her family members and/or his or her guests, tenants, invitees and/or the pets of all of the aforementioned persons, as result of mold, mildew, fungus or spores. Declarant does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same.

B. The Owner of each Lot shall maintain and care for any sod, lawns and landscaping which are encompassed within the Lot including, without limitation, the irrigation system installed thereon. In addition to the foregoing, the Owner of each Lot shall maintain and care for the grassed areas (including, without limitation, all landscaping thereon, if any) located between the front and/or side lot line of such Owner's Lot and the edge of the roadway in front and/or side of such Owner's Lot. The Owner of each Lot abutting a lake or retention area shall also maintain the area encompassed between the rear property line and the water's edge. "Maintenance and care" within the meaning of this Subsection B shall include irrigating, mowing, edging, fertilizing, trimming of trees and landscaping, spraying of lawns, and replacement of sod, trees and landscaping (including, without limitation, replacement of any dead or dying trees so that, at a minimum, the initial landscaping provided by Declarant is maintained). All lawns shall be maintained free from unsightly bald spots or dead grass and shall be uniform in texture and appearance with surrounding lawns in Old Mill Preserve. Nothing shall be planted in any open space and/or buffer area, by any Owner.

Declarant may have constructed one or more drainage swales upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot Owner shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

C. The Owner of each Lot shall maintain, repair and replace as needed any fencing on their Lot, clean, maintain and repair the driveway on their Lot, and keep the sidewalk located on and/or adjacent to their Lot clean and free from any stains, trash, debris and/or impediments to pedestrian traffic.

D. Each Owner of a Lot abutting a lake shall also be responsible for maintaining and repairing the portion of the lake bank slopes on his or her Lot.

E. If a Home is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board and shall be otherwise subject to all provisions of Article VIII hereof.

F. Each Owner shall keep such Owner's Home insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request.

G. If an Owner fails to comply with the foregoing provisions of this Section 2, the Association may proceed in court to compel compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an Assessment equal to the cost of premiums, and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

H. If a failure to comply with the provisions of this Section 2 relates to the Owner's obligation to maintain and care for the Home, landscaping or any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care. Any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility under this Declaration or any of the other Old Mill Preserve Documents shall be determined in the sole discretion of the Association or Declarant.

Section 3. DAMAGE TO BUILDINGS. The Owner of any Home which has suffered damage may apply to the Committee for approval for reconstruction, rebuilding, or repair of the Improvements therein. The Committee shall grant such approval only if, upon completion of the work, the exterior appearance of the Improvement(s) will be substantially similar to that which existed prior to the date of the casualty. If the obligation for repair falls upon the Association, the Committee approval will not be required prior to the commencement of such work, so long as the exterior appearance of the Improvements will be substantially similar to that which existed prior to the date of the casualty.

The owner or owners of any damaged building (including, without limitation, the Owner of a Lot and/or Home), the Association, and the Committee shall be obligated to proceed with all due diligence hereunder and the responsible parties shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond his or her or their reasonable control.

Declarant shall be exempt from the provisions of this Section 3, provided that any such reconstruction, rebuilding or repairs made by Declarant shall be consistent, as to the exterior appearance, with the Improvements as they existed prior to the damage or other casualty.

ARTICLE X
USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association, except as provided in Article X, Section 23 below:

Section 1. ENFORCEMENT. Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Old Mill Preserve Documents or with any rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all Legal Fees incurred by the Association in connection with the enforcement of this Declaration or any of the Old Mill Preserve Documents or with any rules or regulations promulgated by the Association, whether or not an action is actually begun. Any such Legal Fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

Notwithstanding the rights of the Association hereunder to enforce to the terms and provisions of the Old Mill Preserve Documents, the District shall also have the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel the Association to correct any failure by the Association to operate, maintain and repair the Surface Water or Stormwater Management System in accordance with the District Permit.

In addition to all other remedies, the Association may suspend, for a reasonable period of time, any or all of the rights of any or all of an Owner or an Owner's tenants, guests or invitees to use Common Area and facilities (including, without limitation, cable television and other services provided by Community Systems); may suspend the voting rights of an Owner if such Owner is delinquent in payment of assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Old Mill Preserve Documents, provided the following procedures are adhered to:

A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. Fines. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

E. Failure to Pay Assessments. Notice and Hearing as provided in Subparagraphs A and B above shall not be required with respect to the imposition of suspension of use rights or fines upon any Owner because of such Owner's failure to pay Assessments or other charges when due.

F. Access. Suspension of use rights to Common Area shall not impair the right of an Owner or tenant of a Lot and/or Home to have vehicular and pedestrian ingress to and egress from such Lot and/or Home, including, but not limited to, the right to park.

Section 2. OCCUPANCY OF HOME. Declarant and the Association shall comply with the Fair Housing Amendments Act of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), which became effective in March, 1989, and as amended effective December 31, 1995.

Section 3. NUISANCES. No obnoxious or offensive activity shall be carried on or about the Lots or in or about any Improvements, Homes, or on any portion of Old Mill Preserve nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Homes which is a source of annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Homes or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 4. PARKING AND VEHICULAR RESTRICTIONS. Parking upon the Property shall be restricted to the driveway and garage located upon each Lot and designated parking areas within the Common Area. No parking on the streets or swales is permitted. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Home with the garage door closed) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any Lot. No commercial vehicle, trailer, recreational vehicle, motor home, boat or boat trailer

may be parked or stored on the Property except in the garage of a Home located upon a Lot. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant.

Section 5. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances, orders, rules, regulations, codes and other requirements of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes or other requirements of any governmental agency having jurisdiction thereover relating to any Home or Lot shall be corrected by, and at the sole expense of, the Owner of said Home and/or Lot.

Section 6. LEASES. No portion of a Home (other than an entire Home) may be rented. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Old Mill Preserve Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. The Association also has the right to collect any monetary obligation, including delinquent Assessments, due for the Home from the rents paid by any tenant occupying the Home if the Owner has leased the Home. In such case, the tenant shall remit such delinquent Assessments and other amounts due the Association directly to the Association upon written notice from the Association that the Owner is delinquent in the payment of its monetary obligations and the tenant may deduct such amounts paid to the Association from the rent due to the Owner. The Association has the right to require Owners to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association.

Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration.

Section 7. ANIMALS AND PETS. Only common domesticated household pets may be kept on any Lot or in a Home, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, horses, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Any pet must be carried or kept on a leash when outside of a Home. No pet shall be kept tied up outside of a Home or in any screened porch, balcony or patio, unless someone is present in the

Home. An Owner shall immediately pick up and remove any solid animal waste deposited by such Owner's pet on the Property. An Owner is responsible for the cost of repair or replacement of any Common Area damaged by such Owner's pet. Each Owner who determines to keep a pet thereby agrees to indemnify the Association and Declarant and hold each of them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner's having any animal on the Property.

Under no circumstances shall a Pit Bull (as hereinafter defined), Rottweiler, Doberman Pinscher, Presa Canario (canary dog) or "Dangerous Dog" (as hereinafter defined) be permitted on the Property. As used in this Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and (ii) a "Dangerous Dog" is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the streets, drives, roads, avenues, roadways and/or sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

Section 8. ADDITIONS AND ALTERATIONS. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of such Owner's Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, including doors, garage doors, driveways and walkways, without the prior written approval of: (i) the Committee as set forth in Article VIII of this Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all applicable governmental entities.

Section 9. INCREASE IN INSURANCE RATES. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 10. SLOPES AND TREES. No Owner may engage in any activity which will change the slope or drainage of a Lot, including, without limitation, lake bank slopes. No additional trees are permitted to be planted on the Property and no trees are permitted to be removed from the Property (other than dead or dying trees which are being replaced with trees of the same species) without the prior written consent of Declarant for as long as Declarant owns a Lot, and thereafter without the prior written consent of the Committee. No Owner may alter the slopes, contours or cross-sections of the lakes, lake banks, littoral zones, canals, or canal banks; or chemically, mechanically or manually remove, damage or destroy any plants in any littoral zones.

Section 11. SIGNS. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, "For Sale," "For Rent" or "By Owner" or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement on the Property (including, without limitation, a Home) without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the Board. Neither the Board nor the Committee shall consent to any type of "For Sale," "For Rent," "By Owner" or similar sign for the renting or sale of a Home so long as Declarant owns a Lot in Old Mill Preserve or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in Old Mill Preserve or other communities developed or marketed by Declarant or its affiliates, whichever is later. Signs, regardless of size, used by Declarant or any of Declarant's affiliates, or any of their successors or assigns, for advertising or marketing during the construction and sale period of Old Mill Preserve or other communities developed and/or marketed by Declarant or its affiliates and other signs authorized by Declarant shall be exempt from this Section 11. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall also be exempt from this Section 11. This provision may not be amended without the prior written consent of Declarant.

Section 12. TRASH AND OTHER MATERIALS. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Common Area, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled trash pick up), and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from the Common Area or another Lot. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant, during construction approved by the Committee, or when accumulated by the Association for imminent pick-up and discard).

Section 13. TEMPORARY STRUCTURES. No tent, shack, shed or other temporary building or Improvement, other than separate construction, service and sales trailers to be used by Declarant, Declarant's affiliates, and/or their respective agents and contractors, for the construction, service and sale of Old Mill Preserve or other communities, shall be placed upon any portion of the Property, either temporarily or permanently. No trailer, motor home or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property, unless fully enclosed in a garage.

Section 14. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, boring 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 in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 15. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any of the Property, provided that a central sewage disposal system is being operated in accordance

with the requirements of the governmental regulatory body having jurisdiction over said central system.

Section 16. WATER SUPPLY. No individual water supply system shall be permitted on any of the Property, provided that one or more central water supply systems are being operated in accordance with requirements of the governmental body having jurisdiction over said central system, except that wells are permitted for the irrigation of landscaping only, provided that a stain tank is installed in conjunction with the irrigation well.

Section 17. FENCES. Any fence placed upon any Lot must be approved by the Committee, as provided in Article VIII hereof, prior to installation. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the Committee approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the Committee's approval, at the time the fence is installed. Dog runs or animal pens of any kind shall not be permitted to be placed or erected on any portion of the Property.

Notwithstanding that an Owner has obtained the approval of the Committee to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a Home on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the Committee's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the Committee and is permitted to cross any such easements, such Committee's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., FPL, utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot when installing any fence upon the Lot shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the Committee approval required by Article VIII hereof.

Section 18. ANTENNAE. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by

47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt, and amend from time to time, rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt (and amend from time to time) and enforce reasonable rules limiting installation of permissible satellite dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible satellite dishes or antennae. Any permissible satellite dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible satellite dishes or antennae may, but is not obligated to, submit plans and specifications for same to the Committee to ensure compliance with the Association's rules governing the types of permissible satellite dishes and antennae and restrictions relating to safety, location and maintenance of satellite dishes and antennae. This Section 18 shall not apply to Declarant.

Section 19. SINGLE FAMILY USE. The Homes shall be for single family use only. No commercial occupation or activity may be carried on in Old Mill Preserve except as such occupation or activity is permitted to be carried on by Declarant under this Declaration. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated adult persons living as a single housekeeping unit.

Section 20. WEAPONS. The use and discharge of weapons within Old Mill Preserve is prohibited. The term "weapons" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 21. ON-SITE FUEL STORAGE. No on-site storage of gasoline or other fuels shall be permitted on any Lot, except that up to five (5) gallons fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. Propane tanks normally associated with outdoor barbecue grills are permitted above-ground. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage.

Section 22. HURRICANE SHUTTERS. No hurricane shutters may be installed without the prior written consent of the Association, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the Association's consent, then the hurricane shutters will be made to conform by the Association at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing the Old Mill Preserve location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period"), however, if the hurricane shutters are clear in color they shall be allowed to remain installed or closed, as applicable, if the Owners are absent during hurricane season

Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a

responsible firm or individual satisfactory to the Association to install and remove hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters pursuant to this Declaration.

Section 23. DECLARANT EXEMPTION. Declarant plans to undertake the work of constructing Homes and Improvements upon the Property. The completion of the aforementioned work and the sale of Homes by Declarant and Declarant's affiliates are essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association, nor the Architectural Control Committee shall do anything whatsoever to interfere with any of Declarant's or Declarant's affiliates' activities relating to the constructing of Homes and Improvements upon the Property, or any other property being developed, marketed, or the sale of Homes by Declarant or its affiliates. In this respect, Declarant hereby reserves the right for itself and its employees, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Common Area) as may be necessary or convenient to enable Declarant to carry on its work and other activities including, without limitation, Declarant's development and construction of Old Mill Preserve and the Homes therein.

In general, the restrictions and limitations set forth in this Article X shall not apply to Declarant or to Lots owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for development, construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article X in addition to whatever remedies at law to which it might be entitled.

ARTICLE XI DAMAGE OR DESTRUCTION TO COMMON AREA

Damage to or destruction of all or any portion of the Common Area shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Common Area, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.

B. If insurance proceeds are insufficient to effect total restoration of the Common Area, and the cost of restoration would require a Special Assessment against each Lot in an amount of Five Thousand Dollars (\$5,000.00) or less (such amount is based on the value of the dollar in 2010 and shall be increased each year thereafter based upon increases in the Consumer Price Index), then the Association shall cause the Common Area to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Articles VI and VII herein.

C. If the insurance proceeds are insufficient to effect total restoration of the Common Area and the cost of restoration of the Common Area would require a Special Assessment

against each Lot in an amount greater than Five Thousand Dollars (\$5,000.00) (such amount is based on the value of the dollar in 2010 and shall be increased each year thereafter based upon increases in the Consumer Price Index), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (i) to rebuild and restore either: (a) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (b) in a manner less expensive, and in the event of (a) or (b) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (ii) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Common Area shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant (which approval shall be given, conditioned or withheld in Declarant's sole and absolute discretion) as long as Declarant owns any portion of the Property.

D. Each Owner shall be liable to the Association for any damage to the Common Area not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees and guests, both minors and adults.

E. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a *pro rata* distribution in accordance with the collection of such Special Assessments.

ARTICLE XII INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

Section 1. CASUALTY INSURANCE. Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Common Area which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Common Area in developments similar to Old Mill Preserve in construction, location and use.

Section 2. PUBLIC LIABILITY INSURANCE. A comprehensive policy of public liability insurance naming the Association and, until Declarant no longer owns any Lot within the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with,

or arising from, the operation, maintenance and use of the Common Area and any Improvements located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person for any one occurrence; not less than Three Million Dollars (\$3,000,000.00) for damages incurred or claimed by more than one person for any one occurrence; and for not less than Fifty Thousand Dollars (\$50,000.00) property damage per occurrence with no separate limits stated for the number of claims. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

Section 3. FIDELITY COVERAGE. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

Section 4. DIRECTORS' COVERAGE. Adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.

Section 5. OTHER INSURANCE. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Common Area and any Improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

Section 6. CANCELLATION OR MODIFICATION. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgagee clause.

Section 7. FLOOD INSURANCE. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Common Area if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

Section 8. CONDEMNATION. In the event the Association receives any award or payment arising from the taking of any Common Area or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least two-thirds (2/3) of the total voting interests, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

Section 9. WAIVER OF SUBROGATION. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, Declarant and the agents and employees of each of

the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

ARTICLE XIII
MANATEE COUNTY REQUIREMENTS

Section 1. COMPLIANCE WITH COUNTY REQUIREMENTS AND MANATEE COUNTY LAND DEVELOPMENT CODE. The provisions contained in this Article are mandated by the Manatee County Land Development Code or the County, are applicable to Old Mill Preserve and are subject to amendment from time to time by the County. The language used in this Article was required by the County.

Section 2. SETBACKS. Lot setbacks shall be as follows: front minimum setback of twenty-five feet (25') for front-loaded garages or twenty feet (20') for side-loaded garages, side minimum setbacks of seven and one-half feet (7.5'), rear yard minimum setback of fifteen feet (15'), and waterfront minimum setback of thirty feet (30'). Setbacks requirements may be amended from time to time by the County, in which event Declarant shall have the right to amend this Declaration without joinder of any Owner or other party to reflect such County revised setbacks. Lots shall be deemed to have more than one (1) front for purposes of determining the required front setback lines if the Lot is bounded by a road, street or other easement on more than one (1) side, as permitted by Section 720.3035(3), Florida Statutes, as amended, and as required by the Manatee County Land Development Code.

Section 3. COMMON AREA MAINTENANCE BY COUNTY IF ASSOCIATION FAILS TO PROPERLY MAINTAIN. In the event the Association fails to maintain the Common Area in reasonable order and condition in accordance with applicable Governmental Approvals, the County may, upon specified notice and hearing, to enter the Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-rata against the Lots and such charges are payable by the Owner within sixty (60) days after receipt of a statement therefore from the County, and, if unpaid at the end of such period, shall become a lien on the Lots.

Section 4. FURTHER DISPOSITION OF OPEN SPACE. With respect to such portions of the Common Area or any interest therein that may be deemed required common open space under applicable governmental regulations, subsequent to the conveyance to the Association, there shall be no further disposition of such Common Area that is real property by sale, dissolution of the Association or otherwise, except to an organization conceived and organized to own and maintain such property, without first offering to dedicate the same to the County or other appropriate governmental agency.

Section 5. PLANNING DEPARTMENT. No portion of the Common Area shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance, repair and improvement, without the prior written approval of both the Association and the director of the County's Planning Department, or such successor agency as may assume the duties of that department.

Section 6. RIGHT OF ENTRY BY COUNTY. A right of entry upon the Common Area is hereby granted to County and other governmental law enforcement officers, health and pollution control personnel, emergency medical service personnel and firefighting personnel, and to governmental suppliers of utilities, while in the pursuit of their duties. All such governmental personnel are further granted authority to enforce cleared emergency vehicle access in the performance of their duties to the extent the same may be reasonably necessary.

Section 7. COMPLIANCE WITH LAW. Notwithstanding any other provision of this Declaration to the contrary, there shall be no violation of federal, state or local law permitted within the Property.

Section 8. REQUIRED MATERIAL. The Land Development Code or the County may mandate certain documents be submitted to the Planning Director of the County, which documents may be reviewed and approved by the planning director and, once approved, said documents shall be recorded as part of the documentation for the Property. The following described documents have been submitted, reviewed and approved by the planning director, and are attached hereto as exhibits.

Section 9. FISCAL PROGRAM. Attached as Exhibit "G" is a Fiscal Program for the Association for a period of ten (10) years. The Fiscal Program may reflect reserve funds estimated to be adequate for the maintenance and care of the Common Area, including all lands, facilities and uses under the purview of the Association and to be maintained by the Association. The Fiscal Program is in part based upon the assumption that the Association will follow the Maintenance Program described below.

Section 10. MAINTENANCE PROGRAM. There is attached as Exhibit "H" a Maintenance Program providing a recommended program for the maintenance of all major facilities to be maintained by the Association. The Association shall submit inspection reports to the District for systems utilizing effluent filtration or ex-filtration or systems utilizing effluent filtration or ex-filtration and retention or wet detention. The inspection shall be performed eighteen (18) months after operation is authorized and every eighteen (18) months thereafter.

Section 11. NOTICE. There is attached hereto as Exhibit "I" a proposed Notice to Buyer that will be given to prospective buyers regarding the organization of the Association, Assessments and the Fiscal Program, as well as the Street Tree Schedule.

Section 12. HOLDINGS. There is attached hereto as Exhibit "J" a List of Holdings of the Association, reflecting a listing of all lands, buildings, equipment, facilities and other holdings of the Association, as proposed.

Section 13. RIGHT OF ENTRY AND COMPLIANCE WITH THE LAND DEVELOPMENT CODE. Attached as Exhibit "K" is the Right of Entry and Compliance with the Land Development Code providing for rights and duties of Owners and the County.

Section 14. LIMITATION. The Maintenance Program and Fiscal Program are estimates only prepared by Declarant based upon its experience, and reviewed and approved by the planning director of the County. The actual Maintenance Program will be as determined by the Association in accordance with this Declaration and the actual budgeted amount of Assessments will be as determined by the Association in accordance with this Declaration. All amounts reflected on the

Fiscal Program are estimates only, based on currently anticipated costs without taking into consideration the fluctuating purchasing power of the United States dollar. Such amounts can reasonably be expected to fluctuate with time, the economy, market conditions and in response to actual (as opposed to estimated or assumed) experience, unexpected circumstances, and specific services and level of service determined by the Association. There is no guarantee, representation or warranty, either express or implied, by either Declarant or the County of the figures contained in the Fiscal Program, nor is the Maintenance Program represented or warranted as representative of the actual maintenance that will be required. No one to whom the precision of these figures or programs is of any consequence should enter a purchase agreement to acquire a Lot in Old Mill Preserve except with a full understanding of the purpose, nature and limitations of such materials.

ARTICLE XIV GENERAL PROVISIONS

Section 1. CONFLICT WITH OTHER OLD MILL PRESERVE DOCUMENTS. In the event of any conflict between the provisions of this Declaration and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration, the Articles, the Bylaws and the rules and regulations, shall control in that order.

Section 2. NOTICES. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, at 501 North Cattlemen Road, Suite 100, Sarasota, Florida 34232, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at 501 North Cattlemen Road, Suite 100, Sarasota, Florida 34232, or such other address or addresses as Declarant shall hereinafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

Section 3. ENFORCEMENT. The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees, from the non-prevailing party. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 4. INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of recreational facilities, if any, and Common Area. Article, Section and

Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 5. SEVERABILITY. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

Section 6. CERTAIN RIGHTS OF DECLARANT. Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant shall be subject to the approval of the Association, the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself, and Declarant and its nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Homes or real property within or outside Old Mill Preserve, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Common Area and show Homes, and Declarant further reserves the right to make repairs to the Common Area and to carry on construction activity for the benefit of the Property. Declarant, and its nominees, may exercise the foregoing rights without notifying the Association or the Owners. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Common Area and shall remain the property of Declarant. In addition, Declarant hereby has, shall have and hereby reserves the right to enter upon the Common Area (including, without limitation, all drainage, lake maintenance, canal maintenance, and utility easements whether located on a Lot or Common Area) in order for Declarant to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of Old Mill Preserve and all Improvements therein, and for Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be

required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements without compensation to the Association or the Owners. This Section 6 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Old Mill Preserve Documents may be assigned in writing by Declarant in whole or in part. For the purposes of this Section 6, the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Section 6, are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Old Mill Preserve Documents.

Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time of all or any portion of the Common Area in order to ascertain the physical condition of the Improvements and to determine if maintenance, repair or replacement of any such Improvement is necessary. If Declarant conducts any such tests or inspections, it shall pay all costs thereof and restore the affected portion of the Property to its condition immediately prior to the inspections and tests. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section 6. Declarant's right of inspection shall exist whether or not the Turnover Date has occurred. In the event Declarant exercises its inspection right(s), it is acknowledged by the Association and all Owners that Declarant is performing any such inspection(s) for its own benefit and not for the benefit of the Association and/or the Owners and further, Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

ALL OWNERS, OCCUPANTS AND USERS OF OLD MILL PRESERVE ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE PERFORMING, FROM TIME TO TIME, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO OLD MILL PRESERVE. BY THE ACCEPTANCE OF THEIR DEED OR TITLE OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF OLD MILL PRESERVE, 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 OLD MILL PRESERVE 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) DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (IV) ANY PURCHASE OR USE OF ANY PORTION OF OLD MILL PRESERVE

HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (V) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF OLD MILL PRESERVE.

Section 7. DISPUTES AS TO USE. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

Section 8. AMENDMENT AND MODIFICATION. The process of amending or modifying this Declaration shall be as follows:

1. Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent, the consent of the Owners or the consent of any mortgagee so long as such amendments or modifications do not materially impair the common plan of development of Old Mill Preserve; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Notwithstanding the foregoing, until the Turnover Date, any amendments to this Declaration (including without limitation, any amendment which results in the annexation of additional lands into the Property, the merger or consolidation of the Association with any other property owners association, the dedication of any part of the Common Area for public use, and the conveyance, mortgaging, or encumbrance of any part of the Common Area) must have prior written approval of the Federal Housing Administration or Veterans Administration in accordance with the United States Department of Housing and Urban Development regulations, if the Federal Housing Administration or Veterans Administration is the insurer of any mortgage encumbering a Lot.

2. After the Turnover Date, this Declaration may be amended by: (i) the consent of the Owners owning two-thirds (2/3) of all Lots; together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners owning two-thirds (2/3) of the Lots may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

3. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Old Mill Preserve Documents without the specific written approval of such party affected thereby. In addition and notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which

shall eliminate or modify the provisions of Section 6 of this Article XIV and any such amendment shall be deemed to impair and prejudice the rights of Declarant.

5. A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Listed Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment or any Supplemental Declaration to this Declaration which sets forth any amendment or modification to this Declaration.

6. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners or the Association (and subject to Federal Housing Administration or Veterans Administration approvals as set forth above), file any amendments to this Declaration which may be required by an Institutional Mortgagee for the purpose of satisfying such Institutional Mortgagee's development criteria or such other criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, any such Declarant's filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

7. Any proposed amendment to the Declaration which would affect the Surface Water or Storm Water Management System (including environmental conservation areas, if any, and the water management portions of the Common Area), shall be submitted to the District for a determination of whether the proposed amendment necessitates a modification of the District Permit.

Section 9. DELEGATION. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

Section 10. TERM. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

In the event this Declaration is terminated or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain any Common Area in the manner described herein. This provision shall survive the termination of this Declaration and shall run with the Property in perpetuity. Any Owner may,

however, petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association in the event of dissolution of the Association.

Section 11. RIGHTS OF MORTGAGEES.

A. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Old Mill Preserve Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association.

B. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

(1) Any condemnation, loss or casualty loss which affects any material portion of the Common Area;

(2) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(3) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and

(4) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under the Old Mill Preserve Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

C. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

Section 12. APPROVAL OF ASSOCIATION LAWSUITS BY OWNERS. Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Old Mill Preserve Documents, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Old Mill Preserve Documents;

(c) the enforcement of the use and occupancy restrictions contained in the Old Mill Preserve Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Common Area or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Owners); or

(e) filing a compulsory counterclaim.

Section 13. COMPLIANCE WITH PROVISIONS. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

Section 14. SECURITY. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. NOTWITHSTANDING THE FOREGOING, NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE, IF ANY. ALL OWNERS AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY, AND NEITHER THE ASSOCIATION, DECLARANT NOR ANY SUCCESSOR DECLARANT GUARANTEES OR WARRANTS, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH MONITORING SYSTEM OR SECURITY SERVICE, IF ANY, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES, DAMAGE, INJURY, DEATH OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES, IF ANY, ARE DESIGNED TO MONITOR SAME. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT OR HOME, AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, AND ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION

SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE), IF ANY, RECOMMENDED BY, OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY, DECLARANT OR THE COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE), IF ANY, WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS OR GUARANTORS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, AND ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS, WARRANTIES AND/OR GUARANTIES, NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE), IF ANY, RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 15. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Homes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owner(s) of the Homes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, tenants, and occupants of the Lots and Homes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, tenant, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 16. NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Common Area to the public, or for any public use.

Section 17. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON AREA, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 18. CERTAIN RESERVED RIGHTS OF DECLARANT WITH RESPECT TO COMMUNITY SYSTEMS. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:

(a) the title to any Community Systems and a perpetual exclusive easement over, under and across the Property for the placement and location thereof;

(b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate, in location(s) on the Property as Declarant may determine in its sole discretion, including, without limitation, companies licensed to provide CATV or satellite service(s) in the County, for which service(s) Declarant shall have the right to charge any users a fee (which shall not exceed any maximum allowable charge provided for in the applicable ordinances of the County);

(c) the continuing right to air conditioned space within and/or on the Common Area as Declarant may determine in its sole discretion to install, operate, maintain, repair and replace the equipment serving, providing or running the Community Systems, which location may include, without limitation, room(s) within any clubhouse or other Improvements constructed on any Common Area; and

(d) the exclusive right to offer and provide from time to time to the Association, the Lots and the Lot Owners, any and all Bundled Services through the Community Systems.

Neither the Association nor any officer, director, employee, committee member or agent thereof (including any management company) shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

Section 19. ASSOCIATION AND DECLARANT AS ATTORNEY-IN-FACT. Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, is hereby declared to

have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to Old Mill Preserve by Declarant (hereinafter, collectively, the "Modifications") and, in respect thereto, each Owner of a Lot and occupant of a Home hereby designates the Association to act as agent and attorney-in-fact on behalf of such Owner or occupant to consent to any such Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of having acquired ownership of such Owner's Lot, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of Old Mill Preserve, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 19 may not be amended without Declarant's prior written consent.

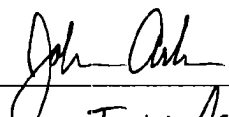
[Signatures appear on following page]

IN WITNESS WHEREOF, this Declaration has been signed by Declarant and joined in by the Association on the respective dates set forth below.

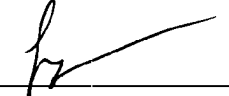
DECLARANT:

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

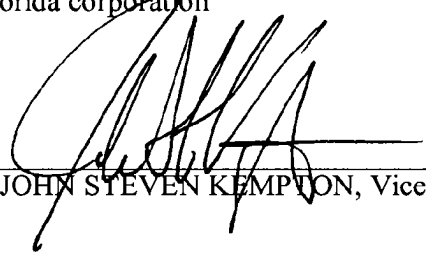
WITNESSES AS TO DECLARANT:



Print Name JOHN ASHER



Print Name Wanda Anderson Bastrop

By: 


JOHN STEVEN KEMPTON, Vice President

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS:
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by JOHN STEVEN KEMPTON, the Vice President of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of April, 2010.



Notary Public



Typed, printed or stamped name of Notary Public

My Commission Expires:

ASSOCIATION:

OLD MILL PRESERVE HOMEOWNERS ASSOCIATION, INC, a Florida corporation not for profit

WITNESSES AS TO ASSOCIATION:

[Signature]
Print Name Wanda Andino-Bishop

By: [Signature]
JOHN P. ASHER, President

[Signature]
Print Name NICHOLAS SPEACH

[SEAL]

STATE OF FLORIDA)
) SS:
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by JOHN P. ASHER, the President of OLD MILL PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of April, 2010.

[Signature]
Notary Public



Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of Property

Lots 1 through 71, and Tracts A through CC and Tracts EE through ZZ, of OLD MILL PRESERVE, according to the plat thereof, recorded in Plat Book 53 Page 182-204, of the Public Records of Manatee County, Florida;

ACCEPTED IN OPEN SESSION

11/10/11

BEFORE ME, COUNTY CLERK OF MANATEE COUNTY, FLORIDA

EXHIBIT B

Articles of Incorporation of
Old Mill Preserve Homeowners Association, Inc.

State of Florida



Department of State

I certify from the records of this office that OLD MILL PRESERVE HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on September 14, 2007.

The document number of this corporation is N07000009107.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report/uniform business report was filed on March 31, 2010, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 610A00009622-041910-N07000009107-1/1, noted below.

Authentication Code: 610A00009622-041910-N07000009107-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Nineteenth day of April, 2010



Kurt S. Browning
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on April 19, 2010, for OLD MILL PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H1000088681. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N07000009107.

Authentication Code: 610A00009622-041910-N07000009107-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Nineteenth day of April, 2010



Kurt S. Browning
Secretary of State

850-617-6381

4/19/2010 5:12:11 PM PAGE 3/003 Fax Server



April 19, 2010

FLORIDA DEPARTMENT OF STATE
Division of Corporations

OLD MILL PRESERVE HOMEOWNERS ASSOCIATION, INC.
501 N. CATTLEMEN ROAD
SUITE 100
SARASOTA, FL 34232US

Re: Document Number N07000009107

The Amended and Restated Articles of Incorporation for OLD MILL PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, were filed on April 19, 2010.

The certification you requested is enclosed. To be official, the certificate for a certified copy must be attached to the original document that was electronically submitted under FAX audit number H10000088681.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Darlene Connell
Regulatory Specialist II
Division of Corporations

Letter Number: 610A00009622

P.O BOX 6327 - Tallahassee, Florida 32314

EXHIBIT "B", PAGE 3 OF 19

H10000088681 3

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OLD MILL PRESERVE HOMEOWNERS ASSOCIATION, INC.**

We, the undersigned, being the President and Secretary of Old Mill Preserve Homeowners Association, Inc., a Florida corporation not for profit ("Association"), in accordance with its Articles of Incorporation and Bylaws do hereby certify:

1. The Association was originally incorporated on September 14, 2007, pursuant to Chapter 617 of the laws of the State of Florida.
2. The original Articles of Incorporation of the Association ("Original Articles") are hereby duly amended and restated in their entirety in accordance with the provisions of Section 617.1007(1), Florida Statutes, and Article XI of the Original Articles by the Board of Directors of the Association.
3. Pursuant to Article XI of the Original Articles, amendments to the Original Articles may be proposed by a majority of the Directors.
4. There are no members entitled to vote on these amendments.
5. These Amended and Restated Articles of Incorporation were duly adopted by the Board, in accordance with the provisions of the Original Articles, by Unanimous Written Consent in Lieu of Meeting of the Board dated November 19, 2009.
6. These Amended and Restated Articles of Incorporation have been duly executed by the President and Secretary of the Association on the dates hereinafter set forth on the execution page.
7. As so adopted, these Amended and Restated Articles of Incorporation replace the Original Articles in their entirety and are substituted therefor.

**ARTICLE I
DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Additional Plat" means the plat of any portion of the Property which is not included in the Plat, if any, and the plat of any Additional Property provided a "Supplemental Declaration" (as

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such term is defined in the Declaration) for such Additional Property is recorded amongst the Public Records of the County subjecting such Additional Property to the terms and provisions of this Declaration. "Additional Plat" shall also mean the replat of all or any portion of the Plat or any other plat of all or any portion of the Property.

2. "Articles" means these Articles of Incorporation and any amendments hereto.

3. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Lot Assessments" and "Special Assessments" (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Association in accordance with the Old Mill Preserve Documents.

4. "Association" means Old Mill Preserve Homeowners Association, Inc., a Florida corporation not for profit. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

5. "Board" means the Board of Directors of the Association.

6. "Bylaws" means the Bylaws of the Association and any amendments thereto.

7. "Common Area" means the property more particularly described in Article II of the Declaration.

8. "County" means Manatee County, Florida.

9. "Declarant" means Taylor Morrison of Florida, Inc., a Florida corporation, and any successors or assigns thereof to which Taylor Morrison of Florida, Inc., specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the "Property" (as defined in the Declaration). In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. References to Declarant in any of the Old Mill Preserve Documents shall also include its "Affiliates" which are defined as any person or entity controlled by, that control, or that is under common control with Declarant. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of the management policies of Declarant, whether through the ownership of voting securities, by contract, or otherwise.

10. "Declaration" means the Declaration of Covenants, Restrictions and Easements for Old Mill Preserve, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

11. "Director" means a member of the Board.

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12. "Home" means a residential dwelling unit constructed within Old Mill Preserve, which is designed and intended for use and occupancy as a single-family residence (which includes single family homes).

13. "Lot" means and refers to any parcel of land within Old Mill Preserve as shown on the Plat or any Additional Plat upon which a Home is permitted to be constructed, together with the improvements thereon and any portion of the land within Old Mill Preserve that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of the Declaration by a Supplemental Declaration.

14. "Member" means a member of the Association.

15. "Old Mill Preserve" means the planned development located in Manatee County, Florida, which encompasses the Property and is presently intended to comprise approximately two hundred thirty-six (236) Homes and the Common Area, but is subject to change in accordance with the Declaration.

16. "Old Mill Preserve Documents" means, in the aggregate, the Declaration, these Articles, the Bylaws, the Plat, the "Additional Plat(s)" (as such term is defined in the Declaration), if any, and all of the instruments and documents referred to or incorporated therein including, but not limited to, any "Amendment(s)" and "Supplemental Declaration(s)" (as such terms are defined in the Declaration).

17. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Old Mill Preserve Documents and includes, but are not limited to: (a) the costs and expenses incurred by the Association in owning, administering, operating, maintaining, financing, repairing, replacing, improving (but not reconstructing), managing and leasing the Common Area or any portion thereof and improvements thereon, all other property owned by the Association (including, without limitation, the Surface Water or Stormwater Management System), and (b) all costs and expenses incurred by the Association in carrying out its powers and duties under any of the Old Mill Preserve Documents.

18. "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within Old Mill Preserve, and includes Declarant for so long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

19. "Plat" means the plat of Old Mill Preserve, recorded or to be recorded in the Public Records of the County. In the event an Additional Plat is recorded among the Public Records of the County, then the term "Plat" as used herein shall also mean the Additional Plat(s).

20. "Surface Water or Stormwater Management System" means a system which is designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution, or to

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otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 40D-4, 40D-40 or 40D-400, Florida Administrative Code.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

ARTICLE II NAME

The name of this corporation shall be OLD MILL PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, whose principal address and mailing address is 501 North Cattlemen Road, Suite 100, Sarasota, Florida 34232.

ARTICLE III PURPOSES

The purpose for which the Association is organized is to take title to, administer, operate, maintain, finance, repair, replace, manage and lease the Common Area in accordance with the terms of, and purposes set forth in, the Old Mill Preserve Documents and to carry out the covenants and enforce the provisions of the Old Mill Preserve Documents.

ARTICLE IV POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Old Mill Preserve Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Old Mill Preserve Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Common Area.

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3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association. The foregoing shall include the power to levy and collect adequate Assessments for the costs of maintenance, repair and operation of the Surface Water or Stormwater Management System, including but not limited to, cost associated with maintenance, repair and operation of retention areas, drainage structures and drainage easements.

4. To own, administer, operate, maintain, finance, repair, replace, manage, lease and convey the Common Area in accordance with the Old Mill Preserve Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Old Mill Preserve Documents. In addition for the foregoing, the District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Old Mill Preserve Documents which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the administration, operation, maintenance, financing, repairing, replacing, management and leasing of the Common Area and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Common Area and to delegate to such professional manager certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Old Mill Preserve in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, rules and regulations, and enforcement which will enhance the quality of life at Old Mill Preserve.

9. To exercise and enforce architectural control, maintenance and use restrictions in accordance with the Declaration.

10. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;

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(b) the collection of other charges which Owners are obligated to pay pursuant to the Old Mill Preserve Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Old Mill Preserve Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Common Area or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or

(e) filing a compulsory counterclaim.

11. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the Southwest Florida Water Management District ("District") Permit No. #43030180.000 ("District Permit"), as such District Permit may be amended, modified or reissued from time to time, and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein.

12. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Common Area in accordance with the Declaration and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Lot from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is

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acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, bequest, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. The Association shall have two (2) classes of voting membership:

1. "Class A Members" shall be all Members, with the exception of Declarant while Declarant is a Class B Member, each of whom shall be entitled to one (1) vote for each Lot owned.

2. "Class B Members" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the "Total Developed Lots" (as defined in Article X.C hereof) by Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

(ii) At such time as Declarant shall designate in writing to the Association.

On the Turnover Date, Class A Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Old Mill Preserve Documents.

F. No Member may assign, hypothecate or transfer in any manner his or her membership in the Association except as an appurtenance to his or her Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, inheritance, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot, except for the Class B Members as set forth herein. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the

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respective legal entity ("Voting Member"), and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the Owners of such Lot shall lose their right to vote until such a certificate is filed with the Secretary of the Association, but the Lot shall be considered for purposes of establishing a quorum.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

I. Unless some greater number is provided for in the Old Mill Preserve Documents, a quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association (other than the Surface Water or Stormwater Management System, which shall be conveyed to an appropriate agency of local government having jurisdiction thereof, unless such agency does not accept same) shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such

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provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until the control or right of access to the property containing the Surface Water or Stormwater Management System shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the Surface Water or Stormwater Management System facilities shall be conveyed to a non-profit corporation similar to the Association and all responsibility relating to the Surface Water or Stormwater Management System, to the extent the Association is responsible for same, must be assigned to and accepted by such governmental unit, public utility or non-profit corporation.

In the event and upon dissolution of the Association, if the Veterans Administration ("VA") is guaranteeing or the U.S. Department of Housing and Urban Development ("HUD") is insuring the mortgage on any Lot, then unless otherwise agreed to in writing by HUD or VA, any remaining real property of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. Such requirement shall not apply if VA is not guaranteeing and HUD is not insuring any mortgage; provided if either agency has granted project approval for Old Mill Preserve, then HUD and/or VA shall be notified of such dissolution.

ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles are:

Mark F. Grant
200 E. Broward Boulevard, Suite 1500
Fort Lauderdale, Florida 33301

ARTICLE VIII OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two or more offices, the duties of which are not incompatible;

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provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	-	John Asher
Vice President	-	John Steven Kempton
Vice President	-	Richard M. Wilmeth
Vice President	-	Thomas P. Fichter
Secretary	-	Thomas P. Fichter
Treasurer	-	Richard M. Wilmeth

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than seven (7), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or officers or directors of Members. Each Director shall have only one (1) vote.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Richard M. Wilmeth	501 North Cattlemen Road, Suite 100 Sarasota, Florida 34232
Thomas P. Fichter, Jr.	501 North Cattlemen Road, Suite 100 Sarasota, Florida 34232
John P. Asher	501 North Cattlemen Road, Suite 100 Sarasota, Florida 34232

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

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C. Declarant initially intends that Old Mill Preserve will contain an aggregate of two hundred thirty-six (236) Lots with a Home constructed on each Lot ("Developed Lots"). For purposes of this paragraph, "Total Developed Lots" shall mean the two hundred thirty-six (236) Developed Lots which Declarant presently intends to develop in Old Mill Preserve. Notwithstanding the foregoing, Declarant has reserved the right in the Declaration to modify its plan of development for Old Mill Preserve (including, without limitation, the right to modify the product types to be constructed) and to add land to and withdraw land from Old Mill Preserve and, therefore, the total number of Lots and Homes within Old Mill Preserve, and thus the term "Total Developed Lots," may refer to a number greater or lesser than two hundred thirty-six (236).

D. Upon the Turnover Date, the Members other than Declarant ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days prior notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

F. At the Initial Election Meeting, Purchaser Members, who shall include all Members other than Declarant, the number of which may change from time to time, shall elect two (2) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraph E above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote or the agreement in writing of a majority of the voting interests of Purchaser Members for any reason deemed to be in the best interests of the Purchaser Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Purchaser Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

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H. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

1. When Declarant no longer holds at least five percent (5%) of the Total Developed Lots for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his or her successor is elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph G of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded up to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from

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the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI
INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his or her being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of a settlement in connection with any of the foregoing, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he is or is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII
BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the Declarant and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

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1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total voting interests present at such meeting.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. These Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Declarant without the prior written consent of Declarant, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X above, nor shall any other amendment be adopted or become effective without the prior written consent of Declarant for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot.

G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

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ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 2731 Executive Park Drive, Suite 4, Weston, Florida 33331, and the initial registered agent of the Association at that address shall be NRAI Services, Inc.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, as of the 16th day of April, 2010.



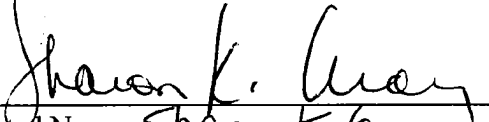
MARK F. GRANT

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The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that she is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

NRA SERVICES, INC.


Printed Name: Sharon K. Gray
Title: Assistant Secretary

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EXHIBIT C

Bylaws of Old Mill Preserve Homeowners Association, Inc.

**BYLAWS
OF
OLD MILL PRESERVE HOMEOWNERS ASSOCIATION, INC.**

Section 1. Identification of Association

These are the Bylaws of Old Mill Preserve Homeowners Association, Inc. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapters 617 and 720, Florida Statutes.

1.1. The office of the Association shall be for the present at 501 North Cattlemen Road, Suite 100, Sarasota, Florida 34232 and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Covenants, Restrictions and Easements for Old Mill Preserve ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members shall be held at the office of the Association or at such other place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written

request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4. Except as otherwise provided in the Articles, a written notice of each Members' meeting, whether an Annual Members' Meeting or a special meeting (collectively "Meeting"), shall be given to each Member entitled to vote thereat at his last known address as it appears on the books of the Association and shall be mailed or hand delivered to the said address or electronically transmitted to the location furnished by the Member for that purpose not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing, delivery or electronic transmission shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notices of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Old Mill Preserve Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast thirty percent (30%) of the total number of votes of the Members. A quorum of any class of Members shall consist of Class Members of such class entitled to cast thirty percent (30%) of the total number of votes of the class. Limited "Proxies" and general "Proxies" (as hereinafter defined in Paragraph 3.10) may be used to establish a quorum.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Old Mill Preserve Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Members may vote for Directors in person or by Proxy. Members are not permitted to vote for Directors by absentee ballot. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the

"Chairman" (as hereinafter defined in Paragraph 7.2) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the circumstances and certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by absentee ballot. Proxies may be used to vote on other agenda items at meetings at which Directors are to be elected, and may also be used to establish a quorum. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof, provided, however, any proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast in accordance with such Proxy.

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of twenty percent (20%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

Section 4. Board; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his or her successor is duly elected and qualified or until he or she resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational meeting shall be necessary; if not, however, notice of the organizational meeting shall be given in accordance with the HOA Act.

4.5. Regular meetings of the Board may be held at such times and places at the office of the Association or at such other place in the County as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Any such special meeting may be held at the office of the Association or at such other place in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally, by mail, telephone or electronically transmitted if correctly directed to an electronic mail address at which the Director has consented to receive notice at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7. Notice of all Board meetings shall be given to the members in accordance with the HOA Act.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.10. Directors' fees, if any, shall be determined by the Members.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.12. The Board shall have the power to appoint an "Executive Committee(s)" of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.13. Meetings of the Board shall be open to all Members. The Board may also hold closed meetings to the extent permitted by applicable law, including, by way of example but not by way of limitation, when the discussion at a meeting is governed by attorney-client privilege. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the HOA Act and any rules and regulations promulgated by the Association. In the event a Member conducts himself or herself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he or she is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.14. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors, provided, however, whenever assessments are to be considered, they may be considered only at a meeting of the Directors properly noticed in accordance with the HOA Act.

Section 5. Powers and Duties of the Board

5.1. All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Old Mill Preserve Documents, as well as all of the powers and duties of a director of a corporation not for profit not inconsistent therewith.

5.2. The Association may employ a manager to perform any of the duties, powers or functions of the Association. Notwithstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or improvements chargeable against the Association funds. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Association.

Section 6. Late Fees

An Owner who fails to timely pay any Assessment shall be charged a late charge of Twenty-Five Dollars (\$25) by the Association for such late Assessment. Owners shall be responsible to pay all legal fees (including, but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessments and foreclose the Association's lien has been commenced. The Board has authorized the following initial schedule of fees for such circumstances:

- (a) One Hundred Fifty Dollars (\$150) for a Claim of Lien plus recording costs and sending of Notice of Intention to Foreclose;
- (b) One Hundred Fifty Dollars (\$150) for a Satisfaction of Lien plus recording costs; and
- (c) Any further action would require an hourly computation of attorney and/or paralegal time spent pursuing collection of such unpaid Assessments.

Section 7. Officers of the Association

7.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except when the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

7.2. The President shall be the chief executive officer of the Association. He or She shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. If there is more than one (1) Vice President, the Board shall designate which Vice President is to perform which duties. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," *etc.*, and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he or she shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

7.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Old Mill Preserve.

Section 8. Resignations

Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of Declarant) shall constitute a written resignation of such Director or officer.

Section 9. Accounting Records; Fiscal Management

9.1. The Association shall prepare financial reports and maintain accounting records in accordance with the HOA Act. The accounting records of the Association shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Lot within Old Mill Preserve which shall designate the name and address of the Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the dates paid, and the balance due; (iii) any tax

RM:6809247:3

returns, financial statements and financial reports of the Association; and (iv) any other records that identify, measure, record or communicate financial information.

9.2. The Board shall adopt a Budget (as defined and provided for in the Declaration) of the anticipated Operating Expenses for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of November of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member, upon request, and each Owner shall be given notice of the Individual Lot Assessment applicable to his or her Lot(s). The copy of the Budget, if requested, shall be deemed furnished and the notice of the Individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to the Owner shown on the records of the Association at his or her last known address as shown on the records of the Association.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a *pro rata* basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

9.4. Individual Lot Assessments shall be payable as provided in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Lot Assessment.

9.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Association shall be made annually by an accountant and a copy of the report shall be furnished to each Member who requests same in writing no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his or her last known address shown on the records of the Association.

Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind, in whole or in part, then existing rules and regulations for the operation of Old Mill Preserve; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Old Mill Preserve Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later. Notwithstanding the foregoing, when rules and regulations are to regulate the use of a specific portion of the Association Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 11. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Members and the Board; provided, however, if such rules of order are in conflict with any of the Old Mill Preserve Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 12. Roster of Owners

Each Owner shall file with the Association a copy of the deed or other document showing his ownership interest in the Old Mill Preserve. The Association shall maintain such information. The Association shall also maintain the electronic mailing addresses and numbers designated by Owners for receiving notices sent by electronic transmission of those Owners consenting to receive notice by electronic transmission. The electronic mailing address and numbers provided by Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein.

Section 13. Amendment of the Bylaws

13.1. These Bylaws may be amended as hereinafter set forth in this Section 13.

13.2. After the Turnover Date, any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by either:

(i) a majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

13.3. Notwithstanding any of the foregoing provisions of this Section 13 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board as described in the Articles, which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

13.4. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee; nor shall any other amendment to these Bylaws be adopted or become effective without the prior written consent of Declarant for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot.

13.5. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

Section 14. Mediation

Pursuant to the HOA Act, mandatory mediation before the Department of Business and Professional Regulation ("Department") shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

Section 15. Recall of Board Members and Election Disputes

Pursuant to the HOA Act, mandatory binding arbitration before the Department shall be required for election disputes and disputes involving the recall of any member of the Board. Any

member of the Board may be recalled and removed from office as provided for and described in the HOA Act.

Section 16. Interpretation

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

EXHIBIT D

Southwest Florida Water Management District Permit



An Equal Opportunity Employer

Southwest Florida Water Management District

Barlow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(883) 534-1448 or
1-800-492-7882 (FL only)
SUNCOM 572-6200

Lecanto Service Office
Suite 226
3600 West Sovereign Path
Lecanto, Florida 34461-8070
(352) 527-8131
SUNCOM 667-3271

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TOD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)
SUNCOM 531-6900

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 965-7481 or
1-800-836-0797 (FL only)
SUNCOM 578-2070

October 24, 2006

RECEIVED

OCT 27 2006

- Talmadge G. "Jerry" Rice
Chair, Pasco
- Judith D. Whitehead
Vice Chair, Hernando
- Nell Corabee
Secretary, Polk
- Jennifer E. Cleashey
Treasurer, Hillsborough
- Edward W. Chanee
Manatee
- Thomas G. Dalney
Sarasota
- Heidi B. McCree
Hillsborough
- Sallie Parks
Pinellas
- Todd Pressman
Pinellas
- Maritza Rovira-Forlino
Hillsborough
- Patsy C. Symons
DeSoto

Brad Foster, President of Operations
Morrison Homes, Inc., A Delaware Corporation
501 North Cattleman Road, Suite 100
Sarasota, FL 34232

Subject: Notice of Final Agency Action for Approval
ERP Individual Construction
Permit No.: 43030180.000
Project Name: Jaclyn Oaks
County: Manatee
Sec/Twp/Rge: 27,34/33S/18E

Dear Mr. Foster:

The Environmental Resource permit referenced above was approved by the District Governing Board subject to all terms and conditions set forth in the permit.

The enclosed approved construction plans are part of the permit, and construction must be in accordance with these plans.

If you have questions concerning the permit, please contact Tanase S. Bude, E.I., at the Sarasota Service Office, extension 6550. For assistance with environmental concerns, please contact Teresa J. Ippolito, extension 6521.

Sincerely,

Paul W. O'Neil, Jr., P.E., Director
Regulation Performance Management Department

PWO:mt

Enclosures: Approved Permit w/Conditions Attached
Approved Construction Drawings
Statement of Completion
Notice of Authorization to Commence Construction

cc/enc: File of Record 43030180.000
David McNabb
Ralph J. Rhodes, P.E., PSM, R. J. Rhodes Engineering, Inc.
Marcus Helmuth, White Oak Development, Ltd.
USACOE

David L. Moore
Executive Director
William S. Blanky
General Counsel

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43030180.000

Expiration Date: October 24, 2011 PERMIT ISSUE DATE: October 24, 2006

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapters 40D-4 and 40, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Jaclyn Oaks

GRANTED TO: Morrison Homes, Inc. A Delaware Corporation
501 North Cattlemen Road, Suite 100
Sarasota, FL 34232

ABSTRACT: This permit is for the construction approval of a surface water management system to serve a 128.45 acre residential development. The project is located on the south side of Erie Road about 1.35 miles east from Interstate-75, in Manatee County. An Incidental Site Activities Permit for limited clearing, excavation, and filling in upland areas is associated with the project and was issued on September 14, 2006. Information regarding the surface water management system, 100-year floodplain, and wetlands and other surface waters is contained within the tables below and on the approved construction drawings.

OP. & MAINT. ENTITY: Jaclyn Oaks Homeowners' Association, Inc.

COUNTY: Manatee

SEC/TWP/RGE: 27,34/33S/18E

TOTAL ACRES OWNED
OR UNDER CONTROL: 128.45

PROJECT SIZE: 128.45 Acres

LAND USE: Single-family Residential

DATE APPLICATION FILED: December 22, 2005

AMENDED DATE: January 23, 2006

Permit No.: 43030180.000
 Project Name: Jaclyn Oaks
 Page: 2

I. Water Quantity/Quality

POND NO.	AREA ACRES @ TOP OF BANK	TREATMENT TYPE
Det-1	0.88	Wet Detention
Det-4A	0.12	Wet Detention
Det-4B	0.95	Wet Detention
Det-2	0.21	Wet Detention
Det-3	3.80	Wet Detention
Det-8	1.00	Wet Detention
Det-5	0.60	Wet Detention
Det-7	0.95	Wet Detention
Det-9	2.62	Wet Detention
Det-10	1.72	Wet Detention
Det-6	0.66	Wet Detention
Wetland 10	1.25	Wetland
TOTAL	14.76	

A mixing zone is not required.
 A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type*	Encroachment Result**(feet)
0.00	0.00	N/A	N/A

III. Environmental Considerations

Wetland/Surface Water Information				Count of Wetlands: 13		
Wetland Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Wetland #1	0.78	0.77	0.00	0.00	0.01	0.00
Wetland #2	8.08	8.05	0.00	0.00	0.01	0.00
Wetland #3	0.25	0.25	0.00	0.00	0.00	0.00
Wetland #4	2.36	2.34	0.00	0.00	0.02	0.00
Wetland #5	2.09	2.09	0.00	0.00	0.00	0.00
Wetland #6	1.15	1.15	0.00	0.00	0.00	0.00
Wetland #7	6.85	6.68	0.02	0.00	0.15	0.00
Wetland #7a	0.11	0.11	0.00	0.00	0.00	0.00
Wetland #8	0.59	0.59	0.00	0.00	0.00	0.00
Wetland #9	3.63	3.62	0.00	0.00	0.01	0.00
Wetland #10	1.25	1.24	0.00	0.00	0.01	0.00
Wetland #11	1.13	1.13	0.00	0.00	0.00	0.00
Canals and Ditches	0.61	0.46	0.07	0.00	0.08	0.00
TOTAL:	28.86	28.48	0.09	0.00	0.29	0.00

* For impacts that do not require mitigation, their functional loss is not included.

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 Project Name: Jaclyn Oaks
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Wetland Comments: There are twelve (12) freshwater marsh and hardwood forested wetlands totaling 28.86 acres located within the project boundaries. There will be 0.02-acre of permanent wetland impacts to Wetland No. 7 for the installation of rip-rap. There will be 0.29-acre of temporary wetland impacts for the creation of numerous hand-dug outfall swales, a construction access area, and piping placement through a narrow portion of Wetland No. 7. In addition, there are 0.61-acre of upland and hydric-excavated canals and ditches of which 0.07-acre will be permanently impacted by filling and 0.08-acre will be temporarily impacted by dredging.

Mitigation Comments: Mitigation will not be required for the 0.02-acre of permanent wetland impact pursuant to subsection 3.2.2.3 of the Basis of Review (B.O.R.). The 0.29-acre of wetlands subject to temporary impacts will be restored to existing grade and allowed to naturally recruit. Mitigation will not be required for permanent and temporary impacts to upland and hydric-excavated canals and ditches, pursuant to subsection 3.2.2 and 3.2.2.2 of the B.O.R.

A regulatory conservation easement is not required.

A proprietary conservation easement is not required.

SPECIFIC CONDITIONS

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each landowner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

Sarasota Regulation Department
 Southwest Florida Water Management District
 6750 Fruitville Road
 Sarasota, FL 34240-9711

The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.
3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Sarasota Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1.659, F.A.C., and signed, dated and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.

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5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. The construction of all wetland impacts and wetland mitigation shall be supervised by a qualified environmental scientist/specialist/consultant. The Permittee shall identify, in writing, the environmental professional retained for construction oversight prior to initial clearing and grading activities.
7. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance.
8. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
 - A. wetland preservation
 - B. wetland buffers
 - C. limits of approved wetland impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.
9. Wetland boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District.
10. The following language shall be included as part of the deed restrictions for each lot:

"No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Sarasota Regulation Department."
11. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted surface water management system, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the Statement of Completion and Request for Transfer to Operation Entity Form, and prior to beneficial occupancy or use of the site. The plat shall include the locations and limits of the following:
 - A. all wetlands
 - B. wetland buffers
 - C. upland preservation easements
12. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Sarasota Regulation Department:
 - A. homeowners, property owners, master association or condominium association articles of incorporation, and
 - B. declaration of protective covenants, deed restrictions or declaration of condominium.

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 Project Name: Jaclyn Oaks
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The Permittee shall submit these documents either: (1) within 180 days after beginning construction or with the Statement of Completion and as-built construction plans if construction is completed prior to 180 days, or (2) prior to any lot or unit sales within the project served by the surface water management system, whichever occurs first.

13. The following language shall be included as part of the deed restrictions for each lot:

"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD)."

14. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.

15. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Surface Water Regulation Manager, Sarasota Service Office.

16. If limestone bedrock is encountered during construction of the surface water management system, the District must be notified and construction in the affected area shall cease.

17. The Permittee shall submit the original executed financial responsibility instrument to the District at the address below:

Sarasota Regulation Department
 Southwest Florida Water Management District
 6750 Fruitville Road
 Sarasota, FL 34240-9711

18. The Permittee shall provide the financial responsibility required by Rule 40D-4.301(1)(j), Florida Administrative Code until the District determines that the specific success criteria contained in this permit have been met; or the District approves a request to transfer the permit to a new owner and receives an acceptable substitute financial responsibility mechanism from the new owner.

19. The District will notify the Permittee within 30 days of its determination that the specific success criteria contained in this permit have been met. Concurrent with this notification, the District will authorize, in writing, the appropriate entity to cancel or terminate the financial responsibility instrument.

20. Construction within 1,500 feet of the Bald Eagle Nest will comply with all requirements of the Bald Eagle Territory MN027 Management Plan received by the District on December 22, 2005. Note, as addressed in the December 2005 email correspondence with USFWS, the site plan in relation to the bald eagle nest as seen in Exhibit 4 of the aforementioned management plan, and notably the placement of 26 lots (Lot Nos. 46 through 71) proposed within the primary protection zone of the bald eagle nest are considered acceptable.

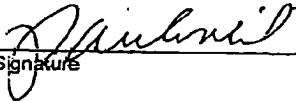
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Project Name: Jactyn Oaks
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21. The Permittee shall, concurrently with construction of the roads within the project and prior to beneficial use of the site, construct the Wildlife Crossings with the appropriate signage as indicated on the approved construction drawings (Sheet No. 8). The project's Operation and Maintenance Entity shall maintain the wildlife crossings in good operable condition for the life of the project as part of the overall surface water management system.
22. After receipt of the Statement of Completion and as-built drawings from the Permittee and prior to transfer to operation phase, the District shall inspect and evaluate the temporary wetland impact areas as labeled on the approved construction plans. The temporarily impacted wetlands will be restored as indicated on the approved construction plans and in accordance with the restoration plan provided on Page Nos. 3 and 4, and the response to Question No. 3 of the ECo Consultants, Inc. letter dated July 17, 2006 and received by the District on August 2, 2006. Pursuant to subsections 3.2.2 (a-b) and 3.2.2.3 (a-d) of the B.O.R., the District shall determine if the temporary impacts have been adequately offset. If the areas are not in compliance with the aforementioned listed subsections of the B.O.R., corrective actions will be required to bring this matter into compliance within 60 days upon District notification of the deficiencies.
23. The following requirements have been developed in order to provide reasonable assurance that hydrology within Wetland Nos. 1, 4, 6, 7, 8, and 9 will be maintained or properly mitigated in the case that adverse hydrologic impacts do occur. Prior to initiating construction activities authorized by this permit, a baseline wetland assessment will be conducted by a qualified environmental consultant on behalf of the applicant and in coordination with District staff, in which transects for qualitative assessment, monitoring and staff gauge locations for hydrologic monitoring within the aforementioned wetlands will be established and District approved. Prior to initiating construction activities, installation of graduated staff gauges within the aforementioned wetlands to measure water levels will be required. Staff gauge data will be collected and provided on a monthly basis for review to the District's Sarasota Regulation Department, attention Environmental Manager. Qualitative monitoring utilizing the established transects will be performed annually. Upon completion of each annual qualitative monitoring event, a District approved Uniform Mitigation Assessment Method (UMAM) analysis will be required for submittal to the District. Monitoring will occur for five years or until otherwise notified by the District in writing. If a net loss of wetland functions, values and/or hydro period occur from the original UMAM scores in the water environment and community structure scores, the applicant will be required to submit a formal modification in which the details of the contingency mitigation plan will be reviewed by District staff. If the formal modification becomes necessary, District approval of this formal modification is required in order for the applicant to remain in compliance with this permit. Please refer to the Jactyn Oaks Wetland Mitigation Contingency Plan prepared by ECo Consultants, Inc. and received by the District on August 2, 2006 for further details and requirements concerning this contingency plan.
24. Within 60 days of permit issuance and prior to construction of wetland impacts, the draft Performance Bond in the amount of \$49,170.00 naming the Southwest Florida Water Management District (SWFWMD) as payee shall be signed and executed, with the original document provided to SWFWMD.
25. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation areas.

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Project Name: Jaclyn Oaks
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GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.



Authorized Signature

EXHIBIT "A"

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:
 - a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.
 - b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.
4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.

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6. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
7. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
8. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
9. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
10. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
11. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
12. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.
13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
14. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.

15. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.
17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.
18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.
19. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.
20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
21. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.
24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.
25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

**ERP General Conditions
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EXHIBIT E

FLORIDA POWER & LIGHT COMPANY RAILROAD REPLACEMENT EASEMENT

Prepared by:
Mark L. Byers
Florida Power & Light Company
P.O. Box 1119
Sarasota, FL 34230-1119

REPLACEMENT EASEMENT

THIS EASEMENT ("Agreement") is made this 23rd day of JANUARY, 2008 between Florida Power & Light Company, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, FL 33408-0420, Attn: Corporate Real Estate Department ("Grantor") and Taylor Morrison of Florida, Inc., a Florida Corporation, mailing address is 501 N. Cattlemen Road, #100, Sarasota, FL 34232 ("Grantee").

WITNESSETH

WHEREAS, Grantor previously granted an easement to Morrison Homes, Inc., a Delaware corporation, pursuant to that certain Easement recorded January 5, 2006, in Official Records Book 2091, Page 5429, of the Public Records of Manatee County, Florida, which purported to grant access across a railroad corridor owned by Grantor and a right to install necessary underground facilities as further described therein (the "2006 Easement");

WHEREAS, Morrison Homes, Inc., in the redesign of right of way over the access across the railroad corridor, released the 2006 Easement pursuant to that certain Release of Easement recorded July 9, 2007, in Official Records Book 2214, Page 6714, of the Public Records of Manatee County, Florida, and Grantor subsequently granted to Morrison Homes, Inc., that certain Easement recorded Easement recorded July 9, 2007, in Official Records Book 2214, Page 4369, of the Public Records of Manatee County, Florida which purported to grant access in a different location across said railroad corridor owned by Grantor and a right to install necessary underground facilities as further described therein (the "2007 Easement");

WHEREAS, subsequent to the date of the 2007 Easement, Morrison Homes, Inc., deeded all of its property in Manatee County to Taylor Woodrow Homes Florida, Inc., a Florida corporation, in that certain Deed recorded January 4, 2008, in Official Records Book 2241, Page 6769, of the Public Records of Manatee County, Florida;

WHEREAS, Taylor Woodrow Homes Florida, Inc. changed its name to Taylor Morrison of Florida, Inc., a Florida corporation (Grantee), on January 1, 2008, as evidenced by the Articles of Amendment recorded January 15, 2008, in Official Records Book 2243, Page 1270, of the Public Records of Manatee County, Florida;

WHEREAS, Grantee has been utilizing, and continues to utilize, the 2007 Easement for access and installation of underground facilities for its residential development which was previously known as Jaclyn Oaks, but as of the date of this Agreement, will be known as Old Mill Preserve;

WHEREAS, Grantee has determined that Exhibit "A" attached to the 2007 Easement contained an incorrect legal description for property that is not owned by Grantee nor was it ever owned by Morrison Homes, Inc. ("Non-Owned Land");

WHEREAS, Grantee has determined it will cause the 2007 Easement to be released as to the Non-Owned Land, and will record the same in the Public Records of Manatee County, Florida, immediately prior to this Agreement;

WHEREAS, Grantee has requested a replacement easement with a correct legal description across such railroad corridor owned by Grantor for access to Old Mill Preserve and for the installation of necessary underground facilities for Old Mill Preserve ("Improvements"); and

WHEREAS, Grantor has agreed to grant Grantee a replacement easement for such purposes.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, representations and agreements contained herein and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, it is agreed as follows:

1. Grantor hereby grants to Grantee a non-exclusive easement for access and the installation, operation and maintenance of Improvements across and through a 100-foot portion of Grantor's property as described on the attached Exhibit "A" hereto ("Easement Area") and incorporated by reference.

2. Grantee shall not construct any Improvements and access roads without receiving the prior written approval of Grantor, as Grantor must determine whether the Improvements and access roads comply with the minimum standards of CSX Corporation ("CSX"), the operator of the railway located on the Property. Grantee shall (a) bury the Improvements to provide a minimum cover of thirty-six inches (36") and (b) restore the ground surface as nearly as practicable to the original condition which existed immediately prior to the commencement of any work.

3. The use of the Easement Area by Grantee shall be at the sole risk and expense of Grantee, and Grantor shall not be liable for any damage or loss to Grantee resulting from Grantor's normal use of the Easement Area.

4. Grantee shall indemnify and save harmless Grantor, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (collectively "Grantor Entities"), from all liability, loss, cost and expense, including reasonable attorney's fees, which may be sustained by Grantor Entities to any person natural or artificial, by reason of the death of or injury to any person or damage to any property arising out of or in connection with the herein described purposes by Grantee, its contractors, agents, or employees. Grantee agrees to defend at its sole cost and expense any and all suits or actions instituted against Grantor Entities, for the imposition of such liability, loss, cost and expense.

5. Grantee shall obtain any and all applicable federal, state, and local permits required in connection with Grantee's use of the Easement Area; and at all times, comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Easement Area by Grantee pursuant to this Agreement.

6. Grantee agrees that the use of the Easement Area pursuant to this Agreement is subordinate to the rights and interest of Grantor in and to the Easement Area and agrees to notify its employees, agents and contractors accordingly. Grantor specifically reserves the following rights for its facilities located on the Easement Area: (a) to repair or maintain its facilities; (b) to add additional facilities; (c) to maintain, construct or alter roads; and (d) to enter upon the Easement Area at all times for such purposes.

7. In the event it becomes necessary to relocate the Improvements based upon Grantor's request, then same will be relocated at Grantee's sole cost and expense to a location mutually agreed upon by Grantor and Grantee.

8. Grantee shall not use the Easement Area in any manner which, in the sole discretion of Grantor, may tend to interfere with Grantor's use of the Easement Area or may tend to cause a hazardous condition to exist. In the event Grantee creates a hazardous condition or situation which restricts, impairs or interferes with, or hinders the use of the Easement Area by Grantor or the exercise of Grantor of any of its rights, then upon notification by Grantor, Grantee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that Grantor retains the right to enter upon the Easement Area and correct any such condition or situation at any time and Grantee shall reimburse Grantor for its costs and expenses incurred in connection therewith upon demand.

9. If Grantee determines the Improvements are no longer necessary for their intended use in the future, then Grantee will remove said Improvements and execute a Release of Easement in recordable form and deliver same to Grantor for recording.

10. No assignment of this Agreement or the rights granted hereby shall be made without the prior written consent of Grantor, its successors and assigns, with the exception of the homeowner's association to be formed for Old Mill Preserve pursuant to paragraph 11 below. Grantor shall receive written notification of such assignment within thirty (30) days of the date of the assignment.

11. Grantee is in the process of forming a homeowners' association for Old Mill Preserve to be known as Old Mill Preserve Homeowners Association, Inc., a Florida not-for-profit corporation ("HOA"). The HOA shall be responsible for the maintenance of the road and any underground utilities to be located within the Easement Area. Grantee shall include this easement as an exhibit to the deed restrictions for Old Mill Preserve. Additionally, Grantee shall include in the deed restrictions for Old Mill Preserve a notice informing the future residents of the Old Mill Preserve of the existence of the railroad. Additionally, Grantee shall include in the deed of any lot located adjacent to the railroad a notice informing the buyer of the lot of the existence of the railroad.

12. The easements provided for in this Agreement, and all obligations set forth in or contemplated by this Agreement, shall run with the land (both the Grantee's Property and the Grantor's Property, as applicable) in perpetuity, and will be binding on and will inure to the benefit of the parties, and their respective successors, grantees, heirs, and assigns.

13. Any written notices or consents required under this Agreement shall be addressed to the Grantor or Grantee, as applicable, at the address shown on the first page of this Agreement or at such other address as either party shall hereafter specify in writing or by facsimile transmission to the other party.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written.

Witnesses for Grantor:

[Signature]
Name: Robert Kuebcke

[Signature]
Name: Mark Zwieg

Grantor:

Florida Power & Light Company,
a Florida corporation

By: [Signature]
Name: Mark L. Byers
Title: West Area Real Estate Manager

Witnesses for Grantee:

[Signature]
Name: John Grueter

[Signature]
Name: Kelly L. Boone

Grantee:

Taylor Morrison of Florida, Inc.,
a Florida corporation

By: [Signature]
Name: TERRY FOOTE
Title: V.P. LAND DEV.

GRANTOR ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF Sarasota)

On this 13th day of January, 2008, before me, the undersigned notary public, personally appeared Mark L. Byers, West Area Real Estate Manager, of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of said corporation and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA
Mark Zwieg
Commission # DD558146
Expires: MAY 30, 2010
BONDED THRU ATLANTIC BONDING CO., INC.


[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Mark Zwieg
Name (Print):

GRANTEE ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF Sarasota)

On this 16 day of Jan, 2009, before me, the undersigned notary public, personally appeared Terry Foote V.P. Land Dev. of Taylor Morrison of Florida, Inc., a Florida corporation, personally known to me to be the persons who subscribed to the foregoing instrument, and acknowledged that he/she executed the same on behalf of said corporation and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

 **KELLY L. SOONE**
Notary Public, State Of Florida
My Comm. Exp. Nov. 9, 2011
Commission No. #DD722864

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Name (Print):

BK 2286 PG 1481 Filed & Recorded 1/27/09 10:43:39 AM
 R. B. "CHIPS" SHORE Clerk of Circuit Court Manatee County FL. (5 of 5)

EXHIBIT "A"

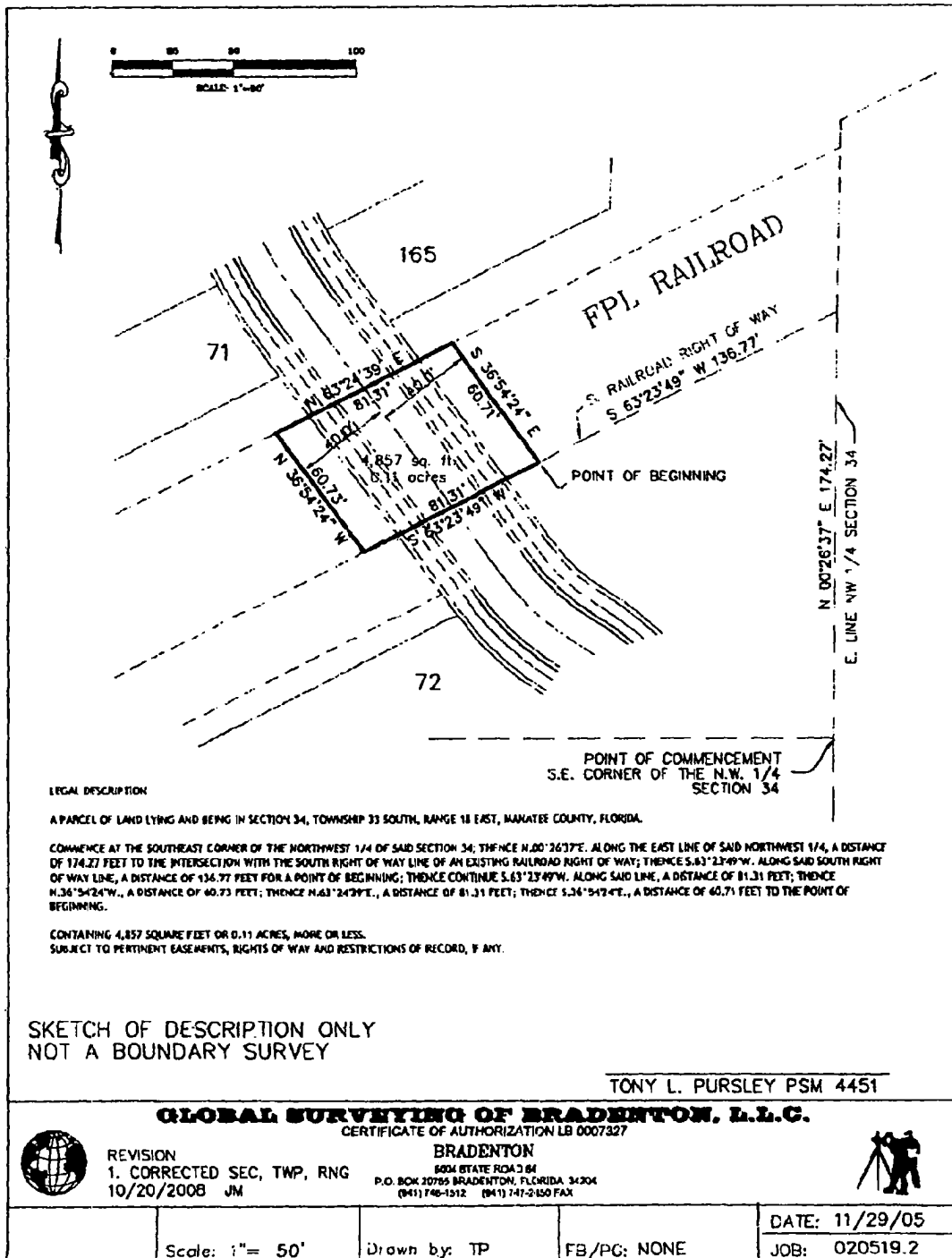


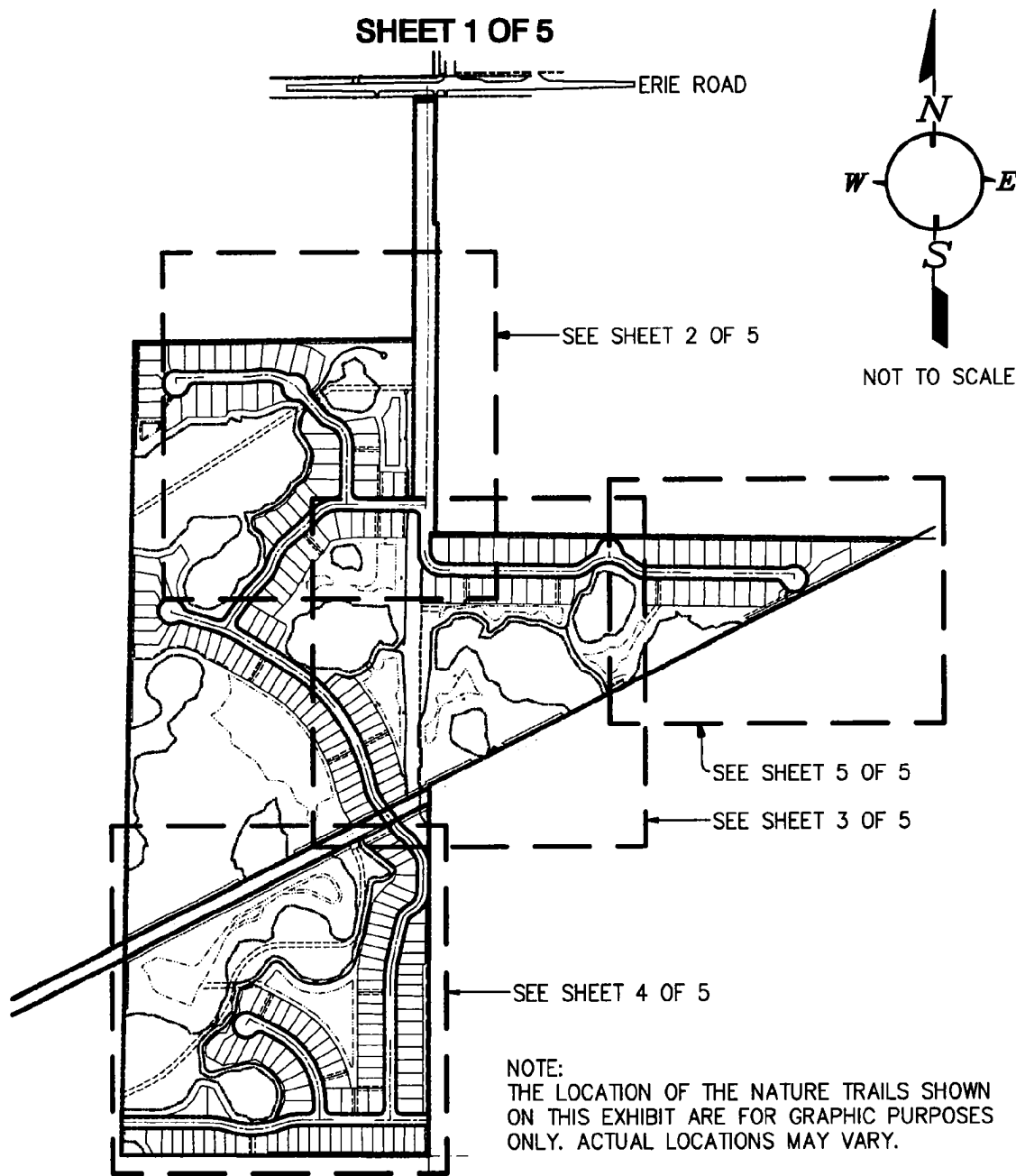
EXHIBIT F

NATURE TRAIL SYSTEM

EXHIBIT F

OLD MILL PRESERVE NATURE TRAIL SKETCH

SHEET 1 OF 5



NOTE:
 THE LOCATION OF THE NATURE TRAILS SHOWN
 ON THIS EXHIBIT ARE FOR GRAPHIC PURPOSES
 ONLY. ACTUAL LOCATIONS MAY VARY.

R.J. RHODES ENGINEERING
 Consulting Civil Engineering & Land Surveying **INC.**
 Engineering Business Number/
 Certificate of Authorization No. 8120
 380 Interstate Ct., #205 (941) 371-9420
 Sarasota, Fl. 34240 fax (941) 371-9520

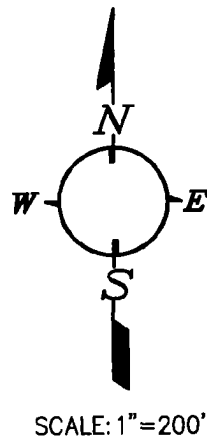
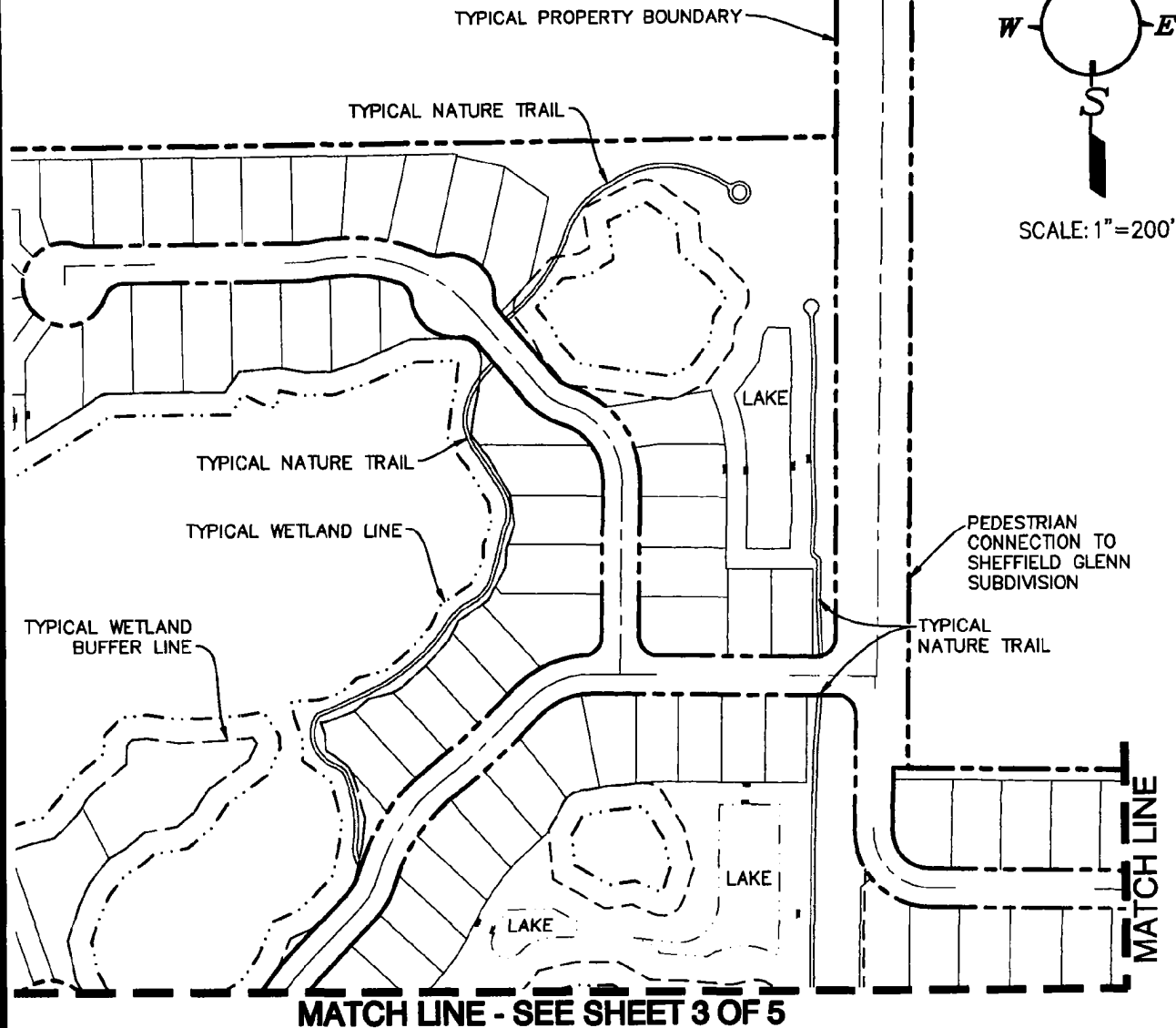
DATE	DESCRIPTION OF REVISION	BY
03/15/10	DELETE LOT NUMBERS	RJR
01/08/09	ADD NOTE TO SHEET 1. REMOVE GAZEROS. GENERAL REVISIONS	DBH
C:\R.RENG CADD FILES\02233 JACLYN OAKS\02233 DRAWINGS\02233-NATURE TRAIL.dwg		

EXHIBIT F

OLD MILL PRESERVE NATURE TRAIL SKETCH

SHEET 2 OF 5

NOTE:
THE LOCATION OF THE NATURE TRAILS SHOWN ON THIS EXHIBIT ARE FOR GRAPHIC PURPOSES ONLY. ACTUAL LOCATIONS MAY VARY.



SEE SHEET 3 OF 5

R.J. RHODES ENGINEERING
 Consulting Civil Engineering **INC.**
 & Land Surveying
 Engineering Business Number/
 Certificate of Authorization No. 8120
 380 Interstate Ct., #205 (941) 371-9420
 Sarasota, Fl. 34240 fax (941) 371-9520

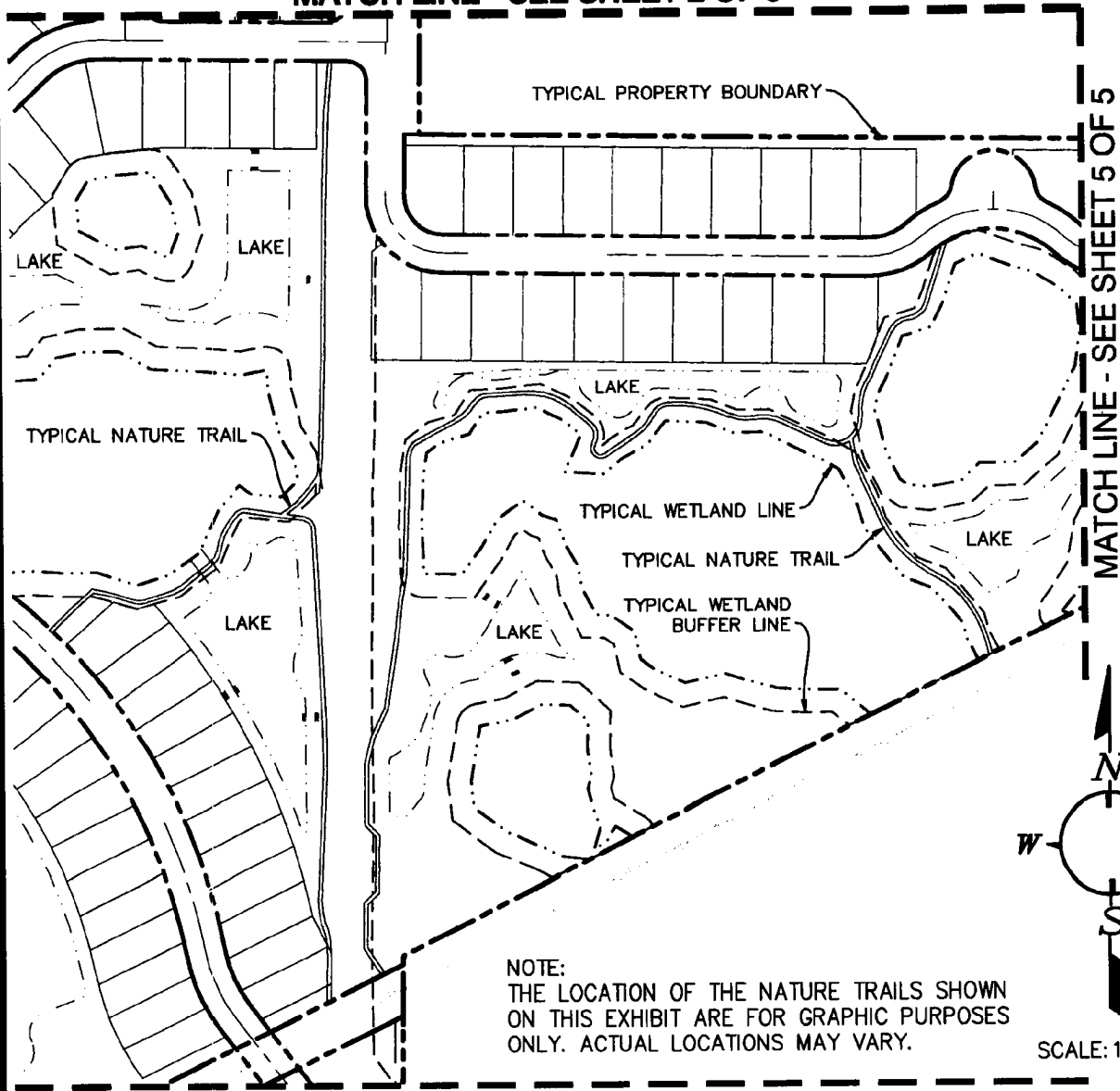
DATE	DESCRIPTION OF REVISION	BY
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12/21/09	ADD CONNECTION TO SHEFFIELD GLENN NOTE	DBH
01/08/09	ADD NOTE TO SHEET 1, REMOVE GAZEBOS. GENERAL REVISIONS	DBH
C:\RURENG\CADD FILES\02233 JACLYN OAKS\02233 DRAWINGS\02233-NATURE TRAIL.dwg		

EXHIBIT F

OLD MILL PRESERVE NATURE TRAIL SKETCH

SHEET 3 OF 5

MATCH LINE - SEE SHEET 2 OF 5



NOTE:
THE LOCATION OF THE NATURE TRAILS SHOWN
ON THIS EXHIBIT ARE FOR GRAPHIC PURPOSES
ONLY. ACTUAL LOCATIONS MAY VARY.

SCALE: 1"=200'

MATCH LINE - SEE SHEET 4 OF 5

R.J. RHODES ENGINEERING
 Consulting Civil Engineering **INC.**
 & Land Surveying
 Engineering Business Number/
 Certificate of Authorization No. 8120
 380 Interstate Ct., #205 (941) 371-9420
 Sarasota, Fl. 34240 fax (941) 371-9520

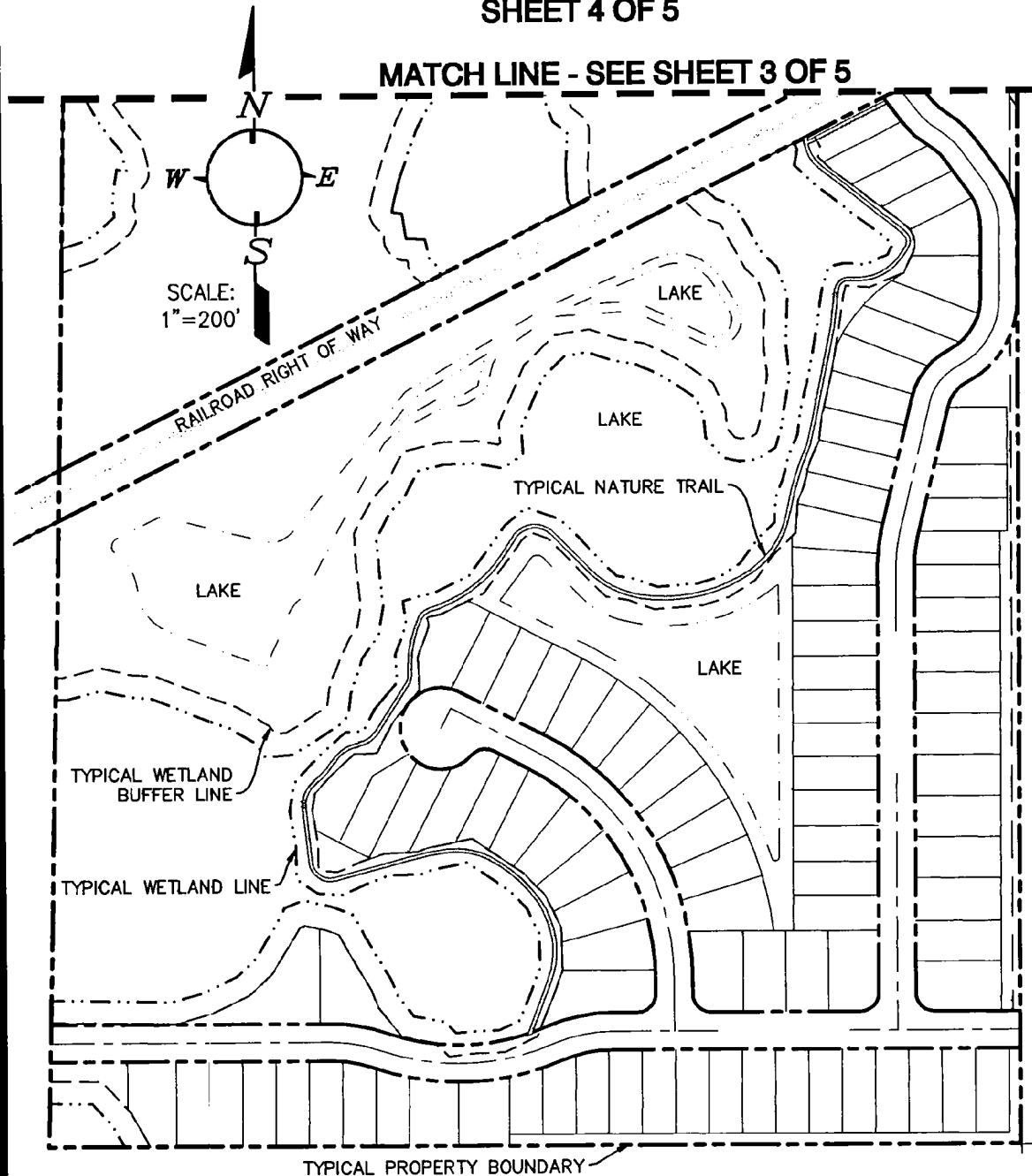
DATE	DESCRIPTION OF REVISION	BY
03/15/10	DELETE LOT NUMBERS	R.R
01/08/09	ADD NOTE TO SHEET 1, REMOVE GAZEBOS, GENERAL REVISIONS	DRH
C:\R.RENG CADD FILES\02233 JAGLYN OAKS\02233 DRAWINGS\02233-NATURE TRAIL.dwg		

EXHIBIT F

OLD MILL PRESERVE NATURE TRAIL SKETCH

SHEET 4 OF 5

MATCH LINE - SEE SHEET 3 OF 5



NOTE: THE LOCATION OF THE NATURE TRAILS SHOWN ON THIS EXHIBIT ARE FOR GRAPHIC PURPOSES ONLY. ACTUAL LOCATIONS MAY VARY.

R.J. RHODES ENGINEERING
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DATE	DESCRIPTION OF REVISION	BY
03/15/10	DELETE LOT NUMBERS	RJR
01/08/09	ADD NOTE TO SHEET 1. REMOVE GAZEBOS. GENERAL REVISIONS	DBH
C:\R.RENG CAD FILES\02233 JACLYN OAKS\02233 DRAWINGS\02233-NATURE TRAIL.dwg		

EXHIBIT G
FISCAL PROGRAM

71 Lots										
OLD MILL PRESERVE HOMEOWNERS ASSOCIATION										
10 Year Budget Projections - Phase One										
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
	Budget									
INCOME										
Association Fees	\$ 92,300.00	\$ 93,682.00	\$ 96,996.00	\$ 100,534.00	\$ 104,215.00	\$ 107,803.00	\$ 112,225.00	\$ 116,223.00	\$ 120,534.00	\$ 124,460.00
Allowance for Bad Debts										
Working Capital										
TOTAL INCOME	\$ 92,300.00	\$ 93,682.00	\$ 96,996.00	\$ 100,534.00	\$ 104,215.00	\$ 107,803.00	\$ 112,225.00	\$ 116,223.00	\$ 120,534.00	\$ 124,460.00
EXPENSES										
Administrative Expenses										
Office Supplies/Printing/Postage	\$ 648.00	\$ 648.00	\$ 675.00	\$ 700.00	\$ 700.00	\$ 725.00	\$ 750.00	\$ 800.00	\$ 825.00	\$ 850.00
Management Fee	\$ 4,686.00	\$ 4,686.00	\$ 4,971.00	\$ 5,000.00	\$ 5,000.00	\$ 5,432.00	\$ 5,595.00	\$ 5,763.00	\$ 5,936.00	\$ 6,120.00
Legal Expense	\$ 600.00	\$ 600.00	\$ 660.00	\$ 700.00	\$ 750.00	\$ 800.00	\$ 900.00	\$ 900.00	\$ 950.00	\$ 1,000.00
CPA Tax Preparation/Review	\$ 250.00	\$ 275.00	\$ 300.00	\$ 300.00	\$ 350.00	\$ 375.00	\$ 400.00	\$ 425.00	\$ 450.00	\$ 475.00
Administrative Expenses	\$ 772.00	\$ 772.00	\$ 800.00	\$ 800.00	\$ 825.00	\$ 825.00	\$ 850.00	\$ 875.00	\$ 900.00	\$ 900.00
Web Service Fees	\$ 358.00	\$ 371.00	\$ 371.00	\$ 390.00	\$ 400.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 500.00
Bank Charges	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 125.00	\$ 125.00
Bad Debt Expense	\$ 1,420.00	\$ 1,420.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Utilities										
Electricity	\$ 2,775.00	\$ 2,900.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,700.00	\$ 3,700.00	\$ 4,000.00	\$ 4,000.00
Reclaim Water	\$ 6,174.00	\$ 6,174.00	\$ 6,400.00	\$ 6,400.00	\$ 6,700.00	\$ 6,700.00	\$ 6,800.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
Cable / Internet	\$ 30,671.00	\$ 30,787.00	\$ 31,730.00	\$ 32,898.00	\$ 33,845.00	\$ 34,660.00	\$ 35,906.00	\$ 37,004.00	\$ 38,057.00	\$ 39,261.00
Maintenance and Repairs Expenses										
General Maintenance	\$ 2,469.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,700.00	\$ 2,700.00	\$ 2,800.00	\$ 2,850.00	\$ 3,000.00
Landscape Maintenance	\$ 20,374.00	\$ 21,750.00	\$ 23,500.00	\$ 25,000.00	\$ 25,000.00	\$ 26,000.00	\$ 27,400.00	\$ 28,500.00	\$ 30,000.00	\$ 31,000.00
Fertilizer / Pest Control	\$ 3,100.00	\$ 3,100.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,600.00	\$ 3,700.00	\$ 3,934.00	\$ 3,900.00	\$ 4,000.00
Irrigation Maintenance	\$ 1,328.00	\$ 1,400.00	\$ 1,450.00	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,750.00	\$ 1,800.00	\$ 1,877.00
Pond / Waterway Maintenance	\$ 2,778.00	\$ 2,778.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,300.00	\$ 3,300.00
Exotic Removal	\$ 618.00	\$ 640.00	\$ 650.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 750.00	\$ 750.00	\$ 794.00	\$ 830.00
Trail / Footbridge Maintenance	\$ 1,850.00	\$ 1,850.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 2,100.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,300.00
Sidewalk / Road Maintenance	\$ 900.00	\$ 900.00	\$ 934.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Entry Feature	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 700.00	\$ 700.00	\$ 750.00	\$ 800.00	\$ 800.00
Gate	\$ 2,624.00	\$ 2,624.00	\$ 2,624.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00
Contingency	\$ 952.00	\$ 950.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
Insurance and Taxes										
Taxes/Licenses/Dues	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
GL, Prop and D&O Insurance	\$ 1,976.00	\$ 1,976.00	\$ 1,976.00	\$ 2,348.00	\$ 2,543.00	\$ 2,614.00	\$ 2,902.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00
Reserve Expenditures										
Roads and Sidewalks	\$ 3,220.00	\$ 3,220.00	\$ 3,220.00	\$ 3,220.00	\$ 3,220.00	\$ 3,220.00	\$ 3,220.00	\$ 3,220.00	\$ 3,220.00	\$ 3,220.00
Gate	\$ 309.00	\$ 309.00	\$ 309.00	\$ 309.00	\$ 309.00	\$ 309.00	\$ 309.00	\$ 309.00	\$ 309.00	\$ 309.00
Playground Equipment	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00
Park Benches and Tables	\$ 62.00	\$ 62.00	\$ 62.00	\$ 62.00	\$ 62.00	\$ 62.00	\$ 62.00	\$ 62.00	\$ 62.00	\$ 62.00
Garebos	\$ 477.00	\$ 477.00	\$ 477.00	\$ 477.00	\$ 477.00	\$ 477.00	\$ 477.00	\$ 477.00	\$ 477.00	\$ 477.00
TOTAL EXPENSES	\$ 92,300.00	\$ 93,682.00	\$ 96,996.00	\$ 100,534.00	\$ 104,215.00	\$ 107,803.00	\$ 112,225.00	\$ 116,223.00	\$ 120,534.00	\$ 124,460.00
Annual Assessment	\$ 1,300.00	\$ 1,319.46	\$ 1,366.14	\$ 1,415.97	\$ 1,467.82	\$ 1,518.36	\$ 1,580.63	\$ 1,636.94	\$ 1,697.66	\$ 1,752.96
Quarterly Assessment	\$ 325.00	\$ 329.87	\$ 341.53	\$ 353.99	\$ 366.96	\$ 379.59	\$ 395.16	\$ 409.24	\$ 424.42	\$ 438.24
Annual Assessment without Cable	\$ 868.01	\$ 885.85	\$ 919.23	\$ 952.62	\$ 991.13	\$ 1,027.56	\$ 1,074.91	\$ 1,115.76	\$ 1,161.64	\$ 1,199.99
Quarterly Assessment without Cable	\$ 217.00	\$ 221.46	\$ 229.81	\$ 238.15	\$ 247.78	\$ 256.84	\$ 266.73	\$ 278.94	\$ 290.41	\$ 300.00

EXHIBIT H

MAINTENANCE PROGRAM

The following is the maintenance program that has been established and budgeted for Old Mill Preserve.

Weekly: Common lawn mowing (every other week from March through November), weeding, edging and tree trimming will be done on an as needed basis.
Inspection and bulb replacement on all landscape and common area lighting.

Monthly: Inspection/maintenance of ADA accessible trails.
Common lawn mowing (once per month from November through March) weeding, edging and tree trimming will be done on an as needed basis.
Street sweeping (additional street sweeping will be done and paid for by the builder during the development period).
Visual inspection of streets, sidewalks, reclaimed water facilities and repair as needed.

Yearly: Mulch application to all common area flower/tree beds and trail.
Power washing of entry monuments and gazebos.
Annual removal of nuisance and exotic plant species that become reestablished for the life of the project.
Fertilization of all common areas and shrubbery.

ADA Trails: ADA accessible mulch will be installed in the following areas of the trails at Old Mill Preserve:

- a. From cul-de-sac of 69th Place East to the gazebo.
- b. From the cul-de-sac of 60th Court East to the proposed County greenway right-of-way easement.
- c. From 70th Place East to the gazebo and end loop in trail.

The ADA accessible mulch will meet the specifications from Woodcarpet and Florimulch provided by the Manatee County Parks and Recreation Department as guidelines for the type, size and composition of mulch created for the ADA accessible trails.

At a minimum, the Association shall maintain the ADA accessible trails by performing the following to ensure the ADA accessible trails are maintained to the standards of Manatee County:

- Trails must be weeded by physical means and/or environmentally safe herbicide application to ensure that the trails do not disappear and become useless.
- The width and location of the trails must be maintained as shown on the final site plan (i.e., trails cannot be allowed to “move” horizontally beyond any clear definition that a trail exists).

- Depth, width and quality of mulch must be maintained to ensure safe passage by walkers, persons with disabilities in trail locations listed above and other users along all portions of the trail system.
- Eroded portions of the trails must be rebuilt immediately.
- Provided the maintenance recommendations are followed over the years in order to ensure the trails continue to exist and are usable, no edging will be required. If the Association fails to maintain the ADA accessible trails in the manner prescribed by Manatee County, then Manatee County may require the Association install another type of trail "paving" that is more long lasting and requires less maintenance.

Items listed above may be performed on a different schedule, as determined by the Board of Directors.

Budget numbers provided are based on a build-out Budget. Because many of the amenities will be built in the first few years, before the Owners are able to support them, the Declarant will deficit fund shortfalls until Turnover.

The costs projected in the 10 year Budget plan are subject to review on an ongoing basis. Any revisions will be made by the Board of Directors.

EXHIBIT I

NOTICE TO BUYERS

To the purchasers of Lots in Old Mill Preserve, Manatee County, Florida (the "Property"), you are hereby notified that the purchase of your Lot is subject to:

1. The Declaration of Covenants, Restrictions and Easements for Old Mill Preserve (the "Declaration"), a copy of which is provided upon execution of your contract to purchase.
2. Ownership of a Lot in Old Mill Preserve automatically makes you a member of the Old Mill Preserve Homeowners Association, Inc. ("Association"), and you are subject to its Articles of Incorporation, Bylaws and Rules and Regulations. Each Lot entitles its Owner to one vote in the affairs of the Association.
3. The Association owns and controls the Common Area as described in the List of Holdings (Exhibit "J" to the Declaration), and has the right and power to assess and collect for the cost of maintenance and care of all property and uses under the purview of the non-profit organization which you have the right to enjoy, in accordance with the Declaration, the Articles of Incorporation and Bylaws of the Association. A proposed ten year Fiscal Program is included as part of the Declaration to provide adequate funds for the Association.
4. The initial assessment by Old Mill Preserve Homeowners Association, Inc., is \$1,300.00 annually, due in quarterly installments of \$325.00. You are notified hereby that the Association may increase that amount as may be required to maintain the amenities of Old Mill Preserve.
5. The Property appears to lie in Flood Zone "X" (Areas of Minimal Flooding), per Flood Insurance Rate Map for Manatee County, Florida (Unincorporated Areas), Community Panel Number 120153 205 C and 120153 215C, dated July 15, 1992. An accurate zone determination should be made by the preparer of the map, the Federal Emergency Management Agency, or the Local Governmental Agency having jurisdiction over such matters prior to any judgments being made for the Zone as noted. The reference Federal Emergency Management Agency Map states in the Notes to User that, "This map is for insurance purposes only".
6. The presently planned source of irrigation for Old Mill Preserve will be a combination of surface water and reclaimed water sources. Irrigation water from any well or reclaimed source is not for human consumption. Irrigation of Lots from potable water sources is prohibited.
7. The Declarant hereby encourages individual homeowners to participate in the Florida Yards and Neighborhood Program; information on the program can be obtained from Declarant or by visiting the University of Florida Extension Service website at <http://manatee.ifas.ufl.edu/floridayards.htm>

8. Article XIII, Section 2.A., of the Declaration lists the following setbacks for all Lots, as required by Manatee County: Minimum setbacks shall be 25' for front-loaded garages and 20' for side-loaded garages, side 7.5 feet, rear yard 15', and waterfront 30'.
9. You are hereby put on notice of that certain Replacement Easement recorded in Book 2286, Page 1477, et. seq., of the Official Records of Manatee County, Florida. You are further put on notice that a railroad system exists within the Subdivision.
10. Old Mill Preserve contains "Conservation Easement Areas," as described in Section 2 of Article II and in Section 11 of Article IV of the Declaration. Members of the Association and their invitees and guests shall be prohibited from access in these areas and shall be fined by the Association an amount determined by the Association in accordance with the Declaration and the Articles and Bylaws of the Association for any violation of this provision. Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of the Conservation Easement without the prior consent of Manatee County:
 - Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground.
 - Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.
 - Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
 - Removal, mowing, or trimming of trees, shrubs or other vegetation.
 - Application of herbicides, pesticides, or fertilizers.
 - Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.
 - Surface use except for purposes that permit the land or water areas to remain in its natural condition.
 - Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
 - Acts or uses detrimental to such retention of land or water areas.
11. Old Mill Preserve Homeowners Association, Inc., is obligated to maintain, to oversee and provide for the continued, phased removal of nuisance, exotic plant species that become reestablished within the Common Area for the life of the Community consistent with Section 715.4 Manatee County Land Development Code.
12. The location of Old Mill Preserve is such that there may be neighboring agricultural uses, which may possibly include pesticides and herbicides and may have odors and noises associated with such uses.

13. Regarding the planting of Residential Street Trees in Old Mill Preserve:
- Prior to receiving a certificate of occupancy, canopy trees (as defined below) shall be planted by Owner within twenty-five (25) feet of the right-of-way of each local street within a residential development. The number of trees required for each lot is shown on Schedule "1" attached. None of these required trees shall be planted within a public or private utilities easement. Palm trees may not be utilized to meet this requirement. Trees planted in accordance with this paragraph shall be Florida #1 nursery grade, 3" caliper measured at 4' above grade, 10' minimum height and 5' minimum spread. Tree variety must be approved by the ARC.
 - Canopy trees may not be planted within a public or private utility easement.
 - Trees may be spaced no closer together than twenty-five (25) feet unless a decorative grouping or alternate method is chosen and approved by the Declarant.
14. Owners of Lots which are required to have sidewalks per subdivision construction plans approved for Old Mill Preserve shall be responsible for the installation of such sidewalks. These sidewalks shall be constructed in the right of way or easement, as set forth in the Manatee County rules and regulations. Installation shall be prior to the issuance of a certificate of occupancy for the Lot. Declarant, as the owner of the Lot prior to the issuance of a certificate of occupancy, will install the required sidewalks within Old Mill Preserve.
15. Except for trees located within the designated wetland areas (as described on the Plat), all trees must be properly trimmed and maintained by the Owner as per Section 714 of the Manatee County Land Development Code. If a street tree dies or is removed, the Owner of the Lot on which the tree is located is responsible to replace the tree with the same size and type of tree as originally planted on the Lot within thirty (30) days
16. The Final Site Plan and Construction Plan approvals for Old Mill Preserve have the following file numbers, and records regarding these approvals can be found in the Records Division of the Planning Department of Manatee County:
- Project no. -PDR-03/07-S-41 (F)
Case numbers of previous approvals - PDR-03-41/06-S-94/jFSP-06-10
PP/FSP approval: October 6, 2006
Construction plan approval: Sept., 23, 2006
17. No Owner of property within Old Mill Preserve may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and Plat, or Additional Plat(s), if any, of Old Mill Preserve unless prior

approval is received from the Southwest Florida Water Management District, Sarasota Regulation Department.

18. Each Owner within Old Mill Preserve at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water or Stormwater Management System approved and on file with the Southwest Florida Water Management District.
19. The Owners, by their acceptance of a deed to a Lot in Old Mill Preserve, hereby acknowledge the rights and burdens detailed in that certain Participation Agreement dated May 27, 2005, and recorded on July 8, 2005, in Official Records Book 2037, Page 270, of the Public Records of Manatee County, Florida, as may be amended from time to time pursuant to the terms thereof (hereinafter referred to as the "Participation Agreement") which provides for certain easements in connection with the development of the Property and the neighboring property commonly known as OakLeaf Hammock. The Participation Agreement provides for a "Drainage Berm Easement," a "Stormwater Control Structure Easement Area," a "Watermain Easement," the interconnection of the respective road systems within the Property and the OakLeaf Hammock property, and for certain access easements over, upon, across and through portions of the "Ryland Road System" and "McNabb Road System" (as those terms are defined in the Participation Agreement").
20. In order to provide a clear view of intersecting streets and travel lanes to the motorist, there shall be a triangular area of clear visibility ("Visibility Triangle"). On every corner Lot, at every driveway intersection with streets, and in parking areas, there shall be a Visibility Triangle clear of any structure, fence, obstruction planting, or parking, unless exempted by Section 713.3 of the Manatee County Land Development Code. The area formed by the Visibility Triangle constitutes an important horizontal and vertical sight distance for vehicular traffic. It shall be the responsibility of the Owner to maintain the Visibility Triangle horizontal and vertical clearances at all times. Any safety hazard violation of the Visibility Triangle shall be subject to immediate removal, without prior notification to violator, by the Manatee County Transportation Department, at the expense of the Owner.
 - For a corner Lot. The Visibility Triangle shall be formed by extending the rights-of-way lines of any corner Lot to a point where the lines intersect each other designated as point (A); and from that intersecting point (A), measuring to a point thirty (30) feet along both rights-of-way lines points (B and C); and then, connecting those same two points (B and C), forming a line which measures 42.43 feet. At an intersection and where two adjacent corner Lots exist or are planned, the Visibility Triangle requirements shall include the segment of the rights-of-way thirty (30) feet from the rights-of-way line of the intersecting rights-of-way line. See Visibility Triangle Illustration 713 of the Manatee County Land Development Code. If a future rights-of-way line has been established by the Manatee County Transportation Department, the thirty (30) foot line of the triangle shall be measured along the future rights-of-way line, as indicated in the visibility triangle illustration 713 of the Manatee County Land Development Code.

- For a Driveway. The driveway Visibility Triangle is the triangle formed by extending the edge of driveway and extending the adjacent rights-of-way line to a point where the lines intersect each other, designated as point (D); and from that intersecting point (D), measuring to a point fifteen (15) feet along the rights-of-way line to a point designated as (E); and measuring from point (D) fifteen (15) feet along the edge of the driveway to a point designated as (F); and then, connecting points (E) and (F) to form a line which measures 21.21 feet. The Visibility Triangle requirements shall include the segment of the driveway fifteen (15) feet from the intersecting street line, as indicated in the Visibility Triangle Illustration 713 of the Manatee County Land Development Code.
 - In Parking Areas. Within any parking area, the placement of trees, shrubs, or other obstruction within any landscaped medium, island or peninsula shall observe the requirements as a Visibility Triangle for all conditions, at each location, where one drive aisle intersects another drive aisle. The dimensions are shown on the Visibility Triangle Illustration 713 of the Manatee County Land Development Code.
21. Please take note of the following: the development of land in Manatee County is governed by various federal, state and local laws, rules and regulations, including, but not limited to, the Manatee County Land Development Code. All alterations must comply with these regulations, which may be more restrictive than the Declaration.
22. The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration, or any Lot sales contract between a purchaser and Declarant.

**SCHEDULE 1 TO EXHIBIT I
CANOPY TREE SPECIFICATIONS
Old Mill Preserve**

Required trees to be planted within the 25 ft. of the property line(s) abutting any dedicated road right-of-way. The trees shall be spaced no closer together than twenty-five (25) feet.

<u>Lot #</u>	<u># of Trees</u>
1	1
2	1
3	3
4	2
5	1
6	1
7	2
8	1
9	2
10	1
11	3
12	1
13	1
14	1
15	1
16	1
17	1
18	1
19	1
20	1
21	1
22	1
23	1
24	1
25	1

<u>Lot #</u>	<u># of Trees</u>
26	1
27	1
28	1
29	1
30	1
31	1
32	1
33	1
34	0
35	1
36	1
37	1
38	1
39	1
40	1
41	1
42	1
43	1
44	1
45	0
46	1
47	1
48	1
49	1
50	1

<u>Lot #</u>	<u># of Trees</u>
51	1
52	1
53	3
54	2
55	1
56	1
57	2
58	1
59	1
60	1
61	2
62	2
63	1
64	1
65	1
66	1
67	1
68	2
69	1
70	1
71	4
TOTAL	87

EXHIBIT J

LIST OF HOLDINGS

The following is a complete listing of all common open space and improvements of the Old Mill Preserve Homeowners Association, Inc., a non-profit Florida corporation, as of the date of recording of the Declaration to which this Exhibit is attached. This organization has been established for the ownership and maintenance of all land, buildings, equipment, facilities, and other holdings as described and depicted on the Plat as Tracts, and as further described below.

<u>TRACT</u>	<u>DESCRIPTION</u>
A	STORMWATER DETENTION AREA/OPEN SPACE AREA
B	OPEN SPACE AREA
C	STORMWATER DETENTION AREA/OPEN SPACE AREA
D	OPEN SPACE AREA
E	OPEN SPACE AREA
F	OPEN SPACE AREA
G	OPEN SPACE AREA
H	OPEN SPACE AREA
I	OPEN SPACE AREA
J	OPEN SPACE AREA
K	STORMWATER DETENTION AREA/OPEN SPACE AREA
L	STORMWATER DETENTION AREA/OPEN SPACE AREA
M	OPEN SPACE AREA
N	OPEN SPACE AREA
O	OPEN SPACE AREA
P	STORMWATER DETENTION AREA/OPEN SPACE AREA
Q	OPEN SPACE AREA
R	OPEN SPACE AREA
S	STORMWATER DETENTION AREA/OPEN SPACE AREA
T	OPEN SPACE AREA
U	OPEN SPACE AREA
V	OPEN SPACE AREA
W	OPEN SPACE AREA
X	OPEN SPACE AREA
Y	OPEN SPACE AREA
Z	OPEN SPACE AREA
AA	OPEN SPACE AREA
BB	RIGHT OF WAY
CC	RIGHT OF WAY
EE	CONSERVATION EASEMENT #1
FF	CONSERVATION EASEMENT #2
GG	CONSERVATION EASEMENT #3

RM:6742234:14

HH	CONSERVATION EASEMENT #4
II	CONSERVATION EASEMENT #5
JJ	CONSERVATION EASEMENT #6
KK	CONSERVATION EASEMENT #7
LL	CONSERVATION EASEMENT #8
MM	CONSERVATION EASEMENT #9
NN	CONSERVATION EASEMENT #10
OO	CONSERVATION EASEMENT #11
PP	CONSERVATION EASEMENT #12
QQ	CONSERVATION EASEMENT #13, UPLAND HARDWOOD FOREST PRESERVATION
RR	STORMWATER DETENTION AREA/OPEN SPACE AREA
SS	STORMWATER DETENTION AREA/OPEN SPACE AREA
TT	STORMWATER DETENTION AREA/OPEN SPACE AREA
UU	OPEN SPACE AREA
VV	RECREATION AREA, PRIVATE DRAINAGE AND ACCESS EASEMENT
WW	EXISTING CEDAR DRAIN
XX	EXISTING CEDAR DRAIN
YY	EXISTING CEDAR DRAIN
ZZ	OPEN SPACE AREA, PRIVATE DRAINAGE AND ACCESS EASEMENT

EXHIBIT K

RIGHT OF ENTRY AND COMPLIANCE WITH
MANATEE COUNTY LAND DEVELOPMENT CODE

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Nine of the Land Development Code (Subdivision Procedures and Standards, Section 909.5, and are hereby incorporated as part of the Declaration of Covenants, Restrictions and Easements for Old Mill Preserve.

- I. **Right of Entry by County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Common Area as may be necessary to perform those duties.
- II. **Ownership of the Common Area.** Notwithstanding anything herein contained to the contrary, the Association shall not dispose of any Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Area, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
- III. **Disturbance of Common Area.** No lands in the Common Area shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
- IV. **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed on a prorate basis, and such charges will be made payable by Owners within sixty (60) days after receipt of a statement therefore, and shall become a lien on the Lot if unpaid at the end of such period.
- V. **Compliance with Law.** Notwithstanding any other provision of the Declaration, no violation of federal, state, or local law shall be permitted.

Amendment. Notwithstanding any other provision of the Declaration relating to amendments, neither this Exhibit nor any provision of the Declaration affecting this Exhibit may be amended without the written consent of Manatee County.

1850

✓ Prepared by: J. Michael Hartenstine
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS FOR
OLD MILL PRESERVE**

This Amendment is made this 17th day of July 2015 by **THE RYLAND GROUP, INC.**, a Maryland corporation ("Ryland").

RECITALS:

A. Taylor Morrison of Florida, Inc., a Florida corporation ("Taylor Morrison"), as Declarant, heretofore recorded a Declaration of Covenants, Restrictions and Easements for Old Mill Preserve (the "Declaration") in Official Records Book 2337, Page 5021, Public Records of Manatee County, Florida.

B. The property that was made subject to the Declaration included the following tracts (the "Common Area Tracts"):

Tracts N, O, P, Q, R, S, X, Y, Z, AA, OO, PP, UU, and YY, OLD MILL PRESERVE, as per plat thereof recorded in Plat Book 53, page 182, Public Records of Manatee County, Florida

C. By deed recorded in Official Records Book 2408, page 7223, Public Records of Manatee County, Florida, Taylor Morrison conveyed the Common Area Tracts to Ryland. Ryland is the owner of the Common Area Tracts free and clear of any mortgage lien.

D. By assignment recorded in Official Records Book 2408, page 7219, Public Records of Manatee County, Florida, Taylor Morrison assigned to Ryland all of its rights as Declarant under the Declaration. Pursuant to Section 16 of Article I of the Declaration, Ryland is now the Declarant under the Declaration.

E. Pursuant to Section 5 of Article III of the Declaration, Ryland desires to withdraw the Common Area Tracts from the provisions of the Declaration.

NOW, THEREFORE, Ryland hereby amends the Declaration as follows:

1. The foregoing Recitals are true and are incorporated into this Amendment.
2. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Declaration.
3. This Amendment constitutes a Supplemental Declaration under the terms of the Declaration.
4. Ryland, as Declarant, hereby declares that the Common Area Tracts are withdrawn from the provisions of the Declaration.
5. Pursuant to Section 11 of Article I of the Declaration, the Common Area Tracts are no longer part of the Common Area.

6. Except as modified hereby, the provisions of the Declaration are ratified and declared to be in full force and effect.

7. This Amendment will be effective immediately upon its recording in the Public Records of Manatee County, Florida.

IN WITNESS WHEREOF, Ryland has caused this Amendment to be executed by its undersigned, duly authorized officer the day and year first above written.

WITNESSES:

THE RYLAND GROUP, INC.,
a Maryland corporation

Virginia Spencer
Signature of Witness
Virginia Spencer
Print Name of Witness

By: Kevin D. Huff
Print name: Kevin D. Huff
As its: Assistant Vice President

Connie C. Holt
Signature of Witness
CONNIE C. HOLT
Print Name of Witness

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of July, 2015 by Kevin D. Huff, as Assistant Vice President of **THE RYLAND GROUP, INC.**, a Maryland corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



Michelle Faro
Signature of Notary Public
Michelle Faro
Print Name of Notary Public

I am a Notary Public of the State of Florida,
and my commission expires on 01-08-19

Return to: (enclose self-addressed stamped envelope)

Name:

Angela Tompkins, Paralegal

Address:

Ruden McClosky P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

This Instrument Prepared by:

Mark F. Grant, Esq.
Ruden McClosky P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

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SPACE ABOVE THIS LINE FOR PROCESSING DATA

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS FOR
OLD MILL PRESERVE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR OLD MILL PRESERVE ("First Amendment") is made this 27th day of July, 2011, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Declarant"), whose principal office is located at 501 North Cattlemen Road, Suite 100, Sarasota, Florida 34232 ("Declarant").

WHEREAS, that certain Declaration of Covenants, Restrictions and Easements for Old Mill Preserve was recorded May 5, 2010, in Official Records Book 2337, Pages 5021 through 5164, of the Public Records of Manatee County, Florida (the "Declaration"); and

WHEREAS, Declarant is desirous of amending Section 2.D of Article VIII to change the height requirement on fences; and

WHEREAS, the Declaration provides in Article XIV, Section 8, Paragraph 1, that until the Turnover Date (as defined in the Declaration), all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent, the consent of the

Owners or the consent of any mortgagee so long as such amendments or modifications do not materially impair the common plan of development of Old Mill Preserve; and

WHEREAS, as of the date of this First Amendment, the Turnover Date has not occurred.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Article VIII, Section 2, Paragraph D is hereby amended to read as follows:

D. Unless otherwise required by applicable governmental laws, statutes, ordinances, rules or regulations, all fences, walls, hedges or mass plantings shall not exceed a height of ~~four (4)~~ six (6) feet above the finished graded surface of the grounds upon which it is located and shall not be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Committee. No fences, walls, hedges or mass plantings of any type shall be built further forward on a Lot than ten (10) feet behind the front building line of any Home, and shall not exceed ~~four (4)~~ six (6) feet in height, except as otherwise provided herein. All fences built on the street side of any corner Lot shall have a minimum setback requirement equal to the side setback of the residence. On Lots abutting lakes, no fence shall be placed beyond the top of the bank and shall not exceed four (4) feet in height. All fences to be constructed within Old Mill Preserve shall be of design and materials approved in advance by the Committee. No fence may be constructed of wire, chain link or cyclone style on any Lot.

(Words bolded and double underlined are added; words ~~struck through~~ are deleted)

3. This First Amendment shall become effective upon recording amongst the Public Records of Manatee County, Florida.
4. As modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

CLERK'S CERTIFICATE OF PLAT RECORDING

STATE OF FLORIDA
COUNTY OF MANATEE

NOTICE TO THE PUBLIC: PLEASE NOTE THE FOLLOWING DRAINAGE PLANS
HAVE BEEN RECORDED IN THE PUBLIC RECORDS OF MANATEE COUNTY,
FLORIDA:

OLD MILL PRESERVE

IN DRAINAGE PLAN BOOK 2 PAGE(S) 10 THRU 13

R.B. SHORE
CLERK OF CIRCUIT COURT
MANATEE COUNTY, FLORIDA



BY: Raquel Larry
DEPUTY CLERK

CLERK'S CERTIFICATE OF PLAT RECORDING

STATE OF FLORIDA
COUNTY OF MANATEE

NOTICE TO THE PUBLIC: PLEASE NOTE THE FOLLOWING SUBDIVISION
HAS BEEN RECORDED IN THE PUBLIC RECORDS OF MANATEE COUNTY,
FLORIDA:

OLD MILL PRESERVE

IN PLAT BOOK 53 PAGE(S) 182 THRU 204

R.B. SHORE
CLERK OF CIRCUIT COURT
MANATEE COUNTY, FLORIDA



BY: Raquel Lamy
DEPUTY CLERK

OWNER OF RECORD AS STATED ON PLAT: TAYLOR MORRISON OF
FLORIDA, INC.,

DOC TAX \$.70
RECORD \$18.50
PARCEL ID NOS. 720904309-720904559, 720904809-720904959
720905609, 720905659, 720905909, 720906109

Prepared by and return to:

WILLIAMS PARKER
HARRISON DIETZ & GETZEN

200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800
Attention: J. Michael Hartenstine

QUITCLAIM DEED

This Indenture, made December 23rd 2015, by and between **OLD MILL PRESERVE HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit ("Grantor"), whose post office address is 9426 Camden Field Parkway, Riverview, Florida 33578, and **CALATLANTIC GROUP, INC.**, a Delaware corporation, successor by merger to The Ryland Group, Inc., a Maryland corporation ("Grantee"), whose post office address is 9426 Camden Field Parkway, Riverview, Florida 33578.

Witnesseth: Grantor, in consideration of the sum of ten dollars and other valuable considerations to it in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby release, remise and quitclaim to Grantee any and all of the right, title and interest of Grantor in and to the following described property situate in Manatee County, Florida:

Tracts N, O, P, Q, R, S, X, Y, Z, AA, OO, PP, UU, and YY, OLD MILL PRESERVE, as per plat thereof recorded in Plat Book 53, page 182, Public Records of Manatee County, Florida

As used herein, the terms "Grantor" and "Grantee" shall include their respective heirs, devisees, personal representatives, successors and assigns; any gender shall include all genders, the plural number the singular and the singular, the plural.

In Witness Whereof, Grantor has caused this deed to be executed in its name by its undersigned duly authorized officer the date above written.

WITNESSES:

OLD MILL PRESERVE HOMEOWNERS ASSOCIATION, INC.

Virginia Spencer
Signature of Witness
Virginia Spencer
Print Name of Witness

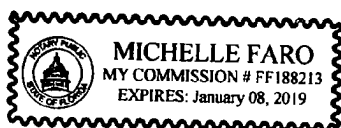
By: Kevin D. Huff
Kevin D. Huff
As its President

Connie C. Holt
Signature of Witness
CONNIE C. HOLT
Print Name of Witness

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23rd day of December 2015 by Kevin D. Huff, as President of **OLD MILL PRESERVE HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



Michelle Faro
Signature of Notary Public

Michelle Faro
Print Name of Notary Public

I am a Notary Public of the State of Florida,
and my commission expires on 01/08/19.