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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CHAPEL CROSSINGS

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
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This Declaration of Covenants, Conditions and Restrictions is made by **THORNWOOD ASSOCIATES L.L.C.**, an Illinois limited liability company, hereinafter referred to as "Declarant," effective as of February 19, 2021.

W I T N E S E T H :

WHEREAS, Declarant is the Owner of certain real property located in Pasco County, Florida more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, Declarant intends to develop the Property subject to the protective easements, covenants, conditions, restrictions, reservations, liens and charges as set forth herein.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges as set forth herein. Such easements, covenants, conditions, restrictions, reservations, liens and charges shall run as covenants with the Property, and shall be binding upon all parties having or acquiring any right, title or interest in any part of the Property and shall inure to the benefit of each and every person or entity, from time to time, owning or holding any interest in the Property.

ARTICLE I. DEFINITIONS

The following words and terms when used herein (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Articles" and "Bylaws" shall mean the Articles of Incorporation and the Bylaws of the Association, as they may exist from time to time, the initial copy of each being attached hereto as Exhibits "B" and "C", respectively.

B. "Association" shall mean the Chapel Crossings Property Owners' Association, Inc., a Florida not-for-profit corporation.

C. "Board" or "Board of Directors" shall mean the board of directors of the Association.

D. "Builder" shall mean those persons or entities who construct improvements on any portion of the Property.

E. "CDD" shall mean the Chapel Crossings Community Development District, a community development district created pursuant to Chapter 190, Florida Statutes, and any other community development district having jurisdiction over any portion of the Property.

F. "Common Property" shall mean all real property, together with any improvements thereon, which are actually dedicated, deeded, or leased to the CDD or the

Association, including but not limited to, Conservation Areas and Recreation Areas, and any personal property acquired by the CDD and the Association if such personal property is otherwise intended to be used with realty which is Common Property.

G. "Conservation Areas" shall mean those areas dedicated or deeded for such purposes.

H. "County" shall mean Pasco County, Florida.

I. "Declarant" shall mean THORNWOOD ASSOCIATES L.L.C., an Illinois limited liability company.

J. "Declaration" shall mean this Declaration, as amended and supplemented from time to time.

K. "Design Guidelines" shall mean the design guidelines promulgated by Declarant setting forth the development standards for the Property and for each village or neighborhood therein, as amended from time to time.

L. "Design Review Committee" or "DRC" shall mean the initial Design Review Committee established by Declarant, or at such time as Declarant shall have turned over review to the Association, such committee appointed by the Association.

M. "Directors" shall mean members of the Board.

N. "Governing Documents" shall mean this Declaration, the Articles and By-Laws, and any rules and regulations adopted by the Association and the CDD as well as the Design Guidelines, as amended from time to time.

O. "Institutional Lender" shall mean the holder of a mortgage encumbering any part of the Property which is a bank, savings and loan association, insurance company, pension fund, real estate investment trust, Federal National Mortgage Association, Federal Home Loan Mortgage corporation, Federal or State agencies, or other like business entity. "Institutional Lender" shall also mean Declarant's acquisition and development lender, its successors and assigns.

P. "Lake" or "Lakes" shall mean those bodies of water located on the Property, whether existing, constructed or to be constructed or altered by Declarant.

Q. "Lot" means any lot shown on a Plat, along with any improvements constructed on the Lot.

R. "Master Developer" shall mean the Declarant, its successors and assigns.

S. "Material Deliveryman" shall mean those individuals or entities delivering materials ordered by a Builder, contractor, subcontractor, or material men.

T. "Member" shall mean a member of the Association, and may include, but is not limited to, an owner or an association representing parcel owners or a combination thereof, and shall include any person or entity obligated by the Declaration to pay an assessment.

U. "Notice" shall mean delivery of any document to the person or entity to whom such notice is sent to the last known address, according to the records of the party transmitting such notice. Delivery shall be by mail, U.S. Postal Service, postage prepaid, delivered, or electronically transmitted and posted conspicuously or broadcast on closed-circuit cable television.

V. "Owner" shall mean the record owner of legal title, as shown by the records of the Association, whether it be Declarant, one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any portion of the Property, and shall not include the holder of a mortgage or security deed, unless and until such holder has acquired title.

W. "Plat" or "Plats" shall mean any plat subdividing Chapel Crossing, as recorded in the Public Records of the County.

X. "Property" shall mean and include the real property described in Exhibit "A" and, when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration.

Y. "Recreational Areas" shall mean those areas designated within the Common Property for such use by the CDD or the Association.

Z. "Recreational Facilities" shall mean those areas designated or set aside for recreational purposes, developed by Declarant or the CDD from time to time, and at the time of development are designated for such use.

AA. "Residential Property" shall mean a Lot or Lots within Chapel Crossings intended for use as a site for one or more Residential Units which has not been conveyed to an Owner intending to occupy the Residential Unit for residential purposes.

BB. "Residential Unit" shall mean and refer to any improved parcel intended for use as a single-family dwelling, including, but not limited to patio homes, garden homes, townhomes, duplexes, villas, and condominiums, constructed on the Property. For the purposes of this Declaration, a Residential Unit shall not be deemed to be improved until a certificate of occupancy has been issued by the appropriate governmental authorities or until the dwelling is determined by Declarant or the Association, in their reasonable discretion, to be substantially complete. A parcel shall thereafter be deemed to be a Residential Unit until such time as any improvements have been completely removed to the foundation level (in the event of voluntary or involuntary destruction).

CC. "Stormwater Management System" shall mean that portion of the Property consisting of swales, inlets, culverts, lakes, outfalls, storm drains, wetlands, mitigated wetlands and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water.

DD. "SWFWMD" shall mean the Southwest Florida Water Management District.

EE. "Chapel Crossings" shall mean the Property as intended to be developed and all additional real property subjected to this Declaration.

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

Declarant intends to develop the Property in accordance with a site development plan developed by it and approved by the County, as amended from time to time, but reserves the right to review and modify the site development plan from time to time without the approval of any person or entity until such time as Declarant ceases to own fee simple interest in any part of the Property. Declarant shall not be responsible or liable to any Member or other person or entity for failing to follow any predetermined order of improvement and development of the Property and it may bring within this Declaration additional lands and develop them before completing the development of the Exhibit A Property.

ARTICLE III. MANAGEMENT OF THE PROPERTY

Section 1. Operation of the Property. Those portions of the Property owned by the Declarant shall be managed by Declarant and those portions of the Property owned by the CDD shall be managed by the CDD. By acceptance of a deed to any portion of the Property, each grantee, together with its family, guests, invitees and tenants, agrees to be bound by and to abide by the terms of the Governing Documents.

Section 2. Development. Each Owner, by acceptance of a deed to any portion of the Property, acknowledges that such Owner's quiet enjoyment of the Property may be interfered with by the construction operations on the Property. Each Owner waives all claims against Declarant, the Association and the CDD for interference with such quiet enjoyment. From time to time, Declarant has and will present to the public certain renderings, plats, plans, and models showing possible future development of the Property. Declarant does not warrant in any manner the schemes in these renderings, plans, or models, or how future improvements on the Property actually will be developed. Each Owner and Member accepts that any such renderings, plans, or models are primarily schematic and in no way represent the final development of the Property. Each Owner and Member releases Declarant, the Association and the CDD from any claim that they may have against Declarant, the Association or the CDD for any future development of the Property. Each Owner agrees that Declarant, the Association and the CDD have the sole right to design, construct, develop, and improve the Property as they determine.

Section 3. Lakes. Certain Lots, Residential Units and other buildable areas may be located adjacent to Lakes or other water bodies. Lakes and other water bodies are part of the master drainage system for the Property. Declarant reserves for itself, and grants to the CDD, the right to use the water from the Lakes and other water bodies for irrigation purposes at the Property and to vary the water level as they deem necessary. The waterfront property line of each such Lot and Residential Unit may be located at or near the top of the bank around a Lake; however, no person or entity owning any abutting property shall be deemed to acquire any right in such Lake or the waters thereof, and the usage of such Lake and control of the elevation of such waters shall be subject to regulations adopted from time to time by the CDD. Neither the CDD nor the Declarant make any warranties or representations that Lake levels will be maintained at any particular level or that the elevation of such waters will remain the same.

Section 4. Conservation Areas and Easements. The Conservation Areas and Easements shall be monitored, managed, and maintained by the CDD in accordance with the regulatory requirements of local, state and federal law. No Owner, or any tenant, guest or invitee shall use or occupy any part of the Conservation Areas or any buffer areas adjacent thereto, except as expressly authorized by the CDD.

Section 5. Recreational Facilities. Recreational Facilities, if any, shall be operated by the CDD. The right to use the Recreational Facilities shall be governed by rules and regulations promulgated and amended from time to time by the CDD. Ownership of a Residential Unit, a Residential Property, or a Lot or of any other portion of the Property does not confer any ownership rights in any Recreational Facilities.

Section 6. Stormwater Runoff, Water Conservation and Reclamation Programs. Declarant hereby reserves for itself, and grants to the CDD to share with Declarant, all rights to ground water, surface water, and stormwater runoff within the Property. The CDD has the exclusive rights to claim, capture, and collect rainwater, groundwater, surface water, and stormwater runoff within the Property unless it gives written permission to the contrary. The CDD may establish programs for reclamation of stormwater runoff and wastewater for appropriate uses within or without the Property, and may require Owners to participate in such programs to the extent reasonably practicable. No Owner shall have any right to be compensated for the water claimed or reclaimed from any of the Property.

ARTICLE IV. FUNCTIONS OF THE CDD

Section 1. Services. In addition to the powers provided to the CDD pursuant to the Governing Documents, the organizational documents of the CDD, and Chapter 190, Florida Statutes, the CDD may provide the following services:

A. Maintenance of Common Property conveyed to it or leased by it, or in which it has an easement or license and all county, district and municipal properties to the extent permitted by any governmental authority which are located within or in a reasonable proximity to the Property to the extent that their deterioration would adversely affect the Common Property owned or maintained by the CDD, including but not limited to Conservation Areas, the stormwater management system (and side drains or underdrains) associated therewith, and other facilities permitted therein.

B. Maintenance of Lakes, if and to the extent permitted by any governmental authority having jurisdiction thereof.

C. Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting Common Property owned by the CDD and performing any of the functions or services delegated to the CDD.

D. Publishing and enforcing such rules and regulations as deemed necessary or desirable with respect to Common Property owned by the CDD.

Section 2. Conveyance by CDD. The CDD has the power to delegate or convey any of its functions or properties to any governmental unit for public utilities or for other public purposes, or to any private entity so long as the use is consistent with the intended use of such property. Any such delegation or conveyance shall be only upon the approval and acceptance thereof by such governmental unit or private entity. Additionally, if the CDD desires to assign to the Association its right to enforce provisions regarding parking and use of the road ways, streets, and other real property owned by the CDD, the Association may accept such assignment if the Association believes that it is its best interest to do so.

ARTICLE V. THE ASSOCIATION

Section 1. Membership. Membership in the Association shall be compulsory and shall continue as to each Owner until such time as such Owner transfers or conveys of record such Member's interest in the Residential Unit or Lots upon which membership is based, or until the interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee.

- A. Subject to the provisions of this Declaration, the Association may:
1. adopt and amend Bylaws and Rules and Regulations;
 2. adopt and amend budgets and collect assessments for its functions under the Governing Documents;
 3. hire and discharge managers and other employees, agents and independent contractors;
 4. institute, defend or intervene in litigation or administrative proceedings in its own name and on behalf of itself or two or more Owners;
 5. make contracts and incur liabilities;
 6. impose and receive fees for services provided to an Owner;
 7. impose charges for late payment of assessments and levy fines for violations of the Governing Documents;
 8. impose charges for the preparation and recordation of statements of unpaid assessments;
 9. provide for the indemnification of its officers and maintain directors' and officers' liability insurance;
 10. assign its right to future income;
 11. exercise any other powers conferred by the Governing Documents;
 12. exercise all other powers that may be exercised in the State of Florida by similar legal entities; and
 13. exercise any other powers necessary and proper for the governance and operation of the Association.

B. Except as provided in the Governing Documents, the Board may act in all instances on behalf of the Association.

Section 2. Turnover of Control. The Articles and Bylaws may provide for a period of Declarant control of the Association, during which period Declarant, or persons designated by them, may appoint and remove the officers and Directors.

Section 3. Board of Directors. Upon the turnover of the control of the Association, the Owners shall then elect a Board of at least 3 Members. Such Board shall then elect the officers. The Board and officers of the Association shall take office upon election.

Section 4. Bylaws. The By-laws shall provide for:

- C. the number of Directors and the titles of the officers of the Association;
- D. the qualifications, powers and duties, terms of office and manner of electing and removing Directors and officers and filling vacancies; and
- E. the method of amending the Bylaws.

Section 5. Maintenance Responsibility. Each Owner is responsible for maintenance, repair and replacement of such Owner's property, unless provided otherwise or approved by Declarant.

Section 6. Design Guidelines. No Design Guidelines adopted by Declarant shall be modified, amended, or altered without Declarant's written consent so long as Declarant owns any part of the Property.

Section 7. Dissolution. Upon dissolution of the Association, other than incident to a merger or a consolidation, the assets of and maintenance obligations of the Association shall be dedicated and transferred to the CDD. If acceptance of such dedication or transfer is refused, the assets and maintenance obligations of the Association shall be granted, conveyed and assigned to a non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VI. ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. In addition to taxes, levies or assessments of the CDD, Declarant covenants, and each Owner shall by acceptance of a deed to a Lot or other portion of the Property, and all Owners are deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association: (1) annual assessments and (2) special assessments, and (3) individual lot assessments as further described in Article VI, Section 5 below, all fixed, established and collected from time to time as hereinafter provided. All assessments commence as to an Owner as of the date of the deed, conveying a Lot or a portion of the Property to such Owner regardless of whether or not the improvements to be constructed thereon are complete or incomplete. The annual, special and individual assessments together with such interest thereon and costs of collection therefor shall be a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and cost of collection, shall also be the personal obligation of the person who was the owner of such real property at the time when the assessment first became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Property or by the abandonment of the property against which the assessment was made. In the case of co-ownership, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Annual Assessments Budget. The Board shall provide a written notice of its meeting to adopt the budget which comprises the annual assessments and shall provide such notice to Owners at least 14 days before its meeting, which notice shall include a statement that assessments will be considered at the meeting and the fact that the meeting is for the Board to adopt the budget which is to comprise the annual assessments. The annual assessments shall be used exclusively to provide services which the Association is authorized or required to provide.

Failure of the Board to fix assessment amounts or rates shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay annual assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

The first annual assessment shall be based upon an estimate of the operating expenses for the year, plus an adequate reserve for anticipated expenses. In the event this assessment proves to be insufficient to satisfy such expenses, the Board may levy a supplementary assessment in the amount of the deficit.

Section 3. Date of Commencement of Annual Assessments; Due Dates. The annual assessments shall commence on the date set by the Board. The frequency of payment shall be fixed by the Board. Declarant may be excused from the payment of assessments for any portion of the Property owned by it during such period of time that it shall obligate itself to pay any amount or expenses of the Association incurred during that period not produced by the assessment receivables from the other Owners.

Section 4. Special Assessments. In addition to the annual assessments the Board may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the costs of any unbudgeted expense. The Board shall provide written notice of any meeting to consider or impose a special assessment and shall provide such notice to Owners at least 14 days before the meeting, which notice must specify the nature of the special assessment. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 5. Individual Lot Assessments. In addition to the annual and special assessments, the Board may levy in any assessment year, a special assessment on any individual Lot for the purpose of enforcing any violation of the provisions of this Declaration by such individual Lot and recovering the costs incurred by the Association in curing any violation of the provisions of this Declaration. The assessment of an individual Lot assessments shall follow the same procedure as the procedure to impose a fine in Article X.

Section 6. Duties of the Board. The Board shall prepare a roster of Owners and assessments applicable thereto which shall be kept by the Secretary of the Association, and a copy thereof shall be made available to any Owner upon request. The Association shall, upon request, furnish to any Owner a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessment; Personal Obligation; Lien; Remedies. If an assessment is not paid on the date due then such assessment shall become delinquent and shall, together with interest thereon and the cost of collection thereof, thereupon become a

continuing lien on the property within the Property owned by the Owner, which shall bind such Owner's property and the obligation to pay such assessment shall be the personal obligation of the Owner against whom it was assessed. The Association may record a notice of lien for delinquent assessments in the public records of the County and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value unless so recorded. Upon recording, the lien shall secure the amount of all unpaid assessments, interest and attorneys' fees and costs until satisfied of record.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property within the Property owned by the Owner, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above-provided and an attorneys' fee to be fixed by the court together with the costs of the action.

Section 8. Subordination of the Lien to Mortgagees' Rights. The lien of all assessments is subordinate to the lien of any first mortgage to an Institutional Lender used to acquire a portion of the Property ("institutional first mortgagee") or purchase money mortgage now or hereafter placed upon any portion of the Property subject to assessment prior to the recording in the public records of a notice stating the amount of the unpaid assessment attributable to such Property; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, including a sale or transfer of such Property pursuant to a deed in lieu of foreclosure. Such sale or transfer shall not relieve such Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. An institutional or purchase money first mortgagee, upon written request, shall be entitled to written notification from the Association of any default of the Owner of any obligation hereunder which is not cured within 60 days.

Section 9. Exempt Property. The following portions of Property are exempt from the assessments, charges and liens created herein: (a) all properties, to the extent of any easement or other interest therein dedicated or deeded and accepted by a public authority and devoted to public use, including the CDD; (b) all Common Property and any improvements thereon; and (c) any property not designated as Residential Property or a Residential Unit.

Section 10. No Diminution or Abatement. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it, or for convenience or discomfort arising from any other action.

Section 11. Assessments by CDD. Every Owner is subject to such assessments as may be levied by the CDD. Assessments of the CDD are in addition to, and not in lieu of, assessments of the Association.

ARTICLE VII. EASEMENTS

Section 1. Appurtenant Easements. Declarant grants to all Owners, and subject to this Declaration and the rules promulgated by the CDD, as owner of any Common Property, a perpetual nonexclusive easement for ingress and egress over, across and through all Common

Property owned by the Association, such use and enjoyment to be shared in common with the other Owners as well as the guests, lessees and invitees of Declarant.

Section 2. Utility Easement. Declarant reserves to itself a perpetual easement upon, over, under and across the Property for the purpose of maintaining, installing, repairing, altering and operating irrigation lines, sewer lines, water lines, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, siphons, valves, gates, pipelines, telephone, fiberoptic and cable television service, electronic security systems and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and services servicing the Property and the Common Property. All such easements shall be of a size, width and location as Declarant, in its discretion, deems best, but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 3. Declarant Easement. Declarant hereby reserves to itself and to such other persons as Declarant may from time to time designate, a perpetual easement, privilege and right in and to, over, under, on and across the Common Property for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access and use do not unnecessarily interfere with the reasonable use and enjoyment of these properties and facilities by the Members.

Section 4. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to suspend the rights and easements of enjoyment of any Owner or an Owner's tenants, guests or invitees, or both, for any period during which any assessment remains unpaid, and for any period, not to exceed 60 days, for any infraction of its published rules and regulation, it being understood that any suspension for either nonpayment of any assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment. With respect to suspensions for infractions of the published rules and regulations of the Association, the following restrictions shall apply: (A) suspension may not be imposed without notice of at least 14 days to the person sought to be suspended and an opportunity for a hearing before a committee (the "Violations Committee") of at least three Owners appointed by the Board who are not officers or Directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, Director or employee; and (B) if the Violations Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

Section 5. Platted Easements. Easements for drainage and for installation and maintenance of utilities are reserved as shown on the Plats. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may impede the flow of water through drainage channels in the easements or otherwise affect the utilities therein. All banks, swales, and berms constituting a part of any Lake, and any swales and drainage canals located within the Property, must remain undisturbed and properly maintained in order to perform their functions. Any easement area on a Lot within it shall be maintained continuously by its Owner, except for those improvements for which a public authority or utilities company is responsible. Within the areas encompassed by platted easements, there shall be no structures, fences, trees, or objects which impair or block, permanently or temporarily, the ability of the CDD to have free and unencumbered access to drainage facilities or platted Conservation Areas abutting the easements, so that the CDD will have regular periodic access

to such facilities in the areas and sufficient area in which to conduct maintenance activities. The CDD shall have access to all drainage and platted Conservation Areas for purposes of operation and maintenance thereof, and shall not be held liable for any damage to or removal of any Owner's sod or other plantings caused by such operation and maintenance activities.

Section 6. Lake Access and Maintenance. Declarant reserves for itself, and grants to the CDD, easements for drainage and for Lake access and maintenance as shown on Plats or as otherwise granted to provide for drainage and access to any abutting Lakes or canals for maintenance. The lake access and maintenance easements shall remain free of obstructions at all times. Declarant grants to the CDD the full unrestricted right of access upon any property as shown on the Plats to the extent required for access to and for maintenance of the Lakes within the Property, and for any temporary overflow of Lake waters.

Section 7. Easements for Cross-Drainage. Every Residential Unit, and the Common Property shall be burdened with easements for natural drainage of stormwater runoff from other portions of the Property as shown on the master drainage plan included as part of the Site Development Plan. No Owner or other person shall alter the drainage on any Lot or Residential Unit so as to materially increase the drainage of stormwater onto adjacent property unless such person has obtained the consent of the Owner of the affected property and of all applicable governmental authorities (to the extent such consent is required by those authorities), and the drainage must be consistent with the master drainage plan included in the Site Development Plan.

Section 8. Right of Entry. In addition to the easements described herein, Declarant, the CDD, and the Association are hereby granted a right of entry onto each Residential Unit (but not inside a dwelling thereon), whether improved or unimproved, for any purpose reasonably related to the performance of any duty imposed, or the exercise of any right granted by, this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any dwelling shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to court order or other authority granted by law.

Section 9. Benefits. All easements reserved for the benefit of Declarant shall also be for the benefit of the CDD and the Association, as applicable. Such easements are intended to supplement, not replace, the easements shown on the Plats and shall be construed as complementary to any such platted easements.

ARTICLE VIII. USE OF PROPERTY

Section 1. Protective Covenants. In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are applicable to the Property.

A. Limitations. Nothing shall be constructed, planted or placed on any portion of the Property in such a position (subsequent to the initial construction of improvements on the Property by Declarant) so as to create a hazard upon or block the vision of motorists upon any of the streets. No improvement, modification, or alteration of an improvement shall interfere with those easements or other rights set forth in this Declaration.

B. Building Restrictions. All buildings and improvements on the Property shall comply with the provisions of the Design Guidelines and must have received prior written approval from the DRC authorizing the construction of the same. Only one dwelling may be

constructed on each Lot. The minimum square footage of each dwelling shall be as set forth in the Design Guidelines. Any dwelling constructed shall be in accordance with the front, side, and rear yard setback requirements contained in the Design Guidelines. No structural or non-structural exterior alterations shall be permitted without written permission of the DRC.

C. Service Yards. All garbage receptacles, fuel tanks, gas and electric meters, air conditioning and pool equipment and materials, supplies and other equipment which are placed or stored outside must be placed or stored in such a way to conceal them from view from streets and adjacent properties and are subject to rules adopted by the DRC.

D. Solar Heating Equipment. Solar heating equipment may not be installed or mounted without the prior written consent of the DRC. Additionally, solar heating equipment will not be permitted on the ground and will not be permitted on roof areas that constitute part of the front elevation of the improvement.

E. Residential Use. All Residential Units shall be used for single family purposes. the term "single family" shall be defined as (i) a maximum of two unrelated persons living together as a single housekeeping unit, sharing kitchen and bedroom facilities; and (ii) more than one person, at least two of whom must be related to each other by blood, marriage or legal adoption. No more than six persons shall be considered a single family, unless at least 4 of them are related by blood, marriage or adoption.

No trade, business, or profession of any kind may be conducted within the Property, except for the business of Declarant and Builders in developing the Property, and except that an Owner or occupant residing in a Residential Unit may conduct business activities within such Residential Unit so long as: (i) the activity is not apparent or detectable by sight, sound, or smell from outside the Residential Unit; (ii) the activity conforms to all zoning requirements for the Residential Unit; (iii) the activity does not involve regular visitation by suppliers or business invitees, or door-to-door solicitation of Owners; and (iv) the activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property. The following non-residential uses are specifically prohibited: (a) group homes, including group homes that are run as a business; (b) half-way houses; (c) assisted living facilities; (d) boarding houses; (e) fraternity houses; and (f) in-home day care businesses.

F. Nuisances. No portion of the Property shall be used for the storage of any item that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the senses; nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Property.

G. Unlawful or Offensive Use. No immoral, improper, offensive or unlawful use shall be made of the Property. All applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

H. Insurance. Nothing shall be done or kept on any part of the Property which will increase the rate of insurance for the Association or the CDD. No Owner shall permit anything to be done or kept in or on the Property which will result in the cancellation of insurance on any Common Property, or which would be in violation of any law.

I. Pets. No animals, livestock, or poultry may be kept, raised, or bred on any of the Property, except that customary household pets such as cats, dogs, pet birds, and fish may be kept subject to the provisions herein. Only two dogs shall be permitted per Owner. The following shall apply with regard to any pet which is allowed to be kept on the Property:

1. Cats and dogs must be kept on a leash at all times unless kept in an enclosed area.

2. All pet excrement must be removed immediately from the Property, including, but not limited to, lawns, walks, driveways, and parking areas, Common Property and Recreational Areas.

3. Pets which create continuous and repeated excessive noise, emit obnoxious odors, create unsafe or unhealthy living conditions, or other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of day or night are prohibited. Any Owner of a pet who is the subject of two verified complaints shall permanently remove the pet from the Property upon notice by the Association. A verified complaint is a complaint signed by a complaining party before a notary public and determined by the Violations Committee to be a true and valid basis for requiring the removal of the pet.

J. Signs. Signs and banners are prohibited, and this includes garage sale signs and security signs, except for those promotional signs erected by the CDD, Declarant, and by any Builder which shall be erected, maintained and removed subject to compliance with the Pasco County Sign Ordinance then in effect and with rules promulgated by Declarant and the Association. Notwithstanding the foregoing, Owners may erect and display: (a) one "for sale" or one "for rent" or one "open house" sign within the front yard area of their Property so long as such sign is not in areas subject to screen planting easements, is not placed between the sidewalks and the curb of a street, and is in compliance with the Pasco County Sign Ordinance then in effect and in no instance larger than 2' x 3'; (b) political signs meeting the foregoing criteria for "for sale" signs for 2 weeks prior to an election which must be removed on the day after the election. The Board, Declarant or CDD shall have the right to erect signs as it, in its discretion deems appropriate including the right of the CDD to display on any Common Property signs for community garage sales.

K. Flags and Flagpoles. Flags and flagpoles may be erected and maintained in accordance with Section 720.304(2), Florida Statutes. All such flags must be in good condition and not faded or shredded.

L. Parking and Garages. All vehicles shall be kept inside garages, except that vehicles may be parked on the driveway. Vehicles parked on driveways shall not block sidewalks. Garage doors shall be kept closed except when vehicles are entering or exiting. Vehicles, (as defined in rules and regulations promulgated by the DRC) tractors, mobile homes, recreational vehicles of all types, trailers of all types (either with or without wheels), campers, camper trailers, boats and other water craft, all-terrain vehicles, and boat, and recreational vehicle trailers shall be kept only in garages. No inoperable vehicles of any kind and no passenger vehicles or other vehicles not currently licensed shall be parked or stored within the

Property. No vehicles shall be repaired or rebuilt anywhere within the Property other than within a garage of a Residential Unit. No vehicles owned or leased by any Owner displaying signs or advertising of any nature shall be permitted to be parked in a driveway of a Residential Unit, or within the Property, unless such vehicles are kept inside the garage when not in use. This provision shall not prohibit the parking of marked or unmarked law enforcement vehicles in a driveway (i.e., squad cars) which are assigned to a sworn law enforcement officer who is an Owner. Vehicles parked at any residence must be parked completely inside of a garage or completely on the driveway of a residence. No vehicle or portion of any vehicle may be parked in such a manner such that the vehicle or any part of it is located on any area of lawn or other landscaped or sodded portion of a Lot or the Property. The DRC shall have the right to grant variances from the foregoing restrictions in cases of hardship which variance shall be granted upon such terms and conditions and for such duration as the DRC may determine to be appropriate. Variances shall not inure to the benefit of subsequent Owners of the Residential Unit. The foregoing restrictions do not apply to the parking of construction vehicles and trailers during construction on the Property so long as such vehicles and trailers are parked in accordance with the Association's construction and parking regulations. Parking on the Common Property shall only be permitted in designated parking spaces or areas.

M. Antennas, Other Devices. Towers, antennas, or other apparati for the transmission or reception of television, radio, satellite or other signals shall not be installed or mounted without the prior written consent of the DRC and if there exist special circumstances requiring the installation or mounting in a specific location, those special circumstances must be substantiated by the manufacturer or installer of the apparati and submitted to the DRC. However, consistent with rules and regulations mandated by the Federal Communications Commission the foregoing does not prohibit (i) antennas for the reception of television broadcast signals which do not extend more than 10 feet above the top roof ridge (although internal antennas are strongly recommended by the Association) and (ii) direct broadcast satellite receiving discs or dishes no larger than 1 meter in diameter provided that such over-the-air reception devices are installed or mounted in compliance with all conditions established by the DRC pertaining to the location, screening and manner of installation of such devices and provided that such conditions do not cause unreasonable cost or delay and do not preclude reception of an acceptable quality signal. In no event shall free-standing transmission or receiving towers which support satellite dishes larger than 1 meter in diameter or non-standard television antennae be permitted within the Property.

N. Air Conditioners. Air conditioning units shall be shielded and hidden so that they are not readily visible from the Common Property or adjacent parcels, and streets. No window or through-wall air conditioning units shall be installed except as approved by the DRC.

O. Temporary and Accessory Structures. All accessory structures, such as basketball, soccer, or baseball equipment, playsets, trampolines cabanas, are permitted only if approved by the DRC and in accordance with rules promulgated by the DRC. All accessory structures such as tents, gazebos, trailers, shacks, barns, sheds or other outbuildings or free-standing structures of a temporary character are prohibited. Detached garages are permitted only if approved by the DRC and in accordance with rules promulgated by the DRC. Pod units are permitted only in accordance with rules promulgated by the DRC.

P. Water Supply and Sewerage. Septic tanks and wells for potable water are prohibited. No irrigation wells shall be installed without the approval all applicable government agencies. Any part of an irrigation well that is above ground must be shielded from view by landscaping. Should re-claimed water be made available for irrigation purposes,

Owners must connect to the re-claimed water system and use the re-claimed water for irrigation.

Q. Soliciting. Solicitation is prohibited within the Property except that solicitation may be permitted on the Common Property in accordance with the rules, regulations, and policies adopted by the CDD.

R. Maintenance. Residential Property visible from other Residential Units, the streets or from any Common Areas shall be properly maintained and kept in an orderly condition so as not to detract from the neat appearance of the Property. Declarant or the Association may have any objectionable items removed so as to restore its orderly appearance, without liability therefor, and charge the Owner for any costs incurred in the process.

S. Trees. No trees greater than 4" in diameter at breast height shall be cut or removed without approval of the DRC.

T. Mailboxes. Builders, Owners, and the CDD shall provide, install and maintain mailboxes only as approved in writing by the DRC. Mailboxes are to be used for the sending and receipt of items through the United States Postal System only and may not be used to deliver flyers or other non-United States Postal System delivered items. Stickers and other items are not to be placed on mailboxes.

U. Water Craft. No water craft of any kind, powered or non-powered, may be used on any Lake or body of water on the Property without the prior approval of Declarant or the CDD. No Owner may store or park a boat, other water craft and/or boat trailer within a parcel, except within a fully-enclosed garage. In all other instances, boats and boat trailers shall not be stored or parked within the Property. Docks, davits, ramps, outbuildings, or any structure designed for the use of a boat or water craft near or in any Lake or other body of water are expressly prohibited.

V. Fences and Walls. Chain link fences are prohibited on any Residential Property. No other fences or walls shall be erected on the Property without approval by the DRC. Notwithstanding the foregoing, silt fences shall be installed by Builders as required by Declarant or any governmental agency, authority or body.

W. Clotheslines. The installation of clothes lines and clothes poles is permitted so long as they are landscaped or fenced (as approved by the DRC in writing) so as to not be visible from the street or any adjacent Residential Units.

X. Pools and Spas. If a pool is to be enclosed by a screened enclosure, it must be by one of uniform color and material that is approved by the DRC. Mill-finish aluminum is not permitted. A pool may be fenced, must meet local ordinances and have received the prior written approval of the DRC. No aluminum roofing or sheet metal panels are permitted. Landscaping must be incorporated to help modulate and soften the overall appearance of any screened enclosure and fencing. All pool and spa equipment shall be screened so as not to be visible from any street, Common Area or adjacent property.

Pool enclosures may not exceed one story without prior DRC approval. Above-ground swimming pools are prohibited. The foregoing does not apply to outdoor spas and hot tubs included with a deck or patio and which are screened from view and installed with the prior approval of the DRC.

Y. Irrigation. All Lots shall install and maintain an underground, fully automatic, irrigation system, unless local governmental agencies preclude the same. An irrigation plan must be submitted to the DRC for review and approval. The plan shall indicate the location, type and size of water meter, backflow prevention device, automatic and manual valves, valve boxes, spray heads, rotor heads, mainline piping, lateral zone piping with sizes indicated, time clock, automatic rain sensor/shut-off device, sleeves, wiring, etc. for coverage of all landscape materials and turf areas.

Z. Declarant's Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors and assigns to maintain and carry on such activities as may be reasonably required, convenient or incidental to the completion, improvement and sale or the developing of parcels, including, without limitation, the installation and operation of sales and construction offices, signs and model dwellings. The location of any construction offices shall be subject to Declarant's control. Further, Builder shall be permitted to maintain and carry on such activities as may be reasonably required, convenient or incidental to the completion, improvement and sale or the developing of parcels purchased with the Property, including, without limitation, the installation and operation of sale and construction offices, signs and model dwellings provided that the prior written consent of Declarant is obtained and subject to such additional agreements of Declarant may require, including but not limited to model home agreements, wash-out lot licenses, and parking lot licenses.

AA. Delivery and Construction Hours. Construction activities and delivery of construction materials are permitted only between the hours of (i) 7:00 a.m. and 7:00 p.m. Monday through Friday; and (ii) 9:00 a.m. and 5:00 p.m. on Saturdays. No construction activities or delivery of construction materials are permitted on any Sunday or federally-recognized holiday.

BB. Outside Lighting. Except as may be installed initially by Declarant, no spotlights, flood lights, or similar high intensity lighting shall be placed or utilized upon any Residential Unit which in any way will allow light to be reflected on any other Residential Unit or the improvements thereon or upon any Common Property, without the written authorization of the Association. Other types of low intensity lighting which do not disturb the Members or other occupants of the Property shall be allowed. No colored light source of any kind shall be permitted except for seasonal lighting which is temporary in nature and removed within 14 days after the end of the applicable season.

CC. Window Treatments. Window treatments shall be compatible with the exterior design and color of the dwelling in which they are installed. Materials that are not specifically designed to be window treatments such as sheets and flags are specifically prohibited.

DD. Leasing. No Owner shall lease less than an entire Residential Unit or lease such Residential Unit for a period of less than 12 months. Subleasing is specifically prohibited. Any Owner leasing a Residential Unit must provide to the Association the name of the tenant and of all others residing with the tenant within 10 days of leasing the Residential Unit. Leasing is limited to a single family as described in Section E.

EE. Owner's Insurance. Each Owner shall carry blanket "all-risk" property insurance on such Owner's property and structures thereon, providing for replacement cost

coverage (less a reasonable deductible). Each Owner agrees that in the event of damage to or destruction of structures on or comprising a Residential Unit, such Owner shall proceed to repair or to reconstruct such structures within 12 months after such damage or destruction, in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration.

FF. Subdivision. No Residential Unit shall be further subdivided except upon express written consent of Declarant so long as Declarant owns any part of the Property, and thereafter, with the consent of the Board, and in accordance with subdivision regulations of Pasco County, as applicable.

GG. General Restrictions on Common Property. No Owner shall obstruct any part of the Common Property, nor keep or store anything on the Common Property. No person other than Declarant or the CDD, or their appointed agents, may alter, construct upon, or remove anything from the Common Property. All uses and activities upon or about the Common Property are subject to the rules, regulations, and policies of Declarant and the CDD.

HH. Protection of Environmentally Sensitive Lands. The following restrictions are promulgated by SWFWMD:

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, Brooksville Regulation Department. The Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Brooksville Service Office, Surface Water Regulation Manager.

No Owner shall dump or place silt or other substance or material such as landfill, trash, waste or unsightly or offensive materials; remove or destroy trees, shrubs or other vegetation; excavate, dredge or remove loam, peat, gravel, soil, rock or other material in such manner as to affect the surface area; make any use of the surface that does not allow it or any water or conservation area to remain predominantly in its natural condition or make any use that is detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish or wild life preservation, or to any aspects of any of the Property having historical, archaeological or cultural significance.

No Owner may fill, excavate, clear, mow, plant, or in any other way disturb the areas designated as conservation areas or conservation easements, wetland buffers, wetland mitigation, or upland preservation which are directly adjacent to their property.

II. Compliance with Surface Water Management System. 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).

JJ. Severe Storm Weather. At the threat of severe storm weather, Owners are encouraged to protect their properties. The following restriction is applicable to temporary measures taken to protect properties:

a. Storm shutters, plywood, tape, or other protection devices to protect windows and glass doors may be applied no sooner than 2 days before an impending arrival of such severe storm based on the projected arrival time of such severe storm by the National Weather Service or Hurricane Center. Such protective devices must be removed within 5 days after the severe storm or threat thereof has passed, or been removed, as applicable.

KK. Drones.

1. No drone shall be flown or operated within the Property without the prior written approval of the Board as outlined below.

(a) "Drone" shall mean any remotely-controlled or operated device or object that has the ability to fly, appear to fly, hover, change direction, or remain in midair longer than a merely free-falling, launched, projected, struck, or thrown object. A device or object is a "drone" even if the operator loses control over it; the device or object malfunctions during operation; the device or object loses the ability to fly, or otherwise does not react to the operator's command after take-off, launch or projection.

(b) "Flown or operated," as used above, refers to the location of the drone itself, regardless of the operator's location during operation.

(c) Indoor operation or operation within a screened-in structure does not require prior approval by the Board so long as the drone remains therein and does not violate subsection 3 below.

2. No drone shall enter any Lot without the Lot owner's express permission.

(a) "Enter and Lot" includes, but is not limited to, crossing the property line or boundary at any height or altitude, whether or not, the drone touches the ground or any other object, person or structure on the Lot.

(b) The Association shall not be liable for any damage caused by any approved or unapproved drone use.

(c) Owners are jointly and severally liable for any damage caused by drones or other devices operated by themselves, their guests, their tenants, or their tenants' guests, regardless of whether permission is granted by the Board.

(d) "Damage" includes physical harm to persons and property, and any other damages resulting from the operation of a drone, including but not limited to any trespass damages, emotional or reputational damage caused by an invasion of privacy, harassment, or any other tort or crime committed by means of the drone.

3. No drone shall photograph or video any person or property of a person or portion of a Lot unless the operator of the drone obtains the express permission of the person so photographed or videoed. This applies to any drone regardless of whether it enters the Lot it so photographs or videos.

(a) For purposes of this section, "photograph or video" means capturing any image, whether or not the image is still moving, infrared, x-ray, digital, or otherwise, and whether or not the image is stored, recorded, printed, saved, streamed, broadcasted, or viewed.

4. Owners seeking approval must submit a request for permission to the Board. Non-Owners seeking approval must have the sponsorship of an Owner to sign the request in addition to the Non-Owner.

(a) All requests must be in writing and specify the date, time, and location that the drone is intended to be operated, the person or persons who will be operating the drone, the address or addresses of the person or persons who will be operating the drone, if the drone operator differs from the Owner, the name and address of the sponsoring Owner shall also be required on the request, and a description of the purpose for the use of the drone.

(b) Requests shall indicate whether photographs, videos, images, sound recordings, or any other recording or imaging will be taken by means of the operation of the drone.

(c) Each request will be reviewed by the Board. The Board has the sole discretion to grant or deny the request and the Board has the sole discretion to determine whether a use of the drone deviated from the approved request and whether such deviation is a violation of this Section that warrants the enforcement action described in this Declaration.

ARTICLE IX. DESIGN CRITERIA AND REVIEW AND SPECIAL RULES APPLICABLE TO CONSTRUCTION

Section 1. Purpose. To preserve the natural beauty, protect sensitive portions and assure that construction of improvements upon the Property shall be in harmony with the natural aesthetics of the site the DRC is established.

Section 2. Design Review Committee. The duties, powers and responsibilities of the DRC are as follows.

A. Initial DRC. Declarant shall initially establish the DRC, which shall be constituted of not less than 3 persons. At such time as Declarant shall have completed its review and approval for all plans, specifications, colors, elevations, layout, and building materials, for initial construction by all Builders to whom Declarant has agreed to sell Lots, or earlier at Declarant's option, Declarant shall turn over the control of the DRC to the Association.

B. Construction Subject to Design Review. No construction, modification, alteration or other improvement (which term specifically includes landscaping) of any nature whatsoever, except interior alterations not affecting the external structure or appearance, shall be undertaken on any Residential Unit or any of the Property unless and until the plans and

specifications for the same have been approved in writing by the DRC. Modifications subject to such approval specifically include, but are not limited to the following: painting or other alteration of a building (including doors, windows and roof); installation of solar panels or other energy-generating devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences; addition of awnings, shutters, gates, flower boxes, shelves, statues or other outdoor ornamentation; installation of patterned or brightly colored internal window treatment; any alteration of the landscaping or topography of the parcel; planting or removal of plants; the creation of any pond or swale or similar features of the landscape. This Article shall not apply to the Property owned by Declarant while it is being developed by Declarant in accordance with an approved site plan.

C. Design Review Procedures.

1. Declarant has established Design Guidelines for all construction, other improvements and landscaping and uniform procedures for the review of applications submitted to it. These Design Guidelines may be modified from time to time. The Initial Design Guidelines are attached hereto as Exhibit "D" and are by this reference incorporated herein.

2. The plans submitted to the DRC shall conform to the Design Guidelines and shall include:

- (a) 2 reproducible copies of the construction and site plans and specifications, including all proposed landscaping;
- (b) an elevation or rendering of all proposed improvements;
- (c) a survey showing the following:
 - (i) the type and the locations of all trees in excess of 4" in diameter at breast height; and
 - (ii) such other information or samples as the DRC may reasonably require.

One copy of the plans shall be retained in the records of the DRC and one shall be returned to the Owner marked "approved" or "disapproved."

D. The DRC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. All decisions of the DRC shall be provided to Declarant or to the Board (as applicable). Any party aggrieved by a decision of a DRC shall have the right to make a written request to Declarant or to the Board within 30 days of such decision, for review. The determination of Declarant or Board upon reviewing any such decision shall in all events be dispositive. The DRC in accepting or reviewing any plans and specifications shall not have or undertake any responsibility or liability for the quality of design or construction.

E. If any improvement requiring approval is changed, modified or altered without prior approval of the DRC of such change, modification or alteration and the plans and specifications therefor, if any, then the Owner shall upon demand cause the improvement to be restored to comply with the plans and specifications originally approved by the DRC, and shall

bear all costs and expenses of such restoration, including costs and expenses of such restoration, attorneys' fees and costs.

F. All improvements for which approval of the DRC is required shall be completed within a reasonable time from the date of commencement or within the time set by the DRC in the event that the approval is so conditioned.

G. The DRC shall in all cases have the right to determine and designate building set back lines necessary to conform to the general plan of the land where those lines are not set in the graphics of the Design Guidelines.

H. In the event the DRC shall fail to approve or disapprove the plans and specifications submitted in final and complete form within 45 days after written request together with all necessary supporting plans, specifications or information is delivered to the DRC by the Owner, then such approval of the DRC shall not be required; provided, however, that no improvements shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

I. There is specifically reserved unto the DRC, the right of entry and inspection upon any Residential Unit or Residential Property for the purpose of determination by the DRC whether there exists any construction of any improvement which violates the approval of the DRC or the terms of the Governing Documents. The DRC is empowered to enforce this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and attorneys', paralegals', legal assistants', and expert witnesses' fees in connection therewith. The Association shall indemnify and hold harmless the DRC and its members from all costs, expenses and liabilities including attorneys' fees incurred by any member's service as a member of the DRC.

J. Declarant may delegate any or all of its powers under this Article to the DRC.

K. The DRC may impose reasonable fees and charges to enable it to carry out its functions.

L. Notwithstanding the foregoing, to the extent that Builder has a contract with Declarant with respect to a portion of the Property and such contract requires approval of Declarant with respect to all matters addressed herein, Declarant will cause the DRC to provide the required approvals (provided that Builder follows all of the conditions for approval and submits all required documentation required by Declaration).

Section 3. Special Rules Applicable to Construction.

A. Permit Fees, Utilities, Mobility, and Impact Fees. Any Builder constructing a home on a Lot within Chapel Crossings shall be responsible for all fees and charges arising from the construction on and development of such Lot, including, but not limited to: all permit fees, re-use, tap-on and installation charges; all other fees costs and expenses related to obtaining water, sanitary sewer, solid waste and other utility services for the Lot; all

mobility and impact fees, including but not limited to, transportation, water, sewer, solid waste, reclaimed water, schools, parks, libraries, fire combat, fire rescue, and hurricane mitigation.

Impact and mobility fees may increase from time to time. Prior to applying for any permit for construction of a Lot, Builder must purchase from the Master Developer or from CKB Development LLC, any mobility or impact fee credits the Master Developer or CKB Development LLC have received from the County. Mobility fee credits may not be used for the transit portion of the mobility fee or the mobility fee administration fee, which fees must be paid directly by Builder to the County. The Master Developer or CKB Development LLC, shall sell such mobility and impact fee credits at the County's then-current mobility/impact fee rates. If the mobility or impact fees increase after the purchase of the same by Builder from the Master Developer or CKB Development LLC, the Builder shall pay the amount of the increase to the County.

Notwithstanding anything in the foregoing to the contrary, should the Master Developer give notification that neither it nor CKB Development LLC have mobility or impact fee credits from the County, then such mobility or impact fees shall be paid by Builder directly to the County and Builder shall promptly provide the Master Developer with written evidence of such payment. Should the cost of the impact fees related to water, sewer and/or reclaimed water be in excess of the cost of the same as purchased from the Master Developer or CKB Development LLC, Builder shall pay such increase directly to the County and provide Master Developer with evidence of such payment.

Section 4. Landscaping.

All initial landscaping on a Lot must be installed by a professional landscaper in accordance with plans approved by the DRC and Declarant (with Declarant causing the DRC to approve) provided that Builder follows all of the conditions for approval and submits all required documentation required by Declaration. All such landscaping must be completed prior to the occupancy of the home built on the Lot.

Section 5. Construction Requirements.

A. Insurance. Prior to undertaking any construction activities on the Lot, Builder, and its contractors, must each obtain a public liability insurance policy in the amount of \$2,000,000.00, covering all losses, damages and claims arising out of occupation, use of, activities on and ownership of any of the Lots within Chapel Crossings, including property damage, bodily injury and death during construction. The policies shall name Builder and the Master Developer, the Association and the CDD as additional insureds. Certificates evidencing such insurance must be provided to the Master Developer, the Association and the CDD prior to the commencement of any activity on the Lots, including, clearing, and such insurance shall remain in effect until all such construction on the Lots are complete.

B. Builder Responsibility. Builder shall accept the responsibility for ensuring that each of its contractors, subcontractors, material men, and Material Deliverymen (collectively, "Builder Parties") comply with the terms of this Declaration and the Governing Documents.

In the event of any violation of any of the foregoing by Builder, or any of the Builder Parties which is not cured within 30 days of the notice of the violation by Master Developer to Builder, the Master Developer shall have the rights to remove or cure the violation

and charge any costs incurred against Builder's Construction/Maintenance Deposit, as that term is defined below, and to prohibit the violator from performing further services on or about the Lots.

C. Simultaneous Activity. Each Builder constructing improvements within the Property acknowledges that others may be simultaneously undertaking construction and marketing activities within the Property. Each Builder agrees to refrain from interfering with or hindering the construction and marketing activities of others within the Property.

Section 6. Maintenance of Lots During Construction.

A. Each Builder shall maintain the Lots it is improving in a neat and orderly condition throughout construction and to keep the Lots and improvements in good condition. Each Builder shall collect trash and construction debris on a daily basis and shall not allow trash and construction debris to accumulate. Each Builder shall install a 20-yard dumpster on each Lot it is improving during construction. Builder shall cause the dumpster to be emptied before its contents reach the top. Each Builder agrees that all construction materials shall be stored in compliance with all of the Governing Documents. Each Builder agrees to keep all streets, roadways, easements, swales, storm systems, including but not limited to storm inlets and pipes, and other land within and adjacent to the Property free and clear of mud, dirt, debris, trash and construction materials associated with Builder's activities on the Lot. Each Builder shall use its best efforts to avoid altering and damaging any improvements within the Property. Each Builder hereby accepts for responsibility for the costs of any and all maintenance and repair necessitated by Builder's activities and those of the Builder's Parties within the Property.

B. Construction/Maintenance Deposit. To ensure compliance by Builder with its obligations hereunder, prior to commencing any activity on any Lot, each Builder shall pay to the Master Developer a Construction/Maintenance Deposit in an amount as determined by the Master Developer. The Construction/Maintenance Deposit shall be held by the Master Developer until the construction on the improvements on all Lots have been completed. Construction shall not be deemed completed until all approved landscaping and the sidewalks have been installed, the improvements have been completed in accordance with the plans and specification approved in writing by the DRC, and a certificate of occupancy for the improvements has been issued by the applicable governmental authority. After inspection of the Lots by the Master Developer and its determination that Builder has complied with its obligations hereunder, the Construction/Maintenance Deposit shall be returned to Builder.

C. Draws upon the Construction/Maintenance Deposit. The Master Developer may draw upon the Construction/Maintenance Deposit as it deems necessary, to cover the costs to repair damage or to cure violations not repaired or cured by Builder. If any portion of the Construction/Maintenance Deposit is drawn upon, Builder shall within 15 days of written demand replenish the Construction/Maintenance Deposit to its initial sum.

Section 7. Declaration by Master Developer.

The Master Developer may delegate any of its authority under this Article to the DRC or to the Association. Further, in the event the Master Developer no longer owns any property within the Property, the authority of the Master Developer under this Article shall automatically be transferred to the Association.

ARTICLE X. ENFORCEMENT OF RULES AND REGULATIONS

Section 1. Compliance. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules, regulations, and policies adopted by Declarant, the CDD or the Association.

Section 2. Enforcement. Failure to comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys', paralegals', legal assistants', and expert witnesses' fees incurred in bringing such actions, and if necessary, costs and attorneys', paralegals', legal assistants', and expert witnesses' fees for appellate review and in any bankruptcy proceedings, including proceedings to lift automatic stays. In addition to the enforcement power set forth above, Declarant, the CDD or the Association may take emergency action to enforce its rules and regulations where such action is necessary to protect the health and welfare of the Owners or people or property elsewhere in the Property or in close proximity thereto. The Association may find that there exists any emergency relating to the appearance or condition of any portion of the Property and issue a notice requiring the affected persons to attend a hearing on short notice (but no shorter than 48 hours) concerning the condition, unless it shall be remedied sooner than that time. If such remedy shall not have occurred at the time of a hearing then the Board may take such enforcement action as it deems necessary to abate or remedy the condition. The Board and its agents shall have the power and right to enter onto any portion of the Property to take such action without liability for trespass. The Association may accept responsibility from the CDD to enforce any rules, regulations and policies adopted by the CDD.

Section 3. Fines. In addition to all other remedies, the Board may impose, in its sole discretion, a fine or fines, not to exceed \$100.00 per violation per day (if a continuing violation, not to exceed \$1,000.00 in the aggregate) upon an Owner for failure of such Owner, his family guests, invitees, tenants or employees to comply with any covenant, restriction, rule or regulation, contained herein, or in the Governing Documents, provided the following procedures are adhered to:

A. Notice. The Association shall notify the Owner of the infraction or infractions at least 14 days prior to a hearing before the Violations Committee. Included in the notice shall be the date and time of the Violations Committee meeting at which time the Owner shall present reasons why any penalty should not be imposed.

B. Hearing. The noncompliance shall be presented to the Violations Committee after which the Violations Committee shall hear reasons why penalties should not be imposed. If the Violations Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. A written decision of the Violations Committee shall be submitted to the Owner by not later than 21 days after the Board's meeting.

C. Appeal. Any person aggrieved by the decision of the Violations Committee may, upon written request to the Violations Committee filed within 7 days of the Violations Committee's decision, file an appeal. An appeals committee will be appointed by the Board within 7 days of the request and shall consist of 3 non-interested Owners. The appeals committee will meet and file a written determination of the matter and serve copies on both the Violations Committee and the aggrieved person. In no case shall the appeals committee's findings be binding on either party; however, the Violations Committee may elect to review its decision in light of the findings of the appeals committee.

D. Payment of Fines. Fines not paid within 30 days after notice of the imposition of the fine shall bear interest thereafter at the highest rate allowance by law until paid.

E. Collection of Fines. Fines shall be treated as an assessment otherwise due to the Association, except however a fine shall not become a lien against the Owner's Residential Unit and/or Lot.

F. Application of Fines. All monies received from fines shall be allocated as directed by the Board.

G. Nonexclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Member shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

H. Non-Applicability to Failure to Pay Assessments. The notice and hearing requirement of this Article do not apply to the imposition of suspensions upon any Owner to pay assessments or other charges when due.

ARTICLE XI. COVENANTS FOR MAINTENANCE; SECURITY

Section 1. Maintenance. Each Owner shall keep such Owner's property and all improvements in good order and repair, including but not limited to, seeding, watering, and mowing of all lawns, pruning and cutting of all trees and shrubbery, replacement of dead, diseased or destroyed landscaping materials with plant material of equal quality and size, and the painting (or other appropriate external care) of all improvements and external appurtenances, all in a manner and with such frequency as is consistent with good property management. Responsibility for maintaining the landscaping shall also include maintaining street trees, sidewalks and any landscaped area within a right-of-way which is adjacent to and contiguous with the Residential Unit and/or Lot. In no event shall the County be responsible for maintaining street trees, sidewalks, or any landscaped area within a right-of-way which is adjacent to and contiguous with a Residential Unit and/or Lot. Declarant and the Association have the power, but not the obligation, to adopt minimum maintenance standards in connection with each Residential Unit and/or Lot and the improvements located thereon. Such standards shall be in addition to those obligations as stated in this Article and may be amended from time to time by the Declarant or the Association. Declarant and the Association shall have the right (but not the obligation), through its agents and employees, to enter upon the Property in question and to repair, maintain, repaint and restore the Residential Unit and/or Lot to good order and repair all without liability or responsibility for trespass or injury to property in the course of performing the acts set forth in this Article upon failure of an Owner to do so; provided, however, Declarant or the Association (as the case may be) shall first have given the Owner 72 hours' notice of the failure to comply and the Owner shall have failed to cure such non-compliance. The cost of such restoration shall be assessed as an individual lot assessment and be a binding, personal obligation of the Owner, as well as a lien (enforceable in the same manner as any other assessment provided for herein) upon the parcel in question.

Section 2. Lake Area Maintenance. Certain portions of the Property are located adjacent to Lakes or other water bodies. The CDD shall have the responsibility of sodding and mowing the land area located between the top banks of the Lakes and other water bodies and

the littoral zones and/or the banks and/or water's edge of the Lake. In no event shall the County be responsible for any maintenance whatsoever on the area from the rear of a property line of a Lot to the littoral zone of a Lake. Removal of native vegetation (including cattails) that becomes established within the wet detention ponds abutting any property line of a Lot is prohibited. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp.

Section 3. Notices and Disclaimers as to Water Bodies. Neither Declarant, the CDD, nor the Association, nor any of their 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, canal, creek, stream, or other water body within the Property, except as such responsibility may be specifically imposed by, or contracted with, an applicable governmental or quasi-governmental agency or authority. Further, all Owners and users of any portion of the Property located adjacent to or having a view of any of the aforesaid water bodies shall be deemed, by virtue of their acceptance of the deed to or use of such portion of the Property, to have agreed to hold harmless the Listed Parties for any and all changes in the quality and level of the water in such bodies. Neither Declarant nor the Listed Parties make any warranty or representation that Lake levels will be maintained at any particular level or that the elevation of such waters will remain the same. All persons are hereby notified that, from time to time, alligators and other wildlife may inhabit or enter into water bodies within 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.

Section 4. Security. Declarant, the CDD, and the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make them safer than they otherwise might be. Neither Declarant, the CDD, nor the Association shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of any effectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar system, or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide detection or protection for which the system is designed or intended. Each Member acknowledges, understands, and covenants to inform the occupants of its Residential Unit as the case may be, that Declarant, the CDD, and the Association are not insurers and that each person using the Property assumes all risks for loss or damage to persons, property, dwelling, and to the contents of dwellings resulting from the acts of third parties.

ARTICLE XII. GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by Declarant, the CDD (as applicable), the Association, any Owner, and their respective legal representatives, heirs, successors and assigns, for a period of 30 years from the date this Declaration is recorded. Upon the expiration of said 30-year period this Declaration shall be automatically renewed and extended for successive 10-year periods. The number of 10 year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each 10 year renewal period for an additional 10 year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial 30 year period, or during the last year of any subsequent 10 year renewal

period, 3/4 of the votes cast at a duly held meeting of the Owners at which 50% of the Owners are present, in person or by proxy, vote in favor of terminating this Declaration at the end of its then-current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least 45 days in advance of such meeting. An approved form of proxy shall accompany such notice. In the event that the Owners vote to terminate this Declaration, the President and Secretary of the Association shall execute a single certificate which shall set forth the resolution of termination adopted by the Owners, the date of the meeting at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Owners, the total number of votes required to constitute a quorum at a meeting of the Owners, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of the County and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. This Declaration may be amended at any time provided that 3/4 of the votes cast by the Owners present, in person or by proxy, at a duly called and held meeting of the Owners vote in favor of the proposed amendment. Notice shall be given at least 45 days prior to the date of the meeting at which such proposed amendment is to be considered. An approved form of proxy shall accompany such notice. If any proposed amendment to this Declaration is approved by the Owners as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than 60 days after the date of recording the amendment, the date of the meeting of the Owners at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Owners, the total number of votes required to constitute a quorum at a meeting of the Owners, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Public Records of the County. Any amendment which would affect the Surface Water Management System, including the water management portions of the Common Areas, must have prior approval of the SWFWMD. Any amendment that would impair or prejudice the rights and priorities of any Institutional Lender shall not be effective without the prior written consent of such Institutional Lender.

Section 3. Amendments by Declarant. So long as Declarant owns fee title to any part of the Property, Declarant specifically reserves for itself, its successors and assigns, the right to alter, amend, modify, change, revoke, rescind or cancel any or all of the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration without the consent of any other Owners.

Section 4. Annexation.

A. Declarant's Right to Annex. Notwithstanding anything to the contrary contained herein or in the Governing Documents relating to amendments hereto, the Declarant hereby expressly reserves the right to submit to the provisions of this Declaration, as amended from time to time, or to convey to the Association or the CDD as Common Property, additional property without consent or joinder by any Owner, the Association, the CDD, any residential community association, or the holder of any mortgage, lien or other encumbrance upon any of the Property already subject to the terms hereof. The Declarant shall also have the right, but not the obligation, to submit to the provisions of this Declaration as provided hereinabove, any

real property or interest in real property owned or controlled by the Declarant, which property does not have to be contiguous, and which the Declarant may currently own or control or hereafter acquire or control. In furtherance thereof, the Declarant hereby expressly reserves the right to amend Exhibit "A" attached hereto without the joinder or consent of any person to include such property. Nothing contained in this Declaration shall be construed as obligating the Declarant to submit any additional property to the provisions of this Declaration or to convey additional Common Property to the Association or the CDD.

B. Method of Annexation. In the event additional land is to be submitted to the terms and conditions of this Declaration, such submission shall be evidenced by a supplement to this Declaration recorded in the Public Records of the County.

C. Jurisdiction of Association. Effective immediately upon recording of any such supplement or quit claim deed in the Public Records of the County, the jurisdiction of the Association shall be extended to include the property described therein, and all provisions of this Declaration, as duly amended from time to time, shall constitute covenants running with the land described therein, and shall be binding upon all persons having any right, title or interest therein or any part thereof, and their grantees, heirs, successors, and assigns.

Section 5. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity and may be instituted by Declarant, its successors and assigns, the Association, or any Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner or Declarant to enforce any covenant, condition or restriction herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 6. Attorneys' Fees. The costs and reasonable attorneys', paralegals', legal assistants', and expert witnesses' fees (including those resulting from any appellate proceedings and any bankruptcy proceedings, including proceedings to lift automatic stays) incurred by Declarant, the CDD, or the Association in any action against an Owner to enforce any provisions of this Declaration shall be a personal obligation of such Owner which shall be paid by such Owner, and any amount which remains due and unpaid shall be a continuing lien upon the real property and improvements thereon of such Owner collectable in the manner provided herein.

If the Association employs an attorney to enforce any provision or provisions of this Declaration against any Owner, regardless of whether or not a formal complaint is filed, the costs and expenses of such enforcement, including all attorneys', paralegals', legal assistants' and expert witness, may be assessed against the Lot as provided in this Declaration and collected in the manner prescribed in this Declaration.

Section 7. Severability. Should any covenant, condition or restriction herein contained in this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 8. Compliance with Law. Notwithstanding anything contained in this Declaration to the contrary, no provision of this Declaration or any rule or regulation of the Association shall be enforceable if it is violative of any rule, law, ordinance, order, statute or regulation (a

"Violative Provision") of any governmental authority having jurisdiction over the Property and such Violative Provision shall be a nullity.

Section 9. Interpretation. Declarant, so long as it owns fee title to any of the Property, shall have the right, except as limited by any other provisions of this document, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 10. Covenants Running with the Land. Notwithstanding anything to the contrary in this Declaration, and without limiting the generality (and subject to the limitations) of other applicable sections hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors, and assigns) that these covenants and restrictions shall run with the land and with title to the Property. Without limiting the generality of any other section hereof, if any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application, and then be enforced in such a manner which will allow these covenants and restrictions to so run with the land. If such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties affected hereby (that these covenants and restrictions run with the land as aforesaid) be achieved.

Section 11. Execution of Documents. The development plan for the development of the Property may require from time to time the execution of certain documents required by the County or other governmental and regulatory agencies. To the extent that said documents require the joinder of Owners, Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Members, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section shall recite that they are made pursuant to this Section.

Section 12. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will not perform any act or undertake any activity which will violate its nonprofit or tax-exempt status under applicable state or federal law.

Section 13. No Other Declarations. No person shall record any easement, declaration of covenants, conditions, and restrictions, declaration of condominium, or similar instrument affecting any portion of the Property without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

Section 14. Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

ARTICLE XIII. RIGHTS OF DECLARANT

Section 1. Sales and Administrative Office.

For so long as Declarant owns any portion of the Property, Declarant shall have the right to take such action reasonably necessary to transact any business necessary to administer its interests, consummate the development of the Property and the sales or resales of the Lots and any other portions of the Property. This right shall include, but shall not be limited to the right to maintain and allow others to maintain models, sales, design and administrative offices and parking associated therewith, have signs on any portion of the Property, including Common Property, have employees and agents in models and offices and use of the Common Property in connection with the sale of any portion of the Property and Lots. The sales, design and administrative offices and signs and all items pertaining to development, sales, design or administration shall remain the property of Declarant. Declarant reserves the right to grant to Builder, as well, the rights granted herein upon terms and conditions acceptable to Declarant.

Section 2. Specific Rights.

In addition to the rights provided in Section 1. above, Declarant shall have the right to: (i) develop the Property and make improvements to the Property and any and all additions, alterations, and changes thereunder; (ii) maintain customary and usual sales, general office and construction operations on the Property; (iii) place erect or construct portable, temporary or accessory buildings or structures on the Property for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction on any of the Property; (v) post, display, inscribe or affix to any improvements on the Property, signs or other materials used in developing, constructing, selling or promoting the sale of the Property; (vi) excavate fill from any Lakes or water bodies within and/or contiguous to the Property, dredge or dragline, store fill on the Property and remove and/or sell excess fill; and (vii) undertake all activities which, in the sole opinion of Declarant, are necessary for the development and sale of the Property. Declarant reserves the right to grant to Builder, as well, the rights granted herein upon terms and conditions acceptable to Declarant.

Section 3. Promotional Events.

Declarant shall have the right, without charge, at any time to hold marketing and promotional events within the Property and/or on the Common Property. Declarant shall have the right, without charge, to market the Property in advertisements and other media, including, but not limited to, pictures of drawings of the Property, the Common Property, and homes constructed on the Property. Declarant reserves the right to grant to Builder, as well, the rights granted herein upon terms and conditions acceptable to Declarant.

Section 4. Use by Prospective Purchasers.

Declarant shall have the right, without charge, to use the Property and the Common Property for the purpose of entertaining prospective purchasers of any portion of the Property. Declarant reserves the right to grant to Builder, as well, the rights granted herein upon terms and conditions acceptable to Declarant.

Section 5. Franchise.

Declarant may grant franchises and/or concessions to commercial concerns on all or part of the Common Property and shall be entitled to all income derived therefrom.

Section 6. Easements.

Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress or egress, drainage, utilities services, maintenance, security systems, cable television, high speed data transmission, and other purposes over, upon and across the Property so long as any of said easements do not materially and adversely interfere with the intended use of any of the Property previously conveyed by Declarant. Declarant shall have the sole right to any fees of any nature associated therewith, including but not limited to, license or similar fees or accounts thereof. The Association, the CDD and any applicable Owner shall, without charge, if requested by Declarant: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Neither the Association nor the CDD shall grant any easement, permits, or licenses to any other person or entity providing the same services as those granted by Declarant, nor will they grant any such easement, permit or license prior to Declarant completing its development of the Property without the prior consent of Declarant which consent may be granted or denied in its sole discretion.

Section 7. CATV, High Speed Data, Security Monitoring, Medical Alert Systems.

Declarant reserves unto itself the right, but not the obligation, to enter into one or more contracts for the exclusive provision of one or more master cable and telecommunications receiving and distribution systems, high speed data systems, security monitoring, electronic surveillance and/or medical alert systems for all or any part of the Property. Declarant reserves unto itself a perpetual and exclusive right, privilege, easement and right-of-way across, over and upon the Property, for the installation, construction and maintenance of such systems together with a perpetual and exclusive right, privilege, and easement of unlimited ingress and egress, access over and upon the Property for installing, constructing inspecting, maintaining, altering, moving, improving and replacing facsimile and equipment constituting such systems. If, and to the extent, services provided by such systems are to serve all of the Property, then the cost of the services may, as determined by Declarant, be operating costs of the Association and shall be assessed as annual assessments. If any services provided by such systems are provided only to part, but not to all of the Property, then the cost of any such services shall be an expense for the benefit of the respective part of the Property to be assessed as a special assessment, or a direct charge by the provider, as the case may be. Declarant has the right to receive, on a perpetual basis, a portion of the revenues derived from such systems as agreed, from time to time, between the provider of such systems and Declarant, if any.

Section 8. Non-Liability.

Neither the Association nor the Declarant, nor the CDD shall in any way or manner be held liable or responsible for any violation of this Declaration by any other person or entity. Neither the Association, nor the Declarant, nor the CDD shall make any representations whatsoever as to the security of any portion of the Property or the effectiveness or any gate, access system or medical alert system. The Association, the CDD, and each Owner does hereby hold Declarant, the Association, and the CDD harmless from any loss or claim arising from the occurrence of any crime or other act. Neither the Association, nor the Declarant, nor

the CDD shall in any manner be considered insurers or guarantors of security within the Property or the effectiveness of any such system. Neither the Association, nor the Declarant, nor the CDD shall be held liable for any loss or damage by reason or failure to provide adequate security or the ineffectiveness of measures undertaken to provide such security. All Owners together with all of their tenants, guests, and invitees, as applicable, acknowledge that the Association, the Declarant and the CDD (together with all of their members, officers, and directors) do not represent or warrant that any fire protection system, gate access system, or other systems designed or installed may not be compromised or circumvented, that any fire protection or burglar alarm system, gate access system, medical alert system or other systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, not that the fire protection or burglar alarm systems as other systems will in all cases or any case provide the detection or the protection for which the system is designed or intended.

ARTICLE XIV. ASSIGNMENT OF POWERS

All or any part of the rights, exemptions, powers, and reservations of the Declarant herein contained in this Declaration, may be conveyed or assigned, in whole or in part, to other persons or entities; however, no such conveyance or assignment shall make such assignee a successor Declarant unless so stated specifically in writing and recorded in the Public Records.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, Declarant has executed this Declaration.

Signed, Sealed and Delivered
in the presence of:

Paul L. Nettina

(Witness 1 - Signature)

PAUL L. NETTINA

(Witness 1 - Printed Name)

(Witness 2 - Signature)

George Lopez

(Witness 2 - Printed Name)

THORNWOOD ASSOCIATES L.L.C.,
an Illinois Limited Liability Company

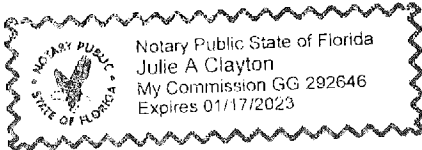
By: *Craig B. Weber*

Craig B. Weber,
Authorized Person

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this February 19, 2021 by Craig B. Weber, as the Authorized Person of **THORNWOOD ASSOCIATES L.L.C.**, an Illinois limited liability company, on behalf of the company, who is personally known to me or has produced known as identification.

[Notary Seal]



Julie A. Clayton
Notary Public

Julie A. Clayton
Name typed, printed or stamped
My Commission Expires: 1/17/23

JOINDER AND CONSENT

Chapel Crossings Community Development District hereby joins in and consents to this Declaration of Covenants, Conditions and Restrictions of Chapel Crossings, and agrees that all real property which it owns within the Property shall be encumbered and governed by this Declaration.

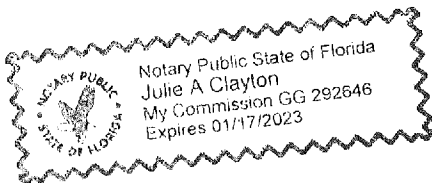
CHAPEL CROSSINGS COMMUNITY DEVELOPMENT DISTRICT

By: *Paul L. Nettina*
Paul L. Nettina,
As its Chairman

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this February 19, 2021 by Paul L. Nettina, as Chairman of **CHAPEL CROSSINGS COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under Florida law, who is personally known to me or has produced Known as identification.

[Notary Seal]

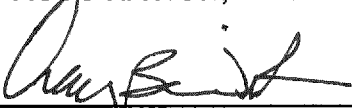


Julie A. Clayton
Notary Public
Julie A. Clayton
Name typed, printed or stamped
My Commission Expires: 1/17/23

JOINDER AND CONSENT

Chapel Crossings Property Owners' Association, Inc. hereby joins in and consents to this Declaration of Covenants, Conditions and Restrictions of Chapel Crossings.

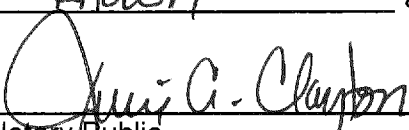
CHAPEL CROSSINGS PROPERTY OWNERS' ASSOCIATION, INC.

By: 
Craig B. Weber,
As its President

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this February 19, 2021 by Craig B. Weber, President of **CHAPEL CROSSINGS PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida not-for-profit organization organized under Florida law, on behalf of the organization. He is personally known to me or has produced known as identification.

[Notary Seal]


Notary Public

Julie A. Clayton
Name typed, printed or stamped
My Commission Expires: 1/17/23

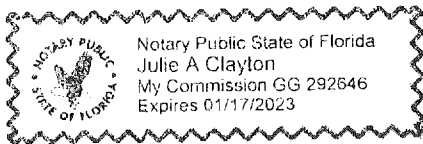


EXHIBIT "A"**CHAPEL CROSSINGS
Declaration(Final Draft).DOC**

A Subdivision of land being a portion of Section 10, Township 26 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Section 10, Township 26 South, Range 20 East, Pasco County, Florida; thence S88°14'09"W, along the North line of the Northeast 1/4 of said Section 10 (being the basis of bearings for this legal description), for 237.79 feet to the POINT OF BEGINNING; thence leaving said North line of the Northeast 1/4 of said Section 10, S23°31'31"E, for 117.18 feet; thence S09°58'10"W, for 92.25 feet; thence S54°19'21"W, for 139.38 feet; thence S27°03'52"E, for 195.78 feet; thence S27°07'06"W, for 50.76 feet; thence S88°46'26"W, for 97.60 feet; thence S00°24'27"E, for 638.69 feet; thence N89°29'57"W, for 140.95 feet; thence N83°33'58"W, for 270.91 feet; thence N80°14'19"W, for 556.38 feet; thence N74°22'50"W, for 165.45 feet; thence S19°10'45"W, for 197.22 feet; thence N73°16'38"W, for 18.63 feet; thence S16°43'22"W, for 240.00 feet; thence S15°45'04"E, for 25.04 feet; thence S21°09'28"W, for 100.00 feet; thence S36°32'48"W, for 64.79 feet to the point of intersection with a non-tangent curve, concave Northwesterly; thence Southwesterly the arc of said curve, with a radial bearing of N63°43'17"W, having a radius of 1,260.00 feet, a central angle of 4°00'57", an arc length of 88.31 feet, and a chord bearing S28°17'11"W, for 88.29 feet, to the point of intersection with a non-tangent line; thence S00°01'12"W, for 130.29 feet; thence S22°14'41"E, for 122.03 feet; thence S46°35'32"E, for 121.85 feet; thence S66°58'41"E, for 114.64 feet; thence S01°38'01"E, for 28.42 feet to the point of intersection with the North line of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 10; thence S88°21'59"W, along said North line of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10, for 264.62 feet; thence leaving said North line of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10, S00°10'24"W, for 40.55 feet; thence S88°21'41"W, for 279.80 feet to the point of curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 3,880.00 feet, a central angle of 14°18'18", an arc length of 968.71 feet, and a chord bearing S81°12'32"W, for 966.20 feet to the point of tangent; thence S74°03'23"W, for 224.15 feet; thence N60°56'37"W, for 159.81 feet; thence N15°56'37"W, for 457.86 feet to the point of curvature of a curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 2,775.00 feet, a central angle of 26°32'23", an arc length of 1,285.40 feet, and a chord bearing N02°40'25"W, for 1,273.93 feet to the point of tangent; thence N10°35'46"E, for 413.12 feet to the point of intersection with the North line of the Northeast 1/4 of the Northwest 1/4 of said Section 10; thence N88°25'05"E, along said North line of the Northeast 1/4 of the Northwest 1/4 of Section 10, for 791.59 feet to the North 1/4 corner of said Section 10; thence N88°14'09"E, along the North line of the Northeast 1/4 of said Section 10, for 2,421.22 feet to the POINT OF BEGINNING.

Containing 5,298,359 square feet or 121.634 acres, more or less.

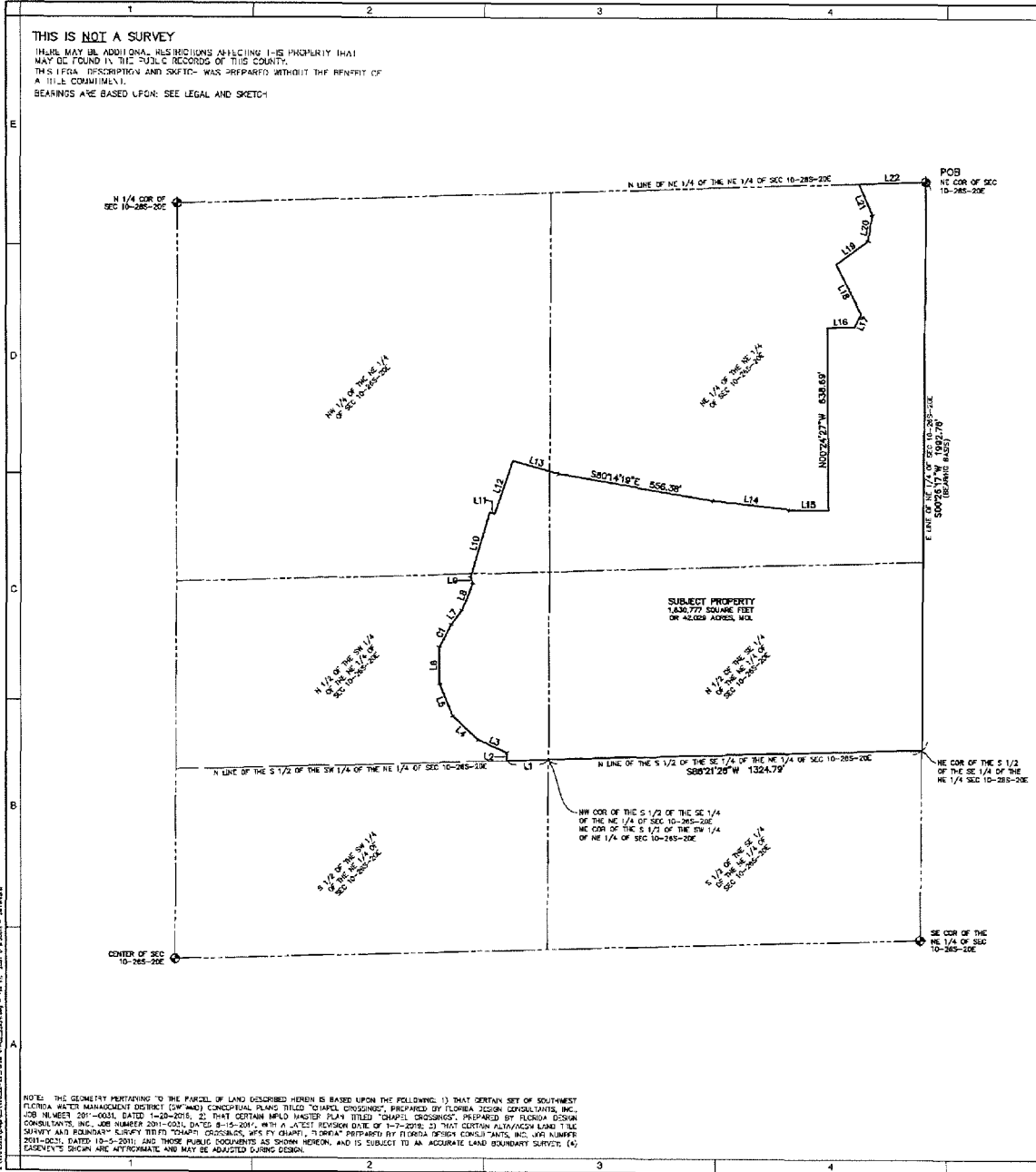
CHAPEL CROSSINGS – PARCEL G

Declaration(Final Draft).DOC

A Subdivision of land being a portion of Section 10, Township 26 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Section 10, Township 26 South, Range 20 East, Pasco County, Florida; thence S00°26'17"W, along the East line of the Northeast 1/4 of said Section 10, (being the basis of bearing for this legal description), for 1,992.76 feet to the Northeast corner of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 10; thence S88°21'26"W, along the North line of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 10, for 1,324.79 feet to the Northwest corner of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 10, same being the Northeast corner of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 10; thence S88°21'59"W, along the North line of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 10, for 146.00 feet; thence leaving said North line of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10, N01°38'01"W, for 28.42 feet; thence N66°58'41"W, for 114.64 feet; thence N46°35'32"W, for 121.85 feet; thence N22°14'41"W, for 122.03 feet; thence N00°01'12"E, for 130.29 feet to the point of intersection with a non-tangent curve, concave Northwesterly; thence Northeasterly along the arc of said curve, with a radial bearing of N59°42'21"W, having a radius of 1,260.00 feet, a central angle of 4°00'57", an arc length of 88.31 feet, and a chord bearing N28°17'11"E, for 88.29 feet, to the point of intersection with a non-tangent line; thence N36°32'48"E, for 64.79 feet; thence N21°09'28"E, for 100.00 feet; thence N15°45'04"W, for 25.04 feet; thence N16°43'22"E, for 240.00 feet; thence S73°16'38"E, for 18.63 feet; thence N19°10'45"E, for 197.22 feet; thence S74°22'50"E, for 165.45 feet; thence S80°14'19"E, for 556.38 feet; thence S83°33'58"E, for 270.91 feet; thence S89°29'57"E, for 140.95 feet; thence N00°24'27"W, for 638.69 feet; thence N88°46'26"E, for 97.60 feet; thence N27°07'06"E, for 50.76 feet; thence N27°03'52"W, for 195.78 feet; thence N54°19'21"E, for 139.38 feet; thence N09°58'10"E, for 92.25 feet; thence N23°31'31"W, for 117.18 feet to the point of intersection with the North line of the Northeast 1/4 of the Northeast 1/4 of said Section 10; thence N88°14'09"E, along said North line of the Northeast 1/4 of the Northeast 1/4 of Section 10, for 237.79 feet to the POINT OF BEGINNING.

Containing 1,830,777 square feet or 42.029 acres, more or less.



THIS IS NOT A SURVEY
 THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. BEARINGS ARE BASED UPON: SEE LEGAL AND SKETCH.

Section 10, Township 26 South, Range 20 East,
 County of Pasco, State of Florida



Digitally signed by
 Jared Patenaude
 Date: 2021.02.17
 09:06:25
 -05'00'

LINE	BEARING	LENGTH
L1	S88°21'56"W	146.00'
L2	N01°36'01"W	28.42'
L3	N65°25'41"W	114.64'
L4	N46°35'32"W	121.85'
L5	N22°14'41"W	122.03'
L6	N63°01'12"E	130.25'
L7	N36°32'48"E	84.79'
L8	N21°09'28"E	100.00'
L9	N15°45'04"W	25.04'
L10	N16°43'22"E	240.00'
L11	S73°07'36"E	18.63'
L12	N18°10'45"E	187.22'
L13	S74°22'50"E	165.49'
L14	S83°33'50"E	270.91'
L15	S89°29'57"E	140.95'
L16	N88°48'28"E	47.60'
L17	N27°07'06"E	50.79'
L18	N27°35'52"E	196.78'
L19	N34°19'21"E	138.28'
L20	N09°58'10"E	92.25'
L21	N23°31'31"W	117.19'
L22	N88°14'09"E	237.79'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	RADIAL BEARING
C1	1280.60'	88.31'	88.28'	N28°17'11"E	04°05'57"	N57°42'21"W

LEGAL DESCRIPTION:

A Subdivision of land being a portion of Section 10, Township 26 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:
 Begin at the Northeast corner of Section 10, Township 26 South, Range 20 East, Pasco County, Florida; thence S00°28'17"W, along the East line of the Northeast 1/4 of said Section 10, (Using the bears of bearing for this legal description), for 1,992.76 feet to the Northeast corner of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 10; thence S88°21'26"W, along the North line of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 10, for 1,324.79 feet to the Northwest corner of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 10, same being the Northeast corner of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 10; thence S88°21'56"W, along the North line of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 10, for 146.00 feet; thence following said North line of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10, for 28.42 feet; thence N65°25'41"W, for 114.64 feet; thence N46°35'32"W, for 121.85 feet; thence N22°14'41"W, for 122.03 feet; thence N00°01'12"E, for 130.25 feet to the point of intersection with a non-tangent curve, concave Northwesterly, thence Northeasterly along the arc of said curve, with a radial bearing of N65°42'21"W, having a radius of 1,280.60 feet, a central angle of 4°05'57", an arc length of 88.31 feet, and a chord bearing N28°17'11"E, for 88.28 feet, to the point of intersection with a non-tangent line; thence N36°32'48"E, for 84.79 feet; thence N21°09'28"E, for 100.00 feet; thence N15°45'04"W, for 25.04 feet; thence N16°43'22"E, for 240.00 feet; thence S73°07'36"E, for 18.63 feet; thence N18°10'45"E, for 187.22 feet; thence S74°22'50"E, for 165.49 feet; thence S83°33'50"E, for 270.91 feet; thence S89°29'57"E, for 140.95 feet; thence N88°48'28"E, for 47.60 feet; thence N27°07'06"E, for 50.79 feet; thence N27°35'52"E, for 196.78 feet; thence N34°19'21"E, for 138.28 feet; thence N09°58'10"E, for 92.25 feet; thence N23°31'31"W, for 117.19 feet to the point of intersection with the North line of the Northeast 1/4 of the Northeast 1/4 of said Section 10; thence N88°14'09"E, along said North line of the Northeast 1/4 of the Northeast 1/4 of said Section 10, for 237.79 feet to the POINT OF BEGINNING.

Containing 1,830,777 square feet or 42.029 acres, more or less.

NOTE: THE GEOMETRY PERTAINING TO THE PARCEL OF LAND DESCRIBED HEREIN IS BASED UPON THE FOLLOWING: (1) THAT CERTAIN SET OF SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (FORMERLY PASCO COUNTY) CHAPEL CROSSINGS, PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., JOB NUMBER 2011-0034, DATED 1-20-2016; (2) THAT CERTAIN FIELD MASTER PLAN TITLED "CHAPEL CROSSINGS", PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., JOB NUMBER 2011-0034, DATED 8-15-2014, WITH A LATEST REVISION DATED 1-7-2016; (3) THAT CERTAIN ALTA/ACORN LAND TITLE SURVEY AND BOUNDARY SURVEY TITLED "CHAPEL CROSSINGS, PAS CO COUNTY, FLORIDA", PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., JOB NUMBER 2011-0034, DATED 12-5-2011; AND THOSE PUBLIC DOCUMENTS AS SHOWN HEREON, AND IS SUBJECT TO AN ACCURATE LAND BOUNDARY SURVEY; (4) CADDREY'S SECTION ARE METRICIMATE, AND MAY BE ADJUSTED DURING DESIGN.

FLORIDA DESIGN CONSULTANTS, INC.
 THINK IT. ACHIEVE IT.
 6632 S. WALKER BLVD., SUITE 201, LAKELAND, FL 33809
 PHONE: (888) 717-1637 FAX: (888) 717-1637 WWW.FLORIDADCS.COM L.L. NO. 0001


CHAPEL CROSSINGS
 LEGAL DESCRIPTION AND SKETCH
 PARCEL G1-G2
 THORNTONWOOD ASSOCIATES, LLC

DATE: 2/17/21
 DRAWN BY: J.P.
 CHECKED BY: J.P.
 APPROVED BY: J.P.

Exhibit "B"

Articles of Incorporation

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CHAPEL CROSSINGS COMMUNITY HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on June 17, 2020, as shown by the records of this office.


I further certify the document was electronically received under FAX audit number H20000184610. 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 N20000006499.

Authentication Code: 620A00012082-061820-N20000006499-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighteenth day of June, 2020




Secretary of State

2020/06/17 14:11:48 3 /8

Division of Corporations

Page 1 of 2

N20000006499
Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H20000184610 3)))



H200001846103ABCW

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850)617-6381
From: Account Name : AKERMAN LLP - FT. LAUDERDALE
Account Number : I19980000010
Phone : (954)463-2700
Fax Number : (954)463-2224

FILED/ASSESS/RELEASE

2020 JUN 17 PM 2:22

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: CWEBER@CROWN-TAMPA.COM

FLORIDA PROFIT/NON PROFIT CORPORATION
CHAPEL CROSSINGS COMMUNITY HOMEOWNERS'
ASSOCIATION INC.

Certificate of Status	1
Certified Copy	1
Page Count	05
Estimated Charge	\$87.50

2020 JUN 17 PM 2:18

2020/06/17 14:11:48 4 /8

(((H20000184610 3)))

**ARTICLES OF INCORPORATION
OF
CHAPEL CROSSINGS COMMUNITY HOMEOWNERS' ASSOCIATION, INC.**

The undersigned Incorporator hereby files these Articles of Incorporation for the purpose of forming a not for profit corporation under the provisions of Chapter 617 and Chapter 720, Florida Statutes.

ARTICLE I

NAME

The name of this Corporation shall be **CHAPEL CROSSINGS COMMUNITY HOMEOWNERS' ASSOCIATION, INC.** (the "Association").

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at c/o Crown Community Development, 2940 Sports Core Circle, Wesley Chapel, Florida 33544.

ARTICLE III

INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this Association shall be located at 5550 West Executive Drive, Tampa, FL 33609 and the initial registered agent of the Association shall be Francis E. Friscia. The Association may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Articles of Incorporation.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members (the "**Members**"). The specific purposes for which the Association is formed are to provide for maintenance, preservation and architectural control of the property submitted in its jurisdiction pursuant to the Declaration (the "**Property**") and for all other social and community related purposes benefiting the Members and the Property.

The Association is being formed to promote the health, safety and welfare of the existing and future owners of parcels within the Property and for the purposes to:

1. Exercise all of the powers, enforcement rights and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Chapel Crossings (the "**Declaration**") applicable to the Property and recorded in the public records of Pasco County, Florida, as the same may be amended from time to time;

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2. Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes and governmental charges levied or imposed against property of the Association;

3. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

4. Borrow money, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

5. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property; and

6. Have and to exercise any and all powers, rights and privileges which a corporation organized under the laws of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Thornwood Associates L.L.C. (the "Declarant") and every person or entity who is a record owner of an interest in any Lot or portion of the Property which is subject to the Declaration and assessment by the Association, including contract sellers (an "Owner"), shall be a Member. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or portion of the Property.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

1. **Class A.** Class A Members shall be all Owners, other than the Declarant. Class A Members shall be allocated one vote for each Lot in which they hold the interest required for membership pursuant to the Declaration.

2. **Class B.** The Class B Member shall be the Declarant, or its specifically designated (in writing) successor. The Class B Member shall be allocated a number of votes equal to three times the total number of Class A votes at any time; provided, that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier.

a. Upon voluntary conversion to Class A membership by Declarant.

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b. Three months after ninety percent (90%) of the Lots or other divisions of the Property (as amended and supplemented from time to time) have been conveyed to Owners other than the Declarant.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed initially by a Board of three directors, selected in accordance with the By-Laws. The number of directors shall not be less than 3 nor more than 7 once the Class B membership has terminated. The name and street address of the initial directors of this Association (the "Initial Board") are:

<u>Name</u>	<u>Address</u>
Craig B. Weber	2940 Sports Core Circle Wesley Chapel, FL 33544
Paul Nettina	2940 Sports Core Circle Wesley Chapel, FL 33544
Julie Clayton	2940 Sports Core Circle Wesley Chapel, FL 33544

The Initial Board may be changed from time to time. So long as there is a Class B Membership, the Members of the Initial Board will be determined solely by the Class B Members.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the written assent signed by not less than two-thirds (2/3) of all Members, or as otherwise provided by law. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets 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. If acceptance of such dedication is refused, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

EFFECTIVE DATE AND DURATION OF CORPORATE EXISTENCE

This Association shall have an effective date as of its date of filing with the Secretary of State of Florida, and shall have perpetual existence unless sooner dissolved according to law.

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ARTICLE X

AMENDMENT

Amendments to these Articles may be made by the Board during the time the Class B membership is in existence. Once the Class B membership ceases to exist, Amendments to these Articles shall require the assent of a two-thirds (2/3) of the Members.

ARTICLE XI

INCORPORATOR

The name and street address of the person signing these Articles as Incorporator is:

Aileen S. Davis
Akerman LLP
401 E. Jackson Street, Suite 1700
Tampa, FL 33602

2020 JUN 17 PM 2:22
TALLAHASSEE, FLORIDA

ARTICLE XII

BY-LAWS

The power to adopt, alter, amend or repeal By-Laws shall be vested in the Board.

ARTICLE XIII

INDEMNIFICATION

In addition to any rights and duties under applicable law, this Association shall indemnify and hold harmless all its directors, officers, employees and agents, and former directors, officers, employees and agents from and against all liabilities and obligations, including attorneys fees, incurred in connection with any actions taken or failed to be taken by said directors, officers, employees and agents in their capacity as such except for willful misconduct or gross negligence.

Dated: June 17, 2020



AILEEN S. DAVIS, Incorporator

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((H20000184610 3))

**CERTIFICATE DESIGNATING PLACE OF BUSINESS
FOR THE SERVICE OF PROCESS WITHIN FLORIDA
AND REGISTERED AGENT
UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

CHAPEL CROSSINGS COMMUNITY HOMEOWNERS' ASSOCIATION, INC., under the laws of the State of Florida with its registered office at 5550 West Executive Drive, Tampa, FL 33609, has named and designated Francis E. Friscia as its Registered Agent to accept service of process within the State of Florida.

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT


HAVING BEEN NAMED to accept service of process for the above-named corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties as Registered Agent.

Dated: June 17, 2020



FRANCIS E. FRISCIA

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on December 17, 2020, to Articles of Incorporation for CHAPEL CROSSINGS COMMUNITY HOMEOWNERS' ASSOCIATION, INC. which changed its name to CHAPEL CROSSINGS PROPERTY OWNER'S 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 H20000431316. 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 N20000006499.

Authentication Code: 420A00025741-121820-N20000006499-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighteenth day of December, 2020



Ramona R. ...
Secretary of State

(((H20000431316 3)))

**ARTICLES OF AMENDMENT
 TO
 ARTICLES OF INCORPORATION
 OF
 CHAPEL CROSSINGS COMMUNITY HOMEOWNERS' ASSOCIATION, INC.,
 a Florida corporation**

Pursuant to the provisions of Section 607.1006 of the Florida Business Corporation Act, the undersigned hereby adopts the following Articles of Amendment to Articles of Incorporation:

- FIRST: The Articles of Incorporation were filed on June 17, 2020 and assigned Document No. N20000006499.
- SECOND: The following amendment to the Articles of Incorporation was duly adopted by the written consent of the Stockholders and Board of Directors dated December 17, 2020. the number of votes cast for approval of the Amendment was sufficient for approval:

Article 1 of the Articles of Incorporation of the Corporation is hereby deleted in its entirety and replaced with new Article 1 as follows:

"ARTICLE I. NAME.

The name of the corporation shall be:

Chapel Crossings Property Owner's Association, Inc.

- THIRD: Except as hereby amended, the Articles of Incorporation of the Corporation shall remain unchanged.
- FOURTH: The Articles of Amendment shall be effective upon their filing with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned Director of the Corporation has executed these Articles of Amendment effective the 17 day of December, 2020.



 CRAIG WEBER, Director

Exhibit "C"

**By-Laws of Chapel Crossings
Property Owners' Association, Inc.**

BY-LAWS
OF
CHAPEL CROSSINGS PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I

NAME, PRINCIPAL OFFICE, DEFINITIONS

Section 1.1 **Name**. The name of the Association shall be Chapel Crossings Property Owners' Association, Inc. (the "Association").

Section 1.2 **Principal Office**. The initial principal office of the Association shall be located at 2940 Sports Core Circle, Wesley Chapel, Florida 33544. The Association may have such other offices as the Board of Directors may determine.

Section 1.3 **Definitions**. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized items shall have the same meaning as set forth in the Articles of Incorporation of the Association (the "Articles") and the Declaration of Covenants, Conditions and Restrictions of Chapel Crossings (the "Declaration"), unless the context indicates otherwise.

ARTICLE II

MEMBERSHIP AND MEETINGS OF MEMBERS

Section 2.1 **Membership**. The Association shall have two classes of membership as set forth in the Articles.

Section 2.2 **Place of Meetings**. Meetings of the Members of the Association shall be held at a suitable place convenient to the Members as designated by the Board.

Section 2.3 **Annual Meetings**. The first meeting of the Members of the Association, whether a regular or special meeting, shall be held within one year from the date of the conveyance of the first Lot subject to the Declaration.

Section 2.4 Subsequent regular annual meetings of Members shall be set by the Board so as to occur during the fourth quarter of the Association's fiscal year on a date and at a time set by the Board.

Section 2.5 **Special Meetings**. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by the Members representing at least ten percent of the total votes of the Association. Signatures on any such petition may be filed by facsimile transmission or other electronic means provided the signature clearly acknowledges the substantive content or purpose of the petition.

Section 2.6 **Notice of Meetings**. Notice stating the place, date and hour of any meeting of the Members shall be given by mail, delivery or electronic transmission and otherwise in accordance with Chapter 720, Florida Statutes to each Member not less than 14

days before the date of such meeting. In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address appearing on the records of the Association, with postage prepaid.

Section 2.7 Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless an objection is raised on the basis of lack of proper notice before the business is put to a vote.

Section 2.8 Adjournment. Adjournment of a meeting to a different date, time, or place must be announced at that meeting before an adjournment is taken. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum, provided any action taken is approved by at least a majority of the votes required to constitute a quorum.

Section 2.9 Voting. The voting rights of the Members shall be as set forth in the Articles.

Section 2.10 Proxies. On any matter as to which a Member is entitled to personally cast the vote, such vote may be cast in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may be lawfully adjourned and reconvened from time to time, and automatically expires 90 days after the date for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it.

Section 2.11 Majority. As used in these By-Laws, the term "majority" shall mean those votes of Members, totaling more than 50%.

Section 2.12 Quorum. The presence of 10% of the total Members shall constitute a quorum at all meetings of the Association, in person or by proxy.

Section 2.13 Conduct of Meetings. The President or his designee shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 2.14 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed a majority of the Members. Such consents shall be signed within sixty days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business. Such

consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of a Member at a meeting. Within ten days after receiving authorization for any action by written consent, the Secretary shall give written notice (delivered by hand or regular U.S. mail) to all Members who did not give their written consent, summarizing the material features of the authorized action.

ARTICLE III

BOARD OF DIRECTORS

Section A. Composition and Selection.

Section 3.1 Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. The Board shall have the authority to delegate any of its duties to agents, employees or others; provided, however, in the event of such delegation, the Board shall remain responsible for any action undertaken by such delegate. After the cessation of the Class B membership, the Directors shall be Members, provided, however, no person and his or her spouse may serve on the Board at the same time and that the initial Directors named in the Articles the ("Initial Directors") shall be exempt from this requirement. In the case of a Member who is not a natural person, any person appointed by or an officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member.

Section 3.2 Number of Directors. The number of directors shall be not less than three nor more than seven. The initial Board shall consist of three Directors as identified in the Articles. The Board shall have authority, from time to time to increase or decrease the number of Directors (within the limits stated herein), but in no event and under no circumstances shall the Board contain an even number of directors.

Section 3.3 Nomination and Election Procedures.

(a) Nomination and Declaration of Candidacy. Prior to each election of Directors after the cessation of the Initial Board, the Board shall prescribe the candidacy opening date and the candidacy closing date of a reasonable filing period in which each eligible person may file as a candidate. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of Directors in a fair, efficient and cost-effective manner.

Nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board, and three or more Members. The Nominating Committee shall be appointed by the Board not less than thirty days prior to each election to serve until their successors are appointed, and such appointment shall be announced in the notice of each election. The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine.

Nothing contained in this Section shall be construed as limiting the right of a Member to nominate himself or herself as a candidate for the Board at a meeting where the election is to be held.

Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

Nominations may be made from the floor at the meeting to elect Directors only if the election is conducted at the meeting to elect Directors and such nominations are prohibited if the election itself is conducted by mail.

Candidates will appear on the ballot for election only if they have declared at least 30 days in advance of their desire to run for a seat on the Board of Directors.

(b) Election Procedures. All elections shall be held by mail unless an alternate procedure is adopted by the Board. The Secretary shall cause notice of the elections to be mailed or delivered to each Member at least ten days prior to the election closing date established by the Board for filing of ballots. Such notice shall be accompanied by a written ballot listing all candidates for each vacancy who have qualified in accordance with the procedures described above, and all candidates for each vacancy nominated by the Nominating Committee, if any. The notice shall specify the name and address to which the ballots should be returned and the date by which they must be received in order to be counted, which date shall be the "election date."

Voting shall be by secret ballot that each Member casts. Each Member may cast the vote for each position to be filled from the slate of candidates on which such Member is entitled to vote. There shall be no cumulative voting.

On the election date, the Board or its designee shall open and count the ballots. The number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

For the election of Directors, Members must vote in person or by secret written ballot that must be mailed in or delivered to the Association in the manner described below.

Voting may be by secret ballot by Members who are not in attendance at a meeting of the Members for the election of Directors. Such ballots must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Member, the lot or parcel for which the vote is being cast, and the signature of the lot or parcel owner casting that ballot. If the eligibility of the Member to vote is confirmed and no other ballot has been submitted for that lot or parcel, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. If more than one ballot is submitted for a lot or parcel, the ballots for that lot or parcel shall be disqualified. Any vote by ballot received after the closing of the balloting may not be considered.

Section 3.4 Election and Term of Office. Notwithstanding any other provision of these By-Laws:

(a) The term of the Initial Directors shall expire when the Developer turns over control of the Association to Members other than the Developer. All other directors shall serve for a term of two years.

(b) If for any reason a Director is no longer a Member, said Director shall immediately resign and a successor Director shall be elected as set forth below.

Section 3.5 Removal of Directors and Vacancies. Director may be removed, with or without cause, by the vote of a majority of the Members. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. A separate vote shall be held for each Director whose removal is sought. Upon removal of a Director, a successor shall be appointed by the Board to fill the vacancy for the remainder of the term of the removed Director.

Any Director who has three consecutive unexcused absences from Board meetings, or who is more than thirty days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy of the removed Director for the remainder of the term.

In the event of the death, disability or resignation of a Director, the Board may declare a vacancy and appoint a successor to fill the vacancy of such Director for the remainder of the term.

Section B. Meetings.

Section 3.6 Organization Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within ten days thereafter at such time and place the Board shall fix.

Section 3.7 Regular Meetings. Regular meetings of the Board may be held at such time and place as a majority of the Directors shall determine.

Section 3.8 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two Directors and as otherwise set forth in Chapter 720, Florida Statutes.

Section 3.9 Notices, Waiver of Notice.

(a) Notices of meetings of the Board shall specify the time and place of the meeting and in the case of a special meeting, the nature of any special business to be considered. Notice of all regular and special meetings shall be posted in a conspicuous place in the community at least forty-eight hours in advance of a meeting, except in an emergency. In the alternative, if notice is not so posted, notice of each Board Meeting must be mailed or delivered to each Member at least seven days before the meeting, except in an emergency. If the Association has more than one hundred Members, as an alternative to posting or mailing of notice of Board Meetings to Members as provided herein, notice may be provided by providing each Member with an annual schedule of regular Board Meetings at the beginning of the year or as otherwise set forth in Chapter 720, Florida Statutes.

(b) Notice of meetings of the Board shall be given to each Director by (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director, or (iv) telephone facsimile, computer, fiber optics or other electronic communication device, with confirmation of transmission.

All such notices shall be given at the Director's telephone number, fax number, electronic mail number, or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at

least four business days before the time set for the meeting. Notices given by personal delivery, telephone or other device shall be delivered or transmitted at least seventy-two hours before the time set for the meeting.

(c) The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present; and (ii) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

(d) An assessment may not be levied at a Board Meeting unless notice of the meeting includes a statement that assessments will be considered is provided to all Members at least 14 days before the meeting and as otherwise set forth in Chapter 720, Florida Statutes.

Section 3.10 Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting, or members in attendance at the meeting, can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

Section 3.11 Quorum of Board of Directors. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. Adjournment of a meeting to a different date, time, or place must be announced at that meeting before an adjournment is taken. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

Section 3.12 Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority in the Association at a regular or special meeting of the Association. Any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors. Nothing herein shall prohibit the Association from compensating a Director, or any entity with which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, provided that such Director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested Director, and any contract in existence prior to the date of the first meeting of the Board.

Section 3.13 Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

Section 3.14 Open Meetings. All meetings of the Board shall be open to all Members. Members other than Directors may not participate in any discussion or deliberation unless in compliance with Chapter 720, Florida Statutes.

Section C. Powers and Duties.

Section 3.15 Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in these By-Laws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these By-Laws, or Florida law do not direct be done and exercised exclusively by the Members or the membership generally.

Section 3.16 Duties and Rights. The duties and rights of the Board shall include, without limitation:

- (a) preparation and adoption of annual budgets;
- (b) assessing and collecting assessments;
- (c) making and amending rules and regulations;
- (d) enforcing by legal means the provisions of the Declaration, these By-Laws and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against property owners subject to the Declaration; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines the Association's position is not strong enough to justify taking enforcement action;
- (e) obtaining and carrying insurance, and providing for payment of all premiums, and filing and adjusting claims, as appropriate;
- (f) paying the cost of all services rendered to the Association or its Members;
- (g) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (h) indemnifying a Director, officer or committee member, or former Director, officer or committee member of the Association, to the extent such indemnity is required by Florida law, the Articles or these By-Laws; and

Section 3.17 Accounts and Reports. An annual report shall be made available to all Members within 90 days after the close of each fiscal year. The report shall show the income and expenses for the prior year, and include a copy of the adopted budget for the year in progress.

Section 3.18 Right to Contract. The Association shall have the right to contract for the performance of various duties and functions, including, without limitation, management, bookkeeping and legal services.

ARTICLE IV

OFFICERS

Section 4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer who are appointed by the Board. Officers may, but need not, be members of the Board. The Board may appoint such other officers including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary. All officers must be Members of the Association except while the Association is controlled by the Declarant, the officers need not be Members.

Section 4.2 Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Members. The initial officers shall be elected at the Board's organizational meeting. Officers shall serve until a successor is elected, or until the officer ceases to be a Member of the Association.

Section 4.3 Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

Section 4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 4.5 Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6 Compensation. Compensation of officers shall be subject to the same limitations as compensation of Directors.

ARTICLE V

MISCELLANEOUS

Section 5.1 Committees. The Board may appoint such committees as it deems appropriate to perform such tasks and functions as the Board decides. Committee members serve at the Board's discretion. Any committee member, including committee chair, may be removed by the vote of a majority of the Board. Each committee shall operate in accordance with the terms of the resolution establishing such committee.

Section 5.2 Fiscal Year. The fiscal year of the Association shall be January 1 through December 31.

Section 5.3 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles, the Declaration, or these By-Laws.

Section 5.4 Conflicts. If there are conflicts between the provisions of Florida law, the Articles, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles and the By-Laws (in that order) shall prevail.

Section 5.5 Books and Records. Every Member shall have the absolute right to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association, as set forth in Chapter 720, Florida Statutes.

Section 5.6 Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the Residential Unit of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this section.

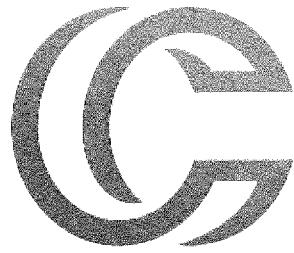
Section 5.7 Amendment.

(a) By Directors. These By-Laws may be amended only by the affirmative vote of a majority of the Directors

(b) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon adoption unless a later effective date is specified therein.

Dated: June 17, 2020

Exhibit "D"
Design Guidelines



CHAPEL CROSSINGS

Residential Design Guidelines

- Development Manager -
Crown Community Development
Wesley Chapel, Florida 33544
(813) 994-2277
Fax: (813) 973-1687

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Sections will be added and updated as needed. Chapel Crossings reserves the right to revise and update the Design Guidelines at any time. Contact the DRC to make sure that you have the most current version.

Introduction

Chapel Crossings Community Overview

Chapel Crossings located in eastern Pasco County in Wesley Chapel, is a family oriented residential community offering a wide selection of housing types and price categories ranging from multi-family apartments and townhomes to attached and detached homes. *Chapel Crossings* offers a variety of amenities including the community center, convenient parks and a bicycle path system. In addition to its residential neighborhoods, *Chapel Crossings* master plan may also contain areas devoted to retail, office and governmental uses.

The Master Developer

The Master Developer of *Chapel Crossings* is Thornwood Associates, LLC, and Crown Community Development is the development manager.

The Master Developer provides design and construction of the infrastructure network necessary to proceed with home construction. The infrastructure includes the following:

1. Installation of public roadways with street lights.
2. Installation of domestic and fire water lines, reclaimed water lines, sanitary sewers and common stormwater management flood control systems
3. A distribution system for telephone, CATV, and electric service.
4. Approval of the installation of parkway street trees in front of each residence.
5. Development of common spaces such as project entrances and landscape easements, recreational features and road rights-of-way.
6. Establishment of a Property Owners' Association. During the initial development, the Association will be managed by the Master Developer.
7. Creation of a Community Development District to finance, construct and maintain common areas, parks and recreational facilities.

Introduction

Design Guidelines Overview

All homes proposed for construction in Chapel Crossings are subject to the review and approval of the Chapel Crossings Design Review Committee (DRC). The Committee will review and approve all aspects of new construction (and later modifications) of the home including landscaping, patios and decks, swimming pools, whirlpools or spas, screened enclosures, shutters, awnings, fences, accessory buildings, play structures, painting or other alterations of a dwelling including doors, windows and roof, and other exterior construction or outdoor ornamentation.

Design Guidelines are established to ensure and implement consistent and high-quality design standards. They will serve as a framework for design concepts and provide performance and quality standards that will guide the design and construction of the variety of housing types in Chapel Crossings. The developer reserves the right to establish more restrictive Design Guidelines for individual neighborhoods within Chapel Crossings.

No home may be started without the DRC's final approval of the building plans and specifications. The plans and specifications must meet the minimum Design Review Submittal Requirements outlined on page four.

Thornwood Associates, LLC, the Master Developer, reserves the right to revise and update the design criteria. Performance and quality standards can be revised at any time in order to respond to future community requirements as well as to new product development and innovations within the home building industry.

Section One: Review Process

Design Review Committee

The Design Review Committee (DRC) shall consist of the Master Developer until all new homes within the project have been completed or the Master Developer elects to assign its DRC responsibilities to others.

Functions of the Committee

1. The DRC will evaluate each of the housing units proposed for construction to assure conformity with the design criteria, performance and quality standards set forth in the Design Guidelines as well as compatibility with the adjoining sites and common spaces.
2. If conflicts arise between the submitted application and the Design Guidelines, the DRC shall have the sole discretion to interpret the standards and render a decision.
3. The DRC has the right to grant variances from the Design Guidelines in accordance with the Declaration of Covenants, Conditions and Restrictions (CCR's).
4. The DRC has the right to monitor and oversee the design and construction process in order to ensure conformance with the approved plans and the standards set forth in the Design Guidelines.
5. The DRC shall review and respond to each submittal in writing. Unapproved submissions shall be returned to the submitter for revision and resubmittal.

Section One: Review Process

Design Review Submittal Requirements

Initial review will not begin until all submittals are received. A complete design submittal to the Design Review Committee shall include the following:

1. One copy of a scalable survey/site plan of the lot at a minimum scale of 1" = 20'. Base data to be shown on survey/site plan shall include lot lines and dimensions, easements, location of lot corners, topography, existing and proposed grades, existing significant vegetation, including all existing trees over 4 inches in diameter to remain or be removed. The plan should include exact location of all structures, driveways, swimming pools, walls, garbage can pads, air-conditioning units, walkways, patios, screened enclosures and decks.
2. Building floor plans, sections and all elevations at a scale not less than 1/8" = 1'.
3. Exterior building materials and color scheme including any exterior stone, brick or siding type and color; roof type and color; front door color, trim color(s) and accent colors.
4. One copy of a landscape plan showing existing and proposed grading contours and landscape concept, decks, patios, walkways and lighting. Irrigation system plans are required on all lots. The landscape plan must show all new plantings and existing trees. The quantities, sizes and installed unit prices of plant materials must be noted. Common names of all plant material must be indicated on the plans.
5. A builder's initial submission of models and elevations to be offered for sale within a neighborhood shall be reviewed by the DRC. In addition, the DRC shall review the color palette for all exterior walls, trim, roofs, etc. The review fee for each individual home within a neighborhood shall be \$125.00 payable to Thornwood Associates, LLC. Should, however, a submission be rejected by the DRC because the builder failed to meet the guidelines, a subsequent review is required. The DRC reserves the right to charge the builder a \$100.00 design review fee for the subsequent review.
6. A builder's or owner's submission for the addition of a pool and/or screened enclosure at any time after the home's initial submittal shall require a review fee of \$25.00.
7. A builder's or owner's submission for the addition of a fence will require a review fee of \$25.00.
8. All builder fees for design review are payable to Thornwood Associates, LLC at the time of submittal. (Residents submitting for modifications shall pay fees to the Chapel Crossings Property Owners' Association, Inc.)

A Design Review Committee Submittal Form must accompany all submissions. The Committee reserves the right to take as many as fourteen (14) working days to approve or disapprove any submissions.

Section One: Review Process

Modifications

The Design Review Committee (DRC) shall have exclusive jurisdiction over modifications, additions, or alterations made to existing structures in accordance with the CCR's and Master Design Guidelines. All modification requests must be submitted using the Owner/Resident Modifications Submittal Form found in Exhibit B.

Ordinance and Standards Compliance

All homes constructed in Chapel Crossings are designed, built and sold by independent homebuilders who are not employees or agents of Crown Community Development. As such, the Design Review Committee approval does not substitute for, or ensure, compliance with the requirements of all public agencies having jurisdiction over the project, including but not limited to Pasco County. Each builder and homeowner must comply with all zoning and building regulations, agreements and ordinances established by Pasco County, applicable at the time of purchase and development.

Any changes required to comply with applicable municipal codes that are subsequent to the DRC's final approval must be resubmitted to the DRC for its approval. The Committee may request a meeting to discuss modifications of the drawings or specifications.

Section Two: Site Standards

Site Standards

The Master Developer has provided a master neighborhood grading plan in addition to other planning and implementation guidelines and procedures, in an effort to minimize alteration to the land and impact to the ecosystem. Care shall be taken to preserve vegetation, topography and the natural grades and drainage systems. This philosophy must be followed at all levels of development.

All lot grading and top of foundation elevations must be planned and constructed in accordance with the Chapel Crossings master grading plan, and the Pasco County lot grading ordinances. Any deviations from the master grading plans, for any lot, must be approved in writing in advance.

Prior to commencing clearing and construction, a silt fence must be installed around the perimeter of the lot with the exception of the drive entrance.

Buffer Areas - Screen Planting Easements

Easements have been provided to buffer some adjacent roadways. No buildings, fences, driveways or permanent structures shall be constructed within screen planting easements.

Tree Preservation

No trees greater than 4 inches in diameter at breast height may be removed without the written approval of the Design Review Committee. Locations, sizes, and species of all existing trees must be shown on lot surveys and building site plans submitted for design review. Pasco County's tree preservation ordinance must also be followed.

Section Three: Home Construction Standards

The information provided in Section Three covers standards for all neighborhoods in Chapel Crossings. For additional information concerning specific neighborhood standards, please consult Section Six.

Monotony Controls

Housing types or styles should not be repetitive from lot to lot along the neighborhood street. Rather, a variety of houses are encouraged. The monotony controls exist to prevent duplicate houses from being built in close proximity to each other. Houses shall be required to have sufficient differences in both front elevation and color schemes which, in the opinion of the DRC, make them significantly different from each other. They are not designed to preclude all similarities between Properties.

The following situations are subject to the monotony code:

1. Two houses on each side of a proposed home that all face the same street.
2. The house directly across the street from a proposed home.
3. One house on each side of the house directly across the street from the proposed home.
4. On small, tight cul-de-sac circles, any house that faces or is diagonally across the cul-de-sac from a proposed home.

Building Layout and Widths

Housing units shall be sited and oriented to best take advantage of views and open space. View orientation towards other units shall be avoided wherever possible.

Staggering building setbacks from road right-of-ways should be utilized to provide variety and eliminate a regimented and monotonous streetscape. Staggering portions of the facades of individual units is also encouraged to achieve a similar effect.

The maximum widths of single-family detached residences and villas are determined by the side setback requirements that appear in Section Six: Chapel Crossings Neighborhoods.

Section Three: Home Construction Standards

Building Heights

The height of single-family detached residences shall be a maximum of thirty-five (35) feet. Residences shall not be more than two-stories. Trees of suitable height shall be planted near the building to help provide the proper vertical scale relationship.

Building Materials and Color

Exterior surfaces will be generally of natural materials that blend and are compatible with the natural Central Florida landscape. Wood or masonry such as brick, stone, wood, split rock, or stucco may be used but are subject to approval by the DRC. The DRC may require a sample of any exterior materials. Prior to ordering and/or installing any materials, please consult the DRC to determine if a sample will be required for DRC review. No plywood, vinyl, T-111, aluminum siding or hardboard composition material will be approved on any area of the residence, however the DRC will consider new construction materials and technologies.

The color of exterior materials must be generally subdued to enhance the colors of the natural landscape. Earth tones, generally muted, are recommended, although occasionally accent colors used with restraint may be approved by the DRC.

A color sample must be submitted for all exterior colors proposed for the residence including roof, exterior walls, trims, doors, enclosures and structures for review and approval by the DRC prior to construction. Samples must be identified by the manufacturer's code. All gable ends shall be constructed of materials compatible to the house.

Building Elevations

The front elevation of all homes shall have banding or detailing around the exterior windows. Side and rear elevations of houses on lots adjoining parks, common areas, rights-of-way and open space shall have banding or detailing around exterior windows similar to the front elevation. The side elevation of houses on corner lots shall have banding or detailing around exterior windows on the side facing the roadway. Two-story homes on corner lots shall also have banding around the upper floor windows of the rear elevation.

Major roof ridgelines that terminate in a gable end condition on the rear elevation of the home are not permitted adjacent to Chapel Crossings' collector roadways.

Section Three: Home Construction Standards

Building and Structure Projections

All projections from a residence or structure including, but not limited to, vents, chimney flues, gutters, downspouts, fences, utility boxes, porches, railings, and exterior stairways shall match the color of the surface from which they project or shall be of a compatible color subject to approval of the Design Review Committee.

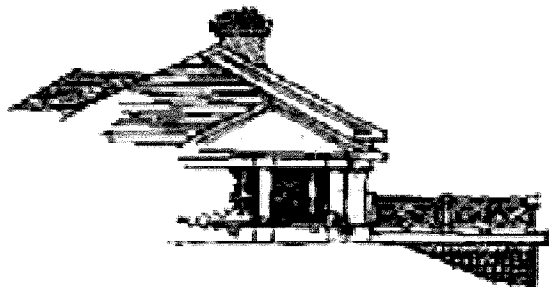
Deck/Patio Installation Specifications

All proposed deck/patio installations must be submitted to and approved by the Chapel Crossings Design Review Committee prior to installation (See form found in Exhibit B).

The following information must be included with each submittal:

1. One copy of a final survey with the house footprint indicating the exact location, size, and distance from side and rear property lines of the proposed deck/patio installation. Hand drawn sketches of lot boundaries are not acceptable.
2. The complete dimensioned construction details of the deck/patio including: size, type of lumber and other materials, finish, style, height from ground to baseboard, and vertical elevation details of all railings, seats, privacy walls and stairs.
3. If relevant for patio enclosures, see Screened Enclosures on Page 11.

Material Requirements: Approved deck materials are pressure-treated pine, redwood, cypress and ultra-violet resistant PVC. Patios must be of concrete, brick or interlocking paver materials.



Decks more than 18" above grade must
have lattice screening under the deck



Color Requirements: Wooden decks must be left natural or stained in clear or wood tone colors only. Painted decks must match the main exterior color of the house or be painted white. Submit a color sample for PVC decks. Patio concrete, paver or brick material colors should complement the house's main exterior color.

No deck/patio construction is allowed to extend into a screen planting easement or required side setback. No deck shall be constructed within five (5) feet of a rear lot line. Decks more than 18" above grade must have lattice screening under the deck.

Section Three: Home Construction Standards

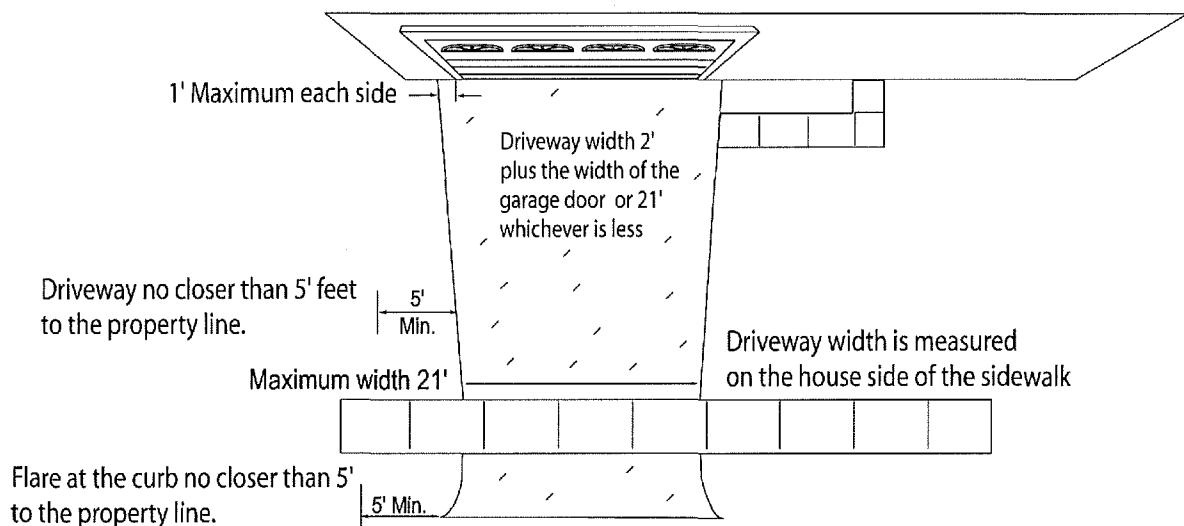
Garages and Parking

Driveways - Driveway width shall be no more than width of garage doors plus two (2) feet (one foot maximum on each side of doors) as measured at the house.

Homes constructed with three-car garages (only on lots sixty feet in width) shall have driveway widths of no more than twenty-four (24) feet as measured at the house. The maximum width at the edge of the sidewalk (house side) shall be no more than twenty-one (21) feet. The intent of this provision is to provide a “tapered” edge leading to the three-car garage to minimize driveway pavement adjacent to the sidewalk. Any proposed side-load or carriage-load garages and driveways will be subject to the review and approval of the DRC.

A minimum five (5) foot buffer between the edge of pavement and the property line must be provided. Flares at curb are required for ease of driver when entering driveway. Edge of driveway pavement or flares at curb shall be at no time closer than five (5) feet to the property line.

All driveway surfaces may be broom-finished concrete, interlocking brick pavers, or stamped concrete. No mulch or blacktop asphalt driveways will be allowed. Approval of brick paver or stamped concrete driveway is contingent upon execution of Agreement with Chapel Crossings Community Development District (contact DRC for Agreement) as well as design and material approval.



Garage Doors - Garage doors shall be equipped with automatic garage door openers. All garage doors must be paneled and/or provide windows.

Parking - No overnight, on-street parking will be allowed and no boats, trailers, or recreational vehicles of any kind shall be allowed to be stored outside the residence per Pasco County ordinance. Exterior parking pads constructed of any material, whether in front yards, side yards or rear yards are strictly prohibited throughout Chapel Crossings.

Section Three: Home Construction Standards

Pools, Spas and Enclosures

Pools and spas shall be located with respect to the main structure and shall not extend beyond the side walls of the home as measured at the rear of the home. Features such as existing trees, noise from pool equipment and views from adjacent properties can seriously impact the usage and enjoyment of pools and spas and should be carefully considered.

Swimming pools shall not be above ground. Swimming pools shall be designed to connect visually to the residence through landscaping and/or courtyard paving. Swimming pools shall not be permitted on the street side of the residence.

All pool and spa equipment shall be screened so that it is not visible from any street, common area or adjacent property. Screening or buffering providing 100% opacity may be accomplished by the use of walls or PVC fencing along with landscape materials. Landscape materials alone may be utilized as long as there is 100% opacity.

Pools shall be enclosed by a screened enclosure or may be fenced with PVC fencing material. Fences must meet local ordinances and the design guideline requirements enumerated in Section Four.

The installation of pools at homes on corner lots will be considered by the DRC on a case-by-case basis.

Screened Enclosures

All screened enclosures shall be constructed with charcoal screen material and bronze frames. Mill-finish aluminum, white frames and black frames are not permitted. No aluminum roofing or sheet metal panels will be permitted. Flat roofs will not be allowed. Pitch of screen roof shall be shown on preliminary plans and shall be subject to approval of the DRC.

Pool enclosures cannot exceed one story without prior DRC approval. Pool screened enclosures may not extend beyond the side planes of the home as measured at the rear of the home.

Landscaping must be incorporated to help modulate and soften the overall appearance of the screened enclosure.

Section Three: Home Construction Standards

Roofs

All front elevations shall have a minimum of two roof breaks.

Homes with mansard and flat roofs will not be allowed. Pitch of roof shall be shown on preliminary plans and shall be subject to approval of the DRC. All required roof breaks and major roof ridgelines shall be a minimum pitch of 5:12. The major roof ridgeline shall be defined as the overall ridgeline as viewed from the front and both sides of the residence in elevation view. Minor roof pitches less than 5:12 may be considered by the DRC provided:

- a.) The reduced roof slope encompasses not more than a maximum of 20% of the total roof area, and
- b.) The reduced slope does not encompass any of the required roof breaks and major roof ridgelines as described above.

Major roof ridgelines that terminate in a gable end condition at the rear of the home are not permitted adjacent to Chapel Crossings' collector roadways and secondary roadways. Variations on specific designs may be used with DRC approval. The minimum soffit depth of twelve (12) inches is required with a minimum of a 6-inch fascia trim. Appropriate roof materials include cement tile, asphalt shingles and fiberglass shingles.

All roofs shall be of a material, color and texture approved by the Design Review Committee. Standing-seam metal roofs with baked-on color finish may be used sparingly for architectural accent. Red and blue asphalt or fiberglass roofs are prohibited. Green asphalt or fiberglass roofs shall only be constructed with DRC approval. All roof vents, plumbing stacks, flashings and metal chimney caps shall be painted to match the approved roof colors. Efforts should be made to place all vents and plumbing stacks on rear slopes of the roofs whenever possible.

Sidewalks

Entry walks to home must commence at the driveway and terminate at the front door/porch and not terminate at a neighborhood sidewalk. It shall be the responsibility of the homeowner to properly maintain sidewalks located within their property lines.

Windows

Windows in Chapel Crossings may be of either bronze or white aluminum framing.

Section Four: Landscape Standards

Landscaping

Landscape Architecture of each home site is extremely important for the maintenance of a visually attractive community and investment protection of the homeowners. To ensure the overall beauty of the community, the Design Review Committee (DRC) has the authority to approve or disapprove landscape plans for the single-family residential home sites.

It is the intent of the DRC to promote the use of mature landscape materials in sufficient abundance to establish aesthetically pleasing neighborhoods. The use of such materials provides Chapel Crossings with the appearance of an established, enduring community. The use of native and drought tolerant landscaping is encouraged. In addition, Pasco County and the Southwest Florida Water Management District promote the use of Xeriscape-type or Florida Friendly Landscape.

Guidelines:

A landscape plan and irrigation plan shall be prepared at a minimum scale of 1" = 20' and will be based upon the final site plan and architectural elevations of the residence. The landscape plan and irrigation plan shall be submitted to the DRC with Final Plans (when feasible) prior to construction activities on-site. All landscaping and irrigation shall be designed and installed in accordance with the Pasco County Landscaping and Irrigation Ordinance and DRC Landscape Guidelines.

Minimum requirements for landscaping are as follows:

1. The initial landscaping expenditure on each single family detached residential unit shall, at a minimum, be an amount equal to two per cent (2%) of the total selling amount of the dwelling unit including lot price.

For example, if the selling price of a home (including lot price) is \$200,000.00, then the landscape amount shall be \$4,000.00 for that dwelling unit. The foregoing sum is hereafter called the "landscape amount." The landscape amount for each lot shall include the expenditures for trees, shrubs, live plant material, including sod and street trees. The landscape amount does not include any expenditures on other hard-scape items or required irrigation system.

- a. The DRC reserves the right to review all landscape plans, unit prices and quantities to verify compliance with the intent of this provision.

Landscaping (continued on next page)

Section Four: Landscape Standards

Landscaping (continued)

2. Tree Requirements - The quantities of canopy trees and under-story trees are based upon the standard lot size within a neighborhood and are located within Section Six: Chapel Crossings Neighborhoods.

Trees shall be nursery grown and not field collected. Winter-dug, balled and burlap wrapped trees or containerized trees are acceptable. Grow bag or bare root trees are not acceptable. All trees and shrubs shall be Florida Grade No.1, or better, according to the "Grades and Standards for Nursery Plants," Parts I and II, State of Florida, Department of Agriculture and shall conform to American Association of Nurserymen standards for nursery stock.

Minimum size for canopy trees is 3-inch caliper, 14-foot to 16-foot height (minimum) by 6-foot to 7-foot spread (minimum) with a full canopy and straight trunk. Understory trees shall be 10 feet to 12 feet in height by 5-foot to 6-foot spread typical, however smaller accent trees may be approved by the DRC upon review of the Landscape Plan. Trees shall be measured at (4.5") above the ground, diameter breast height.

3. Street trees - Street trees, such as Live Oak, East Palatka Holly and Ligustrum (trimmed as trees) are the designated street trees in the Chapel Crossings neighborhoods. Please contact the Design Review Committee for the appropriate species in each neighborhood. In neighborhoods of lots forty feet (40') in width, street trees shall be planted on every other lot. In neighborhoods of fifty foot (50') and sixty foot (60') wide lots, street trees shall be planted on every lot. See "Street Tree Plan" available from DRC for 40-foot lot neighborhoods.

Street trees shall be planted in accordance with standards outlined in Item 5 Tree Planting. Street trees shall be a minimum size of 3-inch caliper, 14-foot height (minimum) and 6-foot spread (minimum) with a full canopy and straight trunk. No low forks will be accepted on street trees. Undersized trees shall be removed and replaced by the builder/owner when required by the DRC. Trees shall be measured at (4") above the ground, diameter breast height (DBH).

4. Tree Removal - No existing trees greater than four (4) inches in diameter at breast height shall be removed or cut without the approval of the DRC. Tree removal permits must be obtained in accordance with Pasco County regulations. Builders and homeowners shall comply with the Pasco County Tree Protection and Restoration Ordinance.

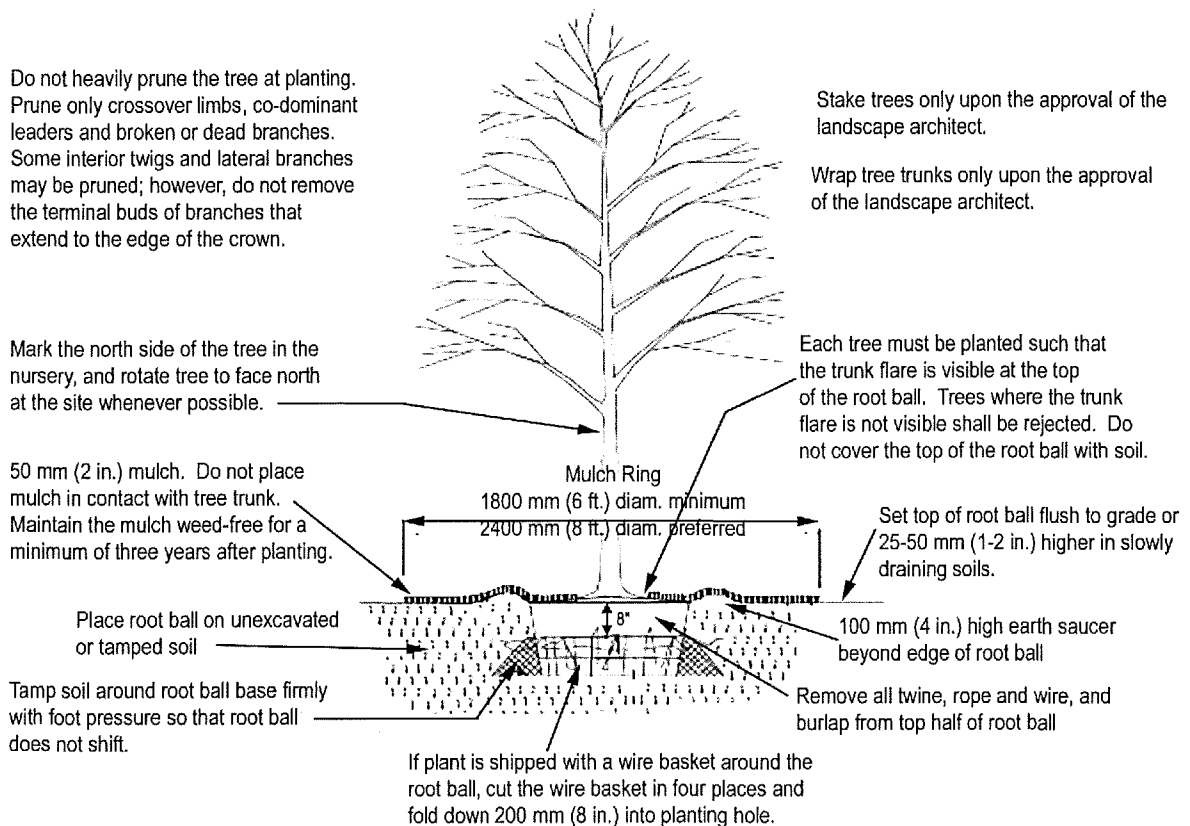
Landscaping (continued on next page)

Section Four: Landscape Standards

Landscaping (continued)

5. Tree Planting - Installation of all trees including street trees) shall be in accordance with the following International Society of Arboriculture Tree Planting Detail:

TREE PLANTING DETAIL - B&B TREES IN ALL SOIL TYPES



NOTE: This detail assumes that the planting space is larger than 2400 mm (8 feet) square, open to the sky, and not covered by any paving or grating.

Shrubs and Groundcover - Although the majority of the landscaping will be placed in the front of the residence, the DRC will be looking for moderate landscaping in all rear yards, on the street side of corner lots, and along the sides of the home as well as any screened enclosures. The minimum size for shrubs shall be 3-gallon container size with a height of 24". Accent shrubs are recommended to be 7-gallon to 15-gallon container size. The minimum size for groundcover is a 1-gallon container, and a 4-inch pot for annuals.

Landscaping (continued on next page)

Section Four: Landscape Standards

Landscaping (continued)

6. Spacing - Spacing of trees and shrubs shall be based on good horticultural practice and industry standards allowing for future growth of the plant materials with the maximum spacing for most shrubs being 30 inches to 36 inches on center. Spacing for hedges and screens may be 24 inches to 30 inches on center. Typical spacing for groundcover is 18 inches on center with 24 inches maximum.
7. Sod Requirements - The front and sides of the lot shall be sodded with St. Augustine "Floritam." Corner lots must always have St. Augustine "Floritam" sod installed along the street sides of the lot. Argentine Bahia sod is recommended for use in swales and low areas in order to provide turf areas that are more drought tolerant and require less irrigation. Argentine Bahia sod is acceptable in rear yards. Only solid sod shall be installed and no seeding, plugging or sprigging will be allowed.
8. Mulch - Dyed or artificially-colored mulch is prohibited. Pine bark mulch or pine straw is recommended. Mulch should be installed at a minimum of a three inch layer (3"). Rocks of natural colors (earth tones) are allowed but will be reviewed on a case-by-case basis.
9. Lots on Secondary Roadways - The DRC requires additional landscaping along the borders of lots along secondary roadways and neighborhood entry roads.
10. Prohibited Plant Material - The following trees and shrubs are prohibited in Chapel Crossings:

PROHIBITED PLANT MATERIAL

<u>Botanical Name</u>	<u>Common Name</u>
Casuarina equisetifolia	Australian Pine
Melaleuca leucadendron	Punk Tree
Schinus terebinthifolius	Brazilian Pepper
Melia azedarach	Chinaberry
Dalbergia sissoo	Rosewood
Fruit Trees	Bamboo (all species)

The use of citrus trees is discouraged and will be considered by the DRC on a case-by-case basis and only for installation in rear yards. A detailed plan must be submitted showing location, species and size of citrus tree. Trees that are listed by the Florida Exotic Pest Plant Council (FLEPPC) are also prohibited.

Other prohibited species: Any exotic flowering tree or exotic palm that is not cold tolerant. Such species may be allowed if it is placed in a portable container to be transported indoors by the homeowner during inclement weather.

11. A list of trees, shrubs and ground-cover with their respective drought tolerance is available from the Crown Community Development office upon request.
12. Information regarding Pasco County Ordinances may be obtained on-line at, <https://www.pascocountyfl.net/>

Section Four: Landscape Standards

Irrigation

All residential lots shall have installed an underground, fully automatic, 100% coverage irrigation system utilizing micro irrigation for 50% of the on-site greenspace.

1. The "Florida Irrigation Society" (FIS) Standards (6rd Edition, December 2017, as amended), should be used for all irrigation design and installation procedures, except where the requirements of the Pasco County Ordinances supersede the FIS standards.
2. An irrigation plan at a scale of 1" = 20' must be submitted to the DRC for review.
3. Irrigation of landscaping shall be accomplished through a master well system or the reclaimed wastewater system. Strict adherence to Chapel Crossings irrigation guidelines and Pasco County rules regarding usage is required. Check proposed plant materials for compatibility when reclaimed water is being used for irrigation.
4. In accordance with the Pasco County Ordinances, a maximum of fifty percent (50%) of the on-site greenspace (landscaping and turf grass areas) shall be allowed to utilize irrigation techniques other than micro irrigation. The irrigation system shall be designed to accommodate separate landscape plant zones based on differing water requirements. Sprays and rotors shall not be combined on the same irrigation zone. Turf areas shall be on separate irrigation zones from other landscape plant zones.
5. To prevent staining from irrigation water, all systems shall be designed to avoid over-spray, runoff, or other similar conditions where water flows onto or over adjacent property, non-irrigated areas, walkways, roadways, structures, or water features. Narrow areas such as planting beds along the sides or rear of the home shall not be irrigated unless micro irrigation is utilized. It is recommended that street trees and canopy trees be provided with micro irrigation coverage on a separate zone for optimum controlled watering time.
6. Irrigation control equipment shall include an operable and functioning automatic irrigation controller (time-clock) having program flexibility such as repeat cycles and multiple program capabilities. Automatic irrigation controller(s) shall have battery back-up to retain the time and irrigation program(s). Automatic irrigation control systems shall be equipped with an operable and functioning rain sensor device with automatic shut-off capability. The rain sensor device shall be placed where it is exposed to unobstructed natural rainfall.

Section Four: Landscape Standards

Landscape & Irrigation Maintenance

1. It shall be the responsibility of the homeowner to properly maintain all trees including street trees, shrubs, groundcover, turf and irrigation. The landscape and irrigation system shall be maintained and managed to ensure efficient water use and to prevent wasteful practices. No over spray of walks, streets or adjacent property is allowed. Homeowners shall comply with watering times as mandated by Chapel Crossings, the Southwest Florida Water Management District and Pasco County.
2. In the event that any tree, shrub, groundcover or turf area exhibits signs of decline or pest infestation, the homeowner shall take immediate action to remedy the problem. If the tree, plant material or turf dies, then the homeowner shall immediately remove the dead material and replace with new material to meet the specifications of the original landscape plan. The homeowner may propose a substitute to the DRC for the material being replaced.
3. Homeowners are responsible for regular maintenance of the irrigation system on their lots. Irrigation maintenance includes but is not limited to: resetting the automatic controller according to the season; cleaning irrigation filters; testing and calibrating the rain sensor device; monitoring, adjusting and repairing irrigation equipment to ensure that the efficiency of the system is maintained. Grass should be cut away from spray and rotor heads (re-setting as necessary) for optimum spray pattern and trajectory.
4. Landscape maintenance includes, but is not limited to:
 - a. Removing guy-wires and supports from trees and palms after establishment of the root zones.
 - b. Replenishing mulch in order to maintain a 3" depth after compaction.
 - c. Fertilization and soil amendments for landscaping and turf according to industry standard practices for optimum growth and longevity.
 - d. Pruning of plant material on a monthly basis and cutting of turf grasses on a weekly basis at a height recommended by landscape professionals.
 - e. Homeowners on ponds must mow to the top of pond banks. Homeowners shall not mow in wetland, conservation or preservation areas per requirements of local, state and federal permits.

Exterior Lighting

Any exterior house lighting for aesthetic purposes shall be kept close to the exterior wall of the house. Lighting fixtures shall be carefully oriented to avoid directing light towards adjacent property and the street. No light trespass will be permitted onto adjacent properties. No colored light sources shall be allowed unless seasonal or temporary in nature.

Section Four: Landscape Standards

Fencing

The design criteria for fencing has been established to allow a more pleasing look throughout the neighborhoods. In order to preserve the views of neighboring homes, fence styles and heights are restricted.

- a. All proposed fence installations must be submitted to and approved by the DRC prior to installation (Form for DRC submittals is Owner/Resident Modification Submittal Form - Exhibit B.) A site plan/survey of the home site showing location of the home and location of the fence must be included in submittal.

The following are guidelines for fences within Chapel Crossings' neighborhoods:

PVC/Vinyl Fencing

1. Fencing shall be solid-wall white PVC/vinyl fence that is constructed from high-quality materials, stabilizers and modifiers throughout the entire extruded profile.
2. Six (6) foot "privacy" fencing with twelve (12) inch lattice panels are permitted as shown in exhibit on pages 21 and 22. All post caps are to be "traditional" style caps.
3. Four (4) foot "containment" fencing shall be a straight picket design with three (3) inch wide pickets and two (2) to three (3) inch spacing between pickets. Traditional-style post caps are required. An example is shown in exhibit on page 21.

Aluminum Fencing

1. Fencing shall be four (4) or five (5) feet high and constructed of black powder-coated aluminum.
2. Fencing shall have pickets that are 3/4" wide with 3 7/8" spacing between pickets. The fence shall have cross members located at top and bottom of pickets as well as a cross member located 5 1/8" below the top piece. (See page 21 for example.)
3. Black powder-coated aluminum fencing is allowed in all neighborhoods but will be reviewed on a case-by-case basis.

Locations for PVC/Vinyl Privacy Fencing

1. Privacy fencing allowed as side and rear yard fencing:
 - a. Rear yard privacy fences are permitted primarily where one home site adjoins another home site back-to-back or a home site is located along the outer perimeter of Chapel Crossings. Privacy fencing must be used on back-to-back lots where there is no retaining wall. If a retaining wall exists at the rear of the lot, aluminum fencing is allowed.

Fencing (continued on next page)

Section Four: Landscape Standards

Fencing (continued)

Locations for PVC/Vinyl Privacy Fencing (continued)

1. Privacy fencing allowed as side and rear yard fencing (*continued*):
 - b. All home sites may have privacy fences as side yard fencing with certain restrictions. All side yard fences shall start fifteen (15) feet behind the front plane of the house. If the home site is not eligible for rear yard privacy fencing, the privacy fence shall transition to containment-style fencing at the rear plane of the house. See following examples.
2. Fence locations on corner lots may be further restricted due to side yard visibility constraints, side yard setback restrictions, and the location of homes on adjoining property. Corner lots will be handled on a case-by-case basis.
3. Containment fencing is permitted on any home site. Side yard containment fencing shall begin fifteen (15) feet behind the front plane of the home.
4. No fences will be permitted in the front yard.
5. Fences may extend into landscape or drainage easements at the owner's risk.
6. Fences may extend into utility easements at the owner's risk.
7. Privacy may be achieved by landscaping with approved trees and shrubs instead of fencing..
8. Fence requirements in Chapel Crossings may be more restrictive than those contained in Pasco County's fence ordinance. The Chapel Crossings fencing design guidelines will prevail in this instance.

The DRC reserves the right to modify fencing requirements within each neighborhood.

Fencing (continued on next page)

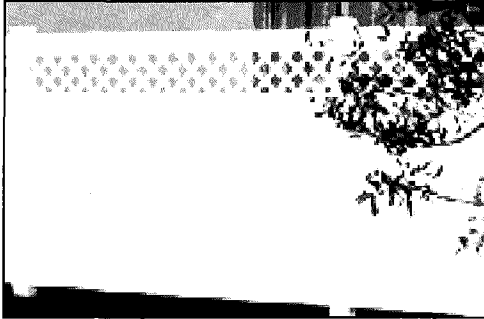
Section Four: Landscape Standards

Fence Specifications

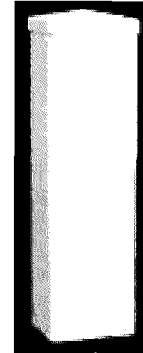
The approved PVC standard is solid-wall 100% white PVC/vinyl fence that is constructed from high-quality materials, stabilizers and modifiers throughout the entire extruded profile.

All fences must be approved by the Chapel Crossings Design Review Committee.

White PVC/Vinyl Privacy Fence



At Left:
Six-foot PVC privacy fence with twelve-inch lattice panel and traditional-style post caps.



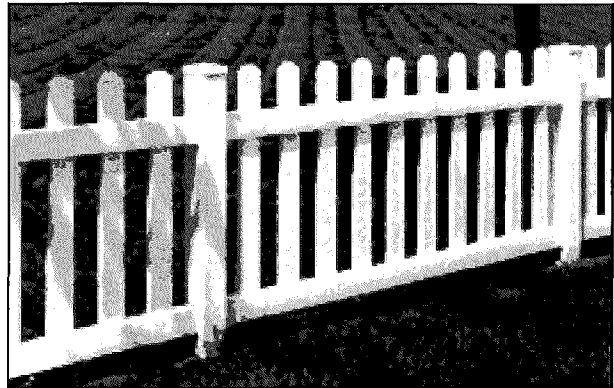
At Right:
Traditional-style PVC post cap.

The above fence is the permitted six-foot (6') privacy fence. Privacy fencing is permitted only in certain areas.

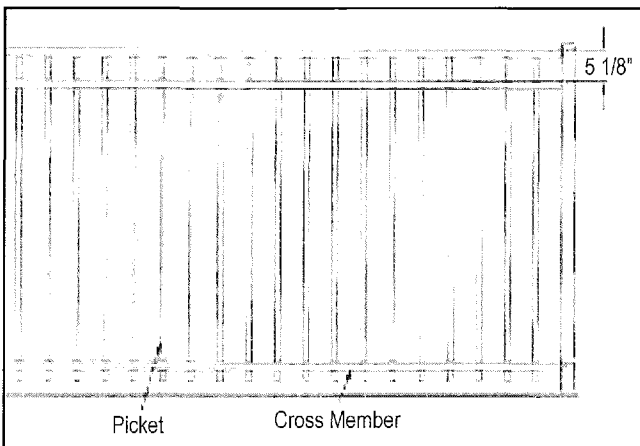
White PVC/Vinyl Containment Fence

The fence to the right is the approved forty-eight inch (48") containment fence. This style has straight pickets with traditional-style post caps.

1. Pickets shall be three inches (3") wide.
2. Spacing between pickets must be a minimum of two inches (2") or a maximum of three inches (3").



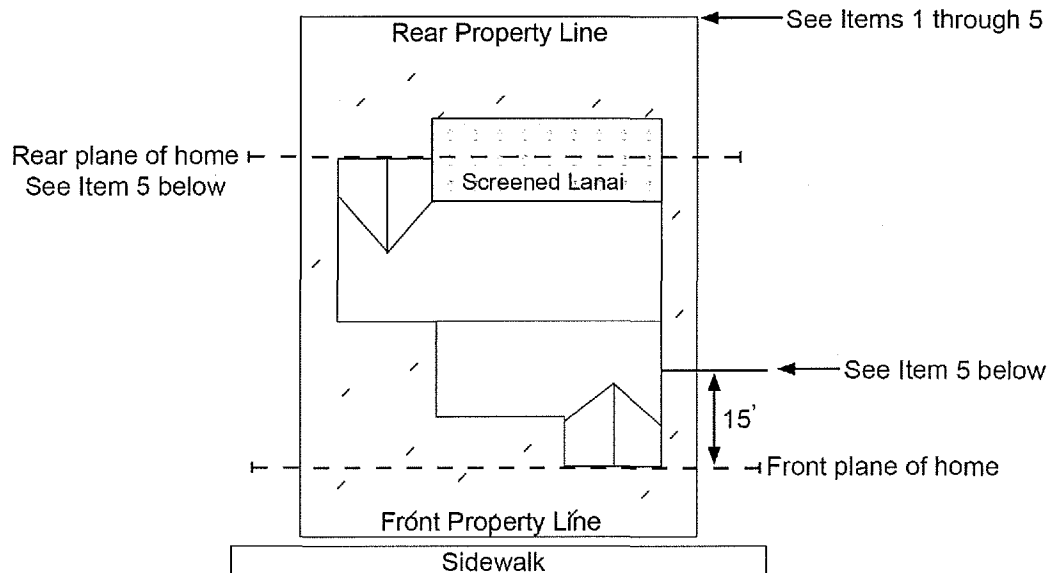
Black Powder-Coated Aluminum Fence



1. Fences may be 4' or 5' high.
2. Pickets shall be 3/4" wide.
3. Pickets shall be spaced 3 7/8" apart.
4. Cross-members shall be 1.25" wide.
5. Distance from top cross-member to second cross-member shall be 5 1/8".
6. Posts shall be 2" wide.
7. Aluminum fencing is permitted in all neighborhoods.

Section Four: Landscape Standards

Fence Specifications (continued)



1. Privacy fencing is not allowed in rear yards where home sites abut wetlands, ponds, conservation or selected common areas. This is to protect the view corridor of the neighboring homes.
2. Fences may not be installed in such a way as to damage retaining walls or prohibit maintenance of retaining walls.
3. Where back-to-back lots occur and there is no retaining wall at the rear property lines, only six-foot (6') white PVC fencing may be installed. Where there is a retaining wall, aluminum fencing may be installed.
4. All home sites may have privacy fencing as side-yard fencing. All side yard fences shall start fifteen (15) feet behind the front plane of the home. If the home site is not eligible for rear yard privacy fencing, the privacy fence shall transition to containment-style fencing at the rear plane of the home.
5. Fences installed in landscape easements, drainage easements or utility easements are installed at the owner's risk.
6. Fences are not permitted in the front yard.
7. Fencing on corner lots or abutting common areas will be handled on a case-by-case basis.

Design Review Submittal Requirements:

- a. All proposed fence installations must be submitted to and approved by the DRC prior to installation. Use Owner/Resident Modification Submittal Form – Exhibit B. A site plan/survey of the home site showing location of the home and location of the fence must be included in submittal.
- b. The fee for the review of a fence installation is \$25.00 payable to the Chapel Crossings Property Owners' Association, Inc. The DRC may take up to fourteen days to review the submittal.

Section Four: Landscape Standards

Screening and Buffering

1. Water softeners, sprinkler controls, trash containers, and other similar utilitarian devices must be fully screened from view and not visible from roadways, adjoining property and common areas.
2. Screening or buffering may be accomplished through the use of walls along with landscape materials. Landscape materials alone may also be utilized as long as there is 100% opacity.
3. Air conditioning units shall be shielded and hidden so that they are not readily visible from roadways, common areas or adjacent parcels. No window or through wall air conditioning units shall be installed in any residential unit.

Walls

Walls will be under scrutiny of the Design Review Committee to comply with design compatibility and shall be in keeping with the architectural style and materials used in the neighborhood. Approval of walls by the DRC will be on a case-by-case basis.

Retaining walls will be faced with the same material as the structure it is in contact with or shall be made of compatible materials. It is recommended that walls be constructed of solid masonry. No walls will be permitted in the front yard.

Section Five: Other Standards

Antennas & Satellite Dishes

All exterior antennas, microwave antennas and all satellite dishes in excess of one meter in diameter are prohibited in Chapel Crossings with the preferred size being eighteen inches in diameter or less. Satellite dishes should be painted to match the part of the home adjacent to the dish. For satellite dishes less than one meter in diameter, prior to installation homeowners shall submit detailed plans for review and approval. Plans of all proposed installations shall be properly scaled and dimensioned. The DRC approval shall be consistent with FCC rules implementing Section 207 of the Telecommunications Act. Dishes may not be placed on the front of the home. Other locations on the home, on the deck, or freestanding must be shown in the submission to the DRC with all dimensions, heights and screening that will be done. The goal of these requirements are established is to assure the safest possible location and operation of satellite dishes while preserving consistent aesthetic standards.

Clotheslines

The placement and type of clotheslines and clothes poles for the outdoor drying of clothes is subject to review by the DRC.

Flags

Freestanding flagpoles are not allowed. The American flag may be displayed on a pole mounted on the front of a house. It is recommended that the flag be no larger than 3 feet by 5 feet. Flag must be neat, tidy and not frayed or faded.

Garbage Containers

Garbage containers shall be stored inside the garage or shall be fully screened from view.

Golf Carts

Golf carts are prohibited on the roadways and common areas within Chapel Crossings.

Preparations for Inclement Weather

At times, the National Weather Service will issue alerts and warnings for our area regarding tropical storms or hurricanes. Residents are urged to take all possible precautions to secure homes and their property. Many local publications are available providing checklists and information for hurricane preparedness

Storm shutters, plywood or tape to protect windows and sliding glass doors, may be installed five (5) days before an impending storm. The timing is based upon the National Weather Service or Hurricane Center's projected time of arrival of a storm. Protective devices should be removed within five (5) days after a storm has passed through the area.

Section Five: Other Standards

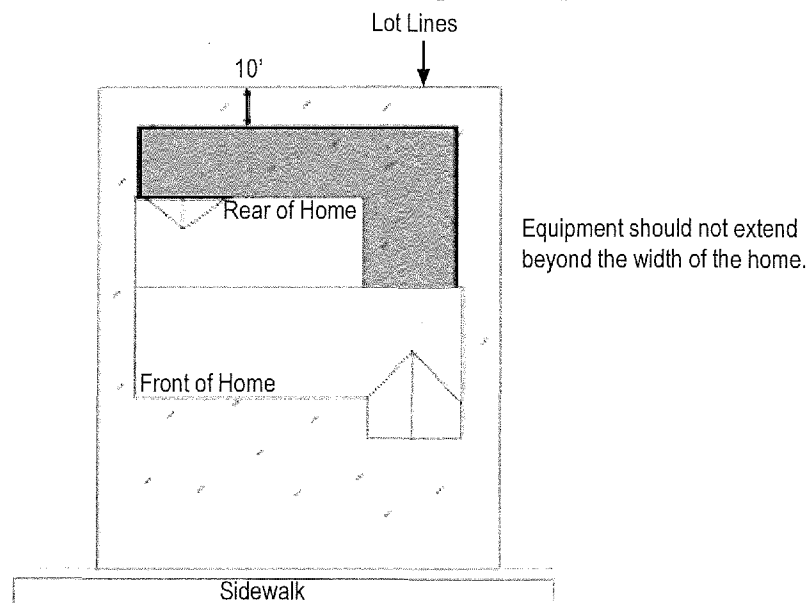
Propane Tanks

The installation of propane tanks is subject to approval of the DRC. It is recommended that all propane tanks be buried in front yards. The builder is responsible for contacting the utility locating service prior to digging. Tanks must be located outside of easements, and any gauges or other devices appearing aboveground must be screened in the front and on the sides by landscaping. The builder and/or homeowner shall be responsible for any damage to streets, sidewalks, landscaping or irrigation systems, and underground utilities, electric lines, telephone lines, cable television lines, potable water lines, reclaimed water lines, sanitary sewer lines, storm sewer lines and inlets during installation of tanks or during gas delivery or servicing of tanks.

The builder and/or homeowner shall be responsible for any surcharges imposed by any utility company due to the installation of propane gas service to the home. The builder and/or homeowner are responsible for contracting with reputable, insured propane gas companies.

Recreational Items

1. **Play equipment** shall be allowed but will be considered on a case-by-case basis. All play equipment must be submitted and be approved by the DRC prior to installation. See instruction for submittal on page 26. Play equipment shall be located in rear yards only, must not be visible from the street, and should not extend beyond the width of the home. Equipment must be located at least ten feet (10') from the rear property line. The equipment must be placed so that the views of neighboring residents are not affected. Screening with an approved fence or landscaping is required.



Recreational Items continued on next page

Section Five: Other Standards

Recreational Items *(continued)*

2. **Basketball Standards:** All proposed basketball standard installations must be submitted to and approved by the Design Review Committee prior to installation. (See Modification Form – Exhibit B.) Instructions for submittal are on page 26.

The only type of basketball standard approved for Chapel Crossings includes a backboard made of clear acrylic in a rectangular or fan shape. Only black metal poles are allowed and must be installed in a location based on one of the following:

- a. A minimum of 15 feet from the lot side of the public sidewalk and along the outside edge of your driveway; or
- b. Rear yard installations may be approved on a case-by-case basis. The backboard may be installed directly on the face of the garage above the garage door on side-load garages only. No other front yard and no side yard locations will be allowed. Portable basketball standards are allowed but must meet the same color and location standards as permanently installed standard.

Note: Clear backboards and black poles tend to blend into their surroundings and are less noticeable, providing a neat, uniform appearance throughout the entire community.

3. **Accessory Buildings:** Playhouses and other freestanding structures must be approved in writing by the DRC prior to construction. No storage sheds or greenhouses are permitted.

Accessory buildings are to be located as described and shown in exhibit above for Recreational Items.

4. **Submittals for Approval of Recreational Items and Accessory Buildings**

- a. Please complete Owner/Resident Modification Submittal Form – Exhibit B. Include the following:
- b. One copy of a final survey indicating the location of the house on the lot with the proposed play equipment, accessory building or basketball standard in relationship to the existing house and all adjacent property lines. The survey must be drawn to scale and be fully dimensioned.
- c. A color photo, brochure, catalog cut sheet and the exact make and model of the proposed item(s). Provide a scaled drawing depicting the accessory building.
- d. A description of the exterior of the building specifying roofing, siding and trim materials and colors. The building must match the architectural style, materials and color of the main home.
- e. Plan indicating the specific plants proposed as landscape screening, including height and spacing at installation, quantity and species. Also identify landscaping on neighboring lots which could be impacted by the installation and provide a hedge or other means of protecting neighboring landscaping.

Section Five: Other Standards

Temporary Storage Containers

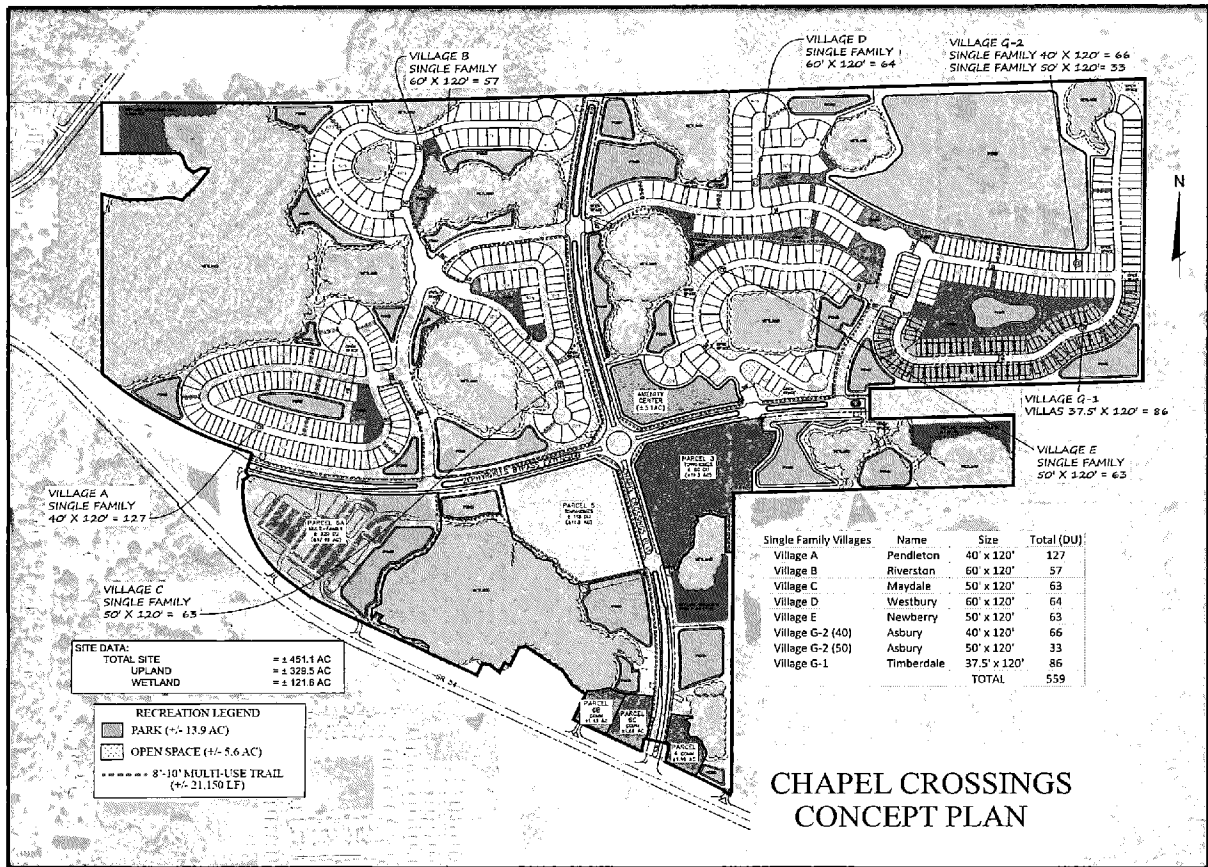
PODS and other temporary storage containers are allowed subject to the following conditions:

1. There must be only one storage container at a residence at any time.
2. The storage container shall not be placed on the sidewalk or on any roadway.
3. Containers may not remain at a residence longer than ten days.

Tennis Courts

Private tennis courts are not allowed.

Section Six: Chapel Crossings Neighborhoods



Maps are conceptual and are not to scale. The information contained herein is subject to change without notice. Future development of Chapel Crossings may or may not occur as shown on illustrations, depictions, or maps. Changes during actual construction or subsequent activities may render information on this site plan inaccurate. Homes within Chapel Crossings are constructed and sold by builders who are not affiliated with Crown Community Development. Prices and availability are subject to change without notice. This is not an offer to buy or to sell.

Section Six: Chapel Crossings Neighborhoods

Lot Layout & Setback Requirements

STRUCTURE MINIMUM SETBACKS

Neighborhood	Village	Front Setback	Side Setbacks	Side Yard Setback for Corner Lot	Rear Setback
Asbury – 40	G-2	20'	5'	20'	15'
Asbury - 50	G-2	20'	5'	20'	15'
Maydale	C	20'	5'	20'	15'
Newberry	E	20'	5'	20'	15'
Pendleton	A	20'	5'	20'	15'
Riverston	B	20'	5'	20'	15'
Timberdale*	G-1	20'	5'*	20'	15'
Westbury	D	20'	5'	20'	15'

Front setbacks from road R.O.W.'s should be staggered to provide variety and create a less regimented and monotonous streetscape.

For 40' home sites, side setbacks may be reduced. The Chapel Crossings MPUD outlines various conditions that must be met (including installation of gutters on all sides of the home) if side setbacks of less than 7.5 feet are utilized. Please consult Chapel Crossings MPUD, Pasco County Land Development Code Section 902.2.K.2.b, and approved construction plans for all conditions.

*A distance of 15 feet is required between villa buildings.

Section Six: Chapel Crossings Neighborhoods

Lot Layout & Setback Requirements (continued)

POOL/ENCLOSURE SETBACKS

Neighborhood	Side Setback	Rear Setback
All single-family home neighborhoods	Must match the structure	5'

Maximum Building Coverage

Maximum building coverage shall be no greater than 65% of total lot area for single-family residences.

Minimum Square Footage

Square footage is limited to heated and air-conditioned space, exclusive of porches, garages and decks. Housing units shall have the following minimum square footage requirements:

Neighborhood	Village	Minimum Square Footage
Asbury – 40	G-2	1,500 square feet
Asbury – 50	G-2	1,500 square feet
Maydale	C	1,500 square feet
Newberry	E	1,500 square feet
Pendleton	A	1,500 square feet
Riverston	B	1,700 square feet
Timberdale	G-1	1,500 square feet
Westbury	D	1,700 square feet

Maximum square footage will be at the discretion of the Design Review Committee.

Section Six: Chapel Crossings Neighborhoods

Tree Requirements

Canopy Trees and Understory Trees - Within the Chapel Crossings neighborhoods, there are minimum requirements for canopy trees and under-story trees on each lot.

Neighborhood	Village	Canopy Tree Requirement	Understory Tree Requirement
Asbury – 40	G-2	Two	One
Asbury – 50	G-2	Two	One
Maydale	C	Two	One
Newberry	E	Two	One
Pendleton	A	Two	One
Riverston	B	Two	One
Timberdale	G-1	Two	One
Westbury	D	Two	One

1. As an option, one canopy tree may be replaced by a grouping of palms at the ratio of three (3) palms (10' clear trunk) equaling one (1) canopy tree. Additional palms may be planted on-site, however, they will not count towards meeting the canopy tree requirement.
2. Existing trees may count toward meeting the minimum requirements.
3. Street trees along roadways do not count toward meeting the minimum requirements. Minimum size for canopy trees is 4-inch caliper, 14-foot to 16-foot height (minimum) by 6-foot to 7-foot spread (minimum) with a full canopy and straight trunk. Under-story trees shall be 10 feet to 12 feet in height by 5-foot to 6-foot spread typical, however smaller accent trees may be approved by the DRC upon review of the Landscape Plan. Trees shall be measured at (4") above the ground, diameter breast height. (DBH)

Street Trees - Street trees are required in all neighborhoods. See Section Four: Landscape Standards, for additional requirements and specifications for street trees.

See **Section Four: Landscape Standards**, for additional tree specifications.

Exhibit A

Builder's Design Review Committee Submittal Form
Chapel Crossings Property Owners' Association

Date of Submittal

Submitted By: _____
 Mailing Address: _____ Home Phone: _____
 _____ Cell Phone or Email Address: _____
 Neighborhood: _____ Lot #: _____ Block #: _____
 Lot Address: _____ Fee Submitted: _____

(The top section of each page must be filled out for every submittal.)

To be completed by Builders Only

Model Name: _____ Elevation Name: _____
 Buyer's Name: _____ Lot & Home Package Price: _____

Home Square Footage: _____ Lot Area: _____ sq. ft. <i>(Dwelling Only: Excludes driveway, pool, etc.)</i>	% Building coverage: _____
---	----------------------------

All four packages may be submitted singly or batched together but each package must include all items listed. Incomplete packages will be returned without review. All four packages must be received before final Design Review approval can be granted.

1.) Plans Package: Faxed or emailed plans are not acceptable *(Check items being submitted.)*

- Survey/Site Plan - 1 copy (Must be scalable, fully dimensioned and include all front, rear and side yard setbacks, and the proposed driveway location.)
- Elevations - 1 copy (All four elevations must be represented.)
- Floor Plans - 1 copy

2.) Landscaping Package: Faxed or emailed plans are not acceptable *(Check items being submitted.)*

- Landscaping Plan - 1 copy (scalable plans provided by Pasco County approved professionals.)
- Plant/Cost Listing - 1 copy (Must include size, quantity, unit cost and quantity of sod.)

3.) Fence, Patio, Pool or Screened Enclosure Package:

Type of Submittal

- Fence: Privacy: _____ Containment: _____ Aluminum: _____
- Deck or Patio: Type of Material _____ Finish/Color _____
- Pool Screened Enclosure: Bronze frames with charcoal screen.

Submission: Faxed or emailed plans are not acceptable *(Check items being submitted.)*

- Site Plan - 1 copy *(Must be scalable and fully dimensioned. Should accurately depict proposed locations in relationship to house, easements and lot lines.)*
- Detailed Construction Drawings - 1 copy

Builder's check should be payable to **Thornwood Associates, LLC**

Exhibit A

Builder's Design Review Committee Submittal Form
Chapel Crossings Property Owners' Association

Date of Submittal

Submitted By: _____ Neighborhood: _____

Lot Address: _____ Lot # _____ Block # _____

Model Name: _____ Package Name/#: _____

4.) Color Selection Package

Item Being Submitted	Material	Manufacturer's Color Name	Manufacturer's Color Number	Manufacturer
Roofing				
Building Body				
Fascia				
Trim				
Soffit				
Stone				
Brick				
Entry Door				
Garage Door				
Shutters				
Driveway				
Entry Walk				
Stoop				
Window Frame		White or Bronze*		
Gutters				
Chimney				
Screen Enclosure	Bronze Frames	Charcoal Screen		
Exterior Lighting				
Fence				
*Circle One				

NOTE: Color Selection Package cannot be accepted prior to submittal of the Plans Package. Builder will be notified if color samples are required for the review. If color package is indicated, any items that are not a part of the package still need to be itemized.

Exhibit B

Owner/Resident Modifications Submittal Form
Chapel Crossings Property Owners' Association

Date of Submittal:

Name: (Please Print) _____

Chapel Crossings Address: _____

Chapel Crossings Neighborhood: _____ Lot ____ Block ____

Current Mailing Address: _____
(if different from above)

Phone: Home # _____ Cell # _____

Email Address: _____

Design Review Fee: _____ Date Paid: _____ Check #: _____

Modification(s) Requested: To Exterior of Home or Lot

- (1) _____
- (2) _____
- (3) _____

Additional Comments or Information: _____

All modifications or additions to the exterior of a home or lot in Chapel Crossings must be reviewed and approved by the Design Review Committee prior to construction. Please include all information needed to fully describe the type of modification you are requesting. (Examples: Most submittals will require one copy of a final survey of your home and lot indicating the location of the addition or modification and the distances to all property lines. Complete construction details are required for decks, patios, gazebos, fences, room additions, etc. Landscaping modifications should indicate location and type of plants. Changes of exterior colors will require a color sample.)

Some types of additions or modifications may require a building permit from Pasco County. Please check with them before beginning your installation.

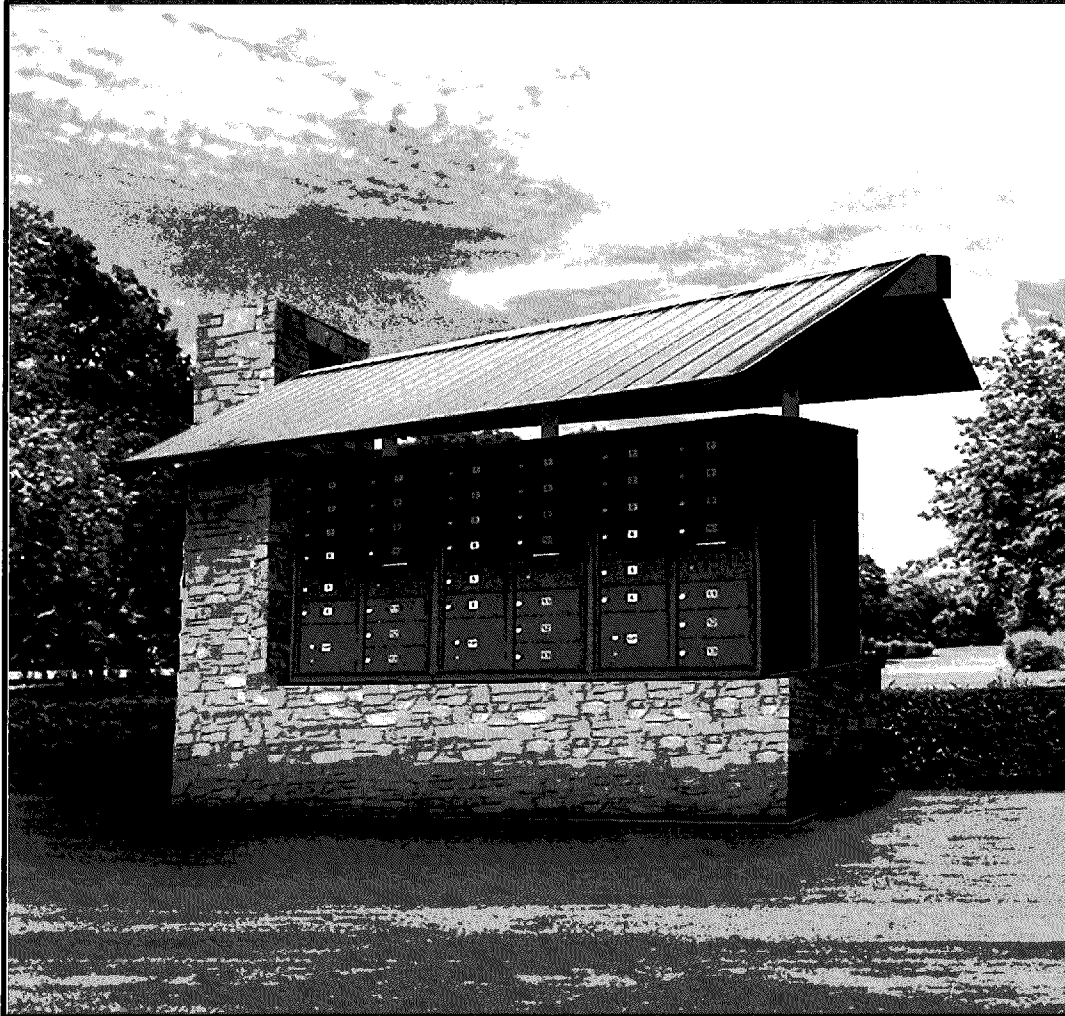
Fees for modifications are payable to the Chapel Crossings Property Owners' Association, Inc.

For further information, call the Association at (813) 994-2277. Written specifications and/or special instructions for the type of modification you are requesting will be provided to assist you with your submittal. Design Review Committee meetings are held on a regular basis and a written report of review results will be mailed to you.

Modifications or additions may not be started without prior Committee approval.

Exhibit C

Mail Kiosk (Typical)



The number, design, locations and materials for Mail Kiosks are subject to review and approval of Crown Community Development