



**CENTRAL PARC  
COMMUNITY DEVELOPMENT  
DISTRICT**

**SARASOTA COUNTY**

**REGULAR BOARD MEETING  
FEBRUARY 20, 2024  
2:00 P.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.centralparccdd.org](http://www.centralparccdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**CENTRAL PARC**  
**COMMUNITY DEVELOPMENT DISTRICT**  
19503 S. West Villages Parkway  
Meeting Room across from Suite A14  
Venice, Florida 34293  
**REGULAR BOARD MEETING**  
February 20, 2024  
2:00 P.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Consider Resignation of Supervisor Hunter.....Page 2
- D. Establish Quorum
- E. Additions or Deletions to Agenda
- F. Comments from the Public
- G. Approval of Minutes
  - 1. November 21, 2023 Regular Board Meeting Minutes.....Page 3
- H. Old Business
- I. New Business
  - 1. Discussion Regarding Required Ethics Training.....Page 6
  - 2. Consider Approval of Plat and Limited Joinder of the CDD in the HOA Declaration.....Page 10
  - 3. Consider Approval of Letter Agreement Regarding Gates Opening During Construction Hours.....Page 160
- J. Administrative Matters
- K. Staff Reports
  - 1. District Manager
  - 2. District Counsel
  - 3. District Engineer
- L. Comments from the Public for Items Not on the Agenda
- M. Board Members Comments
- N. Adjourn

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF REGULAR BOARD MEETING

NOTICE IS HEREBY GIVEN that the Central Parc Community Development District (the District) will hold a Regular Board Meeting (the Meeting) on February 20, 2024, at 2:00 p.m. in the offices of Special District Services, Inc. located at 19503 S. West Villages Parkway, in a Meeting Room across from Suite A14, Venice, Florida 34293. The Meeting is being held for the necessary purpose of addressing any agenda items which may properly come before the Board.

A copy of the agenda for this Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., 19503 S. West Villages Parkway, #A3, Venice, Florida 34293, or by contacting the District Manager at 941-244-2805 and/or toll free at 1-877-737-4922 during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Meeting may be continued to a date, time and place to be specified on the record at the Meetings.

Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Managers office at least forty-eight (48) hours prior to the Meeting. If you are hearing and speech impaired, please contact the Florida Relay Services by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Managers office.

Anyone requiring assistance in order to obtain access to the Meeting should contact the District Managers office at least forty-eight (48) hours prior to the Meeting. Similarly, any person requiring or that otherwise may need assistance accessing or participating in this Meeting because of a disability or physical impairment is strongly encouraged to contact the District Managers office at least forty-eight (48) hours in advance so that arrangements may be made.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a verbatim record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be made.

District Manger

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

[www.centralparccdd.org](http://www.centralparccdd.org)

Pub: Feb 9, 2024; #9820180

**Tricia Lascasas**

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**From:** Jonathan Hunter <jhunter592@icloud.com>  
**Sent:** Thursday, November 16, 2023 4:35 PM  
**To:** William Crosley  
**Subject:** Jonathan Hunter resignation

I Jonathan Hunter hereby resign from Central Parc- CDD beginning on September 22nd located in North Port, FL. I am no longer working with Sabal Trace Development Partners, LLC or Central Parc.

Respectfully

Jonathan H. Hunter  
11/16/2023

Sent from my iPhone



**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
NOVEMBER 21, 2023**

**A. CALL TO ORDER**

The Regular Board Meeting of the Central Parc Community Development District (the “District”) was called to order at 2:02 p.m. in the Meeting Room across from Suite A14 in the offices located at 19503 S. West Villages Parkway, #A4, Venice, Florida 34293.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Sarasota Herald Tribune* on November 10, 2023, as legally required.

**C. SEAT NEW BOARD MEMBER**

Rebecca Caspari was seated as a new Board Supervisor in Seat #4 which expires in 2024.

**D. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER DUTIES & RESPONSIBILITIES**

Mr. Crosley administered the oath of office to Rebecca Caspari. Micheal Eckert reviewed some key points of the new ethics training that Supervisors are now required to complete and briefly explained the Sunshine Law.

**E. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance:

Chairman	Mark Gerenger	Present
Vice Chairman	James Blucher	Absent
Supervisor	Jonathan Hunter	Absent
Supervisor	Sean Landers	Present
Supervisor	Rebecca Anderson Caspari	Present

Staff in attendance were:

William Crosley	District Manager	Special District Services, Inc.
Mike Eckert	District Counsel	Kutak Rock LLP
Peter Van Buskirk (via phone)	District Engineer	Kimley-Horn

**F. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

**G. COMMENTS FROM THE PUBLIC**

There were no comments from the public.

## **H. APPROVAL OF MINUTES**

### **1. September 28, 2023, Public Hearing & Regular Board Meeting**

A **motion** was made by Mr. Gerenger, seconded by Mr. Landers and passed unanimously approving the minutes of the September 28, 2023, Public Hearing & Regular Board Meeting, as presented.

## **I. OLD BUSINESS**

There were no Old Business items to come before the Board.

## **J. NEW BUSINESS**

### **1. Consider LED Lighting Agreement between the District and FPL**

This agreement provides for Phase One for 142 installed lights, described as Green or Green Granville. The fees associated are a monthly charge of \$529 for underground infrastructure and once installed, a monthly fee to power the lights in the amount of \$4,935.37. There will be additional light poles installed as construction continues. An amended budget may be completed when the lights are installed and billing occurs to allow for the additional expenses estimated at \$5,600 per month.

A **motion** was made by Mr. Gerenger, seconded by Ms. Caspari and passed unanimously approving the LED Lighting Agreement between the District and FPL, as presented.

### **2. Consider 2-Year Auditor Renewal Option – Grau & Associates**

A **motion** was made by Mr. Gerenger, seconded by Ms. Caspari and passed unanimously approving the 2-year renewal option with Grau & Associates to perform the District's audits for the fiscal year ended 2023 in the amount of \$3,700 and the fiscal year ending 2024 in the amount of \$3,800, as presented.

## **K. ADMINISTRATIVE MATTERS**

There were no Administrative Matters to come before the Board.

## **L. STAFF REPORTS**

### **1. District Manager**

The next meeting is scheduled for December 19, 2023.

### **2. District Counsel**

There was no District Counsel report at this time.

### **3. District Engineer**

There were no further updates from the District Engineer.

## **M. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

**N. BOARD MEMBER COMMENTS**

There were no further comments from the Board Members.

**O. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Gerenger, seconded by Ms. Caspari and passed unanimously adjourning the meeting at 2:28 p.m.

**ATTESTED BY:**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice-Chair

**Tricia Lascasas**

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**From:** Kutak Rock Communications <Communications@KutakRock.com>  
**Sent:** Friday, January 5, 2024 4:50 PM  
**To:** Willson, Alyssa C.  
**Subject:** Ethics Training 2024

# KUTAKROCK

Development and Improvement Districts Practice Group



ABOUT US

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NEWS & PUBLICATIONS

## District Managers,

As of January 1, 2024, all Board Supervisors of Florida Community special districts are required to complete four (4) hours of ethics training each year that addresses at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of Florida. The purpose of this email is to notify you of free, on-demand resources available to Board Supervisors to satisfy this requirement. Further information regarding the requisite training is available on the [Florida Commission on Ethics' \("COE"\) website](#).

Please share this information with Board Supervisors or include in the next available agenda package. As always, if you have any questions, please do not hesitate to reach out to your Kutak Rock attorney.

### Free Training Resources

The COE has produced several free, online training tutorials that will satisfy the ethics component of the annual training. The on-demand videos are available at the link below. Further, the website provides

additional links to resources that Supervisors can access to complete the training requirements.

### ***Florida Commission on Ethics Training Resources***

Please note that the COE-produced content only provides free training for the ethics component of the annual training. However, the Office of the Attorney General of the State of Florida offers a free, two-hour online audio course that covers the Sunshine Law and Public Records Act components of the requisite training. The on-demand audio course is available at the link below.

### ***Office of the Attorney General Training Resources***

#### **Compliance**

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the ethics training requirements. At this time there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

We have received multiple inquiries as to whether Board Supervisors are required to annually file Form 6 in addition to Form 1. Currently, Board Supervisors continue to be exempt from the requirement to file Form 6.

Finally, with respect to the annual filing of Form 1, beginning this year the Commission on Ethics will be requiring electronic submission of Form 1. Filers, including Board Supervisors, should be receiving an email directly from the Commission on Ethics, providing detailed information about the electronic filing process and the upcoming deadline of July 1, 2024. Note the submission of the forms will no longer be handled through county Supervisor of Election's offices.

### ***Kutak Rock's Development and Improvement Districts Practice Group***

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## **Kutak Rock's Florida Development and Improvement Districts Practice Group**



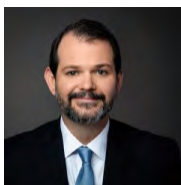
**Jonathan Johnson**  
Partner

(850) 264-6882



**Lindsay Whelan**  
Partner

(850) 692-7308



**Joseph Brown**  
Partner

(850) 692-7303



**Katie Buchanan**  
Partner

(850) 294-5184



**Michael Eckert**  
Partner

(850) 567-0558



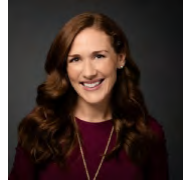
**Wesley Haber**  
Partner

(850) 566-3413



**Tucker Mackie**  
Partner

(850) 692-7300



**Sarah Sandy**  
Partner

(850) 556-5947



**Alyssa Willson**  
Partner

(850) 661-9973



**Jere Earlywine**  
Of Counsel

(850) 692-7300



**Bennett Davenport**  
Associate

(850) 692-7300



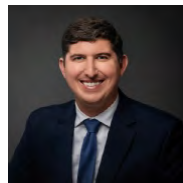
**Ryan Dugan**  
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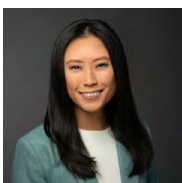
**Kate John**  
Associate

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**Kyle Magee**  
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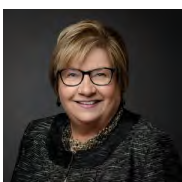
**Michelle Rigoni**  
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This is a publication of Kutak Rock LLP. It is intended to notify our clients and friends of current events and provide general information.

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107 W College Ave, Tallahassee, Florida 32301





**RWA ENGINEERING**  
 12800 UNIVERSITY DRIVE, SUITE 175  
 FORT MYERS, FLORIDA 33907  
 PHONE: (239) 597-0575 FAX: (239) 597-0578  
 FLORIDA CERTIFICATE OF AUTHORIZATION # LB-6952  
 PREPARED BY  
**MICHAEL A. WARD, PLS LS 5301**

# CENTRAL PARC PHASE 1

A SUBDIVISION LYING IN SECTIONS 28, 29, 32 AND 33,  
 TOWNSHIP 39 SOUTH, RANGE 21 EAST,  
 CITY OF NORTH PORT  
 SARASOTA COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

SHEET 1 OF 19

TRACT TABLE		
TRACT	USE	DESIGNATIONS
100	ROAD RIGHT OF WAY	R/W, AE, DE, PUE, IE
400	AMENITY CENTER	AE, DE, PUE, IE
506 THROUGH 511	STORMWATER/LAKE MANAGEMENT	AE, DE, LME, IE
601, 602, 603, 610, 612, 613 AND 615 THROUGH 624	OPEN SPACE, COMMON AREA, STORMWATER	AE, DE, IE, LME, LBE, PUE
LOTS	36 SINGLE FAMILY	
LOTS	68 VILLAS	
1-2	FUTURE DEVELOPMENT	

**NOTICE**

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF SARASOTA COUNTY.

- THE NOTICE TO PURCHASER IS SIMULTANEOUSLY RECORDED WITH THIS PLAT IN THE OFFICIAL RECORDS AS INSTRUMENT NUMBER \_\_\_\_\_, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
- THE COMMUNITY DECLARATION FOR CENTRAL PARC AT NORTH PORT (THE "DECLARATION") IS SIMULTANEOUSLY RECORDED WITH THIS PLAT IN THE OFFICIAL RECORDS AS INSTRUMENT NUMBER \_\_\_\_\_, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
  - TRACT 100 IS A ROAD RIGHT OF WAY UNDER THE TERMS OF THE DECLARATION, WHICH WILL BE CONVERTED TO THE DISTRICT BY SEPARATE DEED AND THE USE OF WHICH BY LOT OWNERS WILL BE GOVERNED BY THE DECLARATION.
  - TRACT 400 IS AN AMENITY AREA UNDER THE TERMS OF THE DECLARATION, WHICH WILL BE MAINTAINED BY THE ASSOCIATION, AND THE USE OF WHICH WILL BE GOVERNED BY THE DECLARATION.
  - TRACTS 506 THROUGH 511 ARE STORMWATER MANAGEMENT AREAS UNDER THE TERMS OF THE DECLARATION, WHICH WILL BE CONVERTED TO THE DISTRICT BY SEPARATE DEED AND MAINTAINED BY THE DISTRICT, AND THE USE OF WHICH BY LOT OWNERS WILL BE GOVERNED BY THE DECLARATION.
  - TRACTS 601, 602, 603, 610, 612, 613 AND 615 THROUGH 624 ARE OPEN SPACE, COMMON AREAS AND STORMWATER AREAS UNDER THE TERMS OF THE DECLARATION, WHICH WILL BE CONVERTED TO THE DISTRICT BY SEPARATE DEED AND MAINTAINED BY THE DISTRICT, AND THE USE OF WHICH BY LOT OWNERS WILL BE GOVERNED BY THE DECLARATION.
  - TRACTS 1 AND 2 ARE FUTURE DEVELOPMENT AREAS AND MAY BE RE-PLATTED IN ACCORDANCE WITH THE DECLARATION.

**RESERVATION OF EASEMENTS**

THERE IS HEREBY EXPRESSLY RESERVED TO SABAL TRACE DEVELOPMENT PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY (THE "COMPANY"), ITS SUCCESSORS OR ASSIGNS, EASEMENTS OF TEN (10) FEET IN WIDTH ALONG ALL FRONT LOT LINES FOR THE EXPRESS PURPOSE OF ACCOMMODATING SURFACE AND UNDERGROUND UTILITIES, INCLUDING IRRIGATION FACILITIES.

**PUBLIC UTILITY EASEMENTS**

THE COMPANY DOES HEREBY GRANT NON-EXCLUSIVE EASEMENTS TO THE CITY OF NORTH PORT; FLORIDA POWER AND LIGHT COMPANY; CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT"); AND OTHER AUTHORIZED UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND POWER, GAS, TELEPHONE, WATER, SEWER, ELECTRIC, CABLE TELEVISION, IRRIGATION, AND OTHER UTILITIES, LINES, AND FACILITIES UNDER EACH AREA DEPICTED ON THIS PLAT AS A "PUBLIC UTILITY EASEMENT" OR "PUE." ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, OR WITH THE FACILITIES OR OTHER IMPROVEMENTS CONSTRUCTED THEREIN.

**PRIVATE ACCESS EASEMENTS**

THE COMPANY DOES HEREBY GRANT NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS TO THE DISTRICT; CENTRAL PARC AT NORTH PORT HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT (THE "ASSOCIATION"); ALL OWNERS OF THE PROPERTY IN CENTRAL PARC PHASE 1, A SUBDIVISION, AND THEIR GUESTS, LICENSEES, INVITES, SUCCESSORS, AND ASSIGNS; ALL UTILITIES SERVING THE SUBDIVISION; ALL EMERGENCY AND LAW ENFORCEMENT PERSONNEL SERVING THE SUBDIVISION; AND ALL OTHER PERSONS PROVIDING ESSENTIAL SERVICES TO THE SUBDIVISION OVER AND ACROSS THE AREA DEPICTED ON THIS PLAT AS A "PRIVATE ACCESS EASEMENT" OR "AE."

**PRIVATE DRAINAGE EASEMENTS**

THE COMPANY DOES HEREBY GRANT NON-EXCLUSIVE DRAINAGE EASEMENTS TO THE DISTRICT AND ASSOCIATION AND THE CITY OF NORTH PORT FOR STORMWATER DRAINAGE PURPOSES OVER, UNDER, AND ACROSS EACH AREA DEPICTED ON THIS PLAT AS A "PRIVATE DRAINAGE EASEMENT" OR "DE." IT IS ACKNOWLEDGED THAT THE CITY HAS NO MAINTENANCE OBLIGATIONS ASSOCIATED WITH THESE EASEMENTS.

**LIFT STATION EASEMENT**

THE COMPANY DOES HEREBY GRANT AN EXCLUSIVE UTILITY EASEMENT TO THE CITY OF NORTH PORT FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF A SEWERAGE LIFT STATION AND RELATED FACILITIES UNDER, OVER, AND ACROSS THE AREA DEPICTED ON THIS PLAT AS "LS-1."

**LAKE MAINTENANCE AND ACCESS EASEMENTS**

THE COMPANY DOES HEREBY GRANT NON-EXCLUSIVE LAKE MAINTENANCE AND ACCESS EASEMENTS TO THE DISTRICT AND ASSOCIATION AND THE CITY OF NORTH PORT, OVER AND ACROSS TRACTS 506 THROUGH 511 AND EACH AREA DEPICTED ON THIS PLAT AS A "LAKE MAINTENANCE AND ACCESS EASEMENT" OR "LME" TO MAINTAIN THE DRAINAGE AND STORMWATER RETENTION AREAS AND FACILITIES. IT IS ACKNOWLEDGED THAT THE CITY OF NORTH PORT HAS NO MAINTENANCE OBLIGATIONS ASSOCIATED WITH THESE EASEMENTS.

**IRRIGATION EASEMENTS**

THE COMPANY DOES HEREBY GRANT NON-EXCLUSIVE MAINTENANCE AND ACCESS EASEMENTS TO THE DISTRICT AND ASSOCIATION OVER AND ACROSS EACH AREA DEPICTED ON THIS PLAT AS AN "IRRIGATION EASEMENT" OR "IE" FOR THE MAINTENANCE AND OPERATION OF THE IRRIGATION SYSTEM.

**LANDSCAPE BUFFER EASEMENTS**

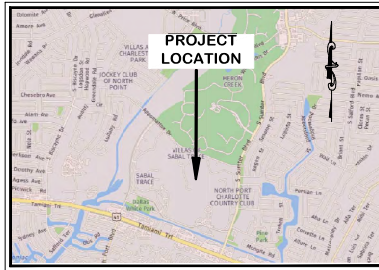
THE COMPANY DOES HEREBY GRANT NON-EXCLUSIVE EASEMENTS TO THE DISTRICT OVER AND ACROSS EACH AREA DEPICTED ON THIS PLAT AS A "LANDSCAPE BUFFER EASEMENT" OR "LBE" AS NECESSARY TO INSTALL AND MAINTAIN LANDSCAPING, IRRIGATION, AND ANY PERIMETER WALL OR FENCE THAT MAY BE INSTALLED WITHIN SUCH AREAS.

**SURVEYORS CERTIFICATE**

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF CENTRAL PARC PHASE 1, CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, (F.S.)

I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT, AND THE PERMANENT CONTROL POINTS (PCP'S), WILL BE INSTALLED WITHIN 1 YEAR FROM THE DATE OF RECORDING AND WILL BE CONFIRMED BY SURVEYORS AFFIDAVIT.

MICHAEL A. WARD, PLS  
 FLORIDA PROFESSIONAL LAND SURVEYOR, PLS NO. 5301  
 RWA, INC.  
 12800 UNIVERSITY DRIVE, SUITE 175  
 FORT MYERS, FL 33907  
 FLORIDA CERTIFICATE OF AUTHORIZATION LB 6952



VICINITY MAP  
 NOT TO SCALE

**CERTIFICATE OF APPROVAL OF COUNTY CLERK**  
 STATE OF FLORIDA  
 COUNTY OF SARASOTA) SS

I, KAREN E. RUSHING, COUNTY CLERK OF SARASOTA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK PAGE \_\_\_\_\_, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2024.

BY: \_\_\_\_\_  
 KAREN E. RUSHING  
 CLERK OF THE CIRCUIT COURT OF  
 SARASOTA COUNTY, FLORIDA

**CERTIFICATE OF APPROVAL OF THE NORTH PORT CITY ATTORNEY**  
 STATE OF FLORIDA  
 COUNTY OF SARASOTA) SS

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT FOR RECORDING THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2024.

\_\_\_\_\_  
 CITY ATTORNEY, CITY OF NORTH PORT

**CERTIFICATE OF APPROVAL OF CITY ENGINEER**  
 STATE OF FLORIDA  
 COUNTY OF SARASOTA) SS

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT AND IN MY OPINION, IT CONFORMS WITH THE CURRENT SUBDIVISION ORDINANCE OF THE CITY OF NORTH PORT AND CHAPTER 177, PART 1, FLORIDA STATUTES, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2024.

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
 CITY ENGINEER P.E. NO. \_\_\_\_\_

**CERTIFICATE OF APPROVAL OF NORTH PORT CITY COMMISSION**  
 STATE OF FLORIDA  
 COUNTY OF SARASOTA) SS

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY ACCEPTED BY THE CITY COMMISSION OF NORTH PORT, A MUNICIPALITY IN THE COUNTY OF SARASOTA, STATE OF FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2024.

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
 MAYOR, NORTH PORT CITY COMMISSION                      CITY CLERK, ATTES

**CERTIFICATE OF APPROVAL OF CITY OF NORTH PORT PLANNING AND ZONING ADVISORY BOARD**  
 STATE OF FLORIDA  
 COUNTY OF SARASOTA) SS

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY ACCEPTED BY THE CITY OF NORTH PORT PLANNING AND ZONING ADVISORY BOARD, THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2024.

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
 CHAIR  
**CERTIFICATE OF REVIEWING SURVEYOR AND MAPPER**  
 STATE OF FLORIDA  
 COUNTY OF SARASOTA) SS

IT IS HEREBY CERTIFIED THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, PLATTING, OF THE FLORIDA STATUTES. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING AND MAPPING REFLECTED ON THIS PLAT.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_, 2024.  
 STEVEN M. WATTS, PSM  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 4588

**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
 STATE OF FLORIDA  
 COUNTY OF SARASOTA)

SABAL TRACE DEVELOPMENT PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY (THE "COMPANY"), DOES HEREBY CERTIFY OWNERSHIP BY THE COMPANY OF THE PROPERTY DESCRIBED ON THIS PLAT, AND DEDICATES TO:

CENTRAL PARC AT NORTH PORT HOMEOWNERS ASSOCIATION, INC.:

DOES HEREBY DEDICATE AND SET APART THE PRIVATE ACCESS EASEMENTS, PRIVATE DRAINAGE EASEMENTS, LAKE MAINTENANCE AND ACCESS EASEMENTS, LANDSCAPE BUFFER EASEMENTS AND IRRIGATION EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT FOR SAID USES AND PURPOSES TO CENTRAL PARC AT NORTH PORT HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT (THE "ASSOCIATION"), DOES FURTHER HEREBY DEDICATE AND SET APART THE PRIVATE ACCESS EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT FOR SAID USES AND PURPOSES TO ALL OWNERS OF THE PROPERTY IN CENTRAL PARC PHASE 1, A SUBDIVISION, AND DOES FURTHER HEREBY DEDICATE AND SET APART THE PUBLIC UTILITY EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT FOR SAID USES AND PURPOSES TO AUTHORIZED UTILITY COMPANIES PROVIDING POWER, GAS, TELEPHONE, WATER, SEWER, ELECTRIC, CABLE TELEVISION, AND OTHER UTILITIES TO THE SUBDIVISION, SUCH DEDICATIONS BEING SUBJECT TO ANY RIGHTS DEDICATED TO CITY OF NORTH PORT AND SARASOTA COUNTY BY THIS PLAT;

CITY OF NORTH PORT:

DOES HEREBY DEDICATE ALL PUBLIC UTILITY EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT FOR SAID USES AND PURPOSES TO CITY OF NORTH PORT FOREVER, AND DOES FURTHER HEREBY DEDICATE THE LIFT STATION EASEMENT SHOWN AND DESCRIBED ON THIS PLAT FOR SAID USES AND PURPOSES TO CITY OF NORTH PORT FOREVER.

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

DOES HEREBY DEDICATE AND SET APART THE PUBLIC UTILITY EASEMENTS, PRIVATE ACCESS EASEMENTS, PRIVATE DRAINAGE EASEMENTS, LAKE MAINTENANCE AND ACCESS EASEMENTS, IRRIGATION EASEMENTS, AND LANDSCAPE BUFFER EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT FOR SAID USES AND PURPOSES TO THE DISTRICT.

**OWNER ACCEPTANCE BLOCK**

WITNESS \_\_\_\_\_

PRINTED NAME OF WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

PRINTED NAME OF WITNESS \_\_\_\_\_

STATE OF FLORIDA  
 COUNTY OF SARASOTA

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED KIM B. FIELDS, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION AS AUTHORIZED MEMBER OF FIELDS-REALLY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF SABAL TRACE DEVELOPMENT PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND WHO ACKNOWLEDGED BEFORE ME THAT SHE EXECUTED SUCH CERTIFICATE ON BEHALF OF THE COMPANIES.

(AFFIX SEAL)

\_\_\_\_\_  
 SIGNATURE OF NOTARY PUBLIC                      COMMISSION NO. \_\_\_\_\_

\_\_\_\_\_  
 PRINT NOTARY NAME: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
 NOTARY PUBLIC STATE OF FLORIDA

**DISTRICT ACCEPTANCE BLOCK**

WITNESS \_\_\_\_\_ CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

PRINTED NAME OF WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

PRINTED NAME OF WITNESS \_\_\_\_\_

STATE OF FLORIDA  
 COUNTY OF SARASOTA

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, TO ME KNOWN TO BE \_\_\_\_\_ OF CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED ON BEHALF OF THE DISTRICT.

(AFFIX SEAL)

\_\_\_\_\_  
 SIGNATURE OF NOTARY PUBLIC                      COMMISSION NO. \_\_\_\_\_

\_\_\_\_\_  
 PRINT NOTARY NAME: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

**MORTGAGEE CONSENT AND JOINDER**

FIELDS-REALLY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HEREBY JOINS IN AND CONSENTS TO THE DEDICATION APPEARING ON THE FACE OF THE PLAT.

FIELDS-REALLY, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_, 2024. (BANK SEAL)

STATE OF FLORIDA  
 COUNTY OF SARASOTA

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED KIM B. FIELDS, TO ME KNOWN TO BE AN AUTHORIZED MEMBER OF FIELDS-REALLY, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND WHO ACKNOWLEDGED BEFORE ME THAT SHE EXECUTED ON BEHALF OF THE COMPANY.

(AFFIX SEAL)

\_\_\_\_\_  
 SIGNATURE OF NOTARY PUBLIC                      COMMISSION NO. \_\_\_\_\_

\_\_\_\_\_  
 PRINT NOTARY NAME: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_





# CENTRAL PARC PHASE 1

## A SUBDIVISION LYING IN SECTIONS 28, 29, 32 AND 33, TOWNSHIP 39 SOUTH, RANGE 21 EAST, CITY OF NORTH PORT SARASOTA COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

SHEET 2 OF 19

### LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN PORTIONS OF SECTIONS 28, 29, 32 AND 33, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, AND THE SOUTHEAST CORNER OF SECTION 29, AND THE NORTHEAST CORNER OF SECTION 32, AND THE NORTHWEST CORNER OF SECTION 33; THENCE N.00°22'00"W. ALONG THE WEST LINE OF SECTION 28 AND THE EAST LINE OF SECTION 29, FOR 172.64 FEET TO THE POINT OF BEGINNING;

THENCE S.45°46'34"E., FOR 277.32 FEET TO A POINT ON A CURVE;

THENCE SOUTHWESTERLY 132.32 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 1,050.00 FEET THROUGH A CENTRAL ANGLE OF 07°13'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.36°02'00"W. FOR 132.23 FEET;

THENCE S.32°25'23"W., FOR 22.10 FEET TO A POINT OF CURVATURE;

THENCE WESTERLY 51.38 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET THROUGH A CENTRAL ANGLE OF 84°06'47" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.74°28'47"W. FOR 46.89 FEET TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY 141.13 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 14°42'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.70°48'54"W. FOR 140.75 FEET;

THENCE S.10°47'31"W., FOR 185.05 FEET TO A POINT ON A CURVE;

THENCE EASTERLY 127.80 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 365.00 FEET THROUGH A CENTRAL ANGLE OF 20°03'40" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.67°36'27"E. FOR 127.15 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE SOUTHEASTERLY 112.86 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 875.00 FEET THROUGH A CENTRAL ANGLE OF 07°23'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.53°52'54"E. FOR 112.79 FEET;

THENCE S.34°14'28"W., FOR 119.86 FEET;

THENCE S.25°47'46"W., FOR 428.54 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY 672.92 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 1,800.00 FEET THROUGH A CENTRAL ANGLE OF 21°25'11" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.36°30'22"W. FOR 669.01 FEET;

THENCE S.47°12'36"W., FOR 314.31 FEET;

THENCE S.19°02'27"E., FOR 229.37 FEET;

THENCE S.70°57'32"W., FOR 69.43 FEET TO A POINT OF CURVATURE;

THENCE WESTERLY 243.65 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET THROUGH A CENTRAL ANGLE OF 39°53'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.89°05'53"W. FOR 238.76 FEET;

THENCE N.69°09'18"W., FOR 1,041.93 FEET;

THENCE N.22°04'06"W., FOR 232.53 FEET;

THENCE N.05°20'00"E., FOR 133.96 FEET;

THENCE N.09°57'32"E., FOR 637.41 FEET;

THENCE N.00°17'24"W., FOR 100.20 FEET;

THENCE N.89°52'24"E., FOR 289.90 FEET TO A POINT OF CURVATURE;

THENCE EASTERLY 282.67 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 385.00 FEET THROUGH A CENTRAL ANGLE OF 42°04'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.68°50'24"E. FOR 276.36 FEET;

THENCE N.42°11'36"W., FOR 184.98 FEET;

THENCE S.48°39'32"W., FOR 2.97 FEET TO A POINT ON A CURVE;

THENCE WESTERLY 208.99 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET THROUGH A CENTRAL ANGLE OF 59°52'14" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.78°35'38"W. FOR 199.61 FEET;

THENCE N.18°31'45"E., FOR 127.47 FEET TO A POINT ON A CURVE;

THENCE NORTHERLY 117.25 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 640.00 FEET THROUGH A CENTRAL ANGLE OF 10°29'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.18°12'58"W. FOR 117.08 FEET;

THENCE N.12°58'04"W., FOR 184.08 FEET TO A POINT OF CURVATURE;

THENCE NORTHERLY 578.60 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 5,180.00 FEET THROUGH A CENTRAL ANGLE OF 06°24'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.09°46'04"W. FOR 578.30 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHERLY 304.76 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 685.00 FEET THROUGH A CENTRAL ANGLE OF 23°29'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.19°18'48"W. FOR 302.25 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHERLY 276.45 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 675.00 FEET THROUGH A CENTRAL ANGLE OF 23°27'56" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.20°19'33"W. FOR 274.52 FEET;

THENCE N.80°33'29"E., FOR 130.02 FEET TO A POINT ON A CURVE;

THENCE NORTHERLY 6.77 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 545.00 FEET THROUGH A CENTRAL ANGLE OF 00°42'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.08°02'06"W. FOR 6.77 FEET;

THENCE N.07°40'45"W., FOR 728.23 FEET; TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY 381.87 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 580.00 FEET THROUGH A CENTRAL ANGLE OF 37°43'24" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.26°32'27"W. FOR 375.01 FEET;

THENCE N.45°24'09"W., FOR 254.22 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY 20.35 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET THROUGH A CENTRAL ANGLE OF 24°17'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.57°32'44"W. FOR 20.19 FEET TO A POINT OF REVERSE CURVATURE;

(LEGAL DESCRIPTION (CONTINUED))

THENCE NORTHEASTERLY 243.44 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET THROUGH A CENTRAL ANGLE OF 21°34'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.37°36'10"E. FOR 124.12 FEET;

THENCE N.44°35'01"E., FOR 136.06 FEET;

THENCE S.45°24'09"E., FOR 40.00 FEET;

THENCE S.44°35'01"W., FOR 160.52 FEET TO A POINT ON A CURVE;

THENCE SOUTHERLY 74.26 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 56.93 FEET THROUGH A CENTRAL ANGLE OF 74°44'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.09°19'15"E. FOR 69.11 FEET;

THENCE S.45°24'09"E., FOR 196.20 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY 414.79 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 630.00 FEET THROUGH A CENTRAL ANGLE OF 37°43'24" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.26°32'27"E. FOR 407.34 FEET;

THENCE S.07°40'45"E., FOR 703.59 FEET;

THENCE N.82°19'15"E., FOR 204.85 FEET;

THENCE S.07°40'45"E., FOR 24.40 FEET TO A POINT ON A CURVE;

THENCE SOUTHEASTERLY 299.44 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET THROUGH A CENTRAL ANGLE OF 59°09'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.37°15'16"E. FOR 286.31 FEET;

THENCE S.00°10'27"W., FOR 150.00 FEET;

THENCE S.07°50'17"E., FOR 265.03 FEET;

THENCE S.82°08'53"E., FOR 73.49 FEET;

THENCE S.20°24'11"E., FOR 373.99 FEET;

THENCE S.25°31'07"W., FOR 276.53 FEET;

THENCE S.25°43'22"E., FOR 179.85 FEET;

THENCE S.72°32'00"E., FOR 432.36 FEET;

THENCE N.73°58'00"E., FOR 159.34 FEET;

THENCE N.19°52'09"E., FOR 430.17 FEET;

THENCE S.80°13'18"E., FOR 44.37 FEET TO A POINT ON A CURVE;

THENCE SOUTHERLY 207.00 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 900.00 FEET THROUGH A CENTRAL ANGLE OF 13°10'40" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.17°40'10"E. FOR 206.54 FEET;

THENCE S.11°04'50"E., FOR 41.73 FEET;

THENCE N.78°55'10"E., FOR 135.00 FEET;

THENCE N.83°04'04"E., FOR 50.13 FEET;

THENCE S.11°04'50"E., FOR 119.00 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY 51.38 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET THROUGH A CENTRAL ANGLE OF 84°06'47" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.53°08'14"E. FOR 46.89 FEET TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY 105.84 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 11°01'32" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.89°40'52"E. FOR 105.67 FEET;

THENCE N.11°04'50"W., FOR 220.06 FEET TO A POINT OF CURVATURE;

THENCE NORTHERLY 166.16 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 1,220.00 FEET THROUGH A CENTRAL ANGLE OF 07°48'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.14°58'57"W. FOR 166.03 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHEASTERLY 106.89 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET THROUGH A CENTRAL ANGLE OF 15°30'6"29" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.57°40'11"E. FOR 77.81 FEET;

THENCE S.45°46'34"E., FOR 202.88 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

PARCEL CONTAINS 3,599,006 SQUARE FEET OR 82.62 ACRES, MORE OR LESS.

### GENERAL NOTES

- ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
- BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NORTH AMERICAN DATUM (NAD83, 2011 ADJUSTMENT) WHERE THE WEST LINE OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, PLAT BOOK 19, PAGE 32 THROUGH 32C MEASURED BEARS S.13°28'34"W. (PLAT S.13°38'52"E.) A CLOCKWISE BEARING ROTATION OF 00°10'18" HAS BEEN ADDED (PLAT TO MEASURED). BEARINGS FOR ANY ENCUMBRANCES HAVE BEEN ROTATED TO MATCH THE ROTATED LEGAL DESCRIPTION BEARINGS.
- ALL LINES ARE RADIAL TO CIRCULAR CURVE UNLESS NOTED AS NON-RADIAL. RADIAL REFERENCES TO INDIVIDUAL LOT OR TRACT LINES REFER TO THE FRONT RIGHT-OF-WAY LINE AND DO NOT REFER TO THE RADIAL RELATIONSHIP OF THE REAR OR SIDE LOT/TRACT LINES.
- SURVEYED PARCELS LIE IN FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD ZONES X, X500, AE (10.7), AE (11), AE (11.5), AE (11.6), AE (11.8) AS SHOWN ON NATIONAL FLOOD INSURANCE PROGRAMS (NFIP) DIGITAL FLOOD INSURANCE RATE MAPS (DFIRM) COMMUNITY NUMBER 120279 PANEL NUMBER 12115C0386F.
- UNLESS SPECIFICALLY STATED OTHERWISE, ALL EASEMENTS, DEEDS, PLATS OR OTHER RECORDS REFERENCED ON THE SURVEY ARE FROM THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.



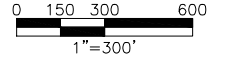
12800 UNIVERSITY DRIVE, SUITE 175  
 FORT MYERS, FLORIDA 33907  
 PHONE: (239) 597-0575 FAX: (239) 597-0578  
 FLORIDA CERTIFICATE OF AUTHORIZATION # LB-6952  
 PREPARED BY  
 MICHAEL A. WARD, PLS LS 5301

# CENTRAL PARC PHASE 1

A SUBDIVISION LYING IN SECTIONS 28, 29, 32 AND 33,  
 TOWNSHIP 39 SOUTH, RANGE 21 EAST,  
 CITY OF NORTH PORT  
 SARASOTA COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

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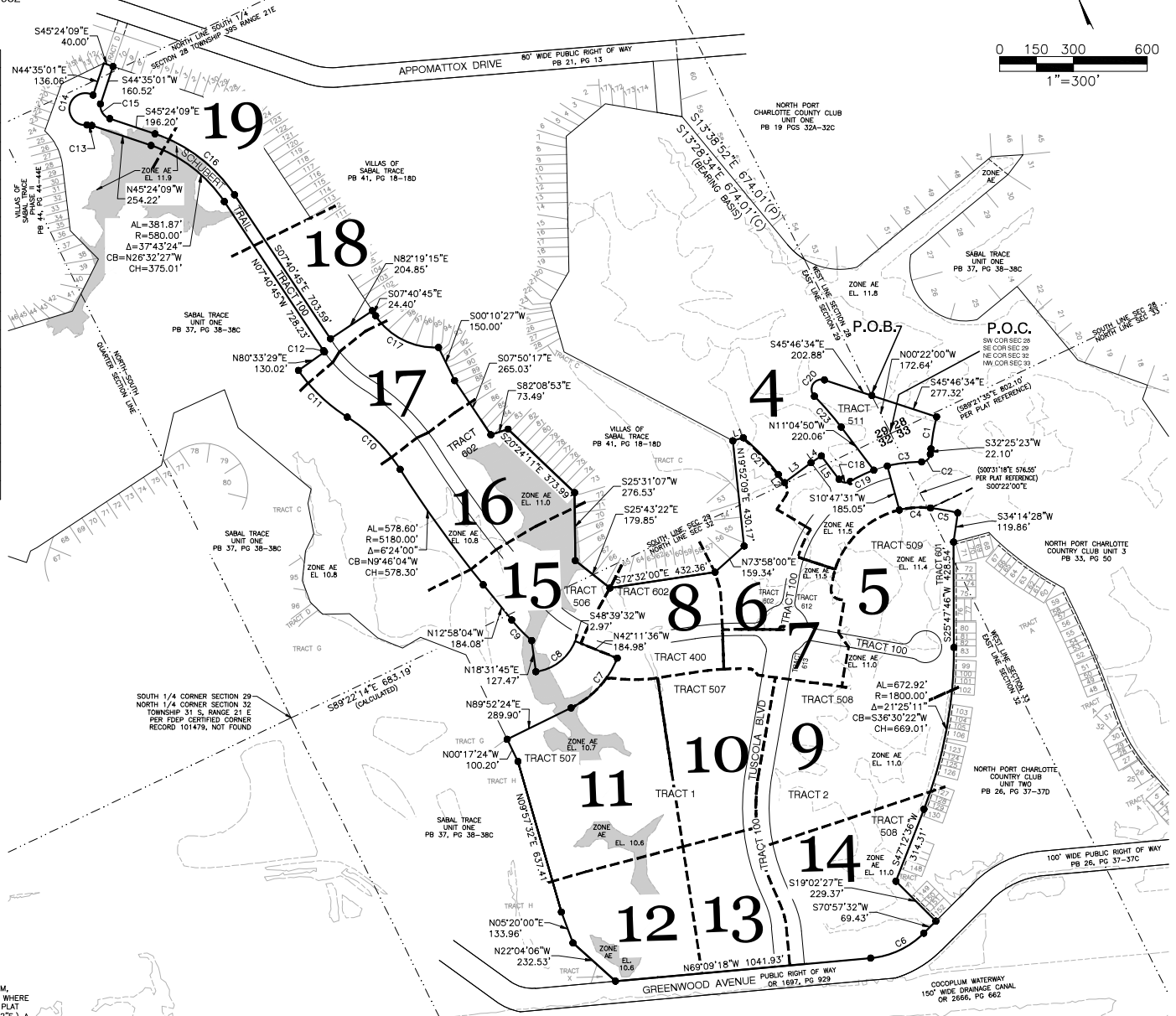
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	132.32'	1050.00'	7°13'13"	S36°02'00"W	132.23'
C2	51.38'	35.00'	84°06'47"	S74°28'47"W	46.89'
C3	141.13'	550.00'	14°42'09"	N70°48'54"W	140.75'
C4	127.80'	365.00'	20°03'40"	S67°36'27"E	127.15'
C5	112.86'	875.00'	7°23'26"	S53°52'54"E	112.79'
C6	243.65'	350.00'	39°53'10"	N89°05'53"W	238.76'
C7	282.67'	385.00'	42°04'00"	N68°50'24"E	276.36'
C8	208.99'	200.00'	59°52'14"	S78°35'38"W	199.61'
C9	117.25'	640.00'	10°29'48"	N18°12'58"W	117.08'
C10	304.76'	685.00'	25°29'27"	N19°18'48"W	302.25'
C11	276.45'	675.00'	23°27'56"	N20°19'33"W	274.52'
C12	6.77'	545.00'	0°42'41"	N08°02'06"W	6.77'
C13	20.35'	48.00'	24°17'09"	N57°32'44"W	20.19'
C14	243.44'	65.00'	214°34'58"	N37°36'10"E	124.12'
C15	74.26'	56.93'	74°44'13"	S05°19'15"E	69.11'
C16	414.79'	630.00'	37°43'24"	S26°32'27"E	407.34'
C17	299.44'	290.00'	59°09'39"	S37°15'16"E	286.31'
C18	51.38'	35.00'	84°06'47"	S53°08'14"E	46.89'
C19	105.84'	550.00'	11°01'32"	S89°40'52"E	105.67'
C20	106.89'	40.00'	153°06'29"	N57°40'11"E	77.81'
C21	207.00'	900.00'	13°10'40"	S17°40'10"E	206.54'
C23	166.16'	1220.00'	7°48'13"	N14°58'57"W	166.03'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S80°13'18"E	44.37'
L2	S11°04'50"E	41.73'
L3	N78°55'10"E	135.00'
L4	N83°04'04"E	50.13'
L5	S11°04'50"E	119.00'

- ABBREVIATIONS**
- AE = PRIVATE ACCESS EASEMENT
  - AL = ARC LENGTH
  - CH = CHORD LENGTH
  - CB = CHORD BEARING
  - DE = PRIVATE DRAINAGE EASEMENT
  - DESC = DESCRIPTION
  - EFE = EFFLUENT EASEMENT
  - FCM = FOUND CONCRETE MONUMENT, AS NOTED
  - FIP = FOUND IRON PIN, AS NOTED
  - FIPC = FOUND CAPPED IRON PIN, AS NOTED
  - FPKD = FOUND PK NAIL AND DISC, AS NOTED
  - ID = IDENTIFICATION
  - IE = IRRIGATION EASEMENT
  - I.N. = INSTRUMENT NUMBER
  - LBE = LANDSCAPE BUFFER EASEMENT
  - LME = LAKE MAINTENANCE AND ACCESS EASEMENT
  - OR = OFFICIAL RECORDS BOOK
  - PB = PLAT BOOK
  - PG = PAGE
  - POC = POINT OF COMMENCEMENT
  - POB = POINT OF BEGINNING
  - PUE = PUBLIC UTILITY EASEMENT
  - TC = TITLE COMMITMENT
  - R = RADIUS
  - Δ = DELTA ANGLE

**GENERAL NOTES:**

- ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
- BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NORTH AMERICAN DATUM 1983 (NAD83, 2011 ADJUSTMENT) WHERE THE WEST LINE OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, PLAT BOOK 19, PAGE 32-32C BEARS S 13°28'04"W (PLAT BEARING S 13°38'52"E.) A CLOCKWISE BEARING ROTATION OF 00°10'18" (PLAT TO MEASURED), BEARINGS FOR ANY ENCUMBRANCES HAVE BEEN ROTATED TO MATCH THE ROTATED LEGAL DESCRIPTION BEARINGS.
- ALL LINES ARE RADIAL TO CIRCULAR CURVE UNLESS NOTED AS NON-RADIAL. RADIAL REFERENCES TO INDIVIDUAL LOT OR TRACT LINES REFER TO THE FRONT RIGHT-OF-WAY LINE AND DO NOT REFERENCE THE RADIAL RELATIONSHIP OF THE REAR OR SIDE LOT/TRACT LINES.



- LEGEND:**
- INDICATES SET 5/8" IRON PIN WITH CAP, PRM LB 6952
  - INDICATES FOUND 5/8" IRON PIN WITH CAP, PRM LB 6952
  - ⊙ INDICATES PARKER KALON NAIL WITH DISC, PCF LB 6952
  - INDICATES CHANGE IN DIRECTION



12800 UNIVERSITY DRIVE, SUITE 175  
 FORT MYERS, FLORIDA 33907  
 PHONE: (239) 597-0575 FAX: (239) 597-0578  
 FLORIDA CERTIFICATE OF AUTHORIZATION # LB-6952  
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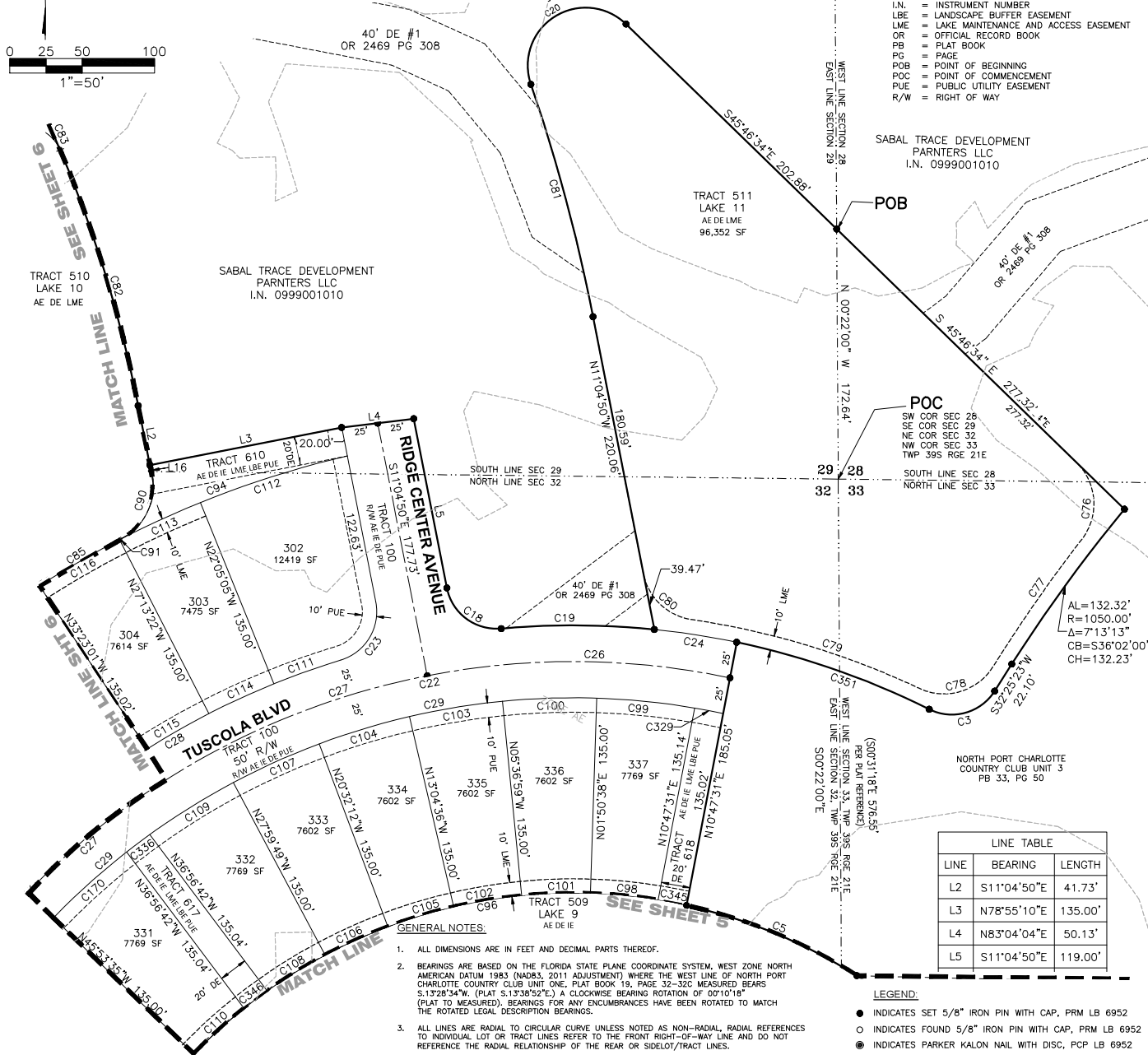
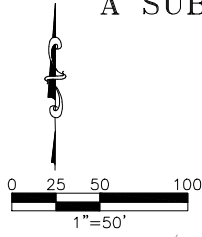
# CENTRAL PARC PHASE 1

A SUBDIVISION LYING IN SECTIONS 28, 29, 32 AND 33,  
 TOWNSHIP 39 SOUTH, RANGE 21 EAST,  
 CITY OF NORTH PORT  
 SARASOTA COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C3	51.38'	35.00'	84°06'47"	S74°28'47"W	46.89'
C18	51.38'	35.00'	84°06'47"	S53°08'14"E	46.89'
C19	105.84'	550.00'	11°01'32"	S89°40'52"E	105.67'
C20	106.89'	40.00'	153°06'29"	N57°40'11"E	77.81'
C22	604.85'	525.00'	66°00'36"	S68°52'42"W	571.95'
C23	51.38'	35.00'	84°06'47"	N30°58'34"E	46.89'
C24	57.63'	552.11'	5°58'50"	N81°09'44"W	57.60'
C26	210.42'	525.00'	22°57'50"	N89°35'55"W	209.01'
C27	394.43'	525.00'	43°02'45"	S57°23'47"W	385.22'
C28	356.70'	550.00'	37°09'33"	S54°27'11"W	350.48'
C29	576.52'	500.00'	66°03'52"	S68°54'21"W	545.11'
C76	58.32'	40.00'	83°32'07"	S04°00'31"E	53.29'
C77	98.72'	1060.00'	5°20'09"	S35°05'28"W	98.68'
C78	57.82'	40.00'	82°49'09"	S73°49'58"W	52.92'
C79	164.71'	560.00'	16°51'06"	N73°11'01"W	164.11'
C80	49.24'	40.00'	70°31'44"	N46°20'42"W	46.19'
C81	166.16'	1220.00'	7°48'13"	N14°58'57"W	166.03'
C82	207.00'	900.00'	13°10'40"	N17°40'10"W	206.54'
C83	22.02'	900.00'	1°24'08"	N23°33'27"W	22.02'
C85	299.28'	685.00'	25°01'58"	S64°18'42"W	296.90'
C91	1.54'	685.00'	0°07'43"	S62°50'30"W	1.54'
C94	299.28'	685.00'	25°01'58"	S64°18'42"W	296.90'
C96	551.36'	365.00'	86°32'58"	N79°08'54"E	500.41'
C98	47.00'	370.95'	7°15'35"	N84°29'02"W	46.97'
C99	68.09'	532.52'	7°19'33"	N84°20'20"W	68.04'
C100	65.10'	500.00'	7°27'37"	S88°06'50"W	65.06'
C101	47.52'	365.00'	7°27'37"	S88°06'50"W	47.49'
C102	47.52'	365.00'	7°27'37"	S80°39'13"W	47.49'
C103	65.10'	500.00'	7°27'37"	S80°39'13"W	65.06'
C104	65.10'	500.00'	7°27'37"	S73°11'36"W	65.06'
C105	47.52'	365.00'	7°27'37"	S73°11'36"W	47.49'
C106	47.52'	365.00'	7°27'37"	S65°43'59"W	47.49'
C107	65.10'	500.00'	7°27'37"	S65°43'59"W	65.06'
C108	47.00'	365.00'	7°22'41"	S58°18'50"W	46.97'
C109	68.09'	500.00'	7°48'08"	S58°06'07"W	68.03'
C110	47.00'	365.00'	7°22'41"	S47°47'45"W	46.97'
C111	49.12'	550.00'	5°07'03"	S70°28'26"W	49.11'
C112	106.56'	685.00'	8°54'46"	S72°22'18"W	106.45'
C113	59.89'	685.00'	5°00'33"	S65°24'38"W	59.87'
C114	49.32'	550.00'	5°08'16"	S65°20'46"W	49.30'
C115	49.14'	550.00'	5°07'09"	S60°13'04"W	49.12'
C116	63.66'	685.00'	5°19'29"	S60°06'54"W	63.63'
C170	68.09'	500.00'	7°48'08"	S48°00'28"W	68.03'
C329	20.00'	500.00'	2°17'30"	N79°12'29"W	20.00'
C336	20.00'	500.00'	2°17'31"	S53°03'18"W	20.00'
C345	20.00'	365.01'	3°08'23"	N79°12'29"W	20.00'
C346	20.00'	365.00'	3°08'24"	S53°03'18"W	20.00'



- ABBREVIATIONS**
- AE = PRIVATE ACCESS EASEMENT
  - DE = PRIVATE DRAINAGE EASEMENT
  - FCM = FOUND CONCRETE MONUMENT, AS NOTED
  - FIP = FOUND IRON PIN, AS NOTED
  - FIPC = FOUND CAPPED IRON PIN, AS NOTED
  - FFKD = FOUND PK NAIL AND DISC, AS NOTED
  - IE = IRRIGATION EASEMENT
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  - LBE = LANDSCAPE BUFFER EASEMENT
  - LME = LAKE MAINTENANCE AND ACCESS EASEMENT
  - OR = OFFICIAL RECORD BOOK
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  - POB = POINT OF BEGINNING
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  - R/W = RIGHT OF WAY

SABAL TRACE DEVELOPMENT PARTNERS LLC  
 I.N. 0999001010

POC  
 SW COR SEC 28  
 SE COR SEC 29  
 NE COR SEC 32  
 NW COR SEC 33  
 TWP 39S RGE 21E

NORTH PORT CHARLOTTE COUNTRY CLUB UNIT 3  
 PB 33, PG 50

LINE TABLE		
LINE	BEARING	LENGTH
L2	S11°04'50"E	41.73'
L3	N78°55'10"E	135.00'
L4	N83°04'04"E	50.13'
L5	S11°04'50"E	119.00'

**GENERAL NOTES:**

- ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
- BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NORTH AMERICAN DATUM 1983 (NAD83, 2011 ADJUSTMENT) WHERE THE WEST LINE OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, PLAT BOOK 19, PAGE 32-332 MEASURED BEARS S.13°28'34"W. (PLAT S.13°38'52"E.) A CLOCKWISE BEARING ROTATION OF 0°10'18" (PLAT TO MEASURED). BEARINGS FOR ANY ENCUMBRANCES HAVE BEEN ROTATED TO MATCH THE ROTATED LEGAL DESCRIPTION BEARINGS.
- ALL LINES ARE RADIAL TO CIRCULAR CURVE UNLESS NOTED AS NON-RADIAL. RADIAL REFERENCES TO INDIVIDUAL LOT OR TRACT LINES REFER TO THE FRONT RIGHT-OF-WAY LINE AND DO NOT REFERENCE THE RADIAL RELATIONSHIP OF THE REAR OR SIDELOT/TRACT LINES.

**LEGEND:**

- INDICATES SET 5/8" IRON PIN WITH CAP, PRM LB 6952
- INDICATES FOUND 5/8" IRON PIN WITH CAP, PRM LB 6952
- INDICATES PARKER KALON NAIL WITH DISC, PCP LB 6952
- +

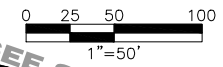


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 FLORIDA CERTIFICATE OF AUTHORIZATION # LB-6952  
 PREPARED BY  
 MICHAEL A. WARD, PLS LS 5301

# CENTRAL PARC PHASE 1

A SUBDIVISION LYING IN SECTIONS 28, 29, 32 AND 33,  
 TOWNSHIP 39 SOUTH, RANGE 21 EAST,  
 CITY OF NORTH PORT  
 SARASOTA COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
 SHEET 5 OF 19



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C5	127.80'	365.00'	20°03'40"	S67°36'27"E	127.15'
C46	37.13'	100.00'	21°16'31"	S64°45'51"E	36.92'
C47	45.32'	36.00'	72°07'32"	N89°48'38"E	42.38'
C48	315.49'	65.00'	278°06'00"	S12°47'52"W	85.20'
C49	73.49'	65.00'	64°46'40"	N25°58'54"E	69.64'
C50	15.41'	34.00'	25°58'28"	N41°08'22"W	15.28'
C96	551.36'	365.00'	86°32'58"	N79°08'54"E	500.41'
C120	82.75'	40.00'	118°31'46"	S04°44'24"W	68.76'
C121	672.92'	1800.00'	21°25'11"	N36°30'22"E	669.01'
C122	166.18'	1768.76'	5°23'00"	N29°36'16"E	166.12'
C123	173.63'	311.00'	31°59'20"	S88°30'33"E	171.39'
C130	78.42'	51.00'	88°05'42"	N10°04'44"W	70.92'
C135	13.28'	190.00'	4°00'12"	N66°12'20"W	13.27'
C136	46.01'	190.00'	13°52'30"	N75°08'41"W	45.90'
C137	21.90'	254.43'	4°55'51"	N85°23'04"W	21.89'
C138	35.56'	150.00'	13°34'53"	S81°53'46"E	35.47'
C139	51.32'	150.00'	19°36'08"	S65°18'15"E	51.07'
C140	3.60'	150.00'	1°22'35"	S54°48'53"E	3.60'
C141	7.10'	36.00'	11°18'07"	S59°46'39"E	7.09'
C142	38.22'	36.00'	60°49'25"	N84°09'35"E	36.45'
C143	65.85'	65.00'	58°02'42"	S82°46'13"W	63.07'
C144	70.11'	65.00'	61°47'59"	N37°18'26"W	66.76'
C145	65.45'	65.00'	57°41'31"	N87°12'59"E	62.72'
C146	40.60'	65.00'	35°47'08"	S46°02'41"E	39.94'
C147	11.01'	34.00'	18°33'25"	N37°25'50"W	10.96'
C148	4.40'	34.00'	7°25'03"	N50°25'04"W	4.40'
C326	170.05'	125.00'	77°56'43"	S25°01'55"W	157.24'
C335	46.61'	875.00'	3°03'08"	N56°03'03"W	46.61'
C339	90.58'	40.00'	129°44'41"	S50°55'54"W	72.43'
C340	62.83'	40.00'	90°00'00"	N09°07'35"W	56.57'
C341	81.22'	190.00'	24°29'28"	N76°26'29"W	80.60'
C342	90.48'	150.00'	34°33'37"	N71°24'24"W	89.11'
C354	112.86'	875.00'	7°23'26"	N53°52'54"W	112.79'

**ABBREVIATIONS**

AE = PRIVATE ACCESS EASEMENT  
 DE = PRIVATE DRAINAGE EASEMENT  
 FCM = FOUND CONCRETE MONUMENT, AS NOTED  
 FIP = FOUND IRON PIN, AS NOTED  
 FIPC = FOUND CAPPED IRON PIN, AS NOTED  
 FPKD = FOUND PK NAIL AND DISC, AS NOTED  
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 I.N. = INSTRUMENT NUMBER  
 LBE = LANDSCAPE BUFFER EASEMENT  
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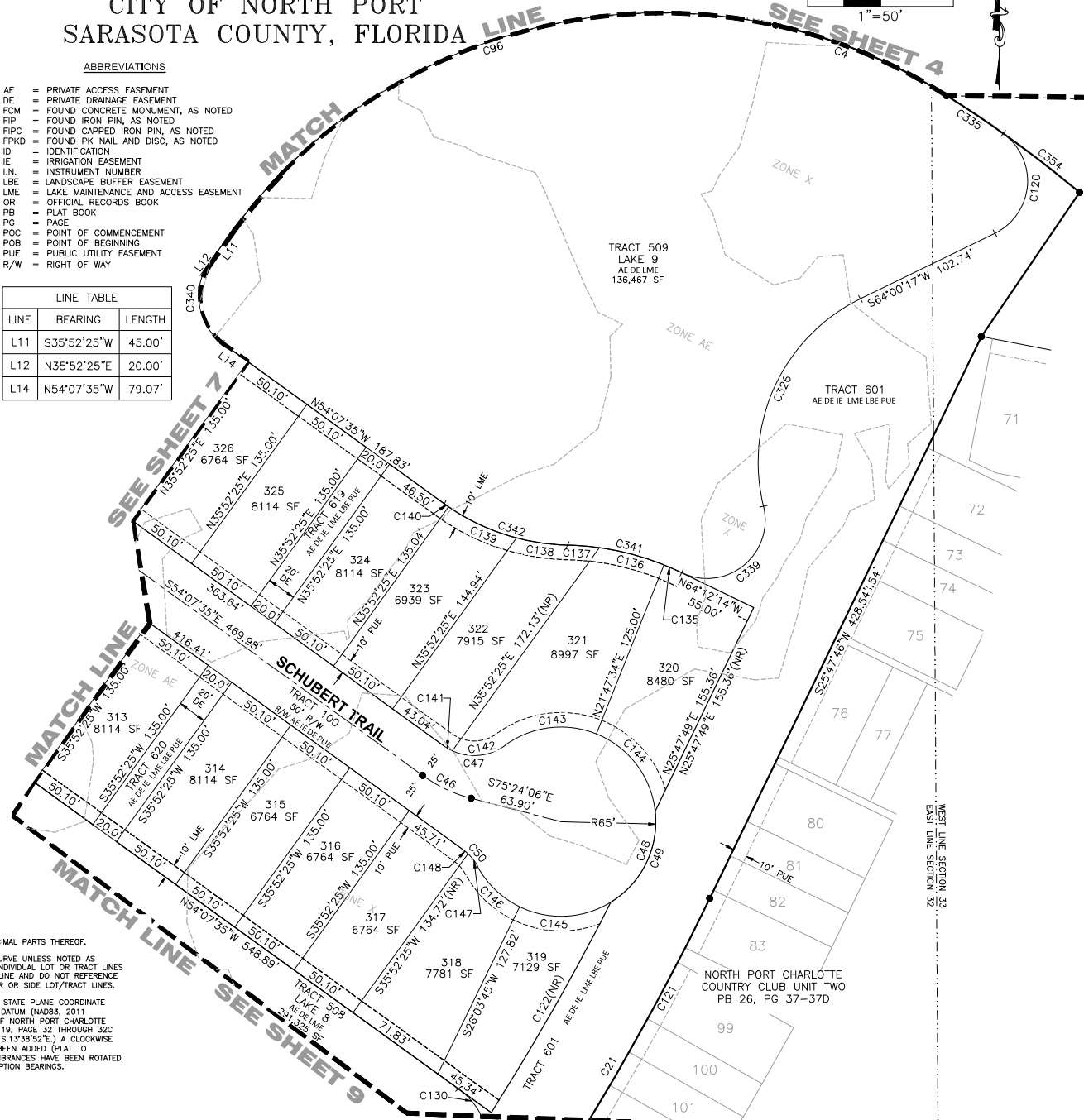
LINE TABLE		
LINE	BEARING	LENGTH
L11	S35°52'25"W	45.00'
L12	N35°52'25"E	20.00'
L14	N54°07'35"W	79.07'

**LEGEND:**

- INDICATES SET 5/8" IRON PIN WITH CAP, PRM LB 6952
- INDICATES FOUND 5/8" IRON PIN WITH CAP, PRM LB 6952
- INDICATES PARKER KALON NAIL WITH DISC, PCP LB 6952
- +— INDICATES CHANGE IN DIRECTION

**GENERAL NOTES:**

- ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
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- BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NORTH AMERICAN DATUM (NAD83, 2011 ADJUSTMENT) WHERE THE WEST LINE OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, PLAT BOOK 19, PAGE 32 THROUGH 32C MEASURED BEARS S.13°28'54"W. (PLAT S.13°38'52"E) A CLOCKWISE BEARING ROTATION OF 0°01'08" HAS BEEN ADDED (PLAT TO MEASURED). BEARINGS FOR ANY ENCUMBRANCES HAVE BEEN ROTATED TO MATCH THE ROTATED LEGAL DESCRIPTION BEARINGS.

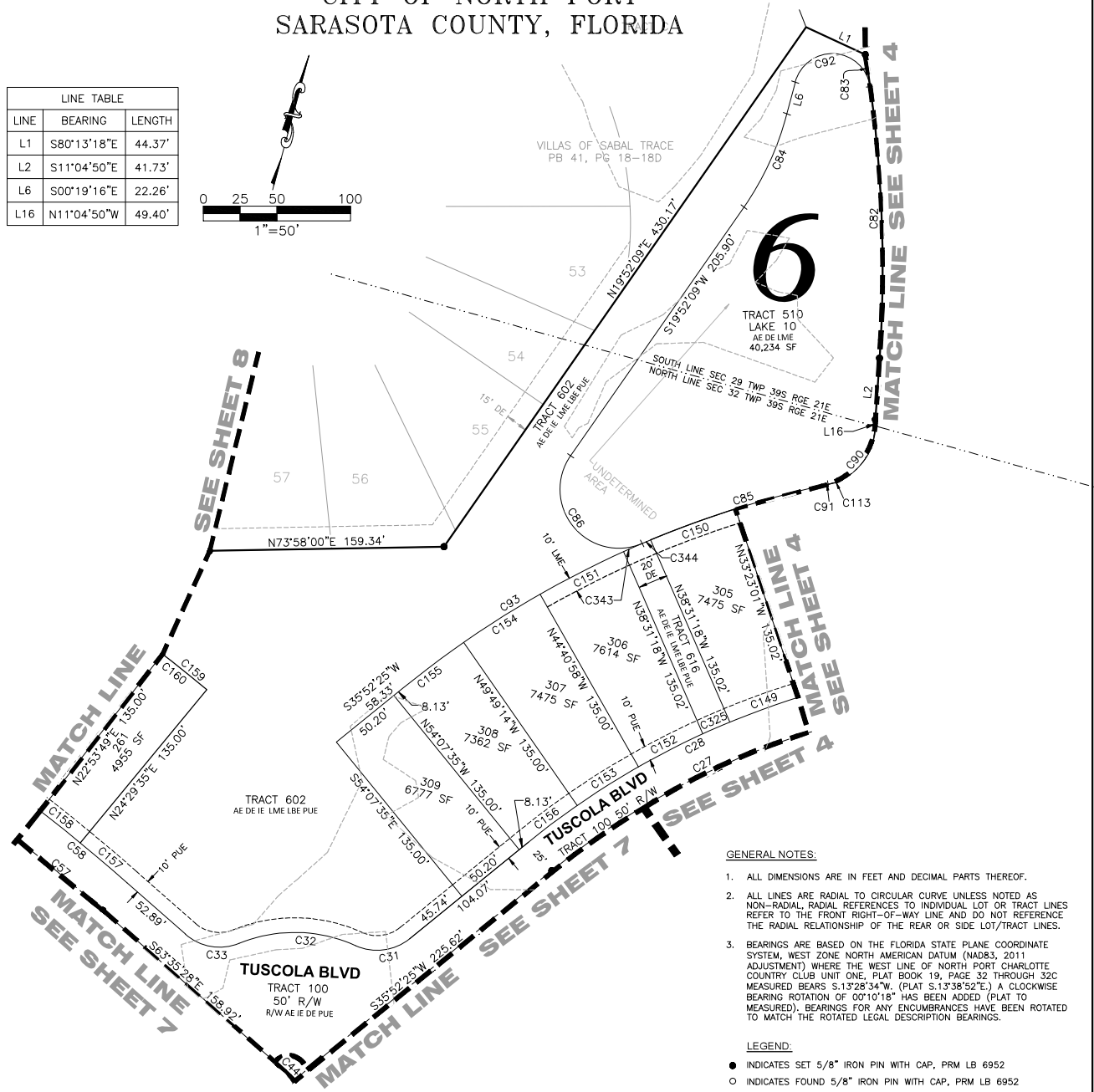
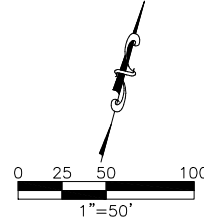


# CENTRAL PARC PHASE 1

A SUBDIVISION LYING IN SECTIONS 28, 29, 32 AND 33,  
 TOWNSHIP 39 SOUTH, RANGE 21 EAST,  
 CITY OF NORTH PORT  
 SARASOTA COUNTY, FLORIDA

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C27	394.43'	525.00'	43°02'45"	S57°23'47"W	385.22'
C28	356.70'	550.00'	37°09'33"	S54°27'11"W	350.48'
C31	38.86'	35.00'	63°36'44"	N67°40'47"E	36.89'
C32	81.49'	100.00'	46°41'21"	S76°08'28"W	79.25'
C33	38.86'	35.00'	63°36'44"	N84°36'10"E	36.89'
C44	14.82'	180.00'	4°42'58"	N61°13'59"W	14.81'
C57	191.19'	1225.00'	8°56'32"	N68°03'44"W	190.99'
C58	195.09'	1250.00'	8°56'32"	N68°03'44"W	194.89'
C82	207.00'	900.00'	13°10'40"	N17°40'10"W	206.54'
C83	22.02'	900.00'	1°24'08"	N23°33'27"W	22.02'
C84	70.12'	199.00'	20°11'25"	N09°46'26"E	69.76'
C85	299.28'	685.00'	25°01'58"	S64°18'42"W	296.90'
C86	103.37'	40.00'	148°04'17"	S54°10'00"E	76.91'
C90	51.65'	40.00'	73°59'12"	N25°54'46"E	48.14'
C91	1.54'	685.00'	0°07'43"	S62°50'30"W	1.54'
C92	71.46'	26.00'	157°27'53"	S78°24'41"W	51.00'
C93	190.38'	685.00'	15°55'27"	S43°50'08"W	189.77'
C113	59.89'	685.00'	5°00'33"	S65°24'38"W	59.87'
C149	49.32'	550.00'	5°08'16"	S55°05'21"W	49.30'
C150	61.43'	685.03'	5°08'15"	S54°53'02"W	61.40'
C151	63.66'	685.00'	5°19'29"	S47°58'47"W	63.64'
C152	49.14'	550.00'	5°07'09"	S47°52'37"W	49.13'
C153	49.32'	550.00'	5°08'16"	S42°44'54"W	49.30'
C154	61.43'	685.00'	5°08'16"	S42°44'54"W	61.41'
C155	51.48'	685.00'	4°18'21"	S38°01'35"W	51.47'
C156	41.33'	550.00'	4°18'21"	S38°01'35"W	41.32'
C157	41.80'	1250.00'	1°54'57"	N64°32'57"W	41.79'
C158	34.82'	1250.00'	1°35'46"	N66°18'18"W	34.82'
C159	169.85'	1385.00'	7°01'35"	N69°01'13"W	169.74'
C160	38.58'	1385.00'	1°35'46"	N66°18'18"W	38.58'
C325	20.00'	550.00'	2°05'01"	S51°28'42"W	20.00'
C343	13.82'	685.00'	1°09'21"	S51°13'11"W	13.82'
C344	6.18'	685.00'	0°31'02"	S52°03'23"W	6.18'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S80°13'18"E	44.37'
L2	S11°04'50"E	41.73'
L6	S00°19'16"E	22.26'
L16	N11°04'50"W	49.40'



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  - FFPC = FOUND CAPPED IRON PIN, AS NOTED
  - FFPKD = FOUND PK NAIL AND DISC, AS NOTED
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- GENERAL NOTES:**
- ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
  - ALL LINES ARE RADIAL TO CIRCULAR CURVE UNLESS NOTED AS NON-RADIAL. RADIAL REFERENCES TO INDIVIDUAL LOT OR TRACT LINES REFER TO THE FRONT RIGHT-OF-WAY LINE AND DO NOT REFERENCE THE RADIAL RELATIONSHIP OF THE REAR OR SIDE LOT/TRACT LINES.
  - BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NORTH AMERICAN DATUM (NAD83, 2011 ADJUSTMENT) WHERE THE WEST LINE OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, PLAT BOOK 19, PAGE 32 THROUGH 32C MEASURED BEARS S.13°28'34"W. (PLAT 5.13°38'52"E.) A CLOCKWISE BEARING ROTATION OF 0°10'18" HAS BEEN ADDED (PLAT TO MEASURED). BEARINGS FOR ANY ENCUMBRANCES HAVE BEEN ROTATED TO MATCH THE ROTATED LEGAL DESCRIPTION BEARINGS.

- LEGEND:**
- INDICATES SET 5/8" IRON PIN WITH CAP, PRM LB 6952
  - INDICATES FOUND 5/8" IRON PIN WITH CAP, PRM LB 6952
  - INDICATES PARKER KALON NAIL WITH DISC, PCP LB 6952
  - ⊕ INDICATES CHANGE IN DIRECTION

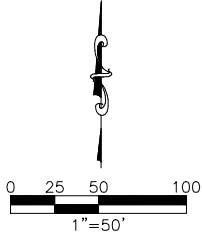
**RWA**  
**ENGINEERING**  
 12800 UNIVERSITY DRIVE, SUITE 175  
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 FLORIDA CERTIFICATE OF AUTHORIZATION # LB-6952  
 PREPARED BY  
 MICHAEL A. WARD, PLS LS 5301

# CENTRAL PARC PHASE 1

A SUBDIVISION LYING IN SECTIONS 28, 29, 32 AND 33,  
 TOWNSHIP 39 SOUTH, RANGE 21 EAST,  
 CITY OF NORTH PORT  
 SARASOTA COUNTY, FLORIDA

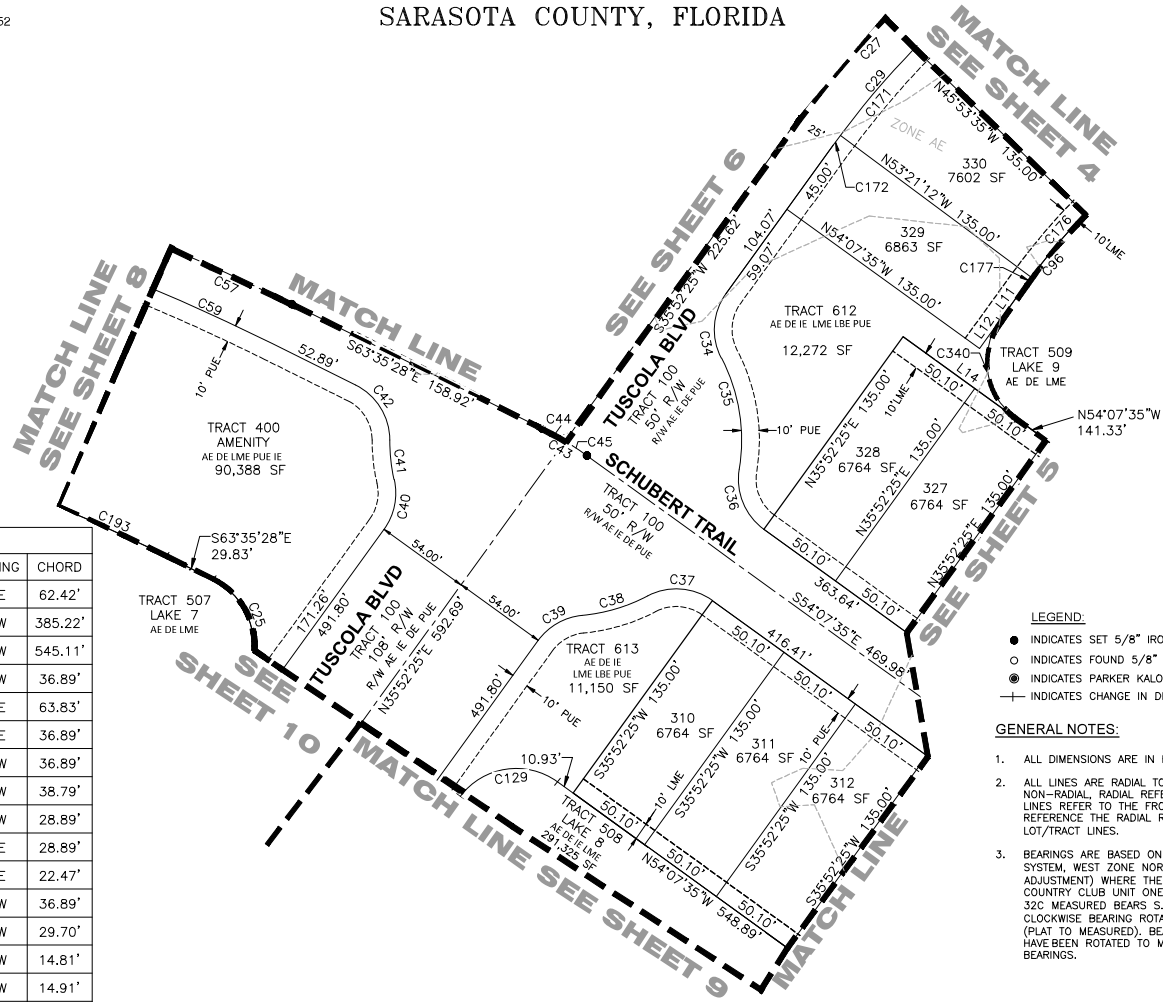
PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

SHEET 7 OF 19



LINE TABLE		
LINE	BEARING	LENGTH
L11	S35°52'25"W	45.00'
L12	N35°52'25"E	20.00'
L14	N54°07'35"W	79.07'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C25	71.00'	40.90'	99°27'53"	S13°51'32"E	62.42'
C27	394.43'	525.00'	43°02'45"	S57°23'47"W	385.22'
C29	576.52'	500.00'	66°03'52"	S68°54'21"W	545.11'
C34	38.86'	35.00'	63°36'44"	S04°04'03"W	36.89'
C35	64.97'	100.00'	37°13'28"	S09°07'35"E	63.83'
C36	38.86'	35.00'	63°36'44"	S22°19'13"E	36.89'
C37	38.86'	35.00'	63°36'44"	N85°55'57"W	36.89'
C38	39.04'	100.00'	22°22'08"	S73°26'45"W	38.79'
C39	29.78'	35.00'	48°45'24"	S60°15'06"W	28.89'
C40	29.78'	35.00'	48°45'24"	N11°29'43"E	28.89'
C41	22.52'	100.00'	12°54'15"	S06°25'52"E	22.47'
C42	38.86'	35.00'	63°36'44"	N31°47'06"W	36.89'
C43	29.73'	180.00'	9°27'53"	N58°51'32"W	29.70'
C44	14.82'	180.00'	4°42'58"	N61°13'59"W	14.81'
C45	14.92'	180.00'	4°44'55"	N56°30'03"W	14.91'
C57	191.19'	1225.00'	8°56'32"	N68°03'44"W	190.99'
C59	187.28'	1200.00'	8°56'32"	N68°03'44"W	187.09'
C96	551.36'	365.00'	86°32'58"	N79°08'54"E	500.41'
C129	62.04'	40.00'	88°51'44"	S81°26'32"W	56.00'
C171	65.10'	500.00'	7°27'37"	S40°22'36"W	65.06'
C172	6.75'	500.00'	0°46'23"	S36°15'36"W	6.75'
C176	47.52'	365.00'	7°27'37"	S40°22'36"W	47.49'
C177	4.93'	365.00'	0°46'23"	S36°15'36"W	4.93'
C193	166.21'	1065.00'	8°56'32"	S68°03'44"E	166.05'
C340	62.83'	40.00'	90°00'00"	N09°07'35"W	56.57'
C343	13.82'	685.00'	1°09'21"	S51°13'11"W	13.82'
C344	6.18'	685.00'	0°31'02"	S52°03'23"W	6.18'



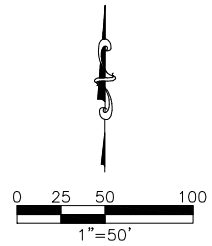
- LEGEND:**
- INDICATES SET 5/8" IRON PIN WITH CAP, PRM LB 6952
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  - ⊙ INDICATES PARKER KALON NAIL WITH DISC, PCP LB 6952
  - INDICATES CHANGE IN DIRECTION
- GENERAL NOTES:**
1. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
  2. ALL LINES ARE RADIAL TO CIRCULAR CURVE UNLESS NOTED AS NON-RADIAL. RADIAL REFERENCES TO INDIVIDUAL LOT OR TRACT LINES REFER TO THE FRONT RIGHT-OF-WAY LINE AND DO NOT REFERENCE THE RADIAL RELATIONSHIP OF THE REAR OR SIDE LOT/TRACT LINES.
  3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NORTH AMERICAN DATUM (NAD83, 2011 ADJUSTMENT) WHERE THE WEST LINE OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, PLAT BOOK 19, PAGE 32 THROUGH 32C MEASURED BEARS S.13°28'34"W. (PLAT S.13°38'52"E.) A CLOCKWISE BEARING ROTATION OF 0°0'10"18" HAS BEEN ADDED (PLAT TO MEASURED). BEARINGS FOR ANY ENCUMBRANCES HAVE BEEN ROTATED TO MATCH THE ROTATED LEGAL DESCRIPTION BEARINGS.

**ABBREVIATIONS**

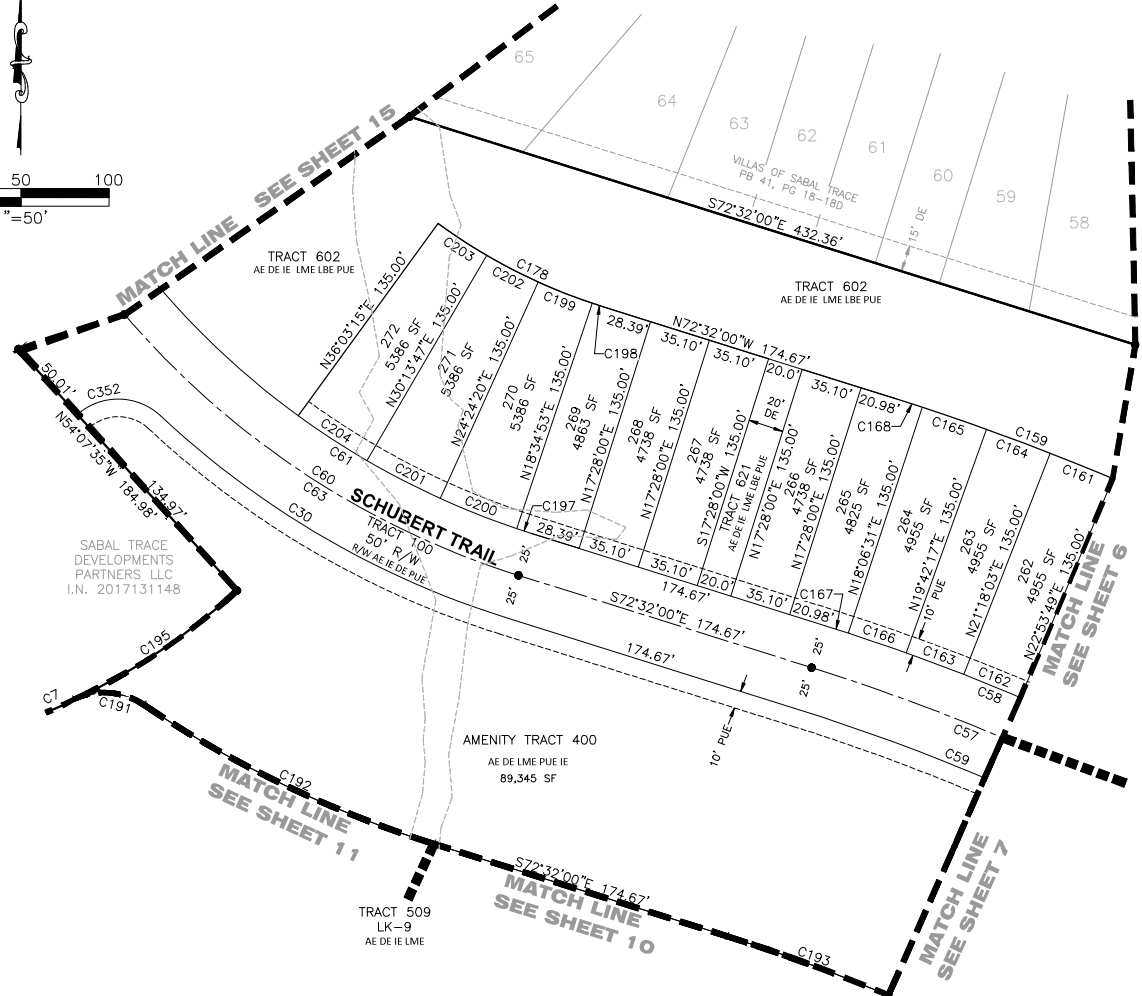
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 FIPC = FOUND CAPPED IRON PIN, AS NOTED  
 FPKD = FOUND PK NAIL AND DISC, AS NOTED  
 ID = IDENTIFICATION  
 IE = IRRIGATION EASEMENT  
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# CENTRAL PARC PHASE 1

A SUBDIVISION LYING IN SECTIONS 28, 29, 32 AND 33,  
TOWNSHIP 39 SOUTH, RANGE 21 EAST,  
CITY OF NORTH PORT  
SARASOTA COUNTY, FLORIDA



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C7	282.67'	385.00'	42°03'59"	N68°50'24"E	276.36'
C30	228.79'	510.00'	25°42'12"	S59°40'54"E	226.88'
C57	191.19'	1225.00'	8°56'32"	N68°03'44"W	190.99'
C58	195.09'	1250.00'	8°56'32"	N68°03'44"W	194.89'
C59	187.28'	1200.00'	8°56'32"	N68°03'44"W	187.09'
C60	504.21'	485.00'	59°33'56"	S42°45'02"E	481.81'
C61	478.22'	460.00'	59°33'56"	S42°45'02"E	456.98'
C62	188.88'	510.00'	21°13'11"	S23°34'39"E	187.80'
C63	271.91'	485.00'	32°07'19"	S56°28'21"E	268.36'
C159	169.85'	1385.00'	7°01'35"	N69°01'13"W	169.74'
C161	38.58'	1385.00'	1°35'46"	N67°54'04"W	38.58'
C162	34.82'	1250.00'	1°35'46"	N67°54'04"W	34.82'
C163	34.82'	1250.00'	1°35'46"	N69°29'50"W	34.82'
C164	38.58'	1385.00'	1°35'46"	N69°29'50"W	38.58'
C165	38.58'	1385.00'	1°35'46"	N71°05'36"W	38.58'
C166	34.82'	1250.00'	1°35'46"	N71°05'36"W	34.82'
C167	14.01'	1250.00'	0°38'31"	N72°12'45"W	14.01'
C168	15.52'	1385.00'	0°38'31"	N72°12'45"W	15.52'
C178	105.43'	325.00'	18°35'15"	S63°14'23"E	104.97'
C191	41.41'	40.00'	59°19'06"	S85°53'52"E	39.59'
C192	183.44'	645.00'	16°17'42"	S64°23'09"E	182.82'
C193	166.21'	1065.00'	8°56'32"	S68°03'44"E	166.05'
C195	111.79'	385.00'	16°38'12"	N56°07'30"E	111.40'
C197	8.95'	460.00'	1°06'53"	S71°58'33"E	8.95'
C198	6.32'	325.00'	1°06'53"	S71°58'33"E	6.32'
C199	33.04'	325.00'	5°49'27"	S68°30'23"E	33.02'
C200	46.76'	460.00'	5°49'27"	S68°30'23"E	46.74'
C201	46.76'	460.00'	5°49'27"	S62°40'56"E	46.74'
C202	33.04'	325.00'	5°49'27"	S62°40'56"E	33.02'
C203	33.04'	325.00'	5°49'27"	S56°51'29"E	33.02'
C204	46.76'	460.00'	5°49'27"	S56°51'29"E	46.74'
C352	51.77'	35.00'	84°45'17"	N89°12'26"W	47.18'



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  - ⊕ INDICATES CHANGE IN DIRECTION

**RWA**  
**ENGINEERING**  
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 FLORIDA CERTIFICATE OF AUTHORIZATION # LB-6952  
 PREPARED BY  
 MICHAEL A. WARD, PLS LS 5301

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 TOWNSHIP 39 SOUTH, RANGE 21 EAST,  
 CITY OF NORTH PORT  
 SARASOTA COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

SHEET 9 OF 19

**ABBREVIATIONS**

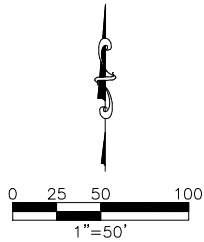
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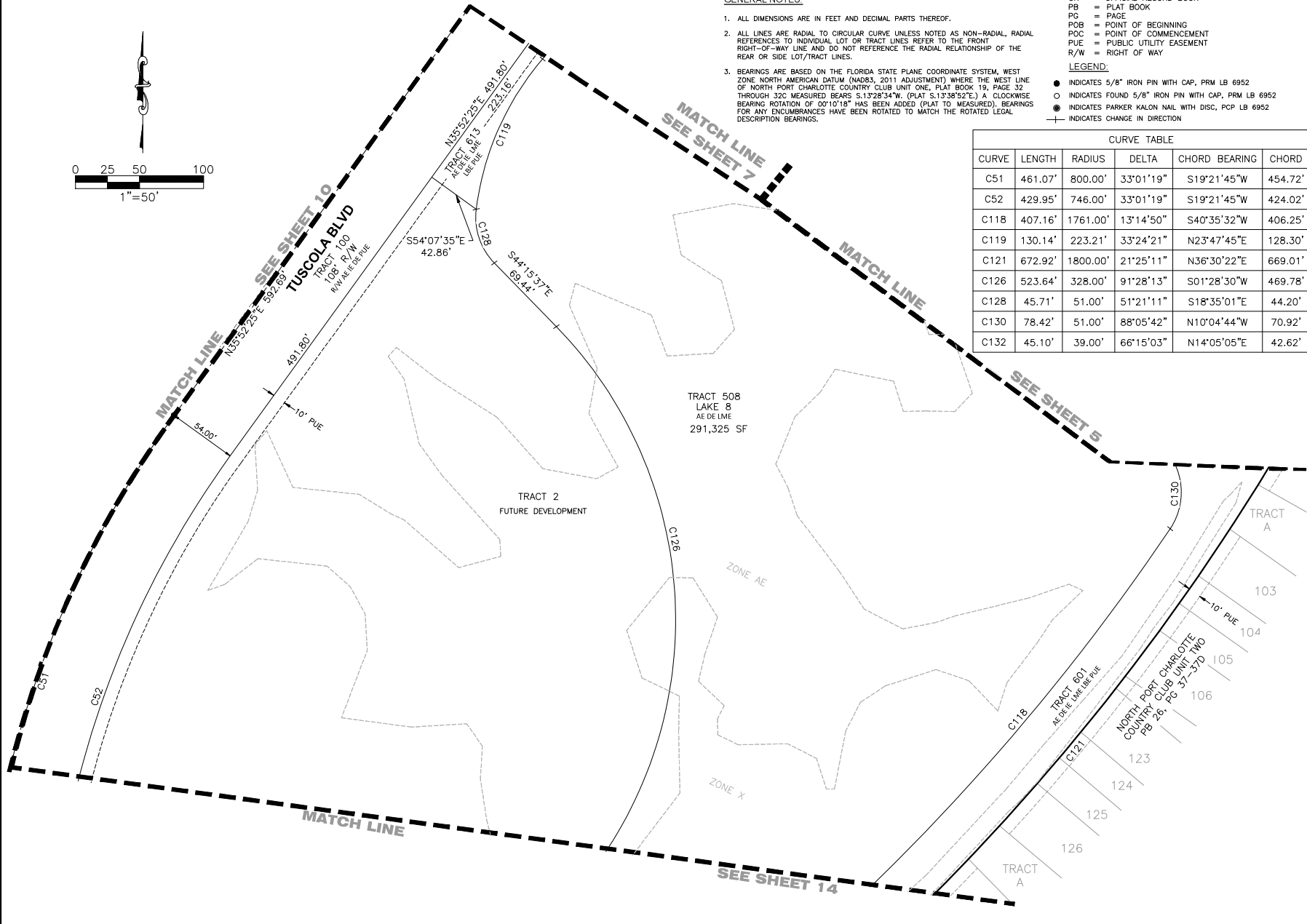
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C51	461.07'	800.00'	33°01'19"	S19°21'45"W	454.72'
C52	429.95'	746.00'	33°01'19"	S19°21'45"W	424.02'
C118	407.16'	1761.00'	13°14'50"	S40°35'32"W	406.25'
C119	130.14'	223.21'	33°24'21"	N23°47'45"E	128.30'
C121	672.92'	1800.00'	21°25'11"	N36°30'22"E	669.01'
C126	523.64'	328.00'	91°28'13"	S01°28'30"W	469.78'
C128	45.71'	51.00'	51°21'11"	S18°35'01"E	44.20'
C130	78.42'	51.00'	88°05'42"	N10°04'44"W	70.92'
C132	45.10'	39.00'	66°15'03"	N14°05'05"E	42.62'





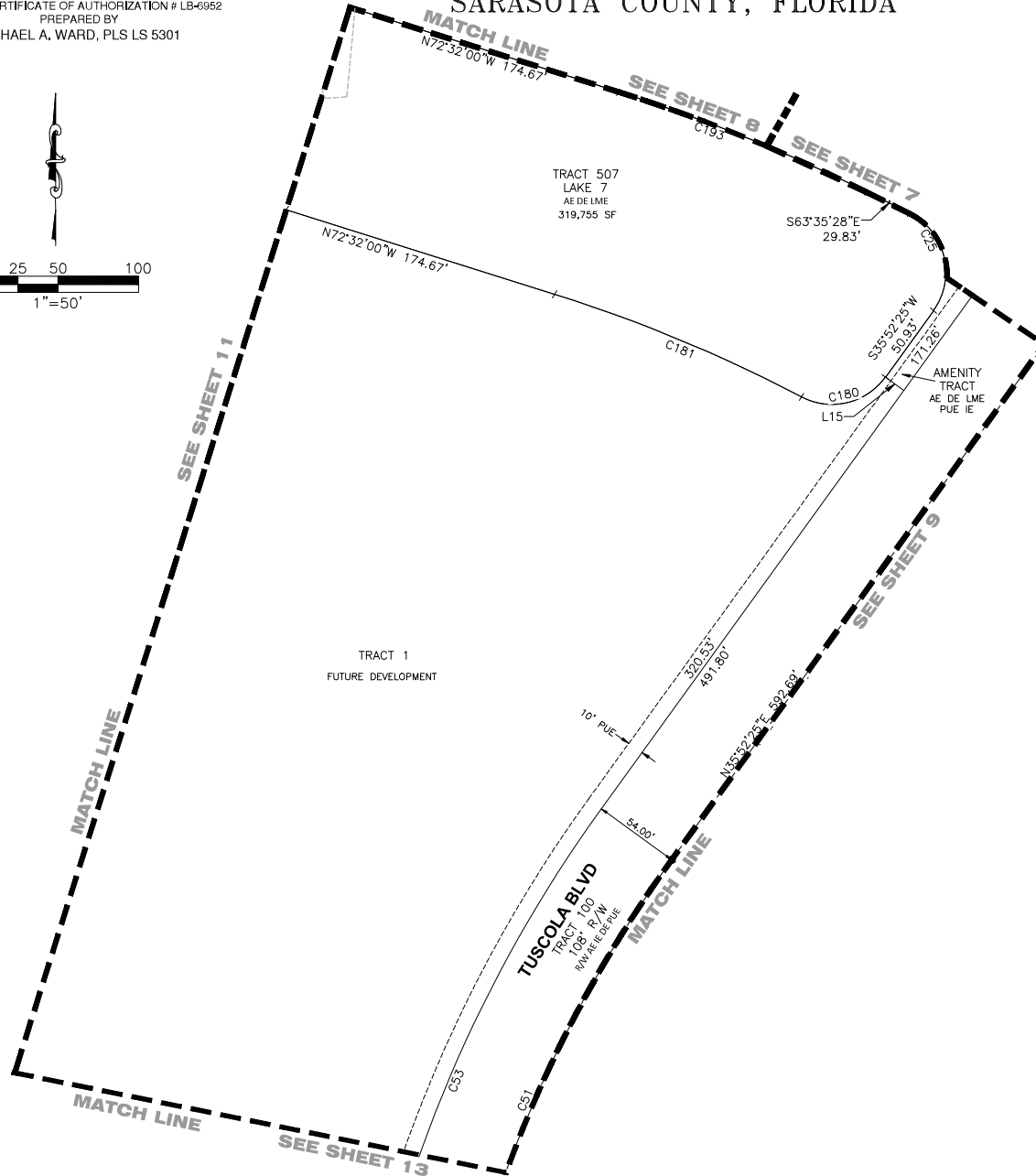
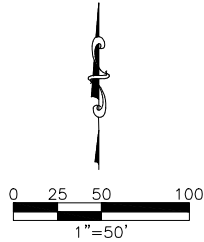
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A SUBDIVISION LYING IN SECTIONS 28, 29, 32 AND 33,  
 TOWNSHIP 39 SOUTH, RANGE 21 EAST,  
 CITY OF NORTH PORT  
 SARASOTA COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

SHEET 10 OF 19



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C25	71.00'	40.90'	99°27'53"	S13°51'32"E	62.42'
C51	461.07'	800.00'	33°01'19"	S19°21'45"W	454.72'
C53	492.19'	854.00'	33°01'19"	S19°21'45"W	485.41'
C180	58.39'	40.90'	81°47'50"	S76°46'19"W	53.56'
C181	166.20'	933.20'	10°12'14"	N67°25'53"W	165.98'
C193	166.21'	1065.00'	8°56'32"	S68°03'44"E	166.05'

LINE TABLE		
LINE	BEARING	LENGTH
L15	S54°07'35"E	14.10'

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**LEGEND:**

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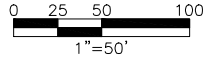
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PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
 SHEET 11 OF 19



CURVE TABLE					
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C7	282.67'	385.00'	42°03'59"	N68°50'24"E	276.36'
C182	28.99'	776.80'	2°08'18"	N71°27'51"W	28.99'
C183	668.01'	384.10'	99°38'46"	S59°46'55"W	586.95'
C189	80.09'	50.87'	90°12'36"	N44°48'05"E	72.07'
C191	41.41'	40.00'	59°19'06"	S85°53'52"E	39.59'
C192	183.44'	645.00'	16°17'42"	S64°23'09"E	182.82'
C347	170.88'	386.60'	25°19'33"	N77°07'57"E	169.50'

SABAL TRACE  
 UNIT 1  
 PB 37, PG 38-38C

TRACT 507  
 LAKE 7  
 AE DELME  
 319,755 SF

TRACT 1  
 FUTURE DEVELOPMENT

**LEGEND:**

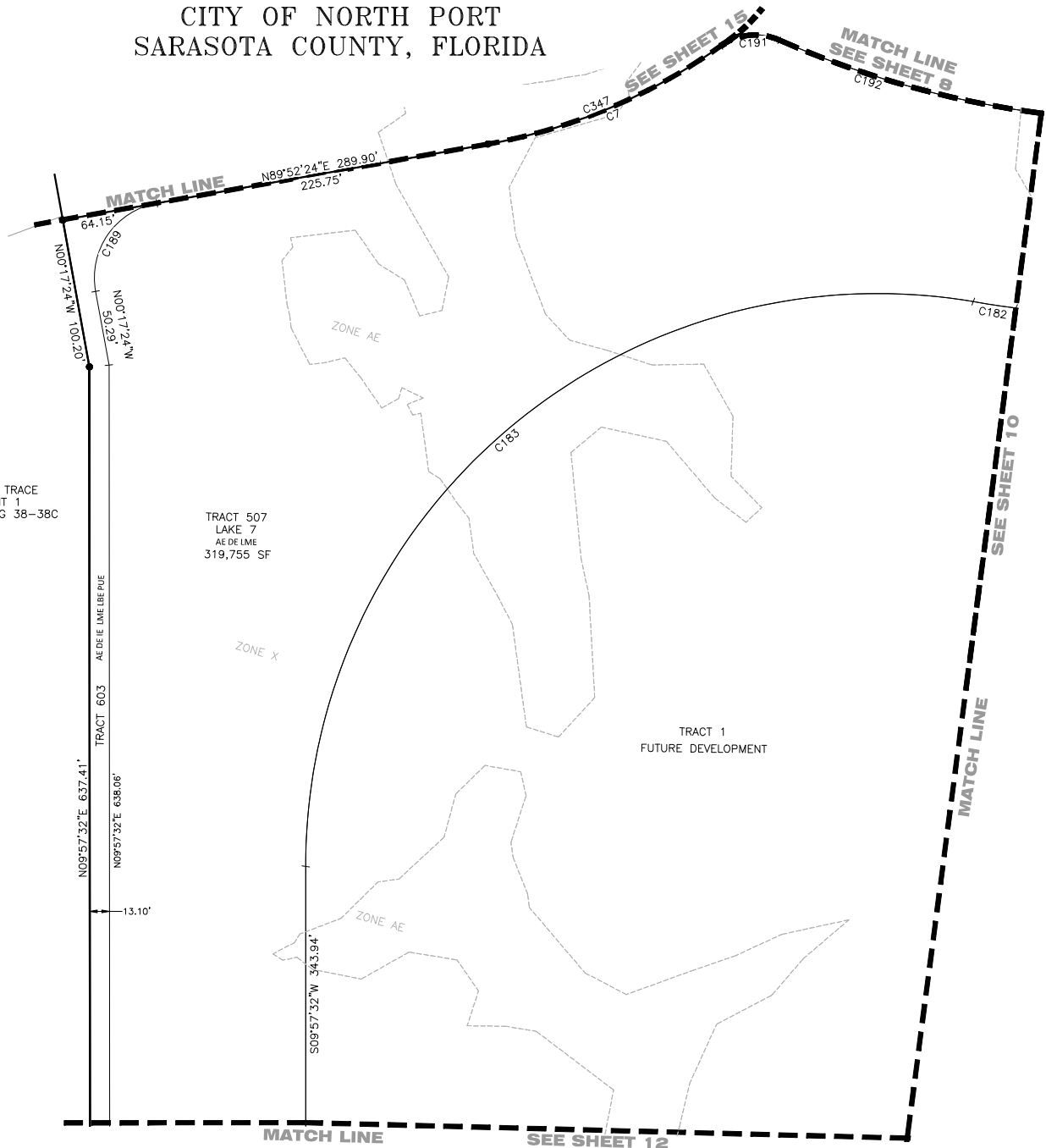
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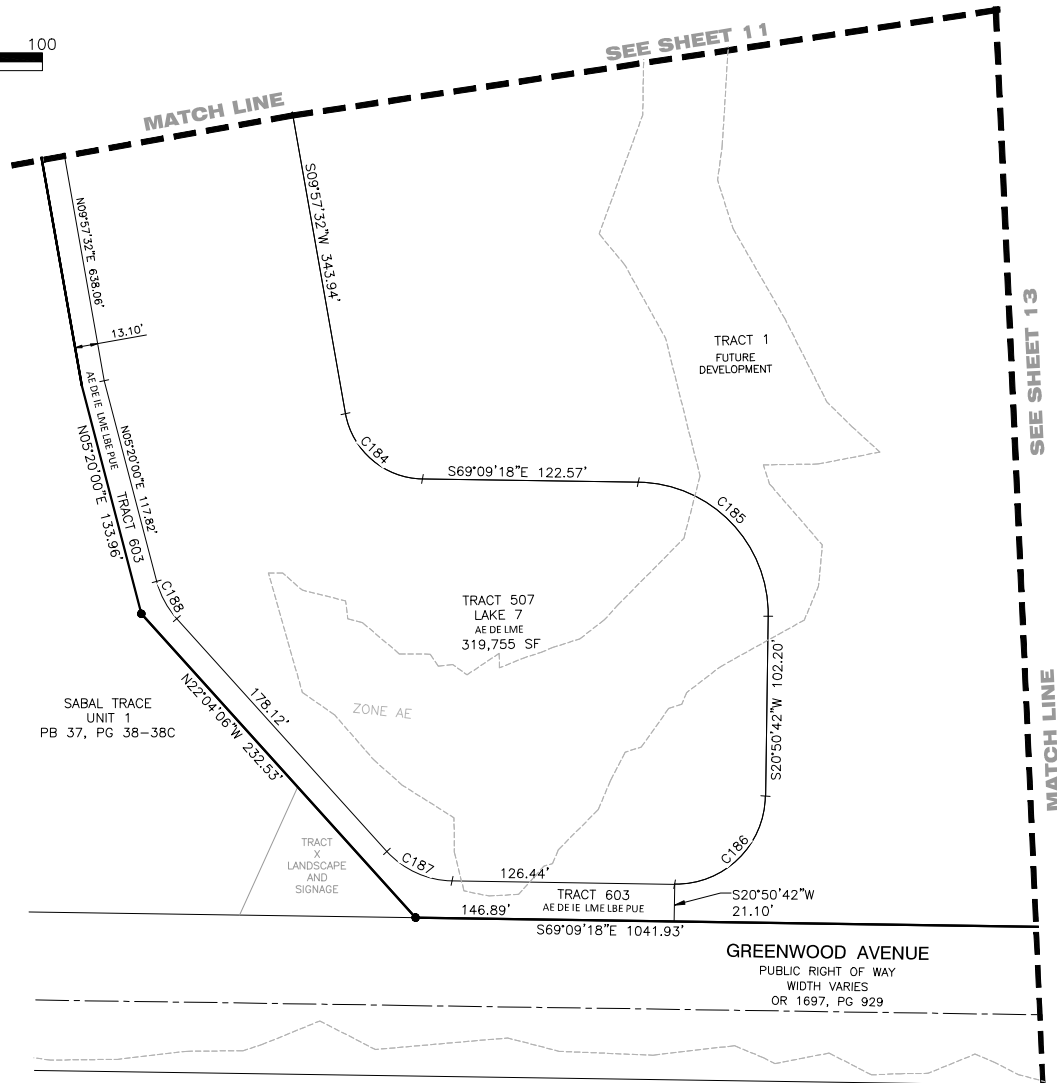
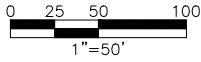
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PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

SHEET 12 OF 19



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C184	62.14'	45.00'	79°06'50"	S29°35'53"E	57.32'
C185	117.81'	75.00'	90°00'00"	S24°09'18"E	106.07'
C186	79.95'	50.90'	90°00'00"	S65°50'42"W	71.98'
C187	41.83'	50.90'	47°05'12"	N45°36'42"W	40.66'
C188	24.34'	50.90'	27°24'07"	N08°22'03"W	24.11'

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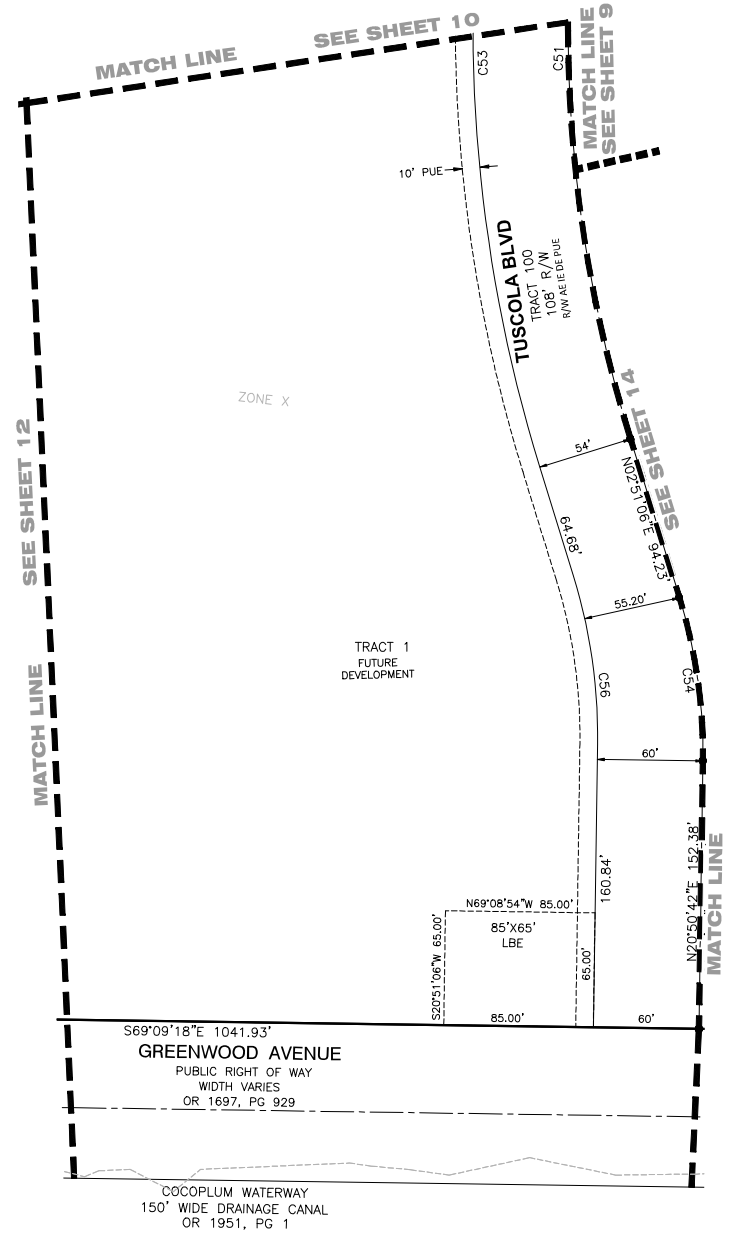
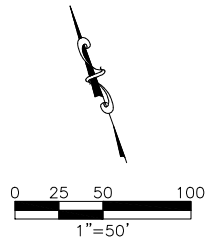
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 SHEET 13 OF 19



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C51	461.07'	800.00'	33°01'19"	S19°21'45"W	454.72'
C53	492.19'	854.00'	33°01'19"	S19°21'45"W	485.41'
C54	94.21'	300.00'	17°59'36"	N11°50'54"E	93.83'
C56	97.35'	310.00'	17°59'36"	N11°50'54"E	96.95'

- ABBREVIATIONS**
- AE = PRIVATE ACCESS EASEMENT
  - DE = PRIVATE DRAINAGE EASEMENT
  - FCM = FOUND CONCRETE MONUMENT, AS NOTED
  - FIP = FOUND IRON PIN, AS NOTED
  - FIPC = FOUND CAPPED IRON PIN, AS NOTED
  - FPKD = FOUND PK NAIL AND DISC, AS NOTED
  - IE = IRRIGATION EASEMENT
  - LN. = INSTRUMENT NUMBER
  - LBE = LANDSCAPE BUFFER EASEMENT
  - LME = LAKE MAINTENANCE AND ACCESS EASEMENT
  - OR = OFFICIAL RECORD BOOK
  - PB = PLAT BOOK
  - PG = PAGE
  - POB = POINT OF BEGINNING
  - POC = POINT OF COMMENCEMENT
  - PUE = PUBLIC UTILITY EASEMENT
  - R/W = RIGHT OF WAY

- GENERAL NOTES:**
- ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
  - ALL LINES ARE RADIAL TO CIRCULAR CURVE UNLESS NOTED AS NON-RADIAL. RADIAL REFERENCES TO INDIVIDUAL LOT OR TRACT LINES REFER TO THE FRONT RIGHT-OF-WAY LINE AND DO NOT REFERENCE THE RADIAL RELATIONSHIP OF THE REAR OR SIDE LOT/TRACT LINES.
  - BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NORTH AMERICAN DATUM (NAD83, 2011 ADJUSTMENT) WHERE THE WEST LINE OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, PLAT BOOK 19, PAGE 32 THROUGH 32C MEASURED BEARS S.13°28'34"W. (PLAT S.13°38'52"E) A CLOCKWISE BEARING ROTATION OF 0°10'18" HAS BEEN ADDED (PLAT TO MEASURED). BEARINGS FOR ANY ENCUMBRANCES HAVE BEEN ROTATED TO MATCH THE ROTATED LEGAL DESCRIPTION BEARINGS.

- LEGEND:**
- INDICATES SET 5/8" IRON PIN WITH CAP, PRM LB 6952
  - INDICATES FOUND 5/8" IRON PIN WITH CAP, PRM LB 6952
  - ⊙ INDICATES PARKER KALON NAIL WITH DISC, POP LB 6952
  - INDICATES CHANGE IN DIRECTION



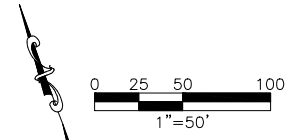
12800 UNIVERSITY DRIVE, SUITE 175  
 FORT MYERS, FLORIDA 33907  
 PHONE: (239) 597-0575 FAX: (239) 597-0578  
 FLORIDA CERTIFICATE OF AUTHORIZATION # LB-6952  
 PREPARED BY  
 MICHAEL A. WARD, PLS LS 5301

# CENTRAL PARC PHASE 1

A SUBDIVISION LYING IN SECTIONS 28, 29, 32 AND 33,  
 TOWNSHIP 39 SOUTH, RANGE 21 EAST,  
 CITY OF NORTH PORT  
 SARASOTA COUNTY, FLORIDA

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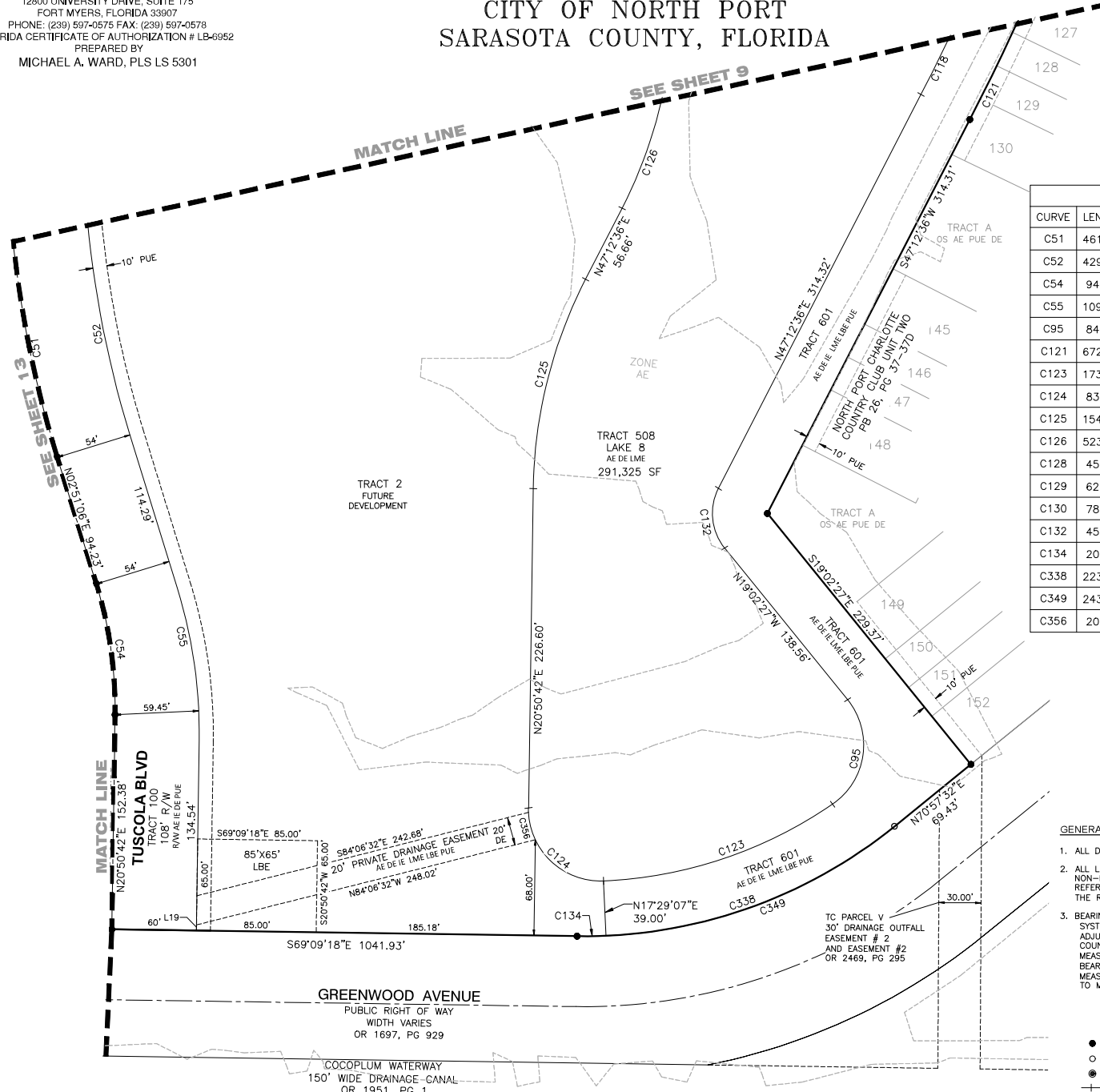
LINE TABLE		
LINE	BEARING	LENGTH
L19	N20°50'42"E	4.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C51	461.07'	800.00'	33°01'19"	S19°21'45"W	454.72'
C52	429.95'	746.00'	33°01'19"	S19°21'45"W	424.02'
C54	94.21'	300.00'	17°59'36"	N11°50'54"E	93.83'
C55	109.92'	350.00'	17°59'36"	S11°50'54"W	109.46'
C95	84.15'	51.00'	94°32'14"	N28°13'40"E	74.92'
C121	672.92'	1800.00'	21°25'11"	N36°30'22"E	669.01'
C123	173.63'	311.00'	31°59'20"	S88°30'33"E	171.39'
C124	83.10'	51.00'	93°21'35"	S25°50'05"E	74.21'
C125	154.61'	336.00'	26°21'54"	S34°01'39"W	153.25'
C126	523.64'	328.00'	91°28'13"	S01°28'30"W	469.78'
C128	45.71'	51.00'	51°21'11"	S18°35'01"E	44.20'
C129	62.04'	40.00'	88°51'44"	S81°26'32"W	56.00'
C130	78.42'	51.00'	88°05'42"	N10°04'44"W	70.92'
C132	45.10'	39.00'	66°15'03"	N14°05'05"E	42.62'
C134	20.52'	350.00'	3°21'35"	S70°50'05"E	20.52'
C338	223.13'	350.00'	36°31'35"	N89°13'20"E	219.37'
C349	243.65'	350.00'	39°53'10"	N89°05'53"W	238.76'
C356	20.11'	55.20'	20°52'33"	S05°53'28"W	20.00'

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  - DE = PRIVATE DRAINAGE EASEMENT
  - FCM = FOUND CONCRETE MONUMENT, AS NOTED
  - FIP = FOUND IRON PIN, AS NOTED
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  - FPKD = FOUND PK NAIL AND DISC, AS NOTED
  - IE = IRRIGATION EASEMENT
  - I.N. = INSTRUMENT NUMBER
  - LBE = LANDSCAPE BUFFER EASEMENT
  - LME = LAKE MAINTENANCE AND ACCESS EASEMENT
  - OR = OFFICIAL RECORD BOOK
  - PB = PLAT BOOK
  - PG = PAGE
  - POB = POINT OF BEGINNING
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  - PUE = PUBLIC UTILITY EASEMENT
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- GENERAL NOTES:**
- ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
  - ALL LINES ARE RADIAL TO CIRCULAR CURVE UNLESS NOTED AS NON-RADIAL. RADIAL REFERENCES TO INDIVIDUAL LOT OR TRACT LINES REFER TO THE FRONT RIGHT-OF-WAY LINE AND DO NOT REFERENCE THE RADIAL RELATIONSHIP OF THE REAR OR SIDE LOT/TRACT LINES.
  - BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NORTH AMERICAN DATUM (NAD83, 2011 ADJUSTMENT) WHERE THE WEST LINE OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, PLAT BOOK 19, PAGE 32 THROUGH 32C MEASURED BEARS S.13°28'34"W. (PLAT S.13°38'52"E.) A CLOCKWISE BEARING ROTATION OF 00°10'18" HAS BEEN ADDED (PLAT TO MEASURED). BEARINGS FOR ANY ENCUMBRANCES HAVE BEEN ROTATED TO MATCH THE ROTATED LEGAL DESCRIPTION BEARINGS.

- LEGEND:**
- INDICATES 5/8" IRON PIN WITH CAP, PRM LB 6952
  - INDICATES FOUND 5/8" IRON PIN WITH CAP, PRM LB 6952
  - INDICATES PARKER KALON NAIL WITH DISC, PCP LB 6952
  - INDICATES CHANGE IN DIRECTION





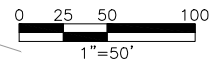
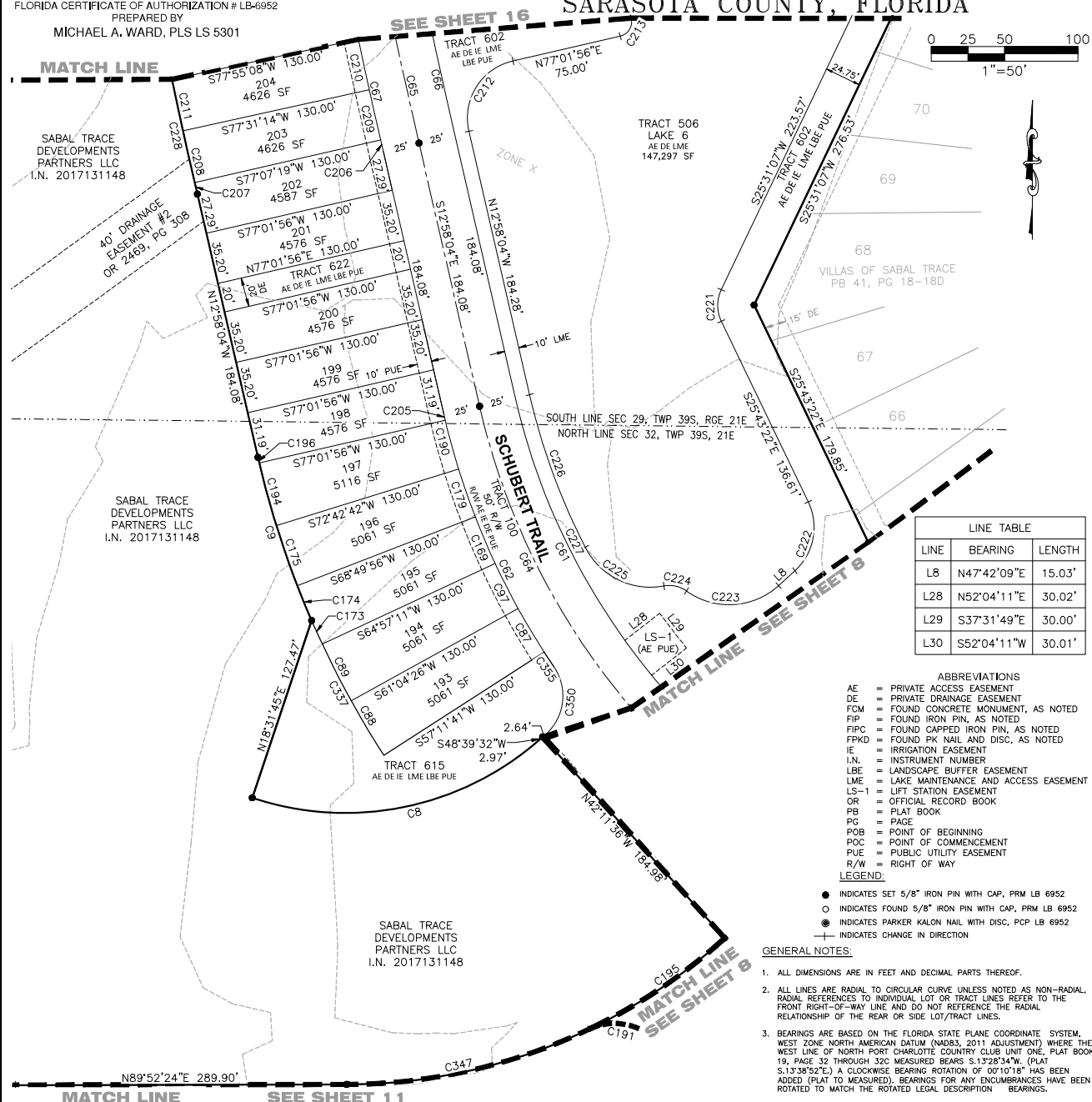
12800 UNIVERSITY DRIVE, SUITE 175  
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# CENTRAL PARC PHASE 1

A SUBDIVISION LYING IN SECTIONS 28, 29, 32 AND 33,  
 TOWNSHIP 39 SOUTH, RANGE 21 EAST,  
 CITY OF NORTH PORT  
 SARASOTA COUNTY, FLORIDA

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LINE	BEARING	LENGTH
L8	N47°42'09\"E	15.03'
L28	N52°04'11\"E	30.02'
L29	S37°31'49\"E	30.00'
L30	S52°04'11\"W	30.01'

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- AE = PRIVATE ACCESS EASEMENT
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  - FIPC = FOUND CAPPED IRON PIN, AS NOTED
  - FFKD = FOUND PK NAIL AND DISC, AS NOTED
  - IE = IRRIGATION EASEMENT
  - I.N. = INSTRUMENT NUMBER
  - LBE = LANDSCAPE BUFFER EASEMENT
  - LME = LAKE MAINTENANCE AND ACCESS EASEMENT
  - LS-1 = LIFT STATION EASEMENT
  - OR = OFFICIAL RECORD BOOK
  - PB = PLAT BOOK
  - PG = PAGE
  - POB = POINT OF BEGINNING
  - POC = POINT OF COMMENCEMENT
  - PUE = PUBLIC UTILITY EASEMENT
  - R/W = RIGHT OF WAY
- LEGEND:**
- INDICATES SET 5/8\" IRON PIN WITH CAP, PRM LB 6952
  - INDICATES FOUND 5/8\" IRON PIN WITH CAP, PRM LB 6952
  - ⊙ INDICATES PARKER KALON NAIL WITH DISC, PCP LB 6952
  - +

- GENERAL NOTES:**
- ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C7	282.67'	385.00'	42°03'59"	N68°50'24\"E	276.36'
C8	208.99'	200.00'	59°52'14"	S78°35'38\"W	199.61'
C9	117.25'	640.00'	10°29'48"	N18°12'58\"W	117.08'
C30	228.79'	510.00'	25°42'12"	S59°40'54\"E	226.88'
C61	478.22'	460.00'	59°33'56"	S42°45'02\"E	456.98'
C62	188.88'	510.00'	21°13'11"	S23°34'39\"E	187.80'
C64	232.31'	485.00'	27°26'37"	S26°41'23\"E	230.09'
C65	561.29'	5025.00'	6°24'00"	S09°46'04\"E	561.00'
C66	558.50'	5000.00'	6°24'00"	S09°46'04\"E	558.21'
C67	564.08'	5050.00'	6°24'00"	S09°46'04\"E	563.79'
C87	34.53'	510.00'	3°52'45"	S30°51'57\"E	34.52'
C88	43.33'	640.00'	3°52'45"	S30°51'57\"E	43.32'
C89	43.33'	640.00'	3°52'45"	S26°59'11\"E	43.32'
C97	34.53'	510.00'	3°52'45"	S26°59'11\"E	34.52'
C169	34.53'	510.00'	3°52'45"	S23°06'26\"E	34.52'
C173	17.68'	640.00'	1°34'57"	S24°15'20\"E	17.68'
C214	25.65'	640.00'	2°17'48"	S22°18'58\"E	25.65'
C175	43.33'	640.00'	3°52'45"	S19°13'41\"E	43.32'
C179	34.53'	510.00'	3°52'45"	S19°13'41\"E	34.52'
C190	34.45'	510.00'	3°52'14"	S15°21'11\"E	34.45'
C191	41.41'	40.00'	59°19'06"	S85°53'52\"E	39.59'
C194	44.26'	640.00'	3°57'43"	S15°18'27\"E	44.25'
C195	111.79'	385.00'	16°38'12"	N56°07'30\"E	111.40'
C196	4.01'	640.00'	0°21'31"	S13°08'49\"E	4.01'
C205	4.01'	510.00'	0°27'01"	S13°11'34\"E	4.01'
C206	7.89'	5050.00'	0°05'22"	S12°55'23\"E	7.89'
C207	8.10'	5180.00'	0°05'22"	S12°55'23\"E	8.10'
C208	36.03'	5180.00'	0°23'55"	S12°40'44\"E	36.03'
C209	35.13'	5050.00'	0°23'55"	S12°40'44\"E	35.13'
C210	35.13'	5050.00'	0°23'55"	S12°16'49\"E	35.13'
C211	36.03'	5180.00'	0°23'55"	S12°16'49\"E	36.03'
C212	62.83'	40.00'	90°00'00"	S32°01'56\"W	56.57'
C213	15.71'	10.00'	90°00'00"	S32°01'56\"W	14.14'
C221	22.36'	25.00'	51°14'29"	N00°06'07\"W	21.62'
C222	51.26'	40.00'	73°25'31"	N10°59'23\"E	47.82'
C223	67.98'	50.00'	77°53'57"	N86°39'07\"E	62.86'
C224	16.13'	20.00'	46°12'32"	S77°30'10\"E	15.70'
C225	64.15'	50.00'	73°30'42"	S63°51'05\"E	59.84'
C226	110.96'	450.00'	14°07'40"	S20°01'54\"E	110.68'
C227	182.41'	460.00'	22°43'12"	S24°19'40\"E	181.22'
C228	578.60'	5180.00'	6°24'00"	N09°46'04\"W	578.30'
C337	104.34'	640.00'	9°20'28"	S28°08'05\"E	104.22'
C347	170.88'	386.60'	25°19'33"	N77°07'57\"E	169.50'
C350	50.61'	35.00'	82°50'47"	N07°14'08\"E	46.31'
C352	51.77'	35.00'	84°45'17"	N89°12'26\"W	47.18'
C355	12.30'	510.00'	1°22'56"	S33°29'47\"E	12.30'



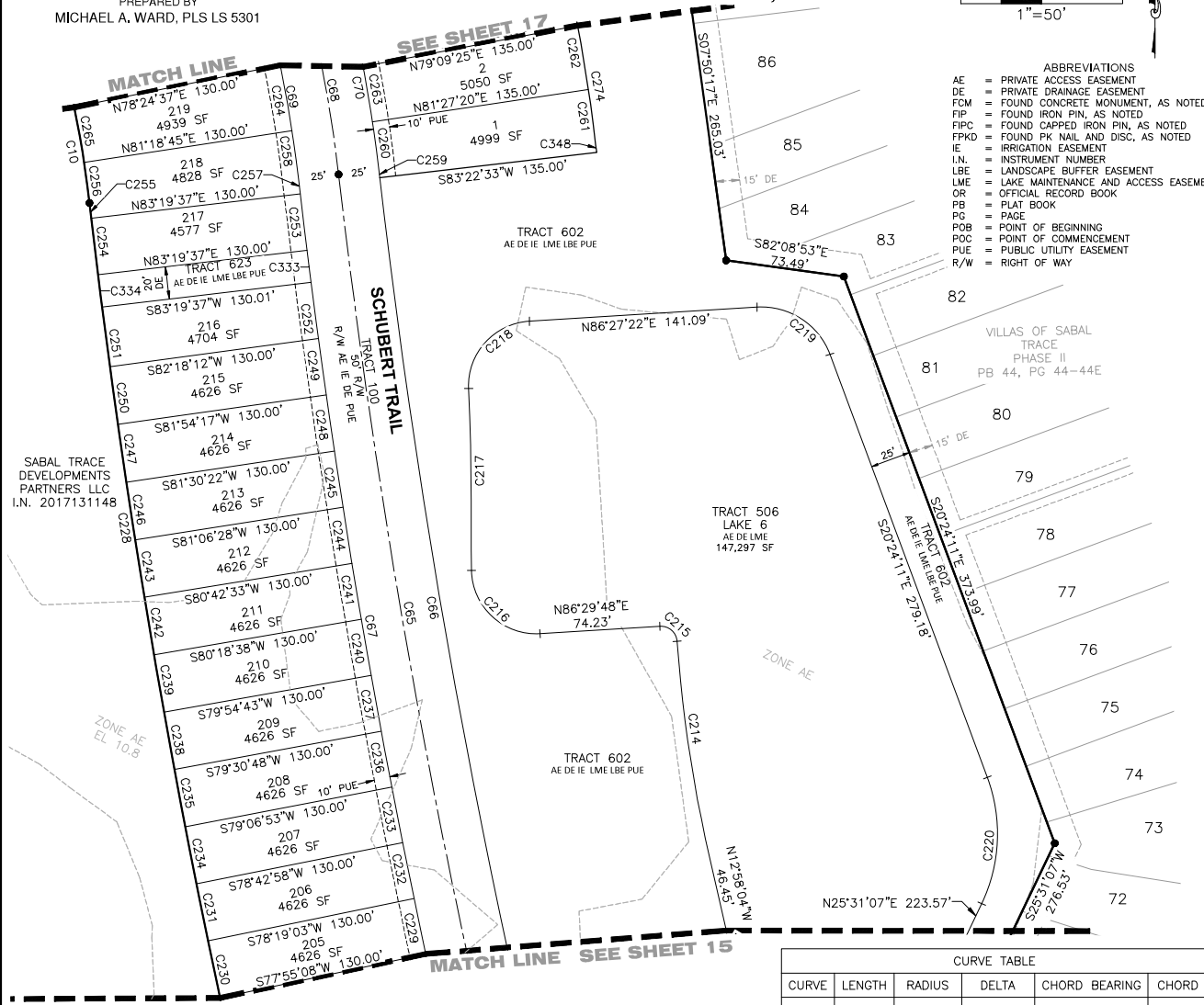
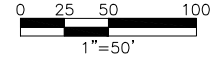
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A SUBDIVISION LYING IN SECTIONS 28, 29, 32 AND 33,  
 TOWNSHIP 39 SOUTH, RANGE 21 EAST,  
 CITY OF NORTH PORT  
 SARASOTA COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

SHEET 16 OF 19



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  - FPKD = FOUND PK NAIL AND DISC, AS NOTED
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- LEGEND:
- INDICATES SET 5/8" IRON PIN WITH CAP, PRM LB 6952
  - INDICATES FOUND 5/8" IRON PIN WITH CAP, PRM LB 6952
  - ⊙ INDICATES PARKER KALON NAIL WITH DISC, POP LB 6952
  - ⊕ INDICATES CHANGE IN DIRECTION

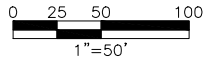
- GENERAL NOTES:
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CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C263	34.70'	865.00'	2°17'54"	N09°41'38"W	34.70'
C264	41.28'	815.00'	2°54'08"	N10°08'19"W	41.28'
C265	34.70'	865.00'	2°54'08"	N10°08'19"W	34.69'
C274	444.90'	1000.00'	25°29'27"	N19°18'48"W	441.24'
C333	20.00'	5050.00'	0°13'37"	S07°11'09"E	20.00'
C334	20.00'	5180.00'	0°13'16"	S07°10'23"E	20.00'
C348	4.79'	218.49'	1°15'21"	S06°35'46"E	4.79'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C10	304.76'	685.00'	25°29'27"	N19°18'48"W	302.25'
C65	561.29'	5025.00'	6°24'00"	S09°46'04"E	561.00'
C66	558.50'	5000.00'	6°24'00"	S09°46'04"E	558.21'
C67	564.08'	5050.00'	6°24'00"	S09°46'04"E	563.79'
C68	373.72'	840.00'	25°29'27"	N19°18'48"W	370.64'
C69	362.59'	815.00'	25°29'27"	N19°18'48"W	359.61'
C70	384.84'	865.00'	25°29'27"	N19°18'48"W	381.67'
C214	135.64'	880.98'	8°49'17"	S08°33'26"E	135.50'
C215	15.60'	10.00'	89°21'25"	S48°49'30"E	14.06'
C216	64.49'	40.00'	92°22'24"	S47°19'00"E	57.73'
C217	87.15'	1875.00'	2°39'47"	S01°00'56"E	87.14'
C218	62.00'	40.00'	88°48'11"	S42°03'16"W	55.97'
C219	57.44'	45.00'	73°08'28"	N56°58'25"W	53.62'
C220	80.15'	100.00'	45°55'18"	N02°33'28"E	78.02'
C228	578.60'	5180.00'	6°24'00"	N09°46'04"W	578.30'
C229	35.13'	5050.00'	0°23'55"	S11°52'54"E	35.13'
C230	36.03'	5180.00'	0°23'55"	S11°52'54"E	36.03'
C231	36.03'	5180.00'	0°23'55"	S11°28'59"E	36.03'
C232	35.13'	5050.00'	0°23'55"	S11°28'59"E	35.13'
C233	35.13'	5050.00'	0°23'55"	S11°05'04"E	35.13'
C234	36.03'	5180.00'	0°23'55"	S11°05'04"E	36.03'
C235	36.03'	5180.00'	0°23'55"	S10°41'09"E	36.03'
C236	35.13'	5050.00'	0°23'55"	S10°41'09"E	35.13'
C237	35.13'	5050.00'	0°23'55"	S10°17'15"E	35.13'
C238	36.03'	5180.00'	0°23'55"	S10°17'15"E	36.03'
C239	36.03'	5180.00'	0°23'55"	S09°53'20"E	36.03'
C240	35.13'	5050.00'	0°23'55"	S09°53'20"E	35.13'
C241	35.13'	5050.00'	0°23'55"	S09°29'25"E	35.13'
C242	36.03'	5180.00'	0°23'55"	S09°29'25"E	36.03'
C243	36.03'	5180.00'	0°23'55"	S09°05'30"E	36.03'
C244	35.13'	5050.00'	0°23'55"	S09°05'30"E	35.13'
C245	35.13'	5050.00'	0°23'55"	S08°41'35"E	35.13'
C246	36.03'	5180.00'	0°23'55"	S08°41'35"E	36.03'
C247	36.03'	5180.00'	0°23'55"	S08°17'40"E	36.03'
C248	35.13'	5050.00'	0°23'55"	S08°17'40"E	35.13'
C249	35.13'	5050.00'	0°23'55"	S07°53'45"E	35.13'
C250	36.03'	5180.00'	0°23'55"	S07°53'45"E	36.03'
C251	37.34'	5180.00'	0°24'47"	S07°29'24"E	37.34'
C252	35.02'	5050.00'	0°23'50"	S07°29'53"E	35.02'
C253	35.20'	24477.49'	0°04'57"	S06°52'22"E	35.20'
C254	35.20'	5180.00'	0°23'22"	S06°52'04"E	35.20'
C255	9.51'	5180.00'	0°06'19"	S06°37'13"E	9.51'
C256	25.34'	685.00'	2°07'11"	N07°37'40"W	25.34'
C257	9.27'	5050.00'	0°06'19"	S06°37'13"E	9.27'
C258	30.15'	815.00'	2°07'11"	N07°37'40"W	30.15'
C259	4.92'	5000.00'	0°03'23"	S06°35'46"E	4.92'
C260	29.84'	865.00'	1°58'36"	N07°33'22"W	29.84'
C261	34.50'	1000.00'	1°58'36"	N07°33'22"W	34.50'
C262	40.11'	1000.00'	2°17'54"	N09°41'38"W	40.11'



12800 UNIVERSITY DRIVE, SUITE 175  
 FORT MYERS, FLORIDA 33907  
 PHONE: (239) 597-0575 FAX: (239) 597-0578  
 FLORIDA CERTIFICATE OF AUTHORIZATION # LB-6952  
 PREPARED BY  
 MICHAEL A. WARD, PLS LS 5301

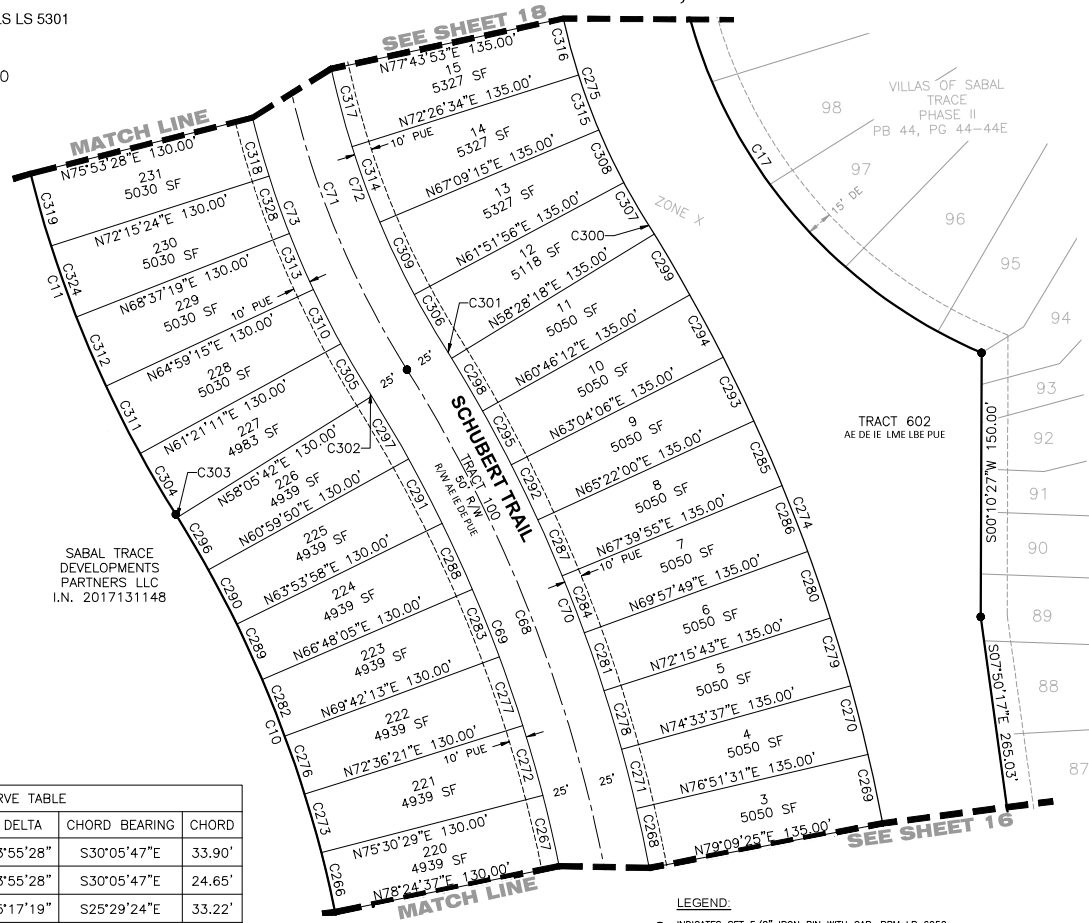


# CENTRAL PARC PHASE 1

A SUBDIVISION LYING IN SECTIONS 28, 29, 32 AND 33,  
 TOWNSHIP 39 SOUTH, RANGE 21 EAST,  
 CITY OF NORTH PORT  
 SARASOTA COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

SHEET 17 OF 19



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C306	33.90'	495.00'	3°55'28"	S30°05'47"E	33.90'
C307	24.66'	360.00'	3°55'28"	S30°05'47"E	24.65'
C308	33.23'	360.00'	5°17'19"	S25°29'24"E	33.22'
C309	45.69'	495.00'	5°17'19"	S25°29'24"E	45.67'
C310	34.57'	545.00'	3°38'04"	S26°49'47"E	34.57'
C311	42.82'	675.00'	3°38'04"	S26°49'47"E	42.81'
C312	42.82'	675.00'	3°38'04"	S23°11'43"E	42.81'
C313	34.57'	545.00'	3°38'04"	S23°11'43"E	34.57'
C314	45.69'	495.00'	5°17'19"	S20°12'05"E	45.67'
C315	33.23'	360.00'	5°17'19"	S20°12'05"E	33.22'
C316	33.23'	360.00'	5°17'19"	S14°54'46"E	33.22'
C317	45.69'	495.00'	5°17'19"	S14°54'46"E	45.67'
C318	34.57'	545.00'	3°38'04"	S15°55'34"E	34.57'
C319	42.82'	675.00'	3°38'04"	S15°55'34"E	42.81'
C324	42.82'	675.00'	3°38'04"	S19°33'38"E	42.81'
C328	34.57'	545.00'	3°38'04"	S19°33'38"E	34.57'

- ABBREVIATIONS**
- AE = PRIVATE ACCESS EASEMENT
  - DE = PRIVATE DRAINAGE EASEMENT
  - FCM = FOUND CONCRETE MONUMENT, AS NOTED
  - FIP = FOUND IRON PIN, AS NOTED
  - FIPC = FOUND CAPPED IRON PIN, AS NOTED
  - FPKD = FOUND PK NAIL AND DISC, AS NOTED
  - IE = IRRIGATION EASEMENT
  - I.N. = INSTRUMENT NUMBER
  - LBE = LANDSCAPE BUFFER EASEMENT
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  - PB = PLAT BOOK
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  - POB = POINT OF BEGINNING
  - POC = POINT OF COMMENCEMENT
  - PUE = PUBLIC UTILITY EASEMENT
  - R/W = RIGHT OF WAY

- LEGEND:**
- INDICATES SET 5/8" IRON PIN WITH CAP, PRM LB 6952
  - INDICATES FOUND 5/8" IRON PIN WITH CAP, PRM LB 6952
  - ⊙ INDICATES PARKER KALON NAIL WITH DISC, PCP LB 6952
  - ⊕ INDICATES CHANGE IN DIRECTION
- GENERAL NOTES:**
- ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
  - ALL LINES ARE RADIAL TO CIRCULAR CURVE UNLESS NOTED AS NON-RADIAL. RADIAL REFERENCES TO INDIVIDUAL LOT OR TRACT LINES REFER TO THE FRONT RIGHT-OF-WAY LINE AND DO NOT REFERENCE THE RADIAL RELATIONSHIP OF THE REAR OR SIDE LOT/TRACT LINES.
  - BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NORTH AMERICAN DATUM (NAD83, 2011 ADJUSTMENT) WHERE THE WEST LINE OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, PLAT BOOK 19, PAGE 32 THROUGH 326 MEASURED BEARS S.13°28'34"W. (PLAT S.13°38'52"E.) A CLOCKWISE BEARING ROTATION OF 00°10'16" HAS BEEN ADDED (PLAT TO MEASURED). BEARINGS FOR ANY ENCUMBRANCES HAVE BEEN ROTATED TO MATCH THE ROTATED LEGAL DESCRIPTION BEARINGS.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C10	304.76'	685.00'	25°29'27"	N19°18'48"W	302.25'
C11	276.45'	675.00'	23°27'56"	N20°19'33"W	274.52'
C17	299.44'	290.00'	59°09'39"	S37°15'16"E	286.31'
C68	373.72'	840.00'	25°29'27"	N19°18'48"W	370.64'
C69	362.59'	815.00'	25°29'27"	N19°18'48"W	359.61'
C70	384.84'	865.00'	25°29'27"	N19°18'48"W	381.67'
C71	221.26'	520.00'	24°22'46"	S19°52'08"E	219.60'
C72	210.62'	495.00'	24°22'46"	S19°52'08"E	209.04'
C73	231.90'	545.00'	24°22'46"	S19°52'08"E	230.15'
C266	34.70'	685.00'	2°54'08"	N13°02'27"W	34.69'
C267	41.28'	815.00'	2°54'08"	N13°02'27"W	41.28'
C268	34.68'	865.00'	2°17'49"	N11°59'29"W	34.68'
C269	40.11'	1000.00'	2°17'54"	N11°59'32"W	40.11'
C270	40.11'	1000.00'	2°17'54"	N14°17'26"W	40.11'
C271	34.70'	864.91'	2°17'55"	N14°17'26"W	34.70'
C272	41.28'	815.00'	2°54'08"	N15°56'35"W	41.28'
C273	34.70'	685.00'	2°54'08"	N15°56'35"W	34.69'
C274	444.90'	1000.00'	25°29'27"	N19°18'48"W	441.24'
C275	153.18'	360.00'	24°22'46"	S19°52'08"E	152.03'
C276	34.70'	685.00'	2°54'08"	N18°50'43"W	34.69'
C277	41.28'	815.00'	2°54'08"	N18°50'43"W	41.28'
C278	34.70'	865.00'	2°17'54"	N16°35'20"W	34.70'
C279	40.11'	1000.00'	2°17'54"	N16°35'20"W	40.11'
C280	40.11'	1000.00'	2°17'54"	N18°53'14"W	40.11'
C281	34.70'	865.00'	2°17'54"	N18°53'14"W	34.70'
C282	34.70'	685.00'	2°54'08"	N21°44'51"W	34.69'
C283	41.28'	815.00'	2°54'08"	N21°44'51"W	41.28'
C284	34.70'	865.00'	2°17'54"	N21°11'08"W	34.70'
C285	40.11'	1000.00'	2°17'54"	N23°29'03"W	40.11'
C286	40.11'	1000.00'	2°17'54"	N21°11'08"W	40.11'
C287	34.70'	865.00'	2°17'54"	N23°29'03"W	34.70'
C288	41.28'	815.00'	2°54'08"	N24°38'58"W	41.28'
C289	34.70'	685.00'	2°54'08"	N24°38'58"W	34.69'
C290	34.70'	685.00'	2°54'08"	N27°33'06"W	34.69'
C291	41.28'	815.00'	2°54'08"	N27°33'06"W	41.28'
C292	34.70'	865.00'	2°17'54"	N25°46'57"W	34.70'
C293	40.11'	1000.00'	2°17'54"	N25°46'57"W	40.11'
C294	40.11'	1000.00'	2°17'54"	N28°04'51"W	40.11'
C295	34.70'	865.00'	2°17'54"	N28°04'51"W	34.70'
C296	34.70'	685.00'	2°54'08"	N30°27'14"W	34.69'
C297	41.28'	815.00'	2°54'08"	N30°27'14"W	41.28'
C298	34.70'	865.00'	2°17'54"	N30°22'45"W	34.70'
C299	40.11'	1000.00'	2°17'54"	N30°22'45"W	40.11'
C300	9.26'	1000.00'	0°31'49"	N31°47'37"W	9.26'
C301	8.01'	865.00'	0°31'49"	N31°47'37"W	8.01'
C302	2.18'	815.00'	0°09'13"	N31°58'55"W	2.18'
C303	1.84'	685.00'	0°09'13"	N31°58'55"W	1.84'
C304	40.19'	675.00'	3°24'42"	S30°21'10"E	40.19'
C305	32.45'	545.00'	3°24'42"	S30°21'10"E	32.45'





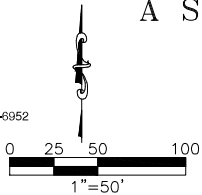
12800 UNIVERSITY DRIVE, SUITE 175  
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FLORIDA CERTIFICATE OF AUTHORIZATION # LB-6952  
PREPARED BY  
MICHAEL A. WARD, PLS LS 5301

# CENTRAL PARC PHASE 1

A SUBDIVISION LYING IN SECTIONS 28, 29, 32 AND 33,  
TOWNSHIP 39 SOUTH, RANGE 21 EAST,  
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SARASOTA COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

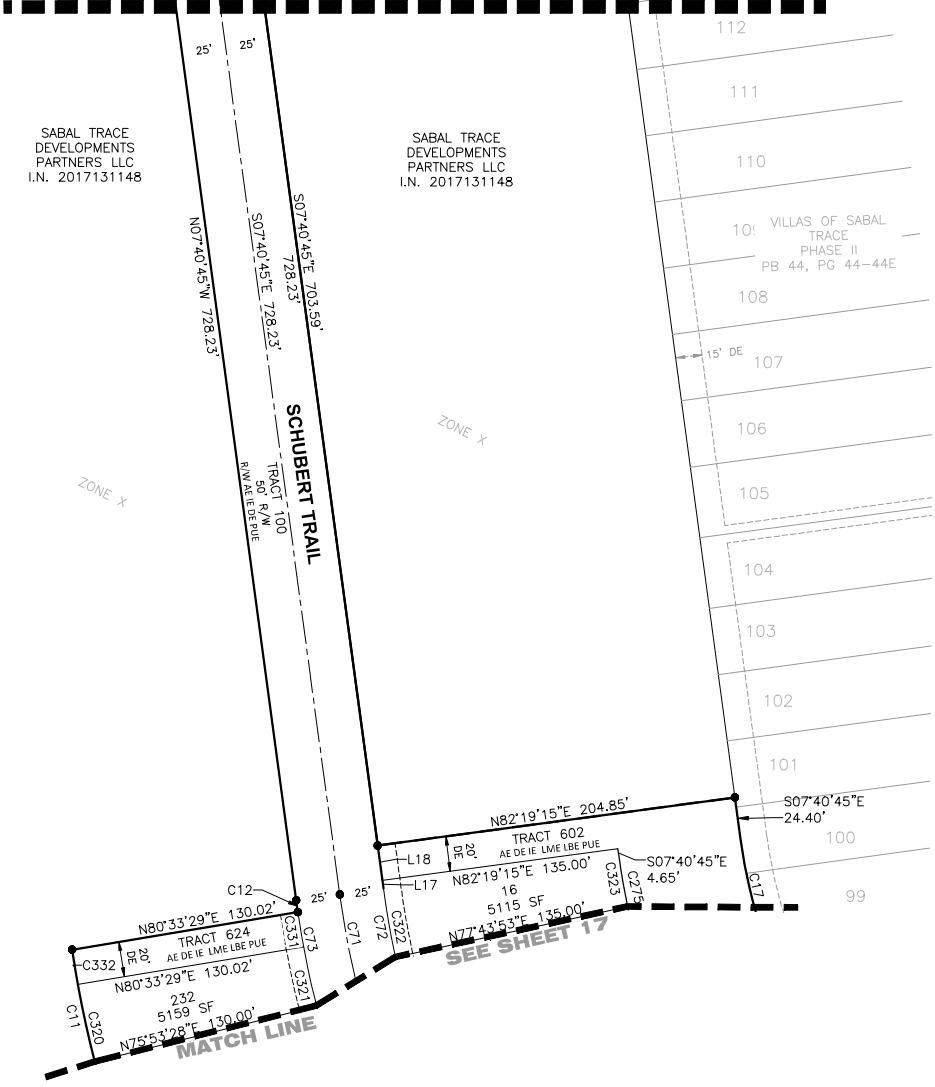
SHEET 18 OF 19



MATCH LINE SEE SHEET 19

SABAL TRACE DEVELOPMENTS PARTNERS LLC  
I.N. 2017131148

SABAL TRACE DEVELOPMENTS PARTNERS LLC  
I.N. 2017131148



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C11	276.45'	675.00'	23°27'56"	N20°19'33"W	274.52'
C12	6.77'	545.00'	0°42'41"	N08°02'06"W	6.77'
C17	299.44'	290.00'	59°09'39"	S37°15'16"E	286.31'
C71	221.26'	520.00'	24°22'46"	S19°52'08"E	219.60'
C72	210.62'	495.00'	24°22'46"	S19°52'08"E	209.04'
C73	231.90'	545.00'	24°22'46"	S19°52'08"E	230.15'
C275	153.18'	360.00'	24°22'46"	S19°52'08"E	152.03'
C320	44.98'	675.00'	3°49'05"	S12°12'00"E	44.97'
C321	34.39'	545.00'	3°36'56"	S12°18'04"E	34.39'
C322	39.65'	495.00'	4°35'22"	S09°58'26"E	39.64'
C323	28.84'	360.00'	4°35'22"	S09°58'26"E	28.83'
C331	20.00'	545.00'	2°06'10"	S09°26'31"E	20.00'
C332	20.00'	675.00'	1°41'52"	S09°26'31"E	20.00'

LINE TABLE		
LINE	BEARING	LENGTH
L17	S07°40'45"E	4.65'
L18	S07°40'45"E	20.00'

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  - FIPC = FOUND CAPPED IRON PIN, AS NOTED
  - FPK = FOUND PK NAIL AND DISC, AS NOTED
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  - POC = POINT OF COMMENCEMENT
  - PUE = PUBLIC UTILITY EASEMENT
  - R/W = RIGHT OF WAY

LEGEND:

- INDICATES SET 5/8" IRON PIN WITH CAP, PRM LB 6952
- INDICATES FOUND 5/8" IRON PIN WITH CAP, PRM LB 6952
- ⊙ INDICATES PARKER KALON NAIL WITH DISC, PCP LB 6952
- ⊚ INDICATES CHANGE IN DIRECTION

GENERAL NOTES:

1. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
2. ALL LINES ARE RADIAL TO CIRCULAR CURVE UNLESS NOTED AS NON-RADIAL. RADIAL REFERENCES TO INDIVIDUAL LOT OR TRACT LINES REFER TO THE FRONT RIGHT-OF-WAY LINE AND DO NOT REFERENCE THE RADIAL RELATIONSHIP OF THE REAR OR SIDE LOT/TRACT LINES.
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**RWA ENGINEERING**  
 12800 UNIVERSITY DRIVE, SUITE 175  
 FORT MYERS, FLORIDA 33907  
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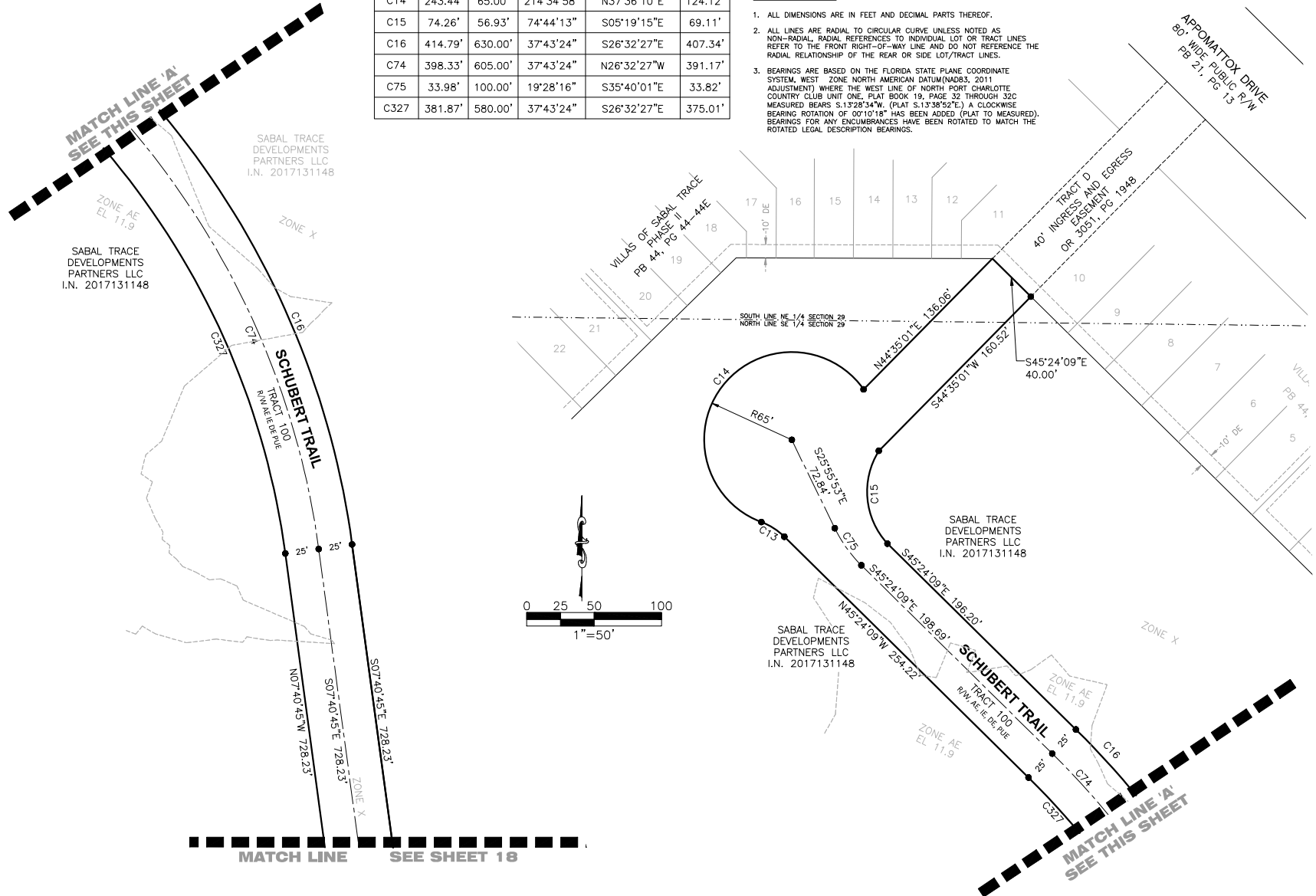
PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
 SHEET 19 OF 19

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  - FIP = FOUND IRON PIN, AS NOTED
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  - FPWD = FOUND PK WALL AND DISC, AS NOTED
  - IE = IRRIGATION EASEMENT
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  - POC = POINT OF COMMENCEMENT
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C13	20.35'	48.00'	24°17'09"	N57°32'44"W	20.19'
C14	243.44'	65.00'	214°34'58"	N37°36'10"E	124.12'
C15	74.26'	56.93'	74°44'13"	S05°19'15"E	69.11'
C16	414.79'	630.00'	37°43'24"	S26°32'27"E	407.34'
C74	398.33'	605.00'	37°43'24"	N26°32'27"W	391.17'
C75	33.98'	100.00'	19°28'16"	S35°40'01"E	33.82'
C327	381.87'	580.00'	37°43'24"	S26°32'27"E	375.01'

- LEGEND:**
- INDICATES SET 5/8" IRON PIN WITH CAP, FRM LB 6952
  - INDICATES FOUND 5/8" IRON PIN WITH CAP, FRM LB 6952
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Prepared by and return to:



50 Central Avenue, Eighth Floor  
Sarasota, Florida 34236  
(941) 366-4800  
Attention: Christa L. Folkers

**COMMUNITY DECLARATION  
FOR  
CENTRAL PARC AT NORTH PORT**

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**Exhibits:**

Exhibit 1 – Legal Description

Exhibit 2 – Articles of Incorporation

Exhibit 3 – Bylaws

Exhibit 4 – Permit

Exhibit 5 – Recreational Areas

**COMMUNITY DECLARATION  
FOR  
CENTRAL PARC AT NORTH PORT**

THIS COMMUNITY DECLARATION FOR CENTRAL PARC AT NORTH PORT (this "**Declaration**") is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by SABAL TRACE DEVELOPMENT PARTNERS, LLC, a Florida limited liability company (the "**Declarant**"), joined by CENTRAL PARC AT NORTH PORT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

R E C I T A L S

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

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

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and form a part of this Declaration.

2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**AAA**" shall have the meaning set forth in Section 26.2 hereof.

"**ACC**" shall mean the Architectural Control Committee for CENTRAL PARC AT NORTH PORT established pursuant to Section 19.1 hereof.

"**Amenity Area**" shall have the meaning set forth in Section 9.1 hereof.

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

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

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

**“Association”** shall mean CENTRAL PARC AT NORTH PORT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

**“Board”** shall mean the Board of Directors of the Association.

**“Bonds”** shall have the meaning set forth in Section 16.2 hereof.

**“Builder”** means any person or entity other than the Declarant who (i) holds title to a Lot prior to, during and until completion of construction of a Home thereon (as evidenced by issuance of a certificate of occupancy) and the sale of such Home to a third party, (ii) is duly licensed, either itself or through an affiliated entity, to perform construction services, and (iii) is approved by the Declarant in writing as a Builder. The term “Builders” shall collectively refer to all persons or entities meeting the definition of “Builder” as provided herein. D.R. Horton, Inc., a Delaware corporation (**“D.R. Horton”**) is hereby approved by the Declarant as a “Builder.”

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

**“CENTRAL PARC AT NORTH PORT”** shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

**“City”** shall mean the City of North Port, Sarasota County, Florida.

**“Common Areas”** shall mean all real property interests and personalty within CENTRAL PARC AT NORTH PORT designated as Common Areas from time to time by the Declarant, by a plat, or by a recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners and Builders within CENTRAL PARC AT NORTH PORT. The Common Areas may include, without limitation, the Recreational Facilities (as defined herein), the Mail Delivery Center(s) (as defined herein), entrance features, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, easement areas owned by others, rights of way, irrigation facilities within Common Areas, sidewalks, street lights, and commonly used utility facilities. Declarant hereby designates Tract 400 of Phase 1 as part of the Common Areas. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF “COMMON AREAS” AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS

SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. FURTHER, AND WITHOUT LIMITING THE FOREGOING, CERTAIN AREAS THAT WOULD OTHERWISE BE TYPICALLY CONSIDERED "COMMON AREA" OF A DEVELOPMENT OF THIS NATURE HAVE INSTEAD BEEN DESIGNATED AS PART OF THE CDD FACILITIES.

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

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

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

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

**"Declarant"** shall mean SABAL TRACE DEVELOPMENT PARTNERS, LLC, a Florida limited liability company, or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as the Declarant in a written instrument which the immediately preceding Declarant executes. The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. The Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, of the Declarant's rights and/or obligations, the assignee shall not be deemed the Declarant hereunder, but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant assigned to such assignee. Additionally, any partial assignee that does not assume all of the obligations of the Declarant shall not be deemed the Declarant.

**"Declaration"** shall mean this COMMUNITY DECLARATION FOR CENTRAL PARC AT NORTH PORT, together with all amendments, supplements, and modifications thereof.

**"DEP"** shall have the meaning set forth in Section 12.46 hereof.

**"Disputes"** shall have the meaning set forth in Section 26.1 hereof.

**"District"** or **"CDD"** shall mean the CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes.

**“District Debt Service Assessments”** shall have the meaning set forth in Section 16.2 hereof.

**“District Maintenance Special Assessments”** shall have the meaning set forth in Section 16.2 hereof.

**“District Revenue Bonds”** shall have the meaning set forth in Section 16.2 hereof.

**“Drainage Improvements”** shall have the meaning set forth in Section 16.12 hereof.

**“DRC”** shall have the meaning set forth in Section 12.46 hereof.

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

**“Exclusive Common Area”** shall mean and refer to a portion of the Common Area primarily benefiting one or more, but less than all, Neighborhoods, as more particularly described in Section 9.14.

**“Facilities”** shall have the meaning set forth in Section 16.1 hereof. Certain components that are typically considered “Common Area” of a development of this nature have instead been designated herein as part of the Facilities. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE FACILITIES ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE FACILITIES BE CONSIDERED AS COMMON AREA.

**“Governing Documents”** shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Community Standards, and any applicable Supplemental Declaration all as amended from time to time.

**“Home”** shall mean a residential dwelling and appurtenances thereto constructed on a Lot within CENTRAL PARC AT NORTH PORT. The term Home may not reflect the same division of property as reflected on the Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or



remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

**"Immediate Family Members"** shall mean regardless of actual or perceived sexual orientation, gender identity or legal marital status, the individuals living as a family unit in the Home, including, without limitation, the Owner's child, spouse or domestic partner, parent, grandparent, or any other person living in the Home who qualifies as a "Family Member" as defined under FHA Single Family Housing Policy Handbook 4000.1. No person shall qualify as an Immediate Family Member unless such person is living with the Owner within the Home. All references to "family members" of Owners used in this Declaration shall mean "Immediate Family Members."

**"Indemnified Parties"** shall have the meaning set forth in Section 9.8.5 hereof.

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

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

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

**"Lease Agreements"** shall have the meaning set forth in Section 12.22 hereof.

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

**"Lessee"** shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any Home within CENTRAL PARC AT NORTH PORT.

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

**"Mail Delivery Centers"** shall have the meaning set forth in Section 9.15 hereof.

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

**“Neighborhood”** shall mean and refer to a group of Lots and/or Homes designated as a separate Neighborhood for purposes of sharing Exclusive Common Areas and/or receiving other benefits or services from the Association that are not provided to all Lots and/or Homes within CENTRAL PARC AT NORTH PORT, or for the purpose of implementing restrictions on only a certain number of Lots and/or Homes that are not imposed upon all Lots and/or Homes within CENTRAL PARC AT NORTH PORT. A Neighborhood may be comprised of more than one housing type and may include noncontiguous Homes.

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

**“Neighborhood Association”** shall mean any homeowners’ association, as defined by Chapter 720, Florida Statutes, having authority to administer additional covenants applicable to a particular Neighborhood. Nothing in this Declaration requires the creation of a Neighborhood Association, and Neighborhoods may exist hereunder without a Neighborhood Association. The jurisdiction of any Neighborhood Association shall be subordinate to that of the Association. So long as the Declarant owns any portion of CENTRAL PARC AT NORTH PORT, no Neighborhood Association may be formed without the express written consent of the Declarant.

**“Neighborhood Declaration”** shall mean and refer to the declaration of covenants, conditions and restrictions applicable to a particular Neighborhood, which may include use restrictions and/or specific maintenance obligations applicable to such Neighborhood(s). In the event of a conflict between this Declaration and any applicable Neighborhood Declaration, the terms of this Declaration shall control except to the extent that such Neighborhood Declaration provides specific use restrictions and/or maintenance requirements for the Neighborhood. The lien rights provided in any Neighborhood Declaration shall be subordinate to the lien rights provided in this Declaration.

**“Neighborhood Expenses”** shall mean and refer to the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Homes within a particular Neighborhood or Neighborhoods, or Builders owning one or more Lots within a particular Neighborhood, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood(s).

**“Operating Expenses”** shall mean all actual and estimated costs and expenses of operating the Association as provided herein. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas, including, without limitation, the Recreational Facilities and the Mail Delivery Center(s); all amounts payable by the Association under the terms of this Declaration; all costs of community lighting including up-lighting and entrance lighting (except for the costs of street or other lighting applicable to the CDD, if applicable); all costs for irrigation of Common Areas and for irrigation facilities within Common Areas; amounts payable to a

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Telecommunications Provider for Telecommunications Services furnished to Owners; costs of utilities; taxes; insurance; bonds; salaries; management fees; professional fees; pest control costs; service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves. If any of the foregoing items identified as possible Operating Expenses are included as District Maintenance Special Assessments, the same shall not be included in Operating Expenses.

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

**"Owner Party"** shall have the meaning set forth in Section 12.46 hereof.

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

**"Party Wall"** shall mean any wall built as part of the original construction of two or more single family attached Homes that is placed on the dividing line or platted lot line between Villa Lots (as defined below).

**"Perimeter Walls/Fences"** shall have the meaning set forth in Section 16.8 hereof.

**"Permit"** shall mean Permit No. 43012081.011 issued by SWFWMD, a copy of which is attached hereto as **Exhibit 4**, as amended or modified from time to time.

**"Phase 1"** shall mean the real property described in **Exhibit 1**.

**"Plat"** shall mean any plat of any portion of CENTRAL PARC AT NORTH PORT filed in the Public Records, from time to time. This definition shall be automatically amended to include any replat or the plat of any additional phase of CENTRAL PARC AT NORTH PORT, as such phase is added to this Declaration.

**"Public Infrastructure"** shall have the meaning set forth in Section 16.2 hereof.

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

**"Recreational Areas"** shall mean the real property described in **Exhibit 5**.

**“Recreational Facilities”** shall have the meaning set forth in Section 9.1 hereof.

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

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

**“Retention/Detention Area Slopes”** shall have the meaning set forth in Section 11.12 hereof.

**“Retention/Detention Area Slopes Maintenance Standards”** shall have the meaning set forth in Section 11.12 hereof.

**“Rules and Regulations”** shall mean the Rules and Regulations governing CENTRAL PARC AT NORTH PORT as adopted from time to time. Amendments to the Rules and Regulations may be adopted separately by the Declarant or the Board, as applicable, pursuant to the requirements for adopting amendments to the Declaration as provided in Section 4 below, and such amendment to the Rules and Regulations shall be recorded in the Public Records to the extent required by Section 720.306(1)(e), Florida Statutes (2023). Nothing herein shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of CENTRAL PARC AT NORTH PORT from containing additional restrictions or provisions that are more restrictive than the Rules and Regulations. To the extent authorized by the CDD, the Association shall have the right to adopt and enforce Rules and Regulations applicable to the Facilities and shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations whether they apply to the Common Areas or to the Facilities.

**“SFD Lot”** shall mean any Lot that has, or is intended to have, a single family detached Home constructed thereon.

**“SFD Neighborhood”** shall have the meaning set forth in Section 3.4.2 hereof.

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

**“Stucco/Cementitious Finish”** shall have the meaning set forth in Section 11.5 hereof.

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

**“Surface Water Management System”** or **“SWMS”** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, swales, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage easements and those works defined in Section 373.403, Florida Statutes (2023). The SWMS includes those works authorized by SWFWMD pursuant to the Permit. The SWMS will be part of the Facilities and will be maintained by the CDD.

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

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

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

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

**“Turnover”** shall have the meaning set forth in Section 7.3.2 hereof.

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

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

**“Vacant Lot”** shall have the meaning set forth in Section 17.4.1 hereof.

**“Vegetated Perimeter Berms”** shall have the meaning set forth in Section 16.8 hereof.

**“Villa Lot”** shall mean any Lot that has, or is intended to have, a single family attached Home constructed thereon.

**“Villa Neighborhood”** shall have the meaning set forth in Section 3.4.1 hereof.

**“Voting Interest”** shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within CENTRAL PARC AT NORTH PORT, which shall include the voting interests of the Declarant and Builders.

3. **Plan of Development.**

3.1 Plan. The planning process for CENTRAL PARC AT NORTH PORT is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents, the Declarant may and has the right to develop CENTRAL PARC AT NORTH PORT and adjacent property owned by the Declarant into residences, comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of CENTRAL PARC AT NORTH PORT as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for CENTRAL PARC AT NORTH PORT which may be supplemented by additional covenants, restrictions and easements applicable to particular Neighborhoods within any portion of CENTRAL PARC AT NORTH PORT. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration, any Neighborhood Declaration, or other recorded covenants applicable to any portion of CENTRAL PARC AT NORTH PORT from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. Except as otherwise expressly provided herein, all provisions of the Governing Documents shall apply to all Owners, Builders and to all occupants of Homes, as well as their respective Lessees, guests and invitees. Any Lease Agreement (as defined below) for a Home within CENTRAL PARC AT NORTH PORT shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration. If there is any conflict between the Declaration, the Articles, the Bylaws and the provisions of Florida law as it exists as of the date of recording this Declaration, then the provisions of Florida law as it exists as of the date of recording this Declaration, the provisions of the Declaration, the Articles and the Bylaws, in that order, shall prevail.

3.3 Site Plans and Plats. Site plans, construction plans or the Plat may identify some of the Facilities or Common Areas within CENTRAL PARC AT NORTH PORT. The description of the Facilities or Common Areas on the Plat, construction plans or site plans is subject to change and the notes on a Plat or any such plans are not a guarantee of what improvements will be constructed as Facilities or Common Areas. Site plans and renderings used by the Declarant or Builders in their marketing efforts may illustrate the types of improvements that may be constructed as Facilities or Common Areas, but such site plans or other depictions are not a guarantee of what improvements will actually be constructed as Facilities or Common Areas. Each Owner should not rely on the Plat or any site plans or other renderings used for illustration purposes, as this Declaration governs the rights and obligations of the Declarant, Builders and Owners with respect to the Common Areas or Facilities. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity, to replat all or any part of CENTRAL PARC AT NORTH PORT owned by the Declarant or reconfigure any Lot or other

land owned by the Declarant, for purposes including, without limitation, extending or relocating any right-of-way shown on the Plat or converting any Lot or portion thereof to use as a right-of-way, provided the Declarant owns the lands affected by or subject to such change.

3.4 Neighborhood Designation. Certain Homes within CENTRAL PARC AT NORTH PORT may be located within a Neighborhood. This Declaration or a Supplemental Declaration may designate Homes, Lots, or Parcels to a Neighborhood (by name, tract, or other identifying designation), which Neighborhood may be then existing or newly created. So long as it has the right to subject additional property to this Declaration pursuant to Section 5.1, the Declarant may amend this Declaration or any Supplemental Declaration to re-designate Neighborhood boundaries. The following Neighborhoods are initially hereby designated:

3.4.1 All Villa Lots are hereby designated as the “**Villa Neighborhood**.”

3.4.2 All SFD Lots are hereby designated as the “**SFD Neighborhood**.”

3.5 Access. One or more access points to or within CENTRAL PARC AT NORTH PORT may include entry features that resemble gated entry. Such features are not intended to control or restrict access to CENTRAL PARC AT NORTH PORT. All roadways within the boundaries of CENTRAL PARC AT NORTH PORT shall be public roadways owned and controlled by the CDD. ACCESS TO CENTRAL PARC AT NORTH PORT IS NOT CONTROLLED. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THE DECLARANT, BUILDERS, THE DISTRICT, THE ASSOCIATION, AND THE MASTER ASSOCIATION HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THE DECLARANT, BUILDERS, THE DISTRICT, THE ASSOCIATION, THE MASTER ASSOCIATION AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE DECLARANT, BUILDERS, THE DISTRICT, THE ASSOCIATION, AND THE MASTER ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

3.6 Rentals. From time to time, the Declarant and/or Builders may market and/or sell Homes in CENTRAL PARC AT NORTH PORT to investors or to buyers who may not occupy their Homes as their primary residence. In addition, the Declarant may own Homes within CENTRAL PARC AT NORTH PORT and may lease such Homes to occupants. Consequently, Homes in CENTRAL PARC AT NORTH PORT may be leased to or occupied by persons other than the record title owner of such Home. Notwithstanding anything contained herein to the contrary, there are no restrictions in this Declaration that (i) limit the total number of Homes in CENTRAL PARC AT NORTH PORT that can be leased; (ii) require the record title owner of a Home to reside in the Home as a primary or secondary residence; or (iii) require the record title

owner of a Home to occupy the Home for a specified period of time before such record title owner can rent it to a third party.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to the Governing Documents shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 25.2 which benefits SWFWMD. Notwithstanding any provision in this Declaration to the contrary; (a) no amendment to this Declaration shall materially or adversely alter any rights granted to a Builder by or pursuant to this Declaration, or materially or adversely affect any Lot owned by a Builder, unless such Builder has consented to such amendment in writing; and (b) no amendment to the Governing Documents shall affect the restrictions set forth in the DRC unless such amendment receives prior written consent of DEP. No amendment to this Declaration shall be effective until it is recorded in the Public Records. No amendment can impose obligations on the District without the approval of the District's Board of Supervisors.

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

4.3 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend this Declaration and/or the Rules and Regulations as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of CENTRAL PARC AT NORTH PORT; (ii) additions or deletions from CENTRAL PARC AT NORTH PORT and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the use restrictions for Homes. The Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, the Declarant may create easements over, under and across Lots conveyed to Owners and Builders provided that such easements do not prohibit the use of Homes on such Lots as residential dwellings. In the event the Association shall desire to amend

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this Declaration and/or the Rules and Regulations prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for adopting amendments after the Turnover as provided in Section 4.4 below. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner and Builder shall be deemed to have granted to the Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

4.4 Amendments after the Turnover. After the Turnover and until the First Election Date (as defined in the Bylaws), but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of a majority of the Board. After the First Election Date, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of: (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. After the Turnover, the Rules and Regulations may be amended with the approval of a majority of the Board and such amendment to the Rules and Regulations shall be recorded by the Board in the Public Records to the extent required by Section 720.306(1)(e), Florida Statutes (2023).

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

## 5. Annexation and Withdrawal.

5.1 Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of CENTRAL PARC AT NORTH PORT by the Declarant. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners, Builders or any Lenders).

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Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of CENTRAL PARC AT NORTH PORT. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by the Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Community Completion Date, only the Declarant may add additional lands to CENTRAL PARC AT NORTH PORT.

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

5.3 Withdrawal. Prior to the Community Completion Date, any portions of CENTRAL PARC AT NORTH PORT (or any additions thereto) may be withdrawn by the Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of the Declarant to withdraw portions of CENTRAL PARC AT NORTH PORT shall not apply to any Lot that has been conveyed to an Owner or Builder unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner or Builder is obtained. The withdrawal of any portion of CENTRAL PARC AT NORTH PORT shall not require the consent or joinder of any other party (including, without limitation, the Association, Owners, or any Lenders). The Association shall have no right to withdraw land from CENTRAL PARC AT NORTH PORT. Notwithstanding the foregoing, any withdrawal of land from CENTRAL PARC AT NORTH PORT will in no way affect the restrictions set forth in the DRC or the property subject to the DRC.

5.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section 5 shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

6. Dissolution.

6.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days thereafter, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be

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necessary for the continued management of the affairs of the dissolved Association. In the event the Association is dissolved, other than incident to a merger or consolidation, and to the extent they are not owned and operated by the District, the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code (2023), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by SWFWMD prior to such termination, dissolution, or liquidation.

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

6.3 Merger or Consolidation of Neighborhood Association. In the event of a merger or consolidation of a Neighborhood Association into the Association, the Neighborhood Declaration of such merged or consolidated Neighborhood Association shall continue to encumber the Neighborhood, and the Association shall have the right to enforce such Neighborhood Declaration.

7. Binding Effect and Membership.

7.1 Term. Subject to the Declarant's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by an officer of the Association on behalf of eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration has been recorded in the Public Records. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

7.2 Transfer. The transfer of the fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating an Owner's or Builder's title to that Home or Lot, shall terminate the rights to use and enjoy the Common Areas and shall terminate such Owner's or Builder's membership in the Association with respect to such Home or Lot. An Owner's or

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

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

7.3.1 Class A Members. Class A Members shall initially be all Owners and shall not include Builders until the Turnover. From and after the Turnover, Class A Members shall include all Builders. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

7.3.2.1 When ninety percent (90%) of the total Lots ultimately planned for CENTRAL PARC AT NORTH PORT are conveyed to Class A Members;

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

7.3.2.3 As otherwise required by Section 720.307, Florida Statutes (2023).

Notwithstanding the foregoing or anything to the contrary in the Governing Documents, in the event Declarant provides written notice to the Association in accordance with Section 7.3.2.2 to cause Turnover to occur prior to the date required by Section 720.307, Florida Statutes (2023), the Builders will have a right to appoint a majority of the members of the Board of the Association from the Turnover Date until the date required for turnover by Section 720.307, Florida Statutes (2023).

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with the Association. All provisions of this Declaration and other Governing Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting Interests in the Association are governed by this Declaration, the Articles and Bylaws.

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

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

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, the Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of CENTRAL PARC AT NORTH PORT for various public purposes or for the provision of telecommunications systems, or to make any portions of CENTRAL PARC AT NORTH PORT part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of CENTRAL PARC AT NORTH PORT. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS OR FACILITIES, AS APPLICABLE. THE DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION AND DESIGN OF ANY AND ALL COMMON



AREAS OR FACILITIES, AS APPLICABLE, AT ANY TIME, WITHOUT NOTICE AND AT ITS SOLE DISCRETION.

9. Common Areas and Facilities.

9.1 General. The Common Areas shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. Certain of the Common Area improvements are intended for recreational activities, including Tract 400 of Phase 1 (the "Amenity Area") (collectively, the "Recreational Facilities"). The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant, including, without limitation, the Recreational Facilities. The Declarant shall have the right to use and access Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to the Association. Prior to the Community Completion Date, the Declarant reserves the absolute right to add to, delete from, or modify any of the Common Areas referred to herein at its sole discretion without notice. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements, including, the Recreational Facilities. It is anticipated by the Declarant that some of the commonly shared improvements within CENTRAL PARC AT NORTH PORT will be owned by the District. As such, Common Areas are limited to those commonly shared improvements that are not Facilities owned by the District.

9.2 Construction of Common Areas and Facilities Improvements. Since some of the commonly shared improvements within CENTRAL PARC AT NORTH PORT will be owned by the District, the Declarant anticipates it will construct only certain improvements as part of the Common Areas and/or Facilities as the Declarant determines in its sole discretion. The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant. Prior to the Community Completion Date, the Declarant reserves the absolute right to construct additional Common Area improvements within CENTRAL PARC AT NORTH PORT, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements. The Declarant is the sole judge of the Common Area improvements constructed by the Declarant, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes or changes or modifications to any of them.

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

9.4 Conveyance.

9.4.1 Generally. The Common Areas may be designated by the Plat, created by this Declaration or in the form of easements, or conveyed to the Association by Quitclaim Deed, or other instrument of conveyance, as determined by the Declarant in its sole and absolute discretion. The Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. The Association shall, and does hereby, indemnify and hold the Declarant harmless on account thereof. The Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Association shall accept any and all transfer of permits from the Declarant, Builders or any other permittee, of any permit required by a governmental agency in connection with the development of CENTRAL PARC AT NORTH PORT, as modified and/or amended. The Association shall cooperate with the Declarant, Builders or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to the Association. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner and Builder granting access to their respective Lots.

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

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

9.4.2.2 matters reflected on the Plat;

9.4.2.3 perpetual non-exclusive easements in favor of the Declarant, the District, Builders and their successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. These easements shall run in favor of the

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Declarant, Builders and their employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

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

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

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

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

9.6 Paved and Concrete Common Areas. The Common Areas may contain certain paved or concrete areas. Without limiting any other provision of this Declaration, and except to the extent such maintenance is conducted by the CDD, the Association is responsible for the

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maintenance, repair and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work.

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

9.8 Use.

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

9.8.2 Right to Allow Use. The Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners, Builders, Telecommunications Providers, the Association, and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written

consent of the Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

9.8.3 Obstruction of Common Areas/Facilities. No portion of the Common Areas or Facilities, as applicable, may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Association or the District.

9.8.4 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas or Facilities, as applicable, including, without limitation: (i) noise from maintenance equipment; (ii) past or future use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within CENTRAL PARC AT NORTH PORT; (v) design of any portion of CENTRAL PARC AT NORTH PORT; and (vi) THE PRESENCE OF NATURALLY OCCURRING ARSENIC-CONTAINING SOILS WITHIN CENTRAL PARC AT NORTH PORT. Each Owner expressly indemnifies and agrees to hold harmless the Declarant, the District, Builders, the Association and any Neighborhood Association and all employees, directors, supervisors, representatives, officers, managers, agents and partners of the Declarant, the District, Builders, the Association and any Neighborhood Association from any and all Losses as defined in Section 9.8.5 arising from or related to the person's use of the Common Areas and/or Facilities, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas and/or Facilities, including, without limitation, any retention/detention areas, or areas adjacent to any water body, do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE FACILITIES, COMMON AREAS, AND AREAS IN THE VICINITY OF THE COMMON AREAS AND FACILITIES MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. THE DECLARANT, THE DISTRICT, THE BUILDERS AND THE ASSOCIATION, AND ANY NEIGHBORHOOD ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.5 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Declarant, the District, the Builders, and the Association, and their officers, partners, managers, agents, employees, affiliates, directors, supervisors, and attorneys (collectively, "Indemnified Parties") against all actions or causes of action (whether in law or in equity), attorneys fees, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever, whether direct, indirect, or consequential,

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known or unknown, foreseen or unforeseen (collectively, “Losses”), incurred by or asserted against any of the Indemnified Parties from and after the date hereof, as a result of or in any way related to the Common Areas or the Facilities within CENTRAL PARC AT NORTH PORT, including, without limitation, use of the Common Areas by Owners, their Lessees, guests, family members, invitees, or agents. Should any Owner bring suit against the Declarant, the District, the Builders, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys’ fees and paraprofessional fees at trial and upon appeal.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, the Declarant, and thereafter the Board, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. The Rules and Regulations (as may be amended) shall be recorded in the Public Records to the extent required by Section 720.306(1)(e), Florida Statutes (2023). The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder, if any. To the extent authorized by the CDD, the Association shall have the right to adopt and enforce Rules and Regulations applicable to the Facilities and shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations whether they apply to the Common Areas or to the Facilities.

9.9.2 Declarant, District, and Builders Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Declarant, District, and/or Builders, or to any property owned by the Declarant, District, and/or Builders, and shall not be applied in a manner that would prohibit or restrict the development or operation of CENTRAL PARC AT NORTH PORT or adversely affect the interests of the Declarant and/or Builders. Without limiting the foregoing, the Declarant, Builders, and/or their agents, contractors and assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within CENTRAL PARC AT NORTH PORT, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties located outside of CENTRAL PARC AT NORTH PORT), general office and construction operations within CENTRAL PARC AT NORTH PORT; (iii) place, erect or construct portable, temporary or accessory buildings or structures within CENTRAL PARC AT NORTH PORT for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of CENTRAL PARC AT NORTH PORT; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or other portions of CENTRAL PARC AT NORTH PORT, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of CENTRAL PARC AT NORTH

PORT including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to CENTRAL PARC AT NORTH PORT by dredge or dragline, store fill within CENTRAL PARC AT NORTH PORT and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, CENTRAL PARC AT NORTH PORT and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of the Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising CENTRAL PARC AT NORTH PORT. Notwithstanding any other provision of this Declaration to the contrary, the exercise of any rights reserved in favor of Builders pursuant to this Section 9.9.2 shall be subject to the Declarant's prior written authorization provided in an written instrument executed by Declarant and, at Declarant's option, recorded in the Public Records.

9.10 Public Facilities. CENTRAL PARC AT NORTH PORT may include one or more public facilities that may be dedicated to the District, the City or the County. Except as otherwise maintained by the County or the City, if at all, all roadways within CENTRAL PARC AT NORTH PORT shall be accessible to the public and shall be maintained by the District and shall not be maintained by the Association. Also, a lift station dedicated to the City as part of the waste water treatment system shall be located within the boundaries of CENTRAL PARC AT NORTH PORT. THE ROADWAYS WITHIN, ADJACENT OR IN PROXIMITY TO CENTRAL PARC AT NORTH PORT ARE ACCESSIBLE TO THE PUBLIC. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THE DECLARANT, THE DISTRICT, THE BUILDERS, AND THE ASSOCIATION, HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

9.11 Default by Owners. No default by any Owner in the performance of the covenants and promises contained in this Declaration shall be construed or considered (i) a breach by the Declarant or the Association of any of their promises or covenants in this Declaration; (ii) an actual, implied or constructive dispossession of another Owner from the Common Areas or Facilities; or (iii) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.12 Special Taxing Districts. For as long as the Declarant controls the Association, the Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of CENTRAL PARC AT NORTH PORT to a special taxing district, or a public agency or authority under such terms as the Declarant deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, fences, entrance features, roads, sidewalks, paths, landscaping, irrigation areas, ponds, SWMS, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by the Declarant, including, without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, the Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation

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to pay taxes and special assessments associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of the City or the County and all other applicable governing entities having jurisdiction with respect to the same.

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

9.14 Exclusive Common Areas.

9.14.1 Purpose. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners, Builders and occupants within a particular Neighborhood or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, entry gates, any private roads in a gated neighborhood, recreational facilities, landscaped medians and cul-de-sacs, lakes and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be a Neighborhood Expense allocated among the Owners in the Neighborhood(s) to which the Exclusive Common Areas are designated.

9.14.2 Designation. Initially, any Exclusive Common Area shall be designated as such in this Declaration, or the deed conveying such area to the Association, in a Supplemental Declaration establishing a Neighborhood or on the subdivision Plat relating to such Common Area; provided, however, any such designation shall not preclude the Declarant from later designating use of the same Exclusive Common Area to additional Homes and/or Neighborhoods, so long as the Declarant has a right to subject additional property to this Declaration pursuant to Section 5.1. Thereafter, a portion of the Common Area may be designated as Exclusive Common Area and Exclusive Common Area may be re-designated upon approval of the Board and the vote of (i) more than fifty percent (50%) of the Voting Interests in the Association, and (ii) more than fifty percent (50%) of the Voting Interests within the Neighborhood(s) affected by the proposed designation or

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re-designation. As long as the Declarant owns any property subject to this Declaration, or which may become subject to this Declaration in accordance with Section 5.1, any such designation or re-designation shall also require the Declarant's prior written consent.

9.14.3 Use by Others. The Association may permit Owners of Homes in other Neighborhoods to use all or a portion of such Exclusive Common Area upon payment of reasonable Use Fee, which fees shall be used to offset the Neighborhood Expenses attributable to such Exclusive Common Area.

9.14.4 Maintenance. Maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed to the Neighborhood(s) to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

9.15 Mail Delivery Centers. Individual Lots shall not have mailboxes. Rather, mailboxes shall be grouped together for all or a portion of the Homes as required by the local postmaster (the "**Mail Delivery Centers**"). The Declarant or Builders may install one or more Mail Delivery Centers within CENTRAL PARC AT NORTH PORT and may consist of freestanding, pedestal-mounted mailboxes commonly referred to by the United States Postal Service as "Cluster Box Units" or a "Neighborhood Delivery Center" which is a freestanding and/or enclosed installation containing a large number of individually locked mailboxes. No mailboxes are permitted except the Mail Delivery Centers originally installed by the Declarant or the Builders, or Mail Delivery Centers substantially similar to the Mail Delivery Centers originally installed by the Declarant or Builders. Mail Delivery Centers, if any, shall be maintained by the Association in accordance with the Community Standards and the requirements of any controlling governmental authority. All costs associated with the maintenance, repair and replacement of the Mail Delivery Centers shall be part of the Operating Expenses, except for the costs of keys and locks or replacement keys which shall be borne solely by the individual Owners. To the extent any Mail Delivery Centers are located on a Lot, the Declarant hereby grants the Association an easement of ingress and egress across such Lot for the purpose of regulating and maintaining such Mail Delivery Centers and the Declarant hereby grants the Owners an easement for access across such Lot for the purpose of accessing and utilizing such Mail Delivery Centers.

9.16 Recreational Facilities.

9.16.1 General Restrictions. Each Owner, its Immediate Family Members, guests, invitees, Lessees, and other persons entitled to use the Recreational Facilities shall comply with following general restrictions:

9.16.1.1 Minors. Minors are permitted to use the Recreational Facilities; provided, however, parents are responsible for the actions and safety of such minors and any damages caused by such minors. The Association may adopt reasonable regulations and restrictions from time to time governing use of the Recreational Facilities.

9.16.1.2 Responsibility for Personal Property and Persons. Each Owner and Lessee assumes sole responsibility for the health, safety and welfare of such Owner and/or Lessee, his or her Immediate Family Members and guests, and the personal property of all of the foregoing, and each Owner and Lessee shall not allow any damage the Recreational Facilities or interfere with the rights of other Owners hereunder. The Declarant and the Association shall not be responsible for any loss or damage to any private property used, placed or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including, without limitation, wallets, books and clothing left in the Recreational Facilities.

9.16.1.3 Activities. Any Owner, Immediate Family Member, Lessee, guest or other person who, in any manner, makes use of the Recreational Facilities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored either on or off the Recreational Facilities, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Recreational Facilities, caused by any Owner, Immediate Family Member, Lessee or guest. No Owner or Lessee may use the Recreational Facilities for any society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of the Association, which consent may be withheld for any reason. All incontinent individuals are required to wear swim diapers while using the community pool.

9.16.2 Recreational Facilities Personal Property. Property or furniture used in connection with the Recreational Facilities shall not be removed from the location in which it is placed or from the Recreational Facilities.

9.16.3 Indemnification. By the use of the Recreational Facilities, each Owner, its Lessees, Immediate Family Members, guests, invitees and Lessees agree to indemnify and hold harmless the Indemnified Parties against all Losses incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the Recreational Facilities by Owners or Lessees, their Immediate Family Members and their guests and/or from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any of the Association's insurance policies.

9.16.4 Attorney's Fees. Should any Owner, its Immediate Family Members, guests, invitees or Lessees bring suit against the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Owner and/or its Immediate Family Members, guests, invitees or Lessees shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.16.5 Basis For Suspension. The rights of an Owner or Lessee to use the Recreational Facilities may be suspended by the Association, if, in the sole judgment of the Association:

9.16.5.1 such person is not an Owner or a Lessee;

9.16.5.2 the Owner, Lessee, an Immediate Family Member, Lessee, a guest or other person for whom an Owner is responsible violates one or more of the Association's Rules and Regulations;

9.16.5.3 an Owner, Lessee, Immediate Family Members, and/or guest has injured, harmed or threatened to injure or harm any person within the Recreational Facilities, or harmed, destroyed or stolen any personal property within the Recreational Facilities, whether belonging to an Owner, third party or to the Association; or

9.16.5.4 an Owner fails to pay Assessments.

9.16.6 Types of Suspension. The Association may restrict or suspend, for cause or causes described herein, any Owner's or Lessee's privileges to use any or all of the Recreational Facilities. By way of example, and not as a limitation, the Association may suspend a Lessee's privileges to use any or all of the Recreational Facilities if such Lessee's Owner fails to pay Assessments due in connection with a leased Home. In addition, the Association may suspend the rights of a particular Owner (and/or Immediate Family Member) or prohibit an Owner (and/or Immediate Family Member) from using a portion of the Recreational Facilities. No Owner whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Assessments or any other fees. During the restriction or suspension, Assessments shall continue to accrue and be payable each month. Under no circumstance will an Owner be reinstated until all Assessments and other amounts due to the Association are paid in full.

9.16.7 Non-ADA Compliant Pool Disclosure. The community pool within CENTRAL PARC AT NORTH PORT is a private residential community pool that is limited to the exclusive use of residents and their guests and is not required to comply with ADA Requirements for Accessible Pools for persons with mobility disabilities. Accordingly, there is no ADA accessible means of entry intended to be constructed for the community pool, including no pool lifts, no sloped entries, no transfer systems nor any other ADA compliant accessible means to the pool. By acceptance of a deed to a Lot, each Owner acknowledges and agrees that the Recreational Facilities, including the community pool, are not compliant with the ADA Standards for Accessible Design.

10. Maintenance by the Association. Except as may be otherwise provided herein, or in a Supplemental Declaration designating a Neighborhood or a Neighborhood Declaration, or an

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amendment to this Declaration specifying the maintenance requirements applicable to a particular Neighborhood, the following provisions shall relate to all Lots and Homes within CENTRAL PARC AT NORTH PORT.

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

10.2 Lawn Maintenance.

10.2.1 General; Lawn Maintenance. Commencing upon the later of (i) the date a Lot is conveyed by the Declarant or a Builder to an Owner, or (ii) the date a final Certificate of Occupancy is issued for a Home located upon such Lot, the Association shall be responsible for maintaining the lawn and grassy areas within each Lot only to the extent provided in this Section 10.2.1. With respect to all other landscaping within a Lot or right-of-way immediately adjacent to a Lot other than the lawn and grassy areas, each Owner shall be solely responsible for the maintenance, repair and replacement of such landscaping. The Association's lawn maintenance responsibilities include trimming, mowing, and fertilization of grass located within the Lot and the right-of-way adjacent to the Lot. The foregoing shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. The cost associated with such lawn maintenance shall constitute a part of the Neighborhood Expenses for the applicable Neighborhood in which such Lot is located, and each Owner of a Lot in such respective Neighborhood shall pay an equal share of such costs. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, the Association shall have no responsibility for the repair or replacement of any dead or badly damaged grass or other landscaping located within the Lot or the right-of-way located immediately adjacent to the Lot. In the event any landscaping within a Lot or the right-of-way immediately adjacent to such Lot, including, without limitation, grass, shrubs or trees, become dead or badly damaged, the record title owner of the Lot shall be responsible for the replanting, repair, and/or replacement of such landscaping with sound, healthy plant materials. In the event any dead or badly damaged landscaped areas are not repaired and replaced by the record title owner of the Lot, the Association may, but shall not be obligated to, repair and replace such landscaped areas on behalf of the record title owner. The costs and expenses of such repairs and replacements plus Twenty-Five and No/100 Dollars (\$25.00) (or such other amount determined by the Association in its sole and absolute discretion) shall be assessed against the respective Lot as an Individual Assessment. EXCEPT FOR THE ASSOCIATION'S LAWN MAINTENANCE AS EXPRESSLY PROVIDED IN THIS SECTION 10.2.1, THE RECORD TITLE OWNER OF EACH SUCH LOT SHALL BE RESPONSIBLE FOR THE REPAIR, REPLACEMENT AND MAINTENANCE OF ALL LANDSCAPED AREAS AND OTHER IMPROVEMENTS WITHIN ANY PORTION OF SUCH LOT OR THE RIGHT-OF-WAY LOCATED IMMEDIATELY ADJACENT TO THE LOT, INCLUDING, WITHOUT LIMITATION, SHRUBS, YARDS, TREES, MULCH, OR

ANY OTHER LANDSCAPING. ANY SUCH REPAIR, REPLACEMENT AND MAINTENANCE BY AN OWNER OF A LOT SHALL BE CONSISTENT WITH THE LANDSCAPE MAINTENANCE STANDARDS SET FORTH IN THIS DECLARATION.

Notwithstanding anything contained herein to the contrary, the foregoing responsibility of the Association for lawn maintenance on a Lot shall commence upon the date a final Certificate of Occupancy is issued for a Home located on such Lot and such Home is conveyed by the Declarant or a Builder to an Owner, whichever is later. Until a final Certificate of Occupancy is issued for a Home on a Lot and such Lot is conveyed by the Declarant or a Builder to an Owner, the record title owner of the Lot shall be solely responsible for maintenance of the lawn and all other improvements located within the Lot. EACH OWNER ACKNOWLEDGES THAT SOME LOTS WITHIN A NEIGHBORHOOD MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS WITHIN SUCH NEIGHBORHOOD. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE NEIGHBORHOOD EXPENSES FOR THE APPLICABLE NEIGHBORHOOD IN WHICH SUCH LOT IS LOCATED, AND EACH OWNER OF A LOT IN SUCH RESPECTIVE NEIGHBORHOOD SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

10.2.2 Additional Landscape Maintenance. Each Owner by acceptance of a deed to their Lot, authorizes the Association to conduct additional landscape maintenance beyond the scope described in Section 10.2.1 above if, in the discretion of the Board, such additional maintenance is required for any reason whatsoever, including, without limitation, naturally occurring deterioration of the landscaped areas or damage caused by an Owner's neglect. The costs associated with any such additional landscape maintenance shall be assessed against the respective Lot as an Individual Assessment.

10.2.3 Modification of Landscaping. In the event an Owner modifies the lawn or other grassy areas as initially installed by the Declarant, then such Owner shall be solely responsible for the maintenance of such lawn and grassy areas, and there shall be no abatement or reduction in such Owner's Assessments. Notwithstanding anything contained herein to the contrary, no Owner shall modify the lawn or landscaping as initially installed by the Declarant, nor shall any landscape lighting be installed by an Owner, without the prior written approval of the ACC, which modification must comply with the restrictions set forth in the DRC.

10.3 Roadways. Roadways within CENTRAL PARC AT NORTH PORT shall be maintained by the District and shall not be maintained by the Association. THE ROADWAYS WITHIN, ADJACENT OR IN PROXIMITY TO CENTRAL PARC AT NORTH PORT ARE PART OF THE SYSTEM OF ROADWAYS ACCESSIBLE TO THE PUBLIC. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, THE DECLARANT, THE BUILDERS, AND THE DISTRICT HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

10.4 Irrigation System Facilities within Common Areas and Lots. Notwithstanding anything contained herein to the contrary, the Association shall be responsible for the maintenance, repair and replacement of the irrigation system and irrigation facilities serving the Common Areas and Lots, including any irrigation facilities located within the right-of-way adjacent to any Common Areas or Lots. The cost associated with any such maintenance of the irrigation system conducted by the Association shall be part of the Operating Expenses. Each Owner agrees to reimburse the Association any expense incurred by the Association in repairing any irrigation system facilities caused by such Owner's negligent or willful acts, or the negligent or willful act of such Owner's Lessees, Immediate Family Members, guests or invitees. The Association shall have an easement over and across CENTRAL PARC AT NORTH PORT for the purpose of maintaining, repairing and replacing the irrigation system and facilities located on Common Areas and Lots, and the cost of such maintenance, repair and replacement shall be deemed part of the Operating Expenses shared equally by all Owners. No Owner shall place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the Association.

10.5 Adjoining Areas. Except as otherwise provided herein or otherwise maintained by the District, the Association shall only maintain those drainage areas, swales, parking areas, retention/detention area slopes and banks, and landscape areas (if any) that are within the Common Areas, and certain Lots only to the extent specifically provided herein, and further provided that such areas shall be readily accessible to the Association. The Association shall have no responsibility for the Facilities except and to the extent provided in any agreement between the Association and the District. Under no circumstances shall the Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot.

10.6 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas, Facilities or any Lot necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas or Facilities through or under an Owner, shall be borne solely by such Owner and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas or Facilities without the prior written approval of the Association or District, as applicable. Further, an Owner shall be responsible for all costs of maintenance, repair or construction of any portion of the drainage facilities located on such Owner's Lot if such maintenance, repair or construction is necessitated by the negligent or willful acts of an Owner or such Owner's Lessees, guests, or invitees.

10.7 Right of Entry. The Declarant, the Association, and the District, as applicable, are granted a perpetual and irrevocable easement over, under and across all of CENTRAL PARC AT NORTH PORT for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, the Declarant specifically reserves easements for all purposes necessary to comply

with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, the Declarant may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of CENTRAL PARC AT NORTH PORT if the Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.8 Maintenance of Property Owned by Others. The Association shall, if designated by the Declarant (or by the Board after the Turnover Date), maintain vegetation, landscaping, irrigation systems, community identification/features, infrastructure, and/or other areas or elements designated by the Declarant (or by the Board after the Turnover Date) upon areas that are within or outside of CENTRAL PARC AT NORTH PORT. Such areas may abut, or be proximate to, CENTRAL PARC AT NORTH PORT, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not limitation) parks, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, sidewalks, paths, drainage areas, community identification or entrance features, community signage or other identification. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

10.9 Villa Neighborhood Home Maintenance. With respect to only Homes located within the Villa Neighborhood, commencing upon the date a final Certificate of Occupancy is issued for such Home and such Home is conveyed by the Declarant or a Builder to an Owner (whichever is later), the Association shall be responsible for the following to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion:

10.9.1 Painting. The Association shall paint all exterior painted portions of Homes located within the Villa Neighborhood, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. The cost associated with such exterior painting shall constitute a part of the Neighborhood Expenses for the Villa Neighborhood and each Owner of a Villa Lot shall pay an equal share of such costs. The Association shall have no responsibility to repair damage to paint caused by an Owner or due to an Owner's negligence. In the event any exterior painting on a Home is damaged by an Owner or due to an Owner's negligence, then the Owner shall be responsible for the repair of such painting at the Owner's sole cost and expense, and the Association may, but shall not be obligated to, repair such painting and the costs and expenses of such repairs shall be assessed against the respective Villa Lot as an Individual Assessment. In the event that (i) an Owner desires to paint its Home in addition to, or at intervals more frequently than, the Association's painting of such Home as provided herein, or (ii) an Owner is responsible for painting an exterior portion of its Home due to damage to paint caused by

an Owner or an Owner's negligence, or as required by Section 11.4 below, then any such proposed painting by the Owner shall be subject to ACC approval. If the proposed painting by an Owner is approved by the ACC, the ACC shall have the right to impose such conditions on such Owner as it deems reasonably appropriate. The conditions shall, at a minimum, include the following:

10.9.1.1 all work and materials shall be at the Owner's sole cost and expense;

10.9.1.2 all color selections shall be approved by the ACC and must be the same or substantially similar to the other Homes attached to the Home;

10.9.1.3 the painting project must include an entire elevation of the Home (i.e. the entire side of the Home, etc.); and

10.9.1.4 if the Association thereafter paints the Home and the other Homes attached to the Home in accordance with this Section 10.9.1, the Home shall be included as part of the painting project, and the cost associated with such painting project shall constitute a part of the Neighborhood Expenses for the Villa Neighborhood and each Owner of a Lot in the Villa Neighborhood shall pay an equal share of such costs.

10.9.2 Roofs. Each Owner of a Home shall be responsible for routine repair and maintenance of the roof of such Home. Without limitation of the foregoing, the Association shall be responsible for the replacement of roofs of Homes located within the Villa Neighborhood, including shingles, and roof decking; however, the Association shall have no obligation to replace roof trusses or other structural components of the roof. The cost associated with any such roof replacement shall constitute a part of the Neighborhood Expenses for the Villa Neighborhood and each Owner of a Lot in the Villa Neighborhood shall pay an equal share of such costs. Notwithstanding any of the foregoing to the contrary, the Association shall have no obligation for repair of roofs in the event such roofs are not being replaced by the Association, nor shall the Association have any obligation for replacement of roofs in the case of damage due to roof alterations by an Owner or any willful actions or negligence of an Owner, and the Owner shall be responsible for any such repair or replacement at the Owner's sole cost and expense. In the event the roof or any component thereof is not properly repaired by an Owner, or in the event the roof is not replaced by the Owner pursuant to the foregoing sentence, the Association may, but shall not be obligated to, repair and replace such roof on behalf of the Owner, and the costs and expenses of such repairs and replacements shall be assessed against the respective Lot as an Individual Assessment. If a roof is damaged or destroyed by the act of one adjoining Owner, or his guests, lessees, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the roof of such Owner's Home and any affected roof of an adjoining Owner, without cost to the adjoining Owner and shall indemnify the

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adjoining Owner from any consequential damages, loss or liabilities. Notwithstanding anything to the contrary herein, Declarant and the Association have the right to enforce the provisions of this Section, however neither the Declarant nor the Association shall have any obligation whatsoever to enforce the provisions of this Section or become involved in any dispute between Owners in connection with this Section.

Notwithstanding anything contained herein to the contrary, the foregoing responsibilities of the Association for maintenance of Homes in the Villa Neighborhood shall commence upon the date a final Certificate of Occupancy is issued for such Home and such Home is conveyed by the Declarant or a Builder to an Owner, whichever is later. Until a final Certificate of Occupancy is issued for a Home and such Home is conveyed by the Declarant or a Builder to an Owner, the record title owner of the Lot shall be fully responsible for all maintenance of the Home and other improvements located within the Lot. Further notwithstanding anything to the contrary herein, to the extent insurance coverage required by Section 14.2.1 of this Declaration covers repairs or replacements otherwise performed by the Association under this Section 10.9, or would have covered such repairs or replacements if the Owner had procured such coverage, such repairs or replacements shall be governed by Section 14.2.2 herein, and the Association shall not perform repairs or replacements covered by insurance or any other activities that would negate such coverage or impair the availability of such coverage.

10.10 Right-of-Way. Subject to Sections 11.6 and 11.7 below, and except as otherwise maintained by the CDD, the Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the trees and landscaping located in any right-of-way adjacent to any Common Areas; provided, however, the Association shall not be responsible for any replacement of any trees or landscaping located in any right-of-way. Further, subject to Section 11.7 below and except as otherwise maintained by the CDD, the Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the grassed areas located in any right-of-way adjacent to any Lots; provided, however, the Association shall not be responsible for any replacement of grass or sod. The cost associated with any maintenance of the trees and landscaping located in the right-of-way adjacent to any Common Areas shall be deemed part of the Operating Expenses. The cost associated with any maintenance of grassed areas located in the right-of-way adjacent to Lots shall constitute a part of the Neighborhood Expenses for the applicable Neighborhood in which such Lot is located, and each Owner of a Lot in such respective Neighborhood shall pay an equal share of such costs. Except as otherwise expressly set forth herein, the Association shall not be responsible for any maintenance of any landscaping, paved areas or improvements located in any right-of-way adjacent to any Lots. Each Owner of a Lot within CENTRAL PARC AT NORTH PORT agrees to reimburse the Association, or the District, as applicable, for any expense incurred in repairing any damage to trees, landscaping or other improvements located in any right-of-way caused by such Owner's negligent or willful acts caused such damage. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner shall subject the Owner to an Individual Assessment for such costs.

10.11 District Facilities. The District may contract with the Association for the maintenance, repair, and replacement of the Facilities in the District's sole and absolute discretion and subject to any written agreement accepted by the Association.

11. Maintenance by Owners. All Lots and Homes, including, without limitation, all landscaping, driveways, walkways and any property, all structural components comprising the Lot or Home, improvements and appurtenances not maintained by the Association or the District shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of CENTRAL PARC AT NORTH PORT by the record title owner of the applicable Lot. No tree installed by the Declarant or a Builder on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing CENTRAL PARC AT NORTH PORT. If any such tree dies or is otherwise removed, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the ACC. All such work shall be performed in accordance with the requirements of Section 12.46 and the DRC as described therein. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Section 11, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the record title owner. Except as otherwise expressly provided in Section 10 of this Declaration, or in a Neighborhood Declaration or Supplemental Declaration designating a Neighborhood, each Owner is specifically responsible for maintaining all landscaping, paved surfaces and other improvements within any portion of a Lot and the right-of-way located immediately adjacent to such Lot.

11.1 Right of the Association to Enforce. The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section 11. In the event an Owner does not comply with this Section 11, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. The Association shall have the right to enforce this Section 11 by all necessary legal action. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 11, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

11.2 Landscape Maintenance Standards. The following maintenance standards (the "**Landscape Maintenance Standards**") apply to landscaping within all Lots:

11.2.1 Trees. Trees are to be pruned as needed and maintained, in a safe and appropriate manner, with the canopy no lower than eight feet (8') from the ground.

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

11.2.3 Mulch. Mulch shall be replenished as needed on a yearly basis.

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11.2.4 Insect Control and Disease. Insect control and disease shall be performed on an as needed basis. Failure to do so could result in additional liability if the disease and insect spread to neighboring Lots and Common Areas. Dead grass shall be removed and replaced within thirty (30) days of dying. If the County code or SWFWMD regulations require Bahia grass in the rear yards, it shall remain as Bahia and if it dies, may only be replaced with Bahia.

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

11.2.6 Weeds and Refuse. All Owners shall be required to remove all weeds, underbrush, or other unsightly growth upon any Lot. No refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot.

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

11.4 Irrigation. The Association is responsible for the maintenance, repair and replacement of the irrigation lines and other irrigation facilities located within Lots and the right-of-way immediately adjacent to such Lots. Irrigation water shall be provided by the District and the costs associated with irrigation water provision for all Lots shall be deemed part of the District Maintenance Special Assessments, as detailed in Section 16.10 below. Grass and landscaping located on Lots shall be irrigated in a routine and ordinary manner at intervals and frequency as the District may decide in its sole discretion and as may be permitted by the CDD or by SWFWMD or the City regulations. In the event water from irrigation systems and/or reclaimed water provided by the City or the District is insufficient to properly maintain lawns or landscaping on Lots, Owners should supplement irrigation watering on Lots with hand watering to ensure all landscaping remains healthy and routinely irrigated. Water spray from sprinklers shall not extend beyond any property line of the respective Lot. The District shall control the irrigation meters and control boxes for irrigation water servicing the Lots. The District and the Association shall have direct access to control boxes and/or devices used in connection with any irrigation system that may be installed on any Lot and Owners are not permitted to block access to or

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modify or tamper with any irrigation control boxes. The District reserves the right to place or remove locks on any control boxes and/or devices used in connection with irrigation regardless of their location. Further, Owners shall not place locks or otherwise impede the Association's or the District's access to any areas the Association and/or the District is responsible to maintain. In the event that any Owner locks or otherwise impedes the Association's or the District's access to any areas the Association and/or the District is responsible to maintain, the Association and/or the District may take any and all measures necessary to eliminate same, including removing or disabling any locks, and the Association and the District shall have no liability for such actions. The District is hereby granted an easement over and across each Lot for any purpose in connection with the District's rights and obligations under this Section.

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

11.6 Paved and Concrete Surfaces. Each Owner of a Lot within CENTRAL PARC AT NORTH PORT shall be responsible to timely repair, pressure wash, maintain and/or replace the driveways, and walkways, including, without limitation, concrete or brick pavers, and other paved and concrete surfaces comprising part of such Lot and in the right-of-way immediately adjacent to such Lot. In addition, each Owner of a Lot within CENTRAL PARC AT NORTH PORT shall be responsible to timely pressure wash the sidewalk within such Lot and in the right-of-way immediately adjacent to such Lot, but any repair, maintenance, or replacement of the sidewalk within the right-of-way shall be the responsibility of the District. In the event the City, the County, the CDD or any of their respective subdivisions, agencies, and/or divisions must remove any portion of the paved or concrete surfaces located within an Owner's Lot or in the right-of-way immediately adjacent to such Lot for the installation, repair, replacement or maintenance of utilities or water mains, then the Owner of the applicable Lot will be responsible to replace or repair the paved or concrete surfaces at such Owner's expense. In the event an Owner does not comply with this Section, the District or the Association may, but shall not be obligated to, perform the necessary maintenance or repair and the Association may charge the costs thereof,

together with interest at the highest rate allowed by law, to the non-complying Owner as an Individual Assessment. In the event the District or Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association and the District an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section. Further, each Owner agrees to reimburse the Association or the District for any expense incurred by the Association or the District in connection with any damage to any sidewalk or walkway caused by such Owner's negligence.

11.7 Right-of-Way. Each Owner of a Lot shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the trees and landscaping located in the right-of-way immediately adjacent to such Owner's Lot. No tree installed by the Declarant or a Builder in such right-of-ways shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing CENTRAL PARC AT NORTH PORT.

11.8 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. The Declarant, Builders, the District and the Association shall not have liability under such circumstances for any damage or loss that an Owner may incur in the event an Owner fails to maintain their Home in accordance with this provision. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED THE DECLARANT, THE BUILDERS, THE DISTRICT, THE ASSOCIATION AND ANY NEIGHBORHOOD ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

11.9 Pressure Washing. Except as otherwise provided in a Supplemental Declaration or a Neighborhood Declaration, each Owner at their sole cost and expense shall be responsible for pressure cleaning the roofs and the exterior portions of Homes, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance required by this Section and charge the costs thereof to the non-complying Owner as an Individual Assessment.

11.10 Water Mains, Utilities and Improvements within Lots. In the event the City and/or the County or any of their subdivisions, agencies, and/or divisions must remove or damage any portion of a driveway, landscaping, or other improvements located on an Owner's Lot, or the right-of-way immediately adjacent to such Lot, in connection with the City or County's operation, maintenance or repair of any water line, sanitary sewer line or other utility facilities, if applicable, then the Owner of the Lot upon which such driveway, landscaping, or other improvements are located (or the Owner of the Lot immediately adjacent to the right-of-way upon which such damaged driveway, landscaping, or other improvements are located) shall be responsible to replace or repair such driveway, landscaping or other improvement (if such driveway, landscaping or other improvements is not repaired by the City or the County) at such Owner's expense (if such expenses are not paid for by the City or the County). In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary repair and/or replacement and charge the costs thereof to the non-complying Owner as an Individual Assessment. In the event that the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.11 Party Walls.

11.11.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within CENTRAL PARC AT NORTH PORT that are built as part of the original construction of the Homes located on Villa Lots and any replacement thereof. In the event any portion of any structure or facility, as originally constructed, including, without limitation, any Party Wall, shall protrude over an adjoining Lot, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration.

11.11.2 Painting. Each Owner shall be responsible for painting the portion of any Party Wall that faces his or her Home.

11.11.3 Sharing of Repair, Replacement and Maintenance for Party Walls.

11.11.3.1 Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

11.11.3.2 Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of the construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs or replacements are made to the Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed.

11.11.3.3 Alterations. The Owner of a Home sharing a Party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

11.11.3.4 Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and the whole cost of any damage caused as a result of such exposure.

11.11.3.5 Easements. Each Owner of a Villa Lot sharing a Party Wall with an adjoining Villa Lot shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspect and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise by the Owner(s) making use of such easement(s).

11.12 Retention/Detention Area Slopes. The rear yard of some Lots may contain slopes adjacent to the retention/detention areas (the "**Retention/Detention Area Slopes**"). All Retention/Detention Area Slopes located within Lots shall be maintained by the owner of such Lot in accordance with the Retention/Detention Area Slopes Maintenance Standards (as defined below). All Retention/Detention Area Slopes located outside of a Lot shall be maintained by the District, except as otherwise provided in the Retention/Detention Area Slopes Maintenance Standards. The Declarant hereby grants the District an easement of ingress and egress across all portions of CENTRAL PARC AT NORTH PORT adjacent to retention/detention areas, including Lots adjacent to retention/detention areas, for the purpose of regulating and maintaining such

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Retention/Detention Area Slopes. The CDD may establish from time to time standards for the Retention/Detention Area Slopes maintenance by Owners who own Lots adjacent to such areas ("**Retention/Detention Area Slopes Maintenance Standards**"). Such Retention/Detention Area Slopes Maintenance Standards may include requirements respecting compaction and strengthening of banks. The CDD shall have the right to inspect such Retention/Detention Area Slopes to ensure that each Owner has complied with its obligations hereunder and under the Retention/Detention Area Slopes Maintenance Standards. Each Owner hereby grants the CDD an easement of ingress and egress across his or her Lot to all retention/detention areas for the purpose of ensuring compliance with the requirements of this provision and the Retention/Detention Area Slopes Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this Section or any Retention/Detention Area Slopes Maintenance Standards shall be deemed a separate and independent violation of this Declaration

12. Use Restrictions. The following Use Restrictions shall apply to all Owners and Lots within CENTRAL PARC AT NORTH PORT, except for any Lots owned by the Declarant or a Builder. Each Owner must comply with the following:

12.1 Alterations and Additions. Except as otherwise provided in Section 19 of this Declaration with respect to Builders, no material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first obtained from the ACC as required by this Declaration.

12.2 Animals. No animals of any kind shall be raised, bred or kept within CENTRAL PARC AT NORTH PORT for commercial purposes. No swine, poultry or other livestock of any kind may be kept in and/or on any Lot and/or Home or brought into CENTRAL PARC AT NORTH PORT by an Owner, or its guests, Lessees, licensees, agents or family members. Owners may keep no more than three (3) domestic pets, to the extent and as permitted by the City or the County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Pets permitted by this Section may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas or Facilities, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the receipt of such notice. The Owner responsible for a pet shall be responsible for removing from the Common Areas or Facilities any matter created by the pet and disposing of the same in a sanitary manner. Each Owner shall be responsible for all the activities of its pet.



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

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

12.4.1 Parking. Owners' vehicles shall be parked in the garage or driveway of the respective Owner's Lot and shall not block the sidewalk, even if the sidewalk intersects the driveway. No vehicles of any nature shall be parked on any portion of CENTRAL PARC AT NORTH PORT or a Lot except on the surfaced parking area thereof. Vehicles shall not be parked on the paved or concrete surfaces comprising the Common Areas, or Facilities, except in designated parking areas, if any. To the extent CENTRAL PARC AT NORTH PORT has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in CENTRAL PARC AT NORTH PORT except during the period of delivery of goods or during the provision of services. ROADWAYS WITHIN CENTRAL PARC AT NORTH PORT SHALL BE ACCESSIBLE TO THE PUBLIC AND SHALL NOT BE MAINTAINED OR REGULATED BY THE ASSOCIATION. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR HOME ACKNOWLEDGES AND AGREES THE ASSOCIATION HAS NO CONTROL WITH REGARD TO ACCESS, PARKING AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC AND/OR MEMBERS OF THE ASSOCIATION. THE RESPONSIBILITY FOR ENFORCEMENT OF ANY LAWS REGARDING ACCESS, PARKING AND USAGE OF ROADWAYS RESTS SOLELY WITH THE APPLICABLE GOVERNMENTAL AUTHORITY AND THE ASSOCIATION DISCLAIMS RESPONSIBILITY FOR SUCH ENFORCEMENT.

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

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicles (ATV), boat (or other watercraft), trailer, including, without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within CENTRAL PARC AT NORTH PORT except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles, utility vehicles (e.g., Broncos, Blazers, Explorers, Navigators, etc.), or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with

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ladders, racks, and hooks or such other equipment attached to such vehicles shall be “commercial vehicles” prohibited by this Section. No vehicles with missing or expired tags or registrations shall remain within CENTRAL PARC AT NORTH PORT, except in the garage of a Home. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a “for sale” sign shall be parked within the public view anywhere within CENTRAL PARC AT NORTH PORT. For any Owner who drives an automobile issued by the City, the County or other governmental entity (e.g. police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), unregistered motorized scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas (if any). Additionally, no all-terrain vehicle (ATV) or mini motorcycle may be parked or stored within CENTRAL PARC AT NORTH PORT, including on any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by the Declarant, Builders, or their subcontractors, suppliers, consultants or agents.

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, “vehicle” shall also mean campers, boats, watercraft, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner’s Lot or Common Areas that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting. THE ROADWAYS LOCATED WITHIN CENTRAL PARC AT NORTH PORT ARE ACCESSIBLE TO THE PUBLIC. AS SUCH, IN NO EVENT SHALL THE ASSOCIATION BE RESPONSIBLE FOR TOWING VEHICLES PARKED ON THE ROADWAYS LOCATED WITHIN CENTRAL PARC AT NORTH PORT.

12.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall

commence to rebuild or repair the damaged Home or improvement in accordance with Section 14.2.2 of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

12.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by the Declarant and/or Builders, and administrative offices of the Declarant and/or Builders, no commercial or business activity shall be conducted within CENTRAL PARC AT NORTH PORT, including, without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within CENTRAL PARC AT NORTH PORT. No solicitors of a commercial nature shall be allowed within CENTRAL PARC AT NORTH PORT, without the prior written consent of the Association. No day care center, "half-way house," or assisted living facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of the Declarant.

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

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

12.9 Cooking. No cooking shall be permitted on the Common Areas or the Facilities, except in areas designated for those purposes by the District or the Association. Grills and barbeque facilities may not be located on any front yard of a Lot, and all such grills and barbecue facilities must be stored in the garage or within a portion of the rear of the Lot which is not within public view. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout the Common Areas within CENTRAL PARC AT NORTH PORT.

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12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes shall be installed or placed within or upon any portion of CENTRAL PARC AT NORTH PORT without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15th of the following year. In addition, holiday decorations are permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Halloween or any federal holiday and such decorations must be removed within one week after Halloween or such federal holiday, as applicable. The ACC may establish standards for holiday lights and decorations at its sole discretion. The ACC may establish standards for holiday lights and decorations in its sole discretion. The ACC may require the removal of any lighting or decoration that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through CENTRAL PARC AT NORTH PORT). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2023), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC.

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of CENTRAL PARC AT NORTH PORT complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by the Declarant, and thereafter by the Board. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.12 Drainage System. Drainage Improvements (as defined below) may be part of the Facilities, Common Areas and/or Lots. After Drainage Improvements are installed by the Declarant or a Builder, as applicable, the maintenance of Drainage Improvements within the boundary of a Lot shall be the responsibility of the CDD; however, the District and the Association shall have no responsibility for landscaping maintenance except as otherwise expressly provided in Section 11, and each Owner of a Lot shall be required to maintain such Lot in accordance with the provisions of Section 11 of this Declaration. In the event Drainage Improvements are adversely affected by landscaping, fences, structures, or any other improvements (including, without limitation, pavers), the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of the record title owner of the Lot that includes such improvements, except as otherwise maintained or repaired by the CDD. No Home, structure, building, landscaping, fence, wall or other improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with the SWMS or change the direction or flow of water in accordance with the SWMS for CENTRAL PARC AT NORTH PORT, for any part thereof, or for any Lot as shown on the approved drainage plans on file with the County, City, SWFWMD or other governing body having jurisdiction over CENTRAL PARC AT NORTH PORT. In addition, no Owner shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the approved drainage plans. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION,

THE DECLARANT, AND BUILDERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

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

12.14 Fences and Walls. Except for walls or fences erected or installed by the Declarant or Builders, no walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Community Standards. Due to the District's and the Association's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the ACC. However, in the event a fence is installed within a drainage easement area, with prior written ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs or as otherwise provided in Section 15.9 hereof. In addition to ACC approval, the Owner must obtain, at his or her own cost and expense, an agreement in writing executed by the Association approving such fence, which agreement may be recorded in the Public Records by the Association in its sole and absolute discretion. All screening and screened enclosures shall have the prior written approval of the ACC. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior written approval of the ACC and shall be in compliance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior written approval of the ACC and shall be in compliance with the Community Standards.

12.15 Fuel Storage. No fuel storage shall be permitted within CENTRAL PARC AT NORTH PORT, except as may be necessary or reasonably used for barbecues, fireplaces or similar devices.

12.16 Garages. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

12.17 Garbage Disposal. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible by the general public. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up

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earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up. Except for normal construction debris on a Lot during the course of construction of a Home, no garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of CENTRAL PARC AT NORTH PORT. Within thirty (30) days after the issuance of a final or temporary Certificate of Occupancy for a Home, the Builder shall remove all construction debris, refuse or other garbage from the Lot and property surrounding the Lot left by such Builder or its agents or Contractors.

12.18 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC, shall match the color or trim of the Home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters. Notwithstanding the foregoing, in the event of an emergency and issued storm warning, Owners may install temporary emergency storm protective window coverings up to twenty-four (24) hours prior to the expected arrival of a storm, which must be removed within twenty-four (24) hours after the end of such storm.

12.19 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within an Owner's Lot. The Declarant may, in its sole discretion, utilize a computerized loop system to irrigate the Common Areas and/or Facilities. Any computerized loop irrigation system that is not specifically the maintenance obligation of the Association or an Owner pursuant to the terms of this Declaration shall be the maintenance obligation of the District and is deemed part of the Facilities. Each Owner acknowledges reclaimed water may be used for irrigation purposes.

12.20 Laundry. Subject to the provisions of Section 163.04, Florida Statutes (2023), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as such clotheslines are not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline.

12.21 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of CENTRAL PARC AT NORTH PORT as determined by the Board in its sole discretion. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of CENTRAL PARC AT NORTH PORT shall be the same as the responsibility for maintenance and repair of the property concerned.

12.22 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than thirty (30) days, and no Home may be leased more than four (4) times in any calendar year unless otherwise approved by the Association in the case of hardship. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by the Lessee, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

12.23 Minor's and Guest's Use of Commonly Shared Facilities. Adults shall be responsible for all actions of their guests, invitees, and family members at all times in and about CENTRAL PARC AT NORTH PORT. The Declarant, the Builders and the Association shall not be responsible for any use of the Common Areas or Facilities by anyone, including guests, invitees, or family members.

12.24 Nuisances. No nuisance, or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of CENTRAL PARC AT NORTH PORT is permitted. No firearms shall be discharged within CENTRAL PARC AT NORTH PORT. Nothing shall be done or kept within the Common Areas or any other portion of CENTRAL PARC AT NORTH PORT, including a Home or Lot which will increase the rate of insurance to be paid by the Association. This Section shall not apply to sales, marketing, construction and development activities by Builders.

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

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

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12.27 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of CENTRAL PARC AT NORTH PORT, which is unsightly or which interferes with the comfort and convenience of others. Notwithstanding the foregoing, usual patio furniture may be kept on a Lot so long as it is kept in accordance with other applicable provisions of this Declaration.

12.28 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of CENTRAL PARC AT NORTH PORT, change the level of the land within CENTRAL PARC AT NORTH PORT, or plant landscaping which results in any permanent change in the flow and drainage of surface water within CENTRAL PARC AT NORTH PORT. Owners may place additional plants, shrubs, or trees within any portion of CENTRAL PARC AT NORTH PORT within their respective Lots with the prior written approval of the ACC.

12.29 Roofs, Driveways and Pressure Cleaning. Roofs, exterior surfaces and/or pavement located within a Lot, including, but not limited to, walkways and driveways, shall be pressure cleaned by the Owner of such Lot within thirty (30) days of notice by the ACC to the Owner of the applicable Lot. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. All roofs must be in compliance with the Community Standards.

12.30 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of CENTRAL PARC AT NORTH PORT. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with the Community Standards adopted by the Board and shall be governed by the then current rules of the FCC.

12.31 Screened Enclosures. All screening and screened enclosures shall have the prior written approval of the ACC and shall be in accordance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and shall comply with the Community Standards.

12.32 Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of CENTRAL PARC AT NORTH PORT, including, without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable,

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removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6'). Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, without limitation, noise and lighting ordinances in the County and all setback and location criteria contained in this Declaration and the Community Standards.

The Declarant, the Builders, and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and for Builders, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within CENTRAL PARC AT NORTH PORT such signs and flags as the Declarant deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes; provided, however, notwithstanding anything to the contrary herein, the exercise by a Builder of the rights and exemptions in this Section shall be subject to the Declarant's prior written approval as to the location, size, content and design of such Builder's signs and flags within CENTRAL PARC AT NORTH PORT, which approval shall not be unreasonably withheld, conditioned or delayed. Within thirty (30) days of the final sale and conveyance of the last Home owned by a Builder within CENTRAL PARC AT NORTH PORT, the Builder shall remove from CENTRAL PARC AT NORTH PORT all marketing materials including, but not limited to, flags banners, placards and signage. The Declarant reserves the right to institute a signage plan for CENTRAL PARC AT NORTH PORT, which such signage plan must be complied with by all Builders. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

12.33 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of CENTRAL PARC AT NORTH PORT without prior written consent of the ACC and compliance with the terms and conditions of the DRC. No portable basketball equipment shall be permitted. No basketball backboards, skateboard ramps, trampolines or play structures will be permitted without the prior written approval by the ACC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed

on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

12.34 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior written approval of the ACC, which approval shall conform to the requirements of this Declaration and the Community Standards. Water softeners, trash containers, above-ground propane tanks, and other similar devices shall be properly screened from all roadways in a manner approved by the ACC. This Section shall not apply to temporary structures and storage facilities utilized by Builders in connection with the construction, marketing or sale of Homes within CENTRAL PARC AT NORTH PORT. Builders shall have the right to place, erect or construct portable, temporary or accessory buildings or structures within CENTRAL PARC AT NORTH PORT for sales, construction storage or other purposes, subject to the prior written approval by the Declarant as to the location, design and quality of all portable, temporary or accessory buildings or structures within CENTRAL PARC AT NORTH PORT for sales, construction storage or other purposes, which approval shall not be unreasonably withheld, conditioned or delayed.

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

12.36 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of CENTRAL PARC AT NORTH PORT or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household (including barbecue grill tanks) must be installed above ground in a manner to be screened from view by landscaping or other materials approved by the ACC.

12.37 Swimming, Fishing and Boating. Swimming and fishing are prohibited within any of the retention/detention areas or water bodies within the boundaries of CENTRAL PARC AT NORTH PORT. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any retention/detention areas and/or any other water bodies within CENTRAL PARC AT NORTH PORT.

12.38 Swimming Pools and Spas. No above-ground pools, in-ground pools or in-ground spas shall be permitted on any Lot. Above-ground spas may be permitted within the lanai area under the roof of a Home or within the screened-in area of an extension to the lanai of a Home, provided the Owner or Builder obtains prior written approval from the ACC and the construction

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is in accordance with the Community Standards. Notwithstanding any other provision to the contrary, no amendment may be made to this Section 12.38 without the written consent and joinder of Declarant and DEP.

12.39 Unmanned Aircraft Systems. Drones or similar unmanned aircraft, either with or without cameras, shall not be operated by an Owner or its Immediate Family Members, Lessees, guests or invitees on, over or from any Lot, Common Area, or the Facilities within CENTRAL PARC AT NORTH PORT, except for the purpose of an Owner or their authorized agent periodically inspecting the Owner's respective Lot or Home, or as otherwise permitted by the Board from time to time. The Board is specifically vested with the exclusive authority to adopt reasonable conditions and regulations concerning or related to the operation of drones or similar unmanned aircraft on, over or from Lots, Common Areas, or the Facilities. All drones or similar unmanned aircraft systems shall only be operated in accordance with Federal, State and Local regulations, all as amended from time to time. In no event shall an operator of a drone or similar unmanned aircraft system invade the privacy of another person on any Lot, Common Area, or the Facilities. No person shall operate a drone or similar unmanned aircraft system in any manner that constitutes a nuisance or harasses, annoys, or disturbs the quiet enjoyment of another person, including, without limitation, to another Owner, its Immediate Family Members, Lessees, guests or invitees.

12.40 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its Immediate Family Members, guests, Lessees and invitees. This Section 12.40 shall not apply to Builders.

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

12.42 Wells, Dewatering, and Septic Tanks. No individual wells will be permitted on any Lot and no individual septic tanks will be permitted on any Lot. No dewatering activities will be permitted on any Lot unless the dewatering activities are conducted in accordance with an approved DEP plan, as required by the DRC.

12.43 Wetlands and Mitigation Areas. If the Facilities or Common Areas include one or more preserves, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same without ACC approval and approval from any governmental agencies having jurisdiction. Such Facilities are to be maintained by the District in their natural state.

12.44 Window Treatments. Within thirty (30) days of the conveyance of title of a Home to an Owner, such Owner shall install drapes, curtains, blinds or other window coverings. Window treatments shall consist of drapery, blinds, decorative panels, or other window



coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Home. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Owners are responsible for caulking or re-caulking all windows to insure water tightness. As used herein, the term "window treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering.

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

12.46 Environmental Disclosure and Power of Attorney. ARSENIC IS A NATURALLY OCCURRING ELEMENT IN SOILS ACROSS THE UNITED STATES AND IN FLORIDA, WHERE IT IS RELATED TO ROCKS AND SOILS IN FLORIDA'S FORMER MARINE ENVIRONMENT. AS A RESULT, CONCENTRATIONS OF ARSENIC THAT ARE NATURALLY OCCURRING IN FLORIDA SOILS RANGE FROM NON-DETECT TO CONCENTRATIONS THAT EXCEED FLORIDA'S DEFAULT SOIL CLEANUP TARGET LEVELS. SOILS THAT NATURALLY CONTAIN ARSENIC ARE PRESENT IN CENTRAL PARC AT NORTH PORT AND THE SURROUNDING AREA. FLORIDA LAW DOES NOT REQUIRE REMEDIATION OF CONSTITUENTS SUCH AS ARSENIC THAT ARE NATURALLY PRESENT IN THE ENVIRONMENT.

IN ADDITION, HERBICIDES CONTAINING ARSENIC HAVE BEEN USED IN AGRICULTURE AND TURF MAINTENANCE, INCLUDING GOLF COURSE MAINTENANCE. CENTRAL PARC AT NORTH PORT IS LOCATED ON PROPERTY THAT WAS FORMERLY A GOLF COURSE AND ARSENIC WAS FOUND IN CERTAIN SOILS AND IN GROUNDWATER WITHIN CENTRAL PARC AT NORTH PORT.

The presence of arsenic in certain portions of CENTRAL PARC AT NORTH PORT associated with historical golf course maintenance has been assessed and remediated under the direction of the Florida Department of Environmental Protection ("DEP") consistent with the Master Plan. The areas for which remediation have been completed are subject to a Declaration of Restrictive Covenant (the "DRC"), generally described below, executed by the Declarant that will be recorded in the Public Records simultaneously with, or prior to, this Declaration. It is contemplated that the DRC may be amended from time to time as remediation of additional portions of the former golf course are completed under DEP oversight.

In addition to complying with all restrictions set forth in this Declaration, Owners, Builders, the Association, the District, and any other person or entity owning property within CENTRAL PARC AT NORTH PORT (collectively, the "Owner Party") and the Declarant must comply with the restrictions set forth in the DRC, as it may be amended at any time by Declarant in accordance with the terms of the DRC and, with respect to the effect of any such amendment on D. R. Horton, subject to the consent right of D. R. Horton established below in this Section

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12.46; provided, however, that in no event shall the foregoing be deemed or construed to create any additional or different obligations on any Builder for any action taken by Declarant or its employees, agents, or contractors, on a Lot prior to the time the Builder acquires title to such Lot, for any action taken by any Owner, or such Owner's agents, family members, tenants, invitees or contractors, with respect to a Lot such Owner owns or with respect to any other portion of CENTRAL PARC AT NORTH PORT, or for any actions taken by Declarant, the District, the Association, or their respective employees, agents or contractors, with respect to any portion of CENTRAL PARC AT NORTH PORT. Each Owner Party, including the Association, the District, the Builders and each Owner by such Owner's acceptance of a deed to a Lot, hereby acknowledge and agree that the Declarant has the unilateral right, without the consent or joinder of the Owner Party, to amend the DRC at any time to impose additional restrictions on CENTRAL PARC AT NORTH PORT, as may be required by DEP in order for the Declarant to complete the site rehabilitation; provided, however, that D.R. Horton shall be required to consent in writing to any such amendment to the DRC in order for the same to be binding on D.R. Horton and/or any Lots owned by D.R. Horton as of the date of any such DRC amendment. The foregoing consent right of D.R. Horton is personal to D.R. Horton and does not run to the benefit of any successors or assigns of D.R. Horton. TO THE EXTENT LEGALLY REQUIRED, BY ACCEPTANCE OF A DEED TO A LOT OR OTHER PORTION OF CENTRAL PARC AT NORTH PORT, EACH OWNER, OR OTHER OWNER PARTY, AND ANY OTHER PERSON HAVING AN INTEREST IN OR A LIEN UPON ANY PORTION OF CENTRAL PARC AT NORTH PORT, EXCEPT FOR D. R. HORTON, SHALL BE DEEMED TO HAVE GRANTED TO THE DECLARANT AN IRREVOCABLE POWER OF ATTORNEY AUTHORIZING THE DECLARANT TO EXECUTE A JOINDER OR CONSENT TO ANY AMENDMENT TO THE DRC ON BEHALF OF EACH OWNER, OTHER OWNER PARTY OR OTHER PERSON HAVING ANY SUCH INTEREST OR LIEN, AS TO ITS INTEREST, EXCEPT FOR D.R. HORTON.

DECLARANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ASPECT OF CENTRAL PARC AT NORTH PORT, INCLUDING ANY CONDITIONS ON OR ABOUT CENTRAL PARC AT NORTH PORT, IF ANY, THAT IN ANY WAY RELATE TO OR ARISE OUT OF CENTRAL PARC AT NORTH PORT FORMERLY BEING USED AS A GOLF COURSE.

As more particularly set forth in the DRC, Declarant imposes the following restrictions and requirements:

12.46.1 Groundwater Use. There are restrictions on the use of groundwater under the property comprising CENTRAL PARC AT NORTH PORT. Notwithstanding the foregoing, (a) no wells of any type will be permitted on any Lot; and (b) no dewatering activities will be permitted on any Lot unless the dewatering activities are conducted in accordance with an approved DEP plan, as required by the DRC.

12.46.2 Stormwater Features. There shall be no stormwater swales, stormwater detention or retention facilities, or ditches constructed in CENTRAL PARC AT NORTH PORT, other than as set forth in the plan attached to the DRC, and which identifies the

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size and location of stormwater swales, stormwater detention or retention facilities, and ditches in CENTRAL PARC AT NORTH PORT.

12.46.3 Soil Controls. The Lots shall be permanently covered and maintained with a minimum of two (2) feet of soil meeting the approved Residential ASCTL. The Recreational Areas and Amenity Area shall be permanently covered and maintained with a minimum of two (2) feet of soil meeting the approved ASCTL for Recreational Areas, Amenity Area, and Vegetated Perimeter Berms. The Vegetated Perimeter Berms shall be permanently covered and maintained with a minimum of two (2) feet of soil that prevents human exposure above the approved ASCTL for Recreational Areas, Amenity Area, and Vegetated Perimeter Berms.

12.46.4 Excavation and Construction. Soils greater than two (2) feet bls may contain elevated naturally occurring arsenic concentrations. Excavation and construction below the top two (2) feet bls is not prohibited in CENTRAL PARC AT NORTH PORT provided any soils that are excavated from below two (2) feet bls are either: (a) placed back into the excavation at depth from where it was removed and the soil from the top two (2) feet bls replaced, or (b) removed and properly disposed of in accordance with any applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work within CENTRAL PARC AT NORTH PORT. Notwithstanding the foregoing, the construction of in-ground swimming pools or in-ground spas within the Lots is strictly prohibited.

12.46.5 Subdivision of the Amenity Area. The criteria for direct exposure of soil within the Amenity Area was based upon an average soil arsenic concentration calculated using a 95% Upper Confidence Limit (UCL) approach with an exposure unit (EU) of 2.1 acres. Therefore, the portion of the Amenity Area consisting of Tract 400 of Phase 1 may not be subdivided into parcels smaller than 2.1 acres without prior written approval from DEP.

12.46.6 Land Use Restrictions. There shall be no construction or installation of in-ground swimming pools within the Lots. There shall be no use of the Recreational Areas or the Amenity Area for high intensity activities upon and within vegetated surfaces that would contribute to the degradation of the vegetated surfaces such as playground equipment, football, baseball, soccer, and other similar high intensity sporting activities. Without limiting the generality of the foregoing, pickle ball courts and tennis courts may be installed by Declarant or the Association within the Amenity Area on any paved surface (for example, asphalt or concrete). Playground equipment may be installed by Declarant or the Association within the Recreational Areas, provided the design incorporates a non-eroding ground cover system and the design is approved in writing by DEP.

12.46.7 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Declarant and all other Indemnified Parties against all Losses incurred by or asserted against any of the Indemnified Parties from and after the date hereof, as a result of or in any way related to the property within CENTRAL PARC AT NORTH PORT, including, without limitation, use of the Lots by Owners, their Lessees, guests, family members, invitees, or agents. Should any Owner, their Lessees, guests, family members, invitees, or guests bring suit against the Declarant, the District, the Builders, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

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

14. Requirement to Maintain Insurance.

14.1 Association Insurance.

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

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

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

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

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

## 14.2 Homes.

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

14.2.2 Requirement to Reconstruct or Demolish. In the event that any Home on a Lot is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or (ii) the Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. Notwithstanding anything contained herein to the contrary, in the event an Owner elects to perform the Required Demolition, the Association shall have the right to require such Owner to thereafter commence to rebuild the Home, and such reconstruction/rebuilding of the Home must be completed within one (1) year from the date from the date such Required Demolition is completed, or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. As to any such reconstruction of a destroyed Home or improvements,

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the same shall only be replaced as approved by the ACC. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by Section 14.2.2 shall be in accordance with the Community Standards and any other standards established by the Association with respect to any casualty that affects all or a portion of CENTRAL PARC AT NORTH PORT.

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

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

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



14.4 Fidelity Bonds. If available, the Association shall procure a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, managers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon the Board's reasonable business judgment.

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

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

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

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

14.9 Declarant and Builders have No Liability. Notwithstanding anything to the contrary in this Section, the Declarant, Builders, their officers, managers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers, managers, and directors shall not be liable to any Owner or any other person should the Association or any applicable fail for any reason whatsoever to obtain insurance coverage for the Common Areas or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

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

15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Builder, Owner, its Immediate Family Members, Lessees, guests and invitees, and every owner of an interest in CENTRAL PARC AT NORTH PORT shall have a non-exclusive right and easement of enjoyment in and to those

portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

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

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

15.1.3 The right of the Association to suspend rights hereunder, including, without limitation, voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes (2023);

15.1.4 The right of the Association to suspend an Owner's or Lessee's right to use (except vehicular and pedestrian ingress and egress and necessary utilities) all or a portion of the Common Areas or, to the extent authorized by the CDD, the Facilities, for any period during which any Assessments or District Maintenance Special Assessments levied against that Owner remains unpaid;

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

15.1.6 The right of the Declarant and/or the Association to modify the Common Areas as set forth in this Declaration;

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



15.1.8 The rights of the Declarant, Builders, the District and/or the Association regarding CENTRAL PARC AT NORTH PORT as reserved in this Declaration, including the right to utilize the same and to grant use rights to others; and

15.1.9 An Owner relinquishes his or her right to use of the Common Areas and Facilities during the time that a Home is leased to a Lessee.

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

15.3 Development Easement. In addition to the rights reserved elsewhere herein, the Declarant reserves an easement for itself and for Builders (subject to the terms and conditions of this Declaration with respect to Builders), and their nominees, over, upon, across, and under CENTRAL PARC AT NORTH PORT as may be required in connection with the development of CENTRAL PARC AT NORTH PORT, and other lands designated by the Declarant, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots, Homes, any portion of CENTRAL PARC AT NORTH PORT, and other lands designated by the Declarant. Without limiting the foregoing, the Declarant specifically reserves for itself and for Builders, and their subcontractors, suppliers and consultants, the right to use all paved roads and rights of way within CENTRAL PARC AT NORTH PORT for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas and Facilities. The Declarant and Builders shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas or Facilities as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas or Facilities, shall be deemed ordinary maintenance of the Association payable by all Owners as part of the Operating Expenses or as part of the District Maintenance Special Assessments. Without limiting the foregoing, at no time shall the Declarant and/or Builders be obligated to pay any amount to the Association on account of the Declarant's and/or Builders use of the Common Areas or Facilities. The Declarant and Builders intend to use the Common Areas and Facilities for sales of Lots and Homes. Further, the Declarant may market other residences and commercial properties located outside of CENTRAL PARC AT NORTH PORT from the Declarant's sales facilities located within CENTRAL PARC AT NORTH PORT. The Declarant and Builders have the right to use all portions of the Common Areas and Facilities in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas and Facilities for every other type of promotional or sales activity that may be employed in the marketing of residential homes, subject to the prior written approval of the Declarant. At no time shall the Declarant and/or Builders incur any expense whatsoever in connection with its use and enjoyment of such

rights and easements. The easements created by this Section 15.3, and the rights reserved herein in favor of the Declarant shall be construed as broadly as possible and supplement the rights of the Declarant set forth in this Declaration. Notwithstanding any other provision of this Declaration to the contrary, the exercise of such the easement rights reserved in favor of Builders pursuant to this Section 15.3 shall be subject to the Declarant's prior written authorization provided in an written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records.

15.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas and Facilities.

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

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

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

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across CENTRAL PARC AT NORTH PORT (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, Facilities, utilities, cables, wires and other similar facilities.

15.9 Drainage. A non-exclusive easement shall exist in favor of the Declarant, the Association, the District, and their designees, SWFWMD, the City, the County, and/or any governmental agency having jurisdiction over CENTRAL PARC AT NORTH PORT over, across and upon CENTRAL PARC AT NORTH PORT for drainage, irrigation and water management

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

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

15.11 Blanket Easement in Favor of District. The District shall also have blanket easements necessary for District operations over, above, across, and under CENTRAL PARC AT NORTH PORT. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the District.

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

16. Central Parc Community Development District.

16.1 Generally. Portions of CENTRAL PARC AT NORTH PORT may be owned by the CDD, such as roadways, entrance features, signs, columns, gates, irrigation facilities located on or servicing the Facilities, retention/detention areas, street lighting, open space areas, drainage systems, Perimeter Walls/Fences, Vegetated Perimeter Berms, SWMS, and/or utilities. To the extent certain portions of CENTRAL PARC AT NORTH PORT are owned by the CDD, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the CDD (the "**Facilities**"). Declarant hereby designates Tracts 100, 506 through 511, 601, 602, 603, 610, 612, 613, and 615 through 624 in Phase 1, and the SWMS as part of the Facilities. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE FACILITIES ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE

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ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE FACILITIES BE CONSIDERED AS COMMON AREA, UNLESS AND UNTIL ANY SUCH FACILITIES ARE CONVEYED TO AND ACCEPTED BY THE ASSOCIATION (IF AND AS APPLICABLE).

16.2 Creation of the CDD. The CDD may issue, or has issued, Special Assessment Bonds (the “**Bonds**”) to finance a portion of the cost of the Facilities. The CDD is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the CDD puts Homes and other portions of CENTRAL PARC AT NORTH PORT under the jurisdiction of the CDD. The CDD may be authorized to finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following: water and sewer facilities, environmental mitigation, landscape and hardscape features, roadways, the SWMS, utility plants and lines, land acquisition, Perimeter Walls/Fences, miscellaneous utilities for the community and other infrastructure projects and services necessitated by the development of, and serving lands, within CENTRAL PARC AT NORTH PORT (the “**Public Infrastructure**”). The estimated design, development, construction and acquisition costs for these Facilities may be funded by the CDD in one or more series of governmental bond financings utilizing special assessment bonds or other revenue backed bonds. The CDD may issue both long term debt and short term debt to finance the Public Infrastructure. The principal and interest on the special assessments bonds may be repaid through non ad valorem special assessments (the “**District Debt Service Assessments**”) levied on all developed and developable benefiting properties in the CDD, which property has been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds (the “**District Revenue Bonds**”) may be repaid through user fees, franchise fees or other use related revenues. In addition to the bonds issued to fund the Public Infrastructure costs, the CDD may also impose an annual non ad valorem special assessment to fund the operations of the CDD and the maintenance and repair of the Facilities and its Public Infrastructure and services (the “**District Maintenance Special Assessments**”).

16.3 CDD Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, County, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Sarasota County and disbursed to the CDD. The homestead exemption is not applicable to the CDD assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will be determined by the CDD. Any future CDD assessments and/or other charges due with respect to the Facilities are direct

obligations of Owner and are secured by a lien against Owner's Lot and Home. Failure to pay such sums may result in loss of an Owner's Lot and Home. The CDD may construct, in part or in whole, by the issuance of Bonds certain facilities that may consist of roadways, entrance features, signs, columns, gates, irrigation facilities located on or servicing the Facilities, retention/detention areas, street lighting, open space areas, drainage systems, Perimeter Walls/Fences, Vegetated Perimeter Berms, SWMS, and/or utilities, as the CDD determines in its sole discretion.

16.4 Common Areas and Facilities Part of CDD. Portions of the Common Areas may become part of the CDD. In such event, Common Areas will become part of the Facilities, will be part of the CDD and the CDD shall govern the use and maintenance of the Facilities. Some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Common Areas once conveyed to the CDD. ANY CONVEYANCE OF COMMON AREAS TO THE CDD SHALL IN NO WAY INVALIDATE THIS DECLARATION. The Declarant may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to either the CDD or the Association. If conveyed to the CDD, such portions of the Common Areas shall thereafter be part of the CDD Facilities. The CDD or the Association may promulgate rules, policies, regulations and/or covenants that may outline use restrictions for the Facilities, or the Association's responsibility to maintain the Facilities, if any. The establishment of the CDD and the inclusion of Facilities in the CDD will obligate each Owner to become responsible for the payment of District Debt Service Assessments and District Maintenance Special Assessments for the construction and operation of the Facilities as set forth in this Section.

16.5 Facilities Owned by CDD. The Facilities may be owned and operated by the CDD or owned by the CDD and maintained by the Association. The Facilities may be owned by a governmental entity other than the CDD. The Facilities shall be used and enjoyed by the Owners on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Facilities.

16.6 Retention/Detention Areas. THE FACILITIES MAY INCLUDE RETENTION/DETENTION AREAS. NEITHER THE DECLARANT, THE ASSOCIATION, THE DISTRICT, THE BUILDERS, NOR ANY NEIGHBORHOOD ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN CENTRAL PARC AT NORTH PORT; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE ASSOCIATION, THE DISTRICT, THE BUILDERS, NOR ANY NEIGHBORHOOD ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, THE ASSOCIATION, THE DISTRICT, THE BUILDERS, AND ANY NEIGHBORHOOD ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME, LOT OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, THE ASSOCIATION, THE DISTRICT, THE BUILDERS, OR ANY NEIGHBORHOOD ASSOCIATION THAT WATER LEVELS OR RETENTION/DETENTION



AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT, THE ASSOCIATION, THE DISTRICT, THE BUILDERS, AND ANY NEIGHBORHOOD ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN CENTRAL PARC AT NORTH PORT. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES THE RETENTION/DETENTION AREAS WITHIN CENTRAL PARC AT NORTH PORT MAY BE EXPOSED TO, AMONG OTHER THINGS AND EVENTS, FLOODING, POTENTIALLY DANGEROUS WILDLIFE AND INSECTS AND ODOR FROM ALGAE BLOOMS.

16.7 Right-of-Way. Subject to Sections 10 and 11 above, the District shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the sidewalk, irrigation facilities, trees and landscaping located in the right-of-way within or adjacent to any Facilities. Notwithstanding the District's responsibility to maintain the sidewalk within the right-of-way, Owners are responsible to pressure wash the portion of any sidewalk within such Owners' Lot and in the right-of-way immediately adjacent to Owner's Lot, and the Association is responsible to pressure wash any portion of the sidewalk within the Common Areas and in the right-of-way immediately adjacent to any Common Areas. The cost associated with any such maintenance of the right-of-way shall be charged to Owners as part of the District Maintenance Special Assessments. Each Owner agrees to reimburse the District any expense incurred in repairing any damage to trees or landscaping caused by such Owner's negligent or willful acts.

16.8 Perimeter Walls/Fences/Vegetated Perimeter Berms. The Declarant and/or Builders may install perimeter walls or fences within CENTRAL PARC AT NORTH PORT (the "Perimeter Walls/Fences"). The Declarant must also install vegetated perimeter berms within CENTRAL PARC AT NORTH PORT as more particularly described in the DRC (the "Vegetated Perimeter Berms"). The District shall have the obligation to maintain, repair, and replace any Perimeter Walls/Fences within the Facilities and the Vegetated Perimeter Berms within CENTRAL PARC AT NORTH PORT, including all maintenance obligations set forth in the DRC and the Engineering Control Maintenance Plan approved by DEP in connection with the DRC; however, each Owner shall be responsible for the routine maintenance and cleaning of the interior of any Perimeter Walls/Fences, or portion thereof, located on Owner's Lot, and the Association shall be responsible for the maintenance, repair, and replacement of any Perimeter Walls/Fences within the Common Areas. The District shall perform any such maintenance, repairs or replacement of the Perimeter Walls/Fences and the Vegetated Perimeter Berms at its discretion and the costs of such maintenance, repairs or replacement shall be charged to Owners as part of the District Maintenance Special Assessments. Election of the District not to undertake any such maintenance, replacement or repair of the Perimeter Walls/Fences or the Vegetated Perimeter Berms shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, with the exception of any Vegetated Perimeter Berms required by the DRC, the Declarant neither commits to, nor shall hereby be obligated to, construct any Perimeter Walls/Fences.

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16.9 Irrigation Facilities. The District shall be responsible for the maintenance, repair and replacement of the irrigation system and irrigation facilities serving the Facilities, including any irrigation facilities located within the right-of-way adjacent to any Facilities and including the Vegetated Perimeter Berms. The cost associated with any such maintenance of the irrigation system conducted by the District shall be charged to Owners as part of the District Maintenance Special Assessments. Each Owner agrees to reimburse the District any expense incurred in repairing any irrigation system facilities caused by such Owner's negligent or willful acts, or the negligent or willful act of such Owner's Lessees, Immediate Family Members, guests or invitees.

16.10 Master Metered Irrigation Water Usage. The District will provide irrigation water to CENTRAL PARC AT NORTH PORT. Any costs associated with irrigation water usage for all Facilities shall be deemed part of the District Maintenance Special Assessments. The costs associated with irrigation water usage for all Lots shall be deemed part of the District Maintenance Special Assessments. Owners will not receive an itemized bill for irrigation water usage fees and there will be no method for prorating the costs of irrigation water usage to individual Lots. EACH OWNER ACKNOWLEDGES THAT SOME LOTS WITHIN CENTRAL PARC AT NORTH PORT MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS WITHIN CENTRAL PARC AT NORTH PORT. NOTWITHSTANDING THE FOREGOING, ALL IRRIGATION WATER USAGE EXPENSES FOR ALL LOTS SHALL BE DEEMED PART OF THE DISTRICT MAINTENANCE SPECIAL ASSESSMENTS, AND EACH OWNER OF A LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS BASED ON LOT SIZE OR LOT TYPE, AS DETERMINED BY THE DISTRICT.

EACH OWNER ACKNOWLEDGES RECLAIMED WATER MAY BE USED FOR IRRIGATION PURPOSES. NEITHER THE DECLARANT NOR THE ASSOCIATION OR THE DISTRICT MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE AVAILABILITY OR QUALITY OF RECLAIMED WATER; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION OR THE DISTRICT BEAR ANY RESPONSIBILITY FOR THE REPLACEMENT OF SOD, GRASS, SHRUBS, TREES, OR OTHER LANDSCAPING WITHIN A LOT NECESSITATED BY THE LACK OF RECLAIMED WATER FOR IRRIGATION. FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION NOR THE DISTRICT BEAR ANY RESPONSIBILITY FOR THE REPAIR, REPLACEMENT OR MAINTENANCE OF THE IRRIGATION SYSTEMS DUE TO DAMAGE CAUSED BY THE QUALITY OF THE RECLAIMED WATER.

16.11 Paved and Concrete Facilities. Certain paved areas and concrete surfaces within CENTRAL PARC AT NORTH PORT may be part of the Facilities under the jurisdiction of the District. Without limiting any other provision of this Declaration, the District is responsible for the maintenance, repair and/or resurfacing of any paved and concrete surfaces forming a part of the Facilities. Although pavement appears to be a durable material, it requires maintenance. The District shall have the right, but not the obligation, to arrange for periodic inspections of any paved and concrete surfaces forming a part of the Facilities by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the District Maintenance Special

Assessments. The District shall determine periodically the parameters of the inspection to be performed, if any.

16.12 Drainage Improvements. The CDD shall be solely responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, drainage easements, or other improvements (the "**Drainage Improvements**"), and which may be located within Common Areas, Facilities, or Lots and such Drainage Improvements are considered part of the SWMS; provided, however, except as otherwise provided herein or except as otherwise maintained by the CDD, the Association shall be responsible for the landscaping and routine maintenance of any drainage easements located upon the Lots and the Recreational Facilities. The CDD shall be responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all easements, swales, buffers and vegetative areas at all times. Should any area of drainage pattern demonstrate a pooling or flooding effect, the CDD shall be responsible to rectify the drainage pattern to its original intended design and any and all costs associated with such repairs shall be payable by all Owners as part of the District Maintenance Special Assessments.

16.13 District Facilities. The District may contract with the Association for the maintenance, repair, and replacement of the Facilities, subject to any written agreement accepted by the Association.

17. Assessments.

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

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

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

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

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17.2.3 Any specific fees, dues or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use ("**Use Fees**");

17.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the "**Reserves**"). Reserves shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are established; and

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

17.2.6 Assessments for which Owners in a particular Neighborhood or Neighborhoods are subject in order to fund Neighborhood Expenses ("**Neighborhood Assessments**"). The Association is hereby authorized to levy Neighborhood Assessments against all Lots subject to Assessment in the Neighborhood to fund Neighborhood Expenses. The lien for Neighborhood Assessments may be foreclosed in the same manner as any other Assessment.

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

17.4 Allocation of Operating Expenses.

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner and Builder shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of all Lots in CENTRAL PARC AT NORTH PORT conveyed to Owners and Builders or any greater number determined by the Declarant from time to time. The Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners. Notwithstanding the foregoing or any other provision in this Declaration to the contrary, any Lot owned by Builder that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "**Vacant Lot**") shall be assessed at twenty-five percent (25%) of the applicable rate of Installment Assessments established for Vacant Lots until the Lot is conveyed by Builder to an Owner or a Certificate of Occupancy is issued for a Home on the Lot. At such time as a Certificate of Occupancy for a Home is issued or a Vacant Lot improved with a Home is conveyed by Developer or Builder to an Owner, then the Lot shall be deemed a fully assessed Lot and shall be assessed at one hundred percent (100%) of the applicable rate of Installment Assessments established for Lots and Homes. In no event, however, will Special Assessments be levied against Declarant for any Lot owned by Declarant or against a Builder for any Vacant Lot owned by Builder.

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

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

17.5 General Assessments Allocation. Installment Assessments and Reserves (if any) shall be uniform for all Lots improved with a Home, except as provided herein. Special Assessments and Reserves shall be allocated equally to each Owner and Builder, except as

provided herein. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of the Declarant pursuant to Section 17.8 of this Declaration, Vacant Lots shall not be assessed the full Assessment until such Lots are conveyed to an Owner by Declarant or a Builder or a Certificate of Occupancy is issued for a Home on the Lot. Notwithstanding any other provision to the contrary, Vacant Lots shall not be responsible for Reserves.

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

17.7 Commencement of First Assessment. Assessments shall commence as to each Owner and Builder on the day of the conveyance of title of a Lot to such Owner or Builder, subject to the reduction for Vacant Lots as set forth in Section 17.4.1. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's and Builder's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or Facilities or by abandonment of the Lot upon which the Assessments are made.

17.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners in the prior fiscal year, it is possible the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, the Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners, Builders, and other income of the Association, including, without limitation, late fees and interest, but excluding any Initial Contributions, Amenity Contributions, and Resale Contributions (the "**Deficit**"), or (ii) pay Installment Assessments on Homes or Lots owned by the Declarant at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots, owned by Declarant. Notwithstanding any other provision of this Declaration to the contrary, the Declarant shall never be required to (i) pay Assessments if the Declarant has elected to fund the Deficit instead of paying Assessments on Homes or Lots owned by the Declarant, (ii) pay Special Assessments, Individual Assessments or Reserves, or (iii) fund deficits due to delinquent Owners or Builders. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Board's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus Assessments to Owners or Builders. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for funding the Deficit, and waiving its right to exclusion from Assessments. Upon giving such notice, or upon Turnover,

whichever is sooner, each Lot owned by the Declarant shall thereafter be assessed at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots, owned by Declarant. The Declarant shall not be responsible for any Reserves, Individual Assessments or Special Assessments, even after the Turnover. The Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners or Builders, or at the amount established for Vacant Lots, as applicable, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2023). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2023), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

17.9 Budgets. The initial budget prepared by the Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Board. Assessments shall be payable by each Owner as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

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

17.10.1 Installment Assessments and Neighborhood Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2023). The Board may from time to time determine when the Installment Assessments and Neighborhood Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments and Neighborhood Assessments shall be collected in advance on a monthly basis;

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

17.10.3 The Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management

company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Association.

17.11 Initial Contribution and Amenity Contribution. The first purchaser of each Home from the Declarant or a Builder, at the time of closing of the conveyance from the Declarant or a Builder to the purchaser, shall pay to the Association an initial contribution in the amount of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00) (the "**Initial Contribution**"). In addition to the Initial Contribution, the first purchaser of each Home from the Declarant or a Builder, at the time of closing of the conveyance from the Declarant or a Builder to the purchaser, shall pay to the Association an amenity contribution in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) (the "**Amenity Contribution**"). The funds derived from the Initial Contributions and Amenity Contributions are income to the Association and may be used by the Board at any time after Turnover exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to CENTRAL PARC AT NORTH PORT, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs, but may not be used for the payment of Operating Expenses prior to Turnover. Notwithstanding any other provision of this Declaration to the contrary, a Builder purchasing a Lot from the Declarant shall not be obligated to pay the Initial Contribution or the Amenity Contribution to the Association, but shall be obligated to collect the Initial Contribution and Amenity Contribution and remit the same to the Association upon conveyance of a Home to an Owner.

17.12 Resale Contribution. After the Home has been conveyed by the Declarant or a Builder, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount equal to SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00) (the "**Resale Contribution**") payable to the Association. The Resale Contribution shall not be applicable to conveyances from the Declarant or any Builder. The funds derived from the Resale Contributions are income to the Association and may be used by the Board at any time after Turnover exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to CENTRAL PARC AT NORTH PORT, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs, but may not be used for the payment of Operating Expenses prior to Turnover.

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

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evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay the Association, or its Manager (as defined below), as applicable, a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

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

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

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to (i) the liens of all taxes, bonds, assessments, including CDD assessments, and other governmental levies which by law would be superior, and (ii) the lien or charge of a bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2023). Any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) and Builders, subject to the reduction for Vacant Lots as set forth in Section 17.4.1, as a part of the Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association

if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

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

17.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and No/100 Dollars (\$25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner or Builder, subject to the reduction for Vacant Lots as set forth in Section 17.4.1, may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, then to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein, neither the Declarant nor the District shall be responsible for any Assessments of any nature or any portion of the Operating Expenses, except as the record title owner of a Home, if applicable. Further, and notwithstanding anything to the contrary herein, the Declarant and the District shall not be responsible for Special Assessments or Reserves. The Declarant, at the Declarant's sole option, may pay Assessments on Lots owned by it, or fund the Deficit, if any, as set forth in Section 17.8 herein. In addition, the Board shall have the right to exempt any portion of CENTRAL PARC AT NORTH PORT subject to this Declaration from the Assessments, provided that such part of

CENTRAL PARC AT NORTH PORT exempted is used (and as long as it is used) for any of the following purposes:

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

17.19.2 Any of CENTRAL PARC AT NORTH PORT exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

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

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

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

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



18. Information to Lenders, Builders and Owners.

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

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

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

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

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

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

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

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

19. Architectural Control.

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

Community Completion Date, the Board shall have the same rights as the Declarant with respect to the ACC.

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

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

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

19.5 Community Standards. Each Owner, and its contractors and employees shall observe, and comply with, the Community Standards or any other standards that now or may hereafter be promulgated by the Declarant or the ACC. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner or Builder to alter the improvements approved by the ACC and previously constructed. Until the Community Completion Date, the Declarant shall have the right to approve the Community Standards, which approval, may be granted or denied in its sole discretion.

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

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19.7 Power and Duties of the ACC. No improvements shall be constructed on a Lot, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or installed upon a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by the Declarant or Builders (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

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

19.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

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

19.8.3 No later than forty-five (45) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said forty-five (45) day period, the plans and specifications shall be deemed disapproved by the ACC.

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

19.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than forty-five (45) days after such meeting. In the event the ACC fails to provide the applicant such written decision within said forty-five (45) days, the plans and specifications shall be deemed disapproved.

19.8.6 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within forty-five (45) days of the applicant's receipt of the ACC's written review and disapproval. Review by the Board shall take place no later than forty-five (45) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within forty-five (45) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

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

19.10 Variances. The Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

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

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

19.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in CENTRAL PARC AT NORTH PORT shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a

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diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in CENTRAL PARC AT NORTH PORT shall be kept clear of construction vehicles, construction materials and debris at all times. Except for any construction office or trailer used by a Builder and approved by the Declarant, no construction office or trailer shall be kept in CENTRAL PARC AT NORTH PORT and no construction materials shall be stored in CENTRAL PARC AT NORTH PORT, subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Community Standards. If an Owner (or any of its respective contractors and employees) shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

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

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

19.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within CENTRAL PARC AT NORTH PORT. Each Owner shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate

requirements to be inserted in all contracts relating to construction within CENTRAL PARC AT NORTH PORT and each Owner shall include the same therein.

19.13 Inspection. There is specifically reserved to the Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of CENTRAL PARC AT NORTH PORT at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

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

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

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

19.17 Certificate of Compliance. If requested in writing by an Owner to the ACC, prior to the occupancy of any improvement constructed or erected on any Lot by other than the Declarant, its designees or a Builder, the ACC shall provide to such Owner a Certificate of Compliance from the ACC, certifying whether the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Section 19.

19.18 Exemption. Notwithstanding anything to the contrary contained in the Governing Documents, including, without limitation, the Community Standards, any improvements of any



nature made or to be made by the Declarant, any Builder, the CDD, or their agents, assigns or its Contractors, agents, and assigns, including, without limitation, improvements made or to be made to the Common Areas or Facilities, as applicable, or any Lot or Home, shall not be subject to the review and approval by the ACC or the Association; provided, however, all improvements of any nature whatsoever made or to be made by a Builder, or its agents, assigns or Contractors, shall be subject to the Community Standards and subject to review and approval by the Declarant pursuant to a separate agreement.

19.19 Exculpation. The Declarant, the Association, the directors or officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or Builder or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of the Declarant, the Association, ACC or their members, officers, managers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant, the Association or their respective directors, officers, or managers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of the Declarant, the Association, or ACC or their respective members, officers, managers, or directors in connection with the provisions of this Section 19. The Association does hereby indemnify, defend and hold the Declarant and the ACC, and each of their members, officers, managers, directors, shareholders and any related persons or corporations and their employees, harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, ACC or their members, officers, managers, and directors. The Declarant, the Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

20. Enforcement.

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

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

20.1.2 Cause any damage to any improvement or Common Areas or Facilities;

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



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

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

20.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, the Declarant or the Association shall notify the Owner of the violation, by delivering written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after receipt of such written notice, the party entitled to enforce same may, at its option:

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

20.2.2 Commence an action to recover damages; and/or

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

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy shall be assessed against the Owner as an Individual Assessment, and shall be immediately due and payable without further notice.

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

20.4 Rights Cumulative. All rights, remedies, and privileges granted to the Declarant, the CDD, the Builders, the Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be

cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration and the Community Standards may be enforced by the Declarant and/or, where applicable, Owners, the District, Builders, and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards. Further, neither the Association nor the Declarant has any obligation whatsoever to become involved in any dispute between Owners in connection with this Declaration. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards. SWFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

20.6 Fines and Suspensions. The Board may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2023), against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting SWFWMD.

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

20.6.2 A fine or suspension may not be imposed without delivery of a notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing delivered to the Owner, Lessee, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If the Association imposes a fine or suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee. The notice and hearing requirements under this Section 20.6.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Board.

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20.6.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, Lessee, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, Lessee, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

20.6.4 The Violations Committee may approve a fine imposed by the Board against the Owner in the amount of One Hundred and No/100 Dollars (\$100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, Lessee, guest or invitee. Fines shall be paid not later than five (5) days after receipt of notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board. Any fine in excess of One Thousand and No/100 Dollars (\$1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

21. Additional Rights of Declarant and Builders.

21.1 Sales and Administrative Offices. The Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of CENTRAL PARC AT NORTH PORT and sales and re-sales of Lots, Homes and/or other properties owned by the Declarant or others outside of CENTRAL PARC AT NORTH PORT. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of CENTRAL PARC AT NORTH PORT, including Common Areas or Facilities, as applicable, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas or Facilities, as applicable, to show Lots or Homes. Builders shall have the right to maintain models and parking associated therewith, on such portions of CENTRAL PARC AT NORTH PORT designated by the Declarant, without the payment of rent or any other fee for the purposes of development, marketing and sales of Lots or Homes within CENTRAL PARC AT NORTH PORT. The models, signs and all items pertaining to development and sales remain the property of the Declarant and/or Builders, as applicable. The Declarant and Builders shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date. Notwithstanding any other provision of this Declaration to the contrary, the exercise by a Builder of the rights granted to Builders pursuant to this Section 21.1 shall be subject to the prior written approval by the Declarant as to the location, design and quality of all model homes, trailers, and temporary structures used by such Builder within CENTRAL PARC AT NORTH PORT, which approval shall not be unreasonably withheld, conditioned or delayed.

21.2 Modification. The development and marketing of CENTRAL PARC AT NORTH PORT will continue as deemed appropriate in the Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of CENTRAL PARC AT NORTH PORT to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which the Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. The Association and Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments which the Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

21.3 Promotional Events. Prior to the Community Completion Date, the Declarant, Builders and their assigns, shall have the right, at any time, to hold marketing, special and/or promotional events within CENTRAL PARC AT NORTH PORT and/or on the Common Areas without any charge for use. The Declarant, Builders, and their agents, affiliates, or assignees shall have the right to market CENTRAL PARC AT NORTH PORT in advertisements and other media by making reference to CENTRAL PARC AT NORTH PORT, including, but not limited to, pictures or drawings of CENTRAL PARC AT NORTH PORT, Common Areas, Parcels, Lots and Homes constructed in CENTRAL PARC AT NORTH PORT. All logos, trademarks, and designs used in connection with CENTRAL PARC AT NORTH PORT are the property of the Declarant, and the Association shall not have a right to use the same after the Community Completion Date except with the express written permission of the Declarant.

21.4 Use by Prospective Purchasers. Prior to the Community Completion Date, the Declarant and Builders shall have the right, without charge, to use the Common Areas and Facilities, for the purpose of entertaining prospective purchasers of Lots, Homes, or other properties owned by the Declarant outside of CENTRAL PARC AT NORTH PORT.

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

21.6 Management. The Association may contract with a third party ("**Manager**") for management of the Association, the Common Areas and the Facilities, if applicable.

21.7 Easements. Until the Community Completion Date, the Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services, and other purposes over, under, upon and across CENTRAL PARC AT NORTH PORT so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners or Builders. By way of example, and not of limitation, the Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of the Declarant, in perpetuity, for such purposes. Without limiting the foregoing, the Declarant

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may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot. As an illustration, the Declarant may grant an easement for telecommunications systems, irrigation facilities, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. The Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by the Declarant: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by the Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of the Declarant which may be granted or denied in its sole discretion.

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

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

21.10 Representations. Neither the Declarant nor any Builder makes any representations concerning development both within and outside the boundaries of CENTRAL PARC AT NORTH PORT including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on CENTRAL PARC AT NORTH PORT or adjacent to or near CENTRAL PARC AT NORTH PORT, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

21.11 [Intentionally Deleted].

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21.12 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT, ANY BUILDER, THE DISTRICT, THE ASSOCIATION, NOR ANY NEIGHBORHOOD ASSOCIATION, SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF CENTRAL PARC AT NORTH PORT INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

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

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

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

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

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

21.15 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. THE DECLARANT AND BUILDERS ARE RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO THE DECLARANT AND BUILDER; ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR THE DECLARANT TO SUBJECT CENTRAL PARC AT NORTH PORT TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE DECLARANT, BUILDERS AND THEIR OFFICERS, MANAGERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE DECLARANT, BUILDERS, THEIR OFFICERS, MANAGERS, DIRECTORS, EMPLOYEES,

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AGENTS, AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

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

21.17 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of CENTRAL PARC AT NORTH PORT, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 5 of this Declaration, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of CENTRAL PARC AT NORTH PORT without the Declarant's prior review and prior written consent. Evidence of the Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

21.18 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in CENTRAL PARC AT NORTH PORT shall be subject to the prior written approval of the Declarant. The Declarant shall deliver notice of the Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If the Declarant fails to deliver notice of the Declarant's approval or disapproval within such thirty (30) day period, the Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained. This Section 21.18 shall not apply to Builders.

21.19 Use Name of "CENTRAL PARC AT NORTH PORT". No person or entity shall use the name "CENTRAL PARC AT NORTH PORT," its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's prior written approval. Until the Turnover Date, the Declarant shall have the sole right to approve the use of CENTRAL PARC AT NORTH PORT name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name "CENTRAL PARC AT NORTH PORT" in printed or promotional matter where such term is used solely to specify that particular property is located within CENTRAL PARC AT NORTH PORT. This Section 21.19 shall not apply to Builders.

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

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

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

24. General Provisions.

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

24.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

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

24.4 Affirmative Obligation of the Association. In the event the Association believes that the Declarant or any Builder has failed in any respect to meet their obligations under this

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

24.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing, or when transmitted by any form of Electronic Transmission in accordance with Section 24.12 below.

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

24.7 Construction Activities. ALL OWNERS, LESSEES, OCCUPANTS AND USERS OF CENTRAL PARC AT NORTH PORT ARE HEREBY PLACED ON NOTICE THAT (1) THE DECLARANT, DISTRICT, BUILDERS AND/OR THEIR RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO CENTRAL PARC AT NORTH PORT WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF CENTRAL PARC AT NORTH PORT, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO CENTRAL PARC AT NORTH PORT WHERE SUCH ACTIVITY IS BEING

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CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE DECLARANT, DISTRICT, BUILDERS AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM THE DECLARANT'S, DISTRICT'S OR BUILDER'S RESPECTIVE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF CENTRAL PARC AT NORTH PORT HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

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

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

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payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association.

24.10 Enforcement of Governing Documents. Enforcement of the Governing Documents, including, without limitation, this Declaration, may be by proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, Builders, or any Owner may, but shall not be required to, seek enforcement of the Governing Documents.

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

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

25. Surface Water Management System.

25.1 General. The CDD shall be responsible for maintenance, operation and repair of the SWMS in CENTRAL PARC AT NORTH PORT. All the SWMS within CENTRAL PARC AT NORTH PORT, excluding those areas (if any) normally maintained by the County, the City or another governmental agency, will be the ultimate responsibility of the CDD, whose agents, employees, contractors and subcontractors may enter any portion of the SWMS and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. Notwithstanding the CDD's ultimate responsibility for the maintenance of the SWMS, the Association shall have the right to enforce the provisions of this Section 25 to the extent the CDD does not take enforcement action.

25.1.1 Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SWMS without the prior written consent of SWFWMD. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within CENTRAL PARC AT NORTH PORT wetland mitigation areas or retention/detention areas, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SWFWMD. Construction

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and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Permit may be conducted without specific written approval from SWFWMD.

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

25.1.3 No Lot, Parcel or Common Area shall be increased in size by filling in any retention/detention area that it abuts. No Owner shall alter or fill a swale or ditch on any Lot or other area within CENTRAL PARC AT NORTH PORT that is a component of the Drainage Improvements without the prior written consent of the Association and District. No person other than the Declarant, the District or the Association may draw water for irrigation or other purposes from any retention/detention areas, nor is any boating, wading, or swimming in such retention/detention areas allowed.

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

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

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

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

25.1.8 If the Association ceases to exist and the District does not own and operate all the SWMS, the SWMS shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310, Florida Administrative Code (2019), and the

Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by SWFWMD prior to such termination, dissolution, or liquidation.

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

25.1.10 Each Owner within CENTRAL PARC AT NORTH PORT at the time of the construction of a Home or structure shall comply with the construction plans for the SWMS approved and on file with SWFWMD. 25.1.11 Owners shall not remove native vegetation (including cattails) that becomes established within the retention/detention areas abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the retention/detention areas to SWFWMD.

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

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

## 26. Resolution of Disputes.

26.1 By acceptance of a deed to a Lot, each Owner specifically agrees that the purchase of a Lot involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Declaration or any dealings between the Lot Owner and the Declarant; (2) arising by virtue of any representations, promises or warranties alleged to have been made by the Declarant or the Declarant's representatives; (3) relating to personal injury or property damage alleged to have been sustained by the Owner, the Owner's children or other occupants

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of the Lot; or (4) issues of formation, validity or enforceability of this Section 26. Each Owner agrees to the foregoing on behalf of his or her children and other occupants of the Lot with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

26.2 Any and all mediations commenced by any Owner or Declarant shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

26.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) or includes a demand for punitive damages, the Dispute shall be heard and determined by three (3) arbitrators; however, if mutually agreed to by the Lot Owner and the Declarant, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

26.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. By acceptance of a deed to a Lot, each Owner specifically agrees (i) that any Dispute involving the Declarant's affiliates, directors, officers, managers, employees and agents shall also be subject to mediation and arbitration as set

forth herein, and shall not be pursued in a court of law or equity; (ii) that the Declarant may, at its sole election, include the Declarant's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (iii) that the mediation and arbitration will be limited to the parties specified herein.

26.5 To the fullest extent permitted by applicable law, by acceptance of a deed to a Lot, each Owner specifically agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, by acceptance of a deed to a Lot, each Owner agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

26.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

26.7 An Owner may obtain additional information concerning the rules of the AAA by visiting its website at [www.adr.org](http://www.adr.org) or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

26.8 The Declarant supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

26.8.1 Notwithstanding the requirements of arbitration stated in this Section 26, each Owner shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

26.8.2 Prior to Turnover, the Declarant agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

26.8.3 The fees for any claim pursued via arbitration in an amount of Ten Thousand and No/100 Dollars (\$10,000.00) or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

26.9 Notwithstanding the foregoing, if either the Declarant or an Owner seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

26.10 THE DECLARANT AND EACH OWNER BY ACCEPTANCE OF A DEED TO A LOT SPECIFICALLY AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS THE DECLARANT FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 26.4 ABOVE.

26.11 The District shall not be required to engage in mediation or arbitration for enforcement of its rights under this Declaration or for any other dispute.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

**WITNESSES:**

**“DECLARANT”**

SABAL TRACE DEVELOPMENT PARTNERS, LLC,  
a Florida limited liability company

By: Fields-Realty, LLC, a Florida limited liability  
company, as its Manager

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

By: \_\_\_\_\_  
Name: Kim B. Fields  
Title: Authorized Member

[Company Seal]

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

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

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024 by Kim B. Fields, as Authorized Member of Fields-Realty, LLC, a Florida limited liability company and the Manager of SABAL TRACE DEVELOPMENT PARTNERS, LLC, a Florida limited liability company, on behalf of the companies, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

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

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

**JOINDER**

For good and valuable consideration in hand paid, FIELDS-REALTY, LLC, a Florida limited liability company (the "**Mortgagee**"), as owner and holder of that certain Mortgage and Assignment of Rents and Leases recorded in the Official Records as Instrument No. 2017131382, Public Records of Sarasota County, Florida, as modified by Mortgage Modification and Receipt of Future Advance Agreement recorded in the Official Records as Instrument No. 2022200643, together with UCC-1 Financing Statement recorded in the Official Records as Instrument No. 2017131383, as amended by UCC-3 Financing Statement recorded in the Official Records as Instrument No. 2022200644, Public Records of Sarasota County, Florida (collectively, the "**Mortgage**"), securing all of the real property described therein, hereby consents to the making and recording of the COMMUNITY DECLARATION FOR CENTRAL PARC AT NORTH PORT (the "**Declaration**") to which this Joinder is attached. Mortgagee hereby consents and agrees that the aforesaid Mortgage held by Mortgagee is and shall be subject and subordinate to the foregoing Declaration.

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**WITNESSES:**

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

**MORTGAGEE:**

FIELDS-REALTY, LLC, a Florida limited liability company  
  
By: \_\_\_\_\_  
Name: Kim B. Fields  
Title: Authorized Member

[Corporate Seal]

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

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Kim B. Fields, as Authorized Member of FIELDS-REALTY, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

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

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

**JOINDER**

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**WITNESSES:**

CENTRAL PARC AT NORTH PORT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
As its: \_\_\_\_\_

[Corporate Seal]

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

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

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] Online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as President of CENTRAL PARC AT NORTH PORT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

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

**LIMITED JOINDER**

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes (the "**District**") does hereby join in the COMMUNITY DECLARATION FOR CENTRAL PARC AT NORTH PORT (the "**Declaration**"), to which this Joinder is attached, for the limited purpose of acknowledging and accepting the obligations imposed on the District as set forth in Sections 12.46 and 25 of the Declaration, and the terms of those sections are and shall be binding upon the District. District agrees this Joinder is for the purpose of evidencing District's acceptance of the obligations provided in Sections 12.46 and 25 of the Declaration and does not affect the validity of this Declaration as the District has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**WITNESSES:**

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
As its: \_\_\_\_\_

[Corporate Seal]

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

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

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] Online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

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

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



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

A PARCEL OF LAND LYING IN PORTIONS OF SECTIONS 28, 29, 32 AND 33, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, AND THE SOUTHEAST CORNER OF SECTION 29, AND THE NORTHEAST CORNER OF SECTION 32, AND THE NORTHWEST CORNER OF SECTION 33; THENCE N.00°22'00"W. ALONG THE WEST LINE OF SECTION 28 AND THE EAST LINE OF SECTION 29, FOR 172.64 FEET TO THE POINT OF BEGINNING;

THENCE S.45°46'34"E., FOR 277.32 FEET TO A POINT ON A CURVE;

THENCE SOUTHWESTERLY 132.32 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 1,050.00 FEET THROUGH A CENTRAL ANGLE OF 07°13'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.36°02'00"W. FOR 132.23 FEET;

THENCE S.32°25'23"W., FOR 22.10 FEET TO A POINT OF CURVATURE;

THENCE WESTERLY 51.38 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET THROUGH A CENTRAL ANGLE OF 84°06'47" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.74°28'47"W. FOR 46.89 FEET TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY 141.13 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 14°42'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.70°48'54"W. FOR 140.75 FEET;

THENCE S.10°47'31"W., FOR 185.05 FEET TO A POINT ON A CURVE;

THENCE EASTERLY 127.80 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 365.00 FEET THROUGH A CENTRAL ANGLE OF 20°03'40" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.67°36'27"E. FOR 127.15 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE SOUTHEASTERLY 112.86 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 875.00 FEET THROUGH A CENTRAL ANGLE OF 07°23'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.53°52'54"E. FOR 112.79 FEET;

THENCE S.34°14'28"W., FOR 119.86 FEET;

THENCE S.25°47'46"W., FOR 428.54 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY 672.92 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 1,800.00 FEET THROUGH A CENTRAL ANGLE OF 21°25'11" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.36°30'22"W. FOR 669.01 FEET;

THENCE S.47°12'36"W., FOR 314.31 FEET;

THENCE S.19°02'27"E., FOR 229.37 FEET;

THENCE S.70°57'32"W., FOR 69.43 FEET TO A POINT OF CURVATURE;

THENCE WESTERLY 243.65 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET THROUGH A CENTRAL ANGLE OF 39°53'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.89°05'53"W. FOR 238.76 FEET;

THENCE N.69°09'18"W., FOR 1,041.93 FEET;

THENCE N.22°04'06"W., FOR 232.53 FEET;

THENCE N.05°20'00"E., FOR 133.96 FEET;

THENCE N.09°57'32"E., FOR 637.41 FEET;

THENCE N.00°17'24"W., FOR 100.20 FEET;

THENCE N.89°52'24"E., FOR 289.90 FEET TO A POINT OF CURVATURE;

THENCE EASTERLY 282.67 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 385.00 FEET THROUGH A CENTRAL ANGLE OF 42°04'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.68°50'24"E. FOR 276.36 FEET;

THENCE N.42°11'36"W., FOR 184.98 FEET;

THENCE S.48°39'32"W., FOR 2.97 FEET TO A POINT ON A CURVE;

THENCE WESTERLY 208.99 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET THROUGH A CENTRAL ANGLE OF

59°52'14" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.78°35'38"W. FOR 199.61 FEET;

THENCE N.18°31'45"E., FOR 127.47 FEET TO A POINT ON A CURVE;

THENCE NORTHERLY 117.25 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 640.00 FEET THROUGH A CENTRAL ANGLE OF 10°29'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.18°12'58"W. FOR 117.08 FEET;

THENCE N.12°58'04"W., FOR 184.08 FEET TO A POINT OF CURVATURE;

THENCE NORTHERLY 578.60 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 5,180.00 FEET THROUGH A CENTRAL ANGLE OF 06°24'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.09°46'04"W. FOR 578.30 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHERLY 304.76 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 685.00 FEET THROUGH A CENTRAL ANGLE OF 25°29'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.19°18'48"W. FOR 302.25 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHERLY 276.45 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 675.00 FEET THROUGH A CENTRAL ANGLE OF 23°27'56" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.20°19'33"W. FOR 274.52 FEET;

THENCE N.80°33'29"E., FOR 130.02 FEET TO A POINT ON A CURVE;

THENCE NORTHERLY 6.77 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 545.00 FEET THROUGH A CENTRAL ANGLE OF 00°42'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.08°02'06"W. FOR 6.77 FEET;

THENCE N.07°40'45"W., FOR 728.23 FEET; TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY 381.87 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 580.00 FEET THROUGH A CENTRAL ANGLE OF 37°43'24" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.26°32'27"W. FOR 375.01 FEET;

THENCE N.45°24'09"W., FOR 254.22 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY 20.35 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET THROUGH A CENTRAL ANGLE OF 24°17'09"

AND BEING SUBTENDED BY A CHORD WHICH BEARS N.57°32'44"W. FOR 20.19 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHEASTERLY 243.44 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET THROUGH A CENTRAL ANGLE OF 214°34'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.37°36'10"E. FOR 124.12 FEET;

THENCE N.44°35'01"E., FOR 136.06 FEET;

THENCE S.45°24'09"E., FOR 40.00 FEET;

THENCE S.44°35'01"W., FOR 160.52 FEET TO A POINT ON A CURVE;

THENCE SOUTHERLY 74.26 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 56.93 FEET THROUGH A CENTRAL ANGLE OF 74°44'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.05°19'15"E. FOR 69.11 FEET;

THENCE S.45°24'09"E., FOR 196.20 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY 414.79 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 630.00 FEET THROUGH A CENTRAL ANGLE OF 37°43'24" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.26°32'27"E. FOR 407.34 FEET;

THENCE S.07°40'45"E., FOR 703.59 FEET;

THENCE N.82°19'15"E., FOR 204.85 FEET;

THENCE S.07°40'45"E., FOR 24.40 FEET TO A POINT ON A CURVE;

THENCE SOUTHEASTERLY 299.44 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET THROUGH A CENTRAL ANGLE OF 59°09'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.37°15'16"E. FOR 286.31 FEET;

THENCE S.00°10'27"W., FOR 150.00 FEET;

THENCE S.07°50'17"E., FOR 265.03 FEET;

THENCE S.82°08'53"E., FOR 73.49 FEET;

THENCE S.20°24'11"E., FOR 373.99 FEET;

THENCE S.25°31'07"W., FOR 276.53 FEET;

THENCE S.25°43'22"E., FOR 179.85 FEET;

THENCE S.72°32'00"E., FOR 432.36 FEET;

THENCE N.73°58'00"E., FOR 159.34 FEET;

THENCE N.19°52'09"E., FOR 430.17 FEET;

THENCE S.80°13'18"E., FOR 44.37 FEET TO A POINT ON A CURVE;

THENCE SOUTHERLY 207.00 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 900.00 FEET THROUGH A CENTRAL ANGLE OF 13°10'40" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.17°40'10"E. FOR 206.54 FEET;

THENCE S.11°04'50"E., FOR 41.73 FEET;

THENCE N.78°55'10"E., FOR 135.00 FEET;

THENCE N.83°04'04"E., FOR 50.13 FEET;

THENCE S.11°04'50"E., FOR 119.00 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY 51.38 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET THROUGH A CENTRAL ANGLE OF 84°06'47" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.53°08'14"E. FOR 46.89 FEET TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY 105.84 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 11°01'32" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.89°40'52"E. FOR 105.67 FEET;

THENCE N.11°04'50"W., FOR 220.06 FEET TO A POINT OF CURVATURE;

THENCE NORTHERLY 166.16 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 1,220.00 FEET THROUGH A CENTRAL ANGLE OF 07°48'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.14°58'57"W. FOR 166.03 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHEASTERLY 106.89 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET THROUGH A CENTRAL ANGLE OF 153°06'29" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.57°40'11"E. FOR 77.81 FEET;

THENCE S.45°46'34"E., FOR 202.88 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

Less and Except:

Tracts 1 and 2, Central Parc Phase 1, according to the plat thereof recorded in Plat Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, inclusive, of the Public Records of Sarasota County, Florida.

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



**EXHIBIT 3**  
**BYLAWS**

**EXHIBIT 4  
PERMIT**

**EXHIBIT 5**  
**RECREATIONAL AREAS**

All of the land described on the plat of Central Parc Phase 1, as recorded in Plat Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, inclusive, of the Public Records of Sarasota County, Florida.

LESS AND EXCEPT FROM THE ABOVE-REFERENCED LAND THE FOLLOWING:

Lots 1-16, 193-232, 261-272, 302-337, Central Parc Phase 1, according to the plat thereof recorded in Plat Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, inclusive, of the Public Records of Sarasota County, Florida.

Tracts 1 and 2, Tract 100, Tract 400, and Tracts 506 through 511, Central Parc Phase 1, according to the plat thereof recorded in Plat Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, inclusive, of the Public Records of Sarasota County, Florida.

All of the land constituting the Vegetated Perimeter Berms as described and depicted on Exhibit B-4 of the DRC.

**EXHIBIT 4  
PERMIT**



# Southwest Florida Water Management District

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

An Equal  
Opportunity  
Employer

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
78 Sarasota Center Boulevard  
Sarasota, Florida 34240-9770  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

July 25, 2023

Sabal Trace Development Partners, LLC  
Attn: Mark Gerenger  
101 S. 12th Street Suite 102  
Tampa, FL 33602

Subject: **Notice of Intended Agency Action - Approval  
ERP Individual Construction Major Modification**  
Project Name: Central Parc at North Port  
App ID/Permit No: 867354 / 43012081.011  
County: Sarasota  
Sec/Twp/Rge: S32/T39S/R21E, S29/T39S/R21E, S33/T39S/R21E,  
S28/T39S/R21E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit modification. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

cc: Peter Van Buskirk, P.E., Kimley-Horn and Associates, Inc.



## Southwest Florida Water Management District

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7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

July 25, 2023

Sabal Trace Development Partners, LLC  
Attn: Mark Gerenger  
101 S. 12th Street Suite 102  
Tampa, FL 33602

Subject: **Notice of Agency Action - Approval  
ERP Individual Construction Major Modification**

Project Name: Central Parc at North Port  
App ID/Permit No: 867354 / 43012081.011  
County: Sarasota  
Sec/Twp/Rge: S32/T39S/R21E, S29/T39S/R21E, S33/T39S/R21E,  
S28/T39S/R21E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at [www.WaterMatters.org/permits](http://www.WaterMatters.org/permits).

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at [www.WaterMatters.org/permits/noticing](http://www.WaterMatters.org/permits/noticing). If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

Enclosures: Approved Permit w/Conditions Attached  
[As-Built Certification and Request for Conversion to Operation Phase](#)  
Notice of Authorization to Commence Construction  
Notice of Rights

cc: Peter Van Buskirk, P.E., Kimley-Horn and Associates, Inc.



**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
INDIVIDUAL CONSTRUCTION MAJOR MODIFICATION  
PERMIT NO. 43012081.011**

**EXPIRATION DATE:** July 25, 2028

**PERMIT ISSUE DATE:** July 25, 2023

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

**PROJECT NAME:** Central Parc at North Port

**GRANTED TO:** Sabal Trace Development Partners, LLC  
Attn: Mark Gerenger  
101 S. 12th Street Suite 102  
Tampa, FL 33602

**OTHER PERMITTEES:** N/A

**ABSTRACT:** This permit authorization is for the modification of a stormwater management system approved under Environmental Resource Permit (ERP) No. 43012081.009, serving a 207.50-acre residential project. The proposed activities include:

1. Increasing pipe sizes and revisions to the pipe network throughout the project to balance flood stages within the interconnected lake system throughout the development.
2. Combining the previously permitted Lakes 14 and 15 into a single Lake 14.
3. Addition of a pipe to connect Lake 10 to Lake 7.
4. Capturing of existing off-site flows from Villas of Sabal Palm into new structure H-13.
5. Revisions to all pond outfall structure weir configurations and dimensions.

This Permit Modification No. 43012081.011, amends the previously issued Permit No. 43012081.009, and adds conditions. All other original permit conditions remain in effect. Water quality tracking and re-certification requirements will remain under ERP No. 43012081.009.

**OP. & MAIN. ENTITY:** Central Parc at North Port Homeowners Association, Inc.

**OTHER OP. & MAIN. ENTITY:** N/A

**COUNTY:** Sarasota  
**SEC/TWP/RGE:** S32/T39S/R21E, S29/T39S/R21E, S33/T39S/R21E, S28/T39S/R21E  
**TOTAL ACRES OWNED  
OR UNDER CONTROL:** 207.50  
**PROJECT SIZE:** 207.50 Acres  
**LAND USE:** Residential  
**DATE APPLICATION FILED:** March 22, 2023  
**AMENDED DATE:** N/A

**I. Water Quantity/Quality**

Water Quantity/Quality Comments:

The proposed modifications include adjustments to the proposed stormwater management system to improve conveyance of stormwater through the site. The area at top of bank for Lake 2 was incorrectly shown in the pond table of the previous permit as 5.04 acres. The correct acreage is 6.70 acres. The on-site drainage is comprised of a series of interconnected lakes. The water quality treatment will remain wet detention. The system provides attenuation of the post-development 25-year, 24-hour peak discharge rate to the pre-development 25-year, 24-hour peak discharge rate. Lake 15 is eliminated from the design and will not require construction and operation and maintenance tracking. The plans and calculations reflect the North American Vertical Datum of 1988 (NAVD 88).

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

**II. 100-Year Floodplain**

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	No Encroachment	N/A

Floodplain Comments:

This modification will not result in any additional filling within the floodplain. Floodplain encroachment and compensation were addressed in the previous permit.

\*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

**III. Environmental Considerations**

No wetlands or other surface waters exist within the project area.

## Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. This Permit Modification No. 43012081.011, amends the previously issued Permit No. 43012081.009, and adds conditions. All other original permit conditions remain in effect.
4. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
5. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
6. The Permitted Plan Set for this project includes: the set received by the District on March 22, 2023.
7. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
8. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
9. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
10. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
  - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
  - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
  - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
11. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
12. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.

13. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
14. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to [FWCConservationPlanningServices@MyFWC.com](mailto:FWCConservationPlanningServices@MyFWC.com).

**GENERAL CONDITIONS**

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

**David Kramer, P.E.**

---

Authorized Signature



## EXHIBIT A

### GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
  - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
  - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
  - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
  - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
  - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
  - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
    1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
    2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
    3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
  - g. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
  2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  2. Convey to the permittee or create in the permittee any interest in real property;
  3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
  2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving



subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

- o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
  - p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
  - q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
  - r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

**NOTICE OF  
AUTHORIZATION  
TO COMMENCE CONSTRUCTION**

Central Parc at North Port

PROJECT NAME

Residential

PROJECT TYPE

Sarasota

COUNTY

S32/T39S/R21E...

See Permit for additional STR listings

SEC(S)/TWP(S)/RGE(S)

Sabal Trace Development Partners, LLC

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 867354 / 43012081.011

DATE ISSUED: July 25, 2023



David Kramer, P.E.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY  
DISPLAYED AT THE SITE OF THE WORK**

## Notice of Rights

### ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at [www.flrules.org](http://www.flrules.org) or at the District's website at [www.WaterMatters.org/permits/rules](http://www.WaterMatters.org/permits/rules).
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at [www.WaterMatters.org/about](http://www.WaterMatters.org/about).

## **JUDICIAL REVIEW**

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

Central Parc Community Development District  
c/o Special District Services  
2501 A Burns Road  
Palm Beach Gardens, FL 33410

[\_\_\_\_\_], 2024

D.R. Horton, Inc.  
10541 Ben C. Pratt Six Mile Cypress Parkway, Suite 100  
Ft. Myers, Florida 33966  
Attn: Justin Robbins, Division President

RE: *Access Gates to the subdivision known as Central Parc (the "Subdivision") owned by (or to be owned by) the Central Parc Community Development District ("District")*

Dear Mr. Robbins:

It is understood that the District has no responsibility for the opening or closing of the access gates within the Subdivision (the "Access Gates") until the District takes ownership of the Access Gates. After the District takes ownership of the Access Gates, and in exchange for D.R. Horton, Inc., a Delaware corporation ("Horton") agreeing to promptly report any damage to the Access Gates and associated landscaping to the District Manager and to provide the name and contact information of the person(s) that caused such damage, if known or if such can be determined by Horton based on information in Horton's possession, the District agrees to leave the Access Gates open daily at least between the hours of 6:00 a.m. and 7:00 p.m. Monday through Saturday and at least between the hours of 10:00 a.m. and 6:00 p.m. on Sundays. This protocol will continue until Horton has conveyed the completed residence with respect to the last lot within the Subdivision that Horton has acquired or is under contract to acquire. If there is a need to change this protocol due to a significant health, safety or welfare concern, the District will give Horton an opportunity to address the District Board of Supervisors at a public meeting before any alteration of this protocol.

The District agrees that leaving the Access Gates open during these time periods will help protect the Access Gates from damage caused by construction trucks and equipment, as well as allow access to and from the community for construction and sales, which in turn will help the District diversify its assessment base more quickly for the benefit of the District's bondholders.

If Horton agrees to this protocol, please execute this letter and return it to me at the address indicated below. Thank you.

\_\_\_\_\_  
Mark Gerenger,  
Chair Board of Supervisors for  
Central Parc Community Development District  
c/o Special District Services  
2501 A Burns Road  
Palm Beach Gardens, FL 33410

Agreed:

D.R. Horton, Inc..  
a Delaware corporation

By: \_\_\_\_\_  
Justin Robbins, Division President