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**COMMUNITY DECLARATION
FOR
MALABAR SPRINGS**

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**COMMUNITY DECLARATION
FOR
MALABAR SPRINGS**

THIS COMMUNITY DECLARATION FOR MALABAR SPRINGS (this "**Declaration**") is made this ____ day of _____, 2024, by CRE-KL MALABAR OWNER LLC, a Delaware limited liability company (the "**Declarant**"), joined by MALABAR SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), and joined by the MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes (the "**CDD**").

R E C I T A L S

- A. The Declarant is the record title owner of the real property located in Brevard County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference ("**MALABAR SPRINGS**").
- B. The Declarant hereby desires to subject MALABAR SPRINGS to the covenants, conditions and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising MALABAR SPRINGS, 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 MALABAR SPRINGS is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

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

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

"**ACC**" shall mean the Architectural Control Committee for MALABAR SPRINGS established pursuant to Section 19.1 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 charges made in accordance with this Declaration and as further defined in Section 17.1 hereof.

"**Association**" shall mean MALABAR SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

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

"**Builder**" means any person or entity other than the Declarant who is approved as a "Builder" by the Declarant in writing. Such written approval of a Builder by the Declarant may be, but need not be, evidenced by an instrument recorded in the Public Records (as defined herein) at the Declarant's option. The term "Builders" shall collectively refer to all persons or entities meeting the definition of "Builder" as provided herein.

"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.

"CDD" or **"District"** shall mean the MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes, together with any additional community development districts (as defined in Chapter 190, Florida Statutes) or special districts (as defined in Chapter 189, Florida Statutes) that may service MALABAR SPRINGS or any portion thereof.

"City" shall mean the City of Palm Bay, Brevard County, Florida.

"Common Areas" shall mean any and all real property interests and personalty within MALABAR SPRINGS designated as Common Areas (if any) from time to time by the Declarant, by a Plat (as defined herein), or by this Declaration, or by a recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners (as defined herein). The Common Areas (if any) may include, without limitation, open space areas, entrance features, buffer or landscaped areas, internal buffers, perimeter buffers, perimeter walls and fences, rights of way, irrigation facilities, sidewalks, street lights, and/or commonly used utility facilities. The Common Areas (if any) do not include any portion of the Facilities (as defined below). 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 (IF ANY) 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, MOST AREAS THAT MAY TYPICALLY BE CONSIDERED "COMMON AREA" OF A DEVELOPMENT OF THIS NATURE HAVE INSTEAD BEEN DESIGNATED AS PART OF THE FACILITIES OWNED AND/OR CONTROLLED BY THE CDD. AS SUCH, MALABAR SPRINGS INCLUDES VERY LIMITED, IF ANY, COMMON AREAS.

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

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

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

"County" shall mean Brevard County, Florida.

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

"Declaration" shall mean this COMMUNITY DECLARATION FOR MALABAR SPRINGS, together with all amendments, supplements, and modifications thereof.

“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.

“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.

“Facilities” shall have the meaning set forth in Section 16.1 hereof. Most, if not all, of the components that are typically considered “Common Area” of a development of this nature have instead been designated herein as part of the Facilities. MALABAR SPRINGS INCLUDES VERY LIMITED, IF ANY, COMMON AREAS. 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 MALABAR SPRINGS. The term Home may not reflect the same division of property as reflected on the Plat(s). A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Assessments with respect to such Home. The term “Home” includes any interest in land, improvements, or other property appurtenant to the Home.

“Individual Assessments” shall have the meaning set forth in Section 17.2.5 hereof.

“Initial Contribution” shall have the meaning set forth in Section 17.11 hereof.

“Installment Assessments” shall have the meaning set forth in Section 17.2.1 hereof.

“Lender” shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) the Declarant and its affiliates, to the extent the Declarant or its affiliates finance 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.

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

“MALABAR SPRINGS” shall mean the real property located in Brevard County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

“Master Plan” shall mean collectively any full or partial concept plan for the development of MALABAR SPRINGS, 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 MALABAR SPRINGS, as the Declarant reserves the right to amend all or part of the Master Plan from time to time.

“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 (if any); all amounts payable by the Association under the terms of this Declaration; any costs associated with community lighting including up-lighting and entrance lighting (except for the costs of street or other lighting applicable to the CDD); any costs of any maintenance and/or operation of certain Facilities or portion thereof to be maintained by the Association pursuant to any separate maintenance agreement between the Association and the District (if any, and as applicable); any costs payable by the Association in connection with any community irrigation facilities (if any, and as applicable); all amounts payable in connection with any private street lighting agreement between the Association and a utility provider or Private Street Light Provider (as defined herein), if any; any costs of utilities; amounts payable to a Telecommunications Provider (as defined herein) for Telecommunications Services (as defined herein) furnished to Owners (if any); any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or the Declarant, if any; 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 or Builders, even after the Turnover Date subject to Section 3.4 below. As detailed in Section 3.4 below, in the event a Home is owned by a Builder and then rented for occupancy by a Lessee in exchange for the payment of rent, then such Builder shall immediately notify the Board of same, and such Builder shall no longer be deemed a “Builder” but shall thereafter be deemed an “Owner” as to the rented Home and for purposes of this Declaration, commencing with the start of the first lease term for rental of the Home in exchange for the payment of rent by a Lessee. Builders shall otherwise retain their rights under this Declaration.

“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.

“Permit” shall mean Permit No. 188947-1 issued by SJRWMD (as defined herein), a copy of which is attached hereto as **Exhibit 4**, as amended or modified from time to time.

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

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

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

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

“Rules and Regulations” shall mean the Rules and Regulations governing MALABAR SPRINGS as adopted from time to time. Amendments to the Rules and Regulations may be adopted separately by the Declarant or the Board, as applicable, pursuant to the requirements for adopting amendments to the Declaration as provided in Section 4 below. Nothing herein shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of MALABAR SPRINGS from containing additional restrictions or provisions that are more restrictive than the Rules and Regulations. The Board shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations. The Rules and Regulations may be incorporated in the Community Standards or may be adopted separately by the Declarant or the Board, as applicable. 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 or Builder to compel compliance with the Rules and Regulations whether they apply to Common Areas or to the Facilities (as applicable).

“SJRWMD” shall mean the St. Johns River Water Management District.

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

“Stormwater Management System” or **“SMS”** means a system that is designed and constructed or implemented to control discharges that are necessary by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, Florida Administrative Code (2024). The SMS includes those works authorized by SJRWMD pursuant to the Permit. The SMS will be operated and maintained by the CDD.

“Supplemental Declaration” shall mean and refer to an instrument filed in the Public Records pursuant to Section 5.1 which subjects additional property to this Declaration, designates neighborhoods or service area(s), 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.

“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 mean the transfer of operation of the Association by the Declarant to Owners and Builders.

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

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

"Voting Interest" shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within MALABAR SPRINGS, which shall include the voting interests of the Declarant and Builders.

"Wetland Conservation Areas" shall have the meaning set forth in Section 25.4 herein. Any Wetland Conservation Areas within MALABAR SPRINGS will be maintained by the District.

3. Plan of Development.

3.1 Plan. The planning process for MALABAR SPRINGS is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents and any other Agreements (as defined herein), the Declarant and each Builder has the right to develop MALABAR SPRINGS and any adjacent property owned by the Declarant or Builders as a community comprised of single family attached or detached homes, villas, coach homes, townhomes, patio homes, estate homes, multi-family residences, condominiums, rental apartments, and/or other forms of residential dwellings, and Declarant shall also have the right to amend the Governing Documents to accommodate the foregoing. The existence at any point in time of walls, fences, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of MALABAR SPRINGS as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for MALABAR SPRINGS which may be supplemented by additional covenants, restrictions and easements applicable to any portion of MALABAR SPRINGS. 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 or other recorded covenants applicable to any portion of MALABAR SPRINGS 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 herein) for a Home shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration.

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

3.4 Site Plans and Plats. Site plans, construction plans or the Plat(s) may identify some of the Facilities or Common Areas (if any, and as applicable) within MALABAR SPRINGS. The description of Common Areas or Facilities on the Plat, construction plans or site plans is subject to change and the notes on a Plat, construction plan, or site plan are not a guarantee of what improvements will be constructed as Common Areas or Facilities. 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 Common Areas or Facilities, but such site plans or other depictions are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat(s) or any site plans or other renderings used for

illustration purposes, as this Declaration governs the rights and obligations of the Declarant and Owners with respect to the Common Areas 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 MALABAR SPRINGS 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(s) or converting any Lot or portion thereof to use as a right-of-way. Further, the Declarant shall have the right to replat all or any part of MALABAR SPRINGS owned by a Builder or an Owner, with such Builder's or Owner's prior written consent, or reconfigure any Lot or other land owned by a Builder or an Owner, with such Builder's or Owner's prior written consent.

3.5 Rentals.

3.5.1 General Disclosure/Disclaimer. From time to time, the Declarant, Builders and/or their affiliates or designees may market and/or sell Homes to investors or to buyers who may not occupy their Homes as their primary residence. In addition, the Declarant, Builders, or their affiliates may own Homes and may lease such Homes to occupants. Consequently, Homes may be leased to or occupied by persons other than the record title owner of such Home. Notwithstanding anything contained herein to the contrary, there are no restrictions in this Declaration that (i) limit the total number of Homes that can be leased; (ii) require the record title owner of a Home to reside in the Home as a primary or secondary residence; or (iii) require the record title owner of a Home to occupy the Home for a specified period of time before such record title owner can rent it to a third party.

3.5.2 Builder-Owned Rentals. Notwithstanding anything contained herein to the contrary, to the extent a Builder owns any Home(s) within MALABAR SPRINGS which is (are) then leased to or occupied by persons other than such Builder, then in such event and as to such leased Home(s), the Builder shall no longer be deemed a "Builder" but shall be deemed an "Owner" hereunder and the "Owner" of such Home(s) for purposes of this Declaration, commencing with the start of the first lease term for rental of any such Home for occupancy by a Lessee in exchange for the payment of rent. At such time as a Builder is no longer deemed a "Builder" as provided in the foregoing sentence, with respect to Home(s) owned and rented by such Builder, all rights and exemptions granted to such Builder hereunder shall cease with respect to the applicable Lot(s), applicable Lot(s) shall not be deemed a "Spec Lot(s)" for purposes of this Declaration, and such former "Builder" shall thereafter be an "Owner" only with respect to such leased Home(s) hereunder. Notwithstanding anything contained herein to the contrary, a Builder must first obtain the Declarant's prior written consent to the extent a Builder owns any Home(s) which is (are) to be leased to or occupied by persons other than such Builder or for the Builder to establish any "leasing program" or "rental program" for Homes owned by such Builder within MALABAR SPRINGS.

3.6 Cellular Tower Disclosure. All Owners, occupants and users of MALABAR SPRINGS are hereby placed on notice that a cellular tower and cellular tower site exists within close proximity to MALABAR SPRINGS. Cellular towers, cellular tower sites and the operation and maintenance thereof can emit unpleasant noises and/or other emissions which could potentially result in, among other things, inconveniences, interruptions in use or enjoyment or property, damage to Lots, Common Areas (if any), and/or Facilities, and/or health issues. The Declarant, each Builder, and the Association shall have no liability with respect to such cellular tower or any damage, injury, or emission arising from or in connection with such cellular tower. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS (I) THAT SUCH OWNER IS PURCHASING A HOME IN A SUBDIVISION LOCATED IN CLOSE PROXIMITY TO AN EXISTING OR FUTURE PLANNED CELLULAR TOWER AND/OR CELLULAR TOWER SITE, AND (II) THAT NOISE AND/OR OTHER EMISSIONS, AND RISK OF DAMAGE TO NEARBY PERSONS OR PROPERTY MAY BE ASSOCIATED WITH OR ARISE FROM THE CELLULAR TOWER AND/OR CELLULAR TOWER SITE. BY ACQUIRING TITLE TO A HOME OR OTHERWISE ENTERING INTO ANY PORTION OF MALABAR SPRINGS, EACH OWNER, OCCUPANT, AND USER SHALL BE DEEMED (I) TO HAVE ASSUMED ALL RISKS ASSOCIATED WITH SUCH PROXIMITY TO THE CELLULAR TOWER AND/OR CELLULAR TOWER SITE, AND (II) TO HAVE FULLY RELEASED THE DECLARANT, THE

BUILDERS AND THE ASSOCIATION FROM ANY AND ALL LIABILITY ARISING FROM OR IN CONNECTION WITH SUCH CELLULAR TOWER AND/OR CELLULAR TOWER SITE.

3.7 Notice of Issuance of Certificate of Occupancy. No later than three (3) business days after issuance of a final Certificate of Occupancy for a Home on a Lot, the Builder or other record title owner of the Lot shall notify the Association in writing of same, including a copy of such Certificate of Occupancy (the "**Home C/O Notice**"). No Builder shall sell or convey its interest in a Home unless the Home C/O Notice is first provided to the Association.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, prior to the Community Completion Date, any amendment to this Declaration or the other Governing Documents shall require the prior written consent of the Declarant. Further, notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall materially and adversely affect the Lots owned by any Builder, unless such amendment receives the prior written consent of any such Builder whose Lots are materially and adversely affected by such amendment, which written consent shall not be unreasonably withheld, delayed or conditioned. 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. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall materially and adversely affect the rights of the CDD unless such amendment receives the prior written consent of the CDD. All amendments to this Declaration must comply with Section 25.2 which benefits SJRWMD. No amendment to this Declaration shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner and Builder by acceptance of a deed to a Lot or Home irrevocably waives any claim that such Owner or Builder 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, the Community Standards, and/or the Rules and Regulations as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of MALABAR SPRINGS; (ii) additions or deletions from MALABAR SPRINGS and/or the properties comprising the Common Areas (if any and as applicable); (iii) changes in the Rules and Regulations; (iv) changes in the Community Standards; (v) changes in maintenance, repair and replacement obligations; and (vi) 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 this Declaration, the Community Standards, and/or the Rules and Regulations or any other Governing Documents prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for adopting amendments after the Turnover as provided in Section 4.4 below. The Declarant shall join in the identical amendment to the Declaration so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner 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, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. After the Turnover, the Community Standards and the Rules and Regulations may be amended with the approval of a majority of the Board.

4.5 Compliance with HUD, FHA, VA, FNMA, GNMA and SJRWMD. 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, SJRWMD, 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, SJRWMD 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 only 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 MALABAR SPRINGS by the Declarant. Except for applicable governmental approvals (if any) and except for the consent of the record title owner of such additional lands if such record title owner is not the Declarant, no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners, Builders or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of MALABAR SPRINGS. 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. Except as otherwise provided herein, prior to the Community Completion Date, only the Declarant may add additional lands to MALABAR SPRINGS.

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 MALABAR SPRINGS (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 MALABAR SPRINGS 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 MALABAR SPRINGS shall not require the consent or joinder of any other party (including, without limitation, the Association, Owners, Builders, or any Lenders). The Association shall have no right to withdraw land from MALABAR SPRINGS.

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 any Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event the Association is dissolved, other than incident to a merger or consolidation, and the District does not own and operate all the SMS, the SMS shall be conveyed to SJRWMD or an appropriate agency of local government and, if not accepted by such agency, the SMS shall be dedicated to a similar non-profit corporation. If the Association ceases to exist, and the District does not own and operate all the SMS, all Owners shall be jointly and severally responsible for the operation and maintenance of the SMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, MALABAR SPRINGS 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 (if any). The provisions of this Section only shall apply with regard to the maintenance, operation, and preservation of those portions of MALABAR SPRINGS that had been Common Areas (as applicable) and continue to be so used for the common use and enjoyment of the Owners and Builders.

7. Binding Effect and Membership.

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

7.2 Transfer. The transfer of the fee simple title to a 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 (if any and as applicable) and shall terminate such Owner's or Builder's membership in the Association with respect to such Home or Lot. An Owner's or 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 the Bylaws, each Owner and Builder shall be a member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles and the Bylaws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Lot. The Declarant rights with respect to membership in the Association are set forth in this Declaration, the Articles and the Bylaws. The Association shall have the following two (2) classes of voting membership:

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

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

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

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

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

7.5 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.

7.6 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws, the Community Standards and the Rules and Regulations 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 MALABAR SPRINGS for various public purposes or for the provision of telecommunications systems, or to make any portions of MALABAR SPRINGS part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of MALABAR SPRINGS. 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 (if any) shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. The Declarant shall have the right to use and access the Common Areas without interference from any Owner, Builder, 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 or dedicated to the Association. Prior to the Community Completion Date, the Declarant reserves the absolute right, on behalf of itself and its assigns and designees, to add to, delete from, or modify any of the Common Areas referred to herein at its sole discretion without notice. IT IS ANTICIPATED BY THE DECLARANT THAT MOST OF THE COMMONLY SHARED IMPROVEMENTS WITHIN MALABAR SPRINGS WILL BE OWNED BY THE DISTRICT. AS SUCH, COMMON AREAS (IF ANY) ARE LIMITED TO THOSE COMMONLY SHARED IMPROVEMENTS THAT ARE NOT FACILITIES OWNED BY THE DISTRICT.

9.2 Construction of Common Areas and Improvements. Since most (or all) of the commonly shared improvements within MALABAR SPRINGS will be owned by the District, the Declarant anticipates it will construct very little (if any) improvements as part of the Common Areas, as the Declarant determines in its sole discretion. The Declarant shall be the sole judge of the composition of any Common Area, Facilities or other improvements constructed by the Declarant. Prior to the Community Completion Date, the Declarant reserves the absolute right to construct additional Common Area improvements or Facilities within MALABAR SPRINGS, 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 (if any). 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 or other improvements constructed by the Declarant or its agents, assigns or designees (if any), 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 (if any) 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 MALABAR SPRINGS, 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 (IF ANY), PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSES, AND WITHOUT ANY REPRESENTATION OR WARRANTIES REGARDING FUTURE REPAIR OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS EXCEPT AS SET FORTH HEREIN. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner and Builder granting access to their respective Lots.

9.4.2 Common Area Reservations. The Common Areas (if any) shall be subject to the following provisions:

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

9.4.2.2 matters reflected on the Plat(s);

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

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

9.4.2.5 in the event the Association believes that the Declarant 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 its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by the Declarant to respond to such notice at all reasonable times. The Association agrees that any inspection, test

and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of the Declarant to repair or address, in the Declarant's sole option and expense, any aspect of the Common Areas deemed defective by the Declarant during its inspections of the Common Areas. The Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage the Declarant; and

9.4.2.6 a reservation of right in favor of the Declarant to require that the Association re-convey all or a portion of the Common Areas by Quitclaim Deed in favor of the Declarant in the event that such property is required to be owned by the Declarant for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise. To the extent legally required, 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 any portion of the Common Areas to a third party without (i) if prior to the Turnover, the approval of (a) a majority of the Board; and (b) the consent of the Declarant, or (ii) from and after the Turnover, approval of (x) a majority of the Board; and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

9.6 Paved and Concrete Common Areas. The Common Areas (if any) may contain certain paved or concrete areas. Without limiting any other provision of this Declaration, and subject to the District's maintenance obligations as provided in Section 16 below, the Association is responsible for the maintenance, repair and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including, but not limited to, parking areas, pathways, bicycle paths, and certain sidewalks (if any). Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. Except for any areas owned and accepted by the County or the City (if any and as applicable), most, if not all, of the paved or concrete areas within MALABAR SPRINGS are anticipated to be part of the Facilities under the jurisdiction of the District.

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

any Owner's or Builder's obligations pursuant to this Declaration, or give any Owner or Builder the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.8.2 Right to Allow Use. The Declarant and/or the Association (with the consent of the Declarant prior to the Turnover Date) may enter into easement agreements or other use or possession agreements whereby the Owners, Builders, Telecommunications Providers, utility 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 herein or otherwise by the Declarant, 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) 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 MALABAR SPRINGS; and (v) design of any portion of MALABAR SPRINGS. Each Owner expressly indemnifies and agrees to hold harmless the Declarant, Builders, the Association, the District, and their respective employees, supervisors, directors, representatives, officers, managers, engineers, agents, affiliates, attorneys, and partners (collectively, "**Indemnified Parties**") from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas and/or Facilities, including for attorneys' fees, paraprofessionals' fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas 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 COMMON AREAS, THE FACILITIES, AND AREAS IN THE VICINITY OF THE COMMON AREAS AND THE 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 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 Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas or Facilities, including, without limitation, use of the Common Areas or Facilities by Owners and/or their Lessees, guests, family members, invitees, or agents. Should any Owner (or its Lessees, guests, family members, invitees or agents) 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 paraprofessionals' 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 and/or other portions of MALABAR SPRINGS. The Rules and Regulations and any amendments thereto need not be recorded in the Public Records. 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 District, 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. The Rules and Regulations shall not apply to the District or to any Facilities owned by the District unless otherwise expressly authorized by the District.

9.9.2 Declarant and Builders Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Declarant and/or Builders, or to any property owned by the Declarant and/or Builders, and shall not be applied in a manner that would prohibit or restrict the development or operation of MALABAR SPRINGS or adversely affect the interests of the Declarant and/or Builders. Without limiting the foregoing, the Declarant, Builders, and/or their respective agents, contractors and assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within MALABAR SPRINGS, 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 MALABAR SPRINGS if and as approved by the Declarant), general office and construction operations within MALABAR SPRINGS; (iii) place, erect or construct portable, temporary or accessory buildings or structures within MALABAR SPRINGS 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 MALABAR SPRINGS; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas (if any) or other portions of MALABAR SPRINGS, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of MALABAR SPRINGS including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to MALABAR SPRINGS by dredge or dragline, store fill within MALABAR SPRINGS and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, MALABAR SPRINGS 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 MALABAR SPRINGS. Notwithstanding any other provision of this Declaration to the contrary, the exercise of any rights reserved in favor of Builders pursuant to this Section 9.9.2 shall be subject to the Declarant's prior written authorization provided in a written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records.

9.10 Public Facilities. MALABAR SPRINGS may include one or more public facilities that may be dedicated or conveyed to the City or the County or the CDD. One or more lift stations and/or pump station(s) dedicated or conveyed to the City as part of the waste water treatment system may be within MALABAR SPRINGS. Roadways within MALABAR SPRINGS shall be owned and maintained by the District and shall not be maintained by the Association. THE ROADWAYS WITHIN, ADJACENT, OR IN PROXIMITY TO MALABAR SPRINGS ARE OPEN TO THE PUBLIC. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THE ASSOCIATION, BUILDERS, AND THE DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

9.11 Default by Owners or Builders. No default by any Owner or a Builder in the performance of the covenants and promises contained in this Declaration shall be construed or considered (i) a breach by the Declarant or the Association of any of their promises or covenants in this Declaration; (ii) an actual, implied or constructive dispossession of another Owner or a Builder 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 Association's Obligation to Indemnify. The Association and each Owner covenant and agree, jointly and severally, to indemnify, defend and hold harmless the Declarant, its officers, directors, shareholders, and any related persons or legal entities, 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 or Facilities, or other property serving the Association and Owners, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners within MALABAR SPRINGS, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessionals' fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall constitute a part of the Operating Expenses to the extent such matters are not covered by insurance maintained by the Association.

9.13 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 MALABAR SPRINGS 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, wells, irrigation facilities, irrigation areas, ponds, surface water and stormwater management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by the Declarant, including, without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, the Declarant may sign any taxing district petition as attorney-in-fact for each record title owner. Each Owner's and Builder's obligation to pay taxes associated with such district shall be in addition to such Owner's and Builder's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of the County and all other applicable governing entities having jurisdiction with respect to the same.

10. Maintenance by the Association.

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

10.2 Landscape Maintenance. Notwithstanding any other provision of this Declaration to the contrary, the Association shall have no responsibility for the maintenance of landscaped areas within any Lot, including, without limitation, sod, irrigation facilities, yards, grass, shrubs, trees, mulch, or any other landscaped areas within the Lot. Except as otherwise provided in this Declaration or a Supplemental Declaration, the record title owner of a Lot shall be responsible for the repair, replacement and maintenance of the irrigation facilities and all landscaped areas and other improvements within any portion of such Lot and the Right-of-Way (as defined herein) immediately adjacent to such Lot, including, without limitation, sod, irrigation facilities, yards, grass, shrubs, trees, mulch, or any other landscaping. Any such repair, replacement and maintenance by the record title owner of a Lot shall be consistent with the Landscape Maintenance Standards (as defined herein) set forth in this Declaration.

10.3 Adjoining Areas. Except as otherwise provided herein or otherwise maintained by the CDD, 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 (if any), 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.

10.4 Negligent or Willful Acts. 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,

its Lessees, family members, guests, invitees, or other persons utilizing any portion of MALABAR SPRINGS through or under an Owner, shall be borne solely by such Owner of the Lot, 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, Common Areas, or Facilities without the prior written approval of the Association or the District, as applicable. Further, the record title owner of a Lot shall be responsible for all costs of maintenance, repair, or construction of any portion of the drainage facilities located on such record title owner's Lot if such maintenance, repair, or construction is necessitated by the negligent or willful acts of such record title owner or its Lessees, family members, guests, or invitees.

10.5 Right-of-Way. Subject to the maintenance obligations of Owners set forth in Section 11 below, and except as otherwise maintained by the District, the City, and/or the County (as applicable), the Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance of any landscaping, trees, irrigation facilities or community sidewalk located in the right-of-way immediately adjacent to any Common Areas (if any); however, the Association shall not be responsible for the replacement of any such trees or landscaping. The cost associated with any such maintenance by the Association of the trees, irrigation facilities, sidewalks, and landscaping located in the right-of-way adjacent to any Common Areas shall be deemed part of the Operating Expenses. Each Owner shall be responsible for the maintenance of all landscaping, irrigation facilities or other improvements located in any Right-of-Way (as defined herein) adjacent to such Owner's Lot. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to sidewalks, trees, irrigation facilities, or landscaping caused by such Owner's negligent or willful acts, or the negligent or willful acts of such Owner's Lessees, family members, guests or invitees. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner (or the negligent or willful acts of such Owner's Lessees, family members, guests or invitees) shall subject the Owner to an Individual Assessment for such costs.

10.6 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 MALABAR SPRINGS. Such areas may abut, or be proximate to, MALABAR SPRINGS, 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.

10.7 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.

10.8 Additional Obligations of Association. The Association may have (or may elect to undertake on behalf of the Owners) certain responsibilities and obligations, including, without limitation, cost-sharing obligations, or obligations to construct, operate, maintain, insure and/or repair certain improvements or share certain facilities within MALABAR SPRINGS or adjacent to the boundaries of MALABAR SPRINGS, as set forth in the Title Documents or other agreements to which the Association is a party or is otherwise subject (collectively, if any, the "**Agreements**"). Each Owner, by acquiring title to a Lot, acknowledges and agrees that MALABAR SPRINGS, or certain portions thereof, is subject to the terms and conditions of the Agreements, as amended and supplemented from time to time. The Declarant reserves the right without the consent of any other party, subject to the terms and conditions set forth in the Agreements and in this Declaration, to modify any agreement affecting MALABAR SPRINGS, or the obligations and responsibilities of the Association, including, without limitation, obligations for cost-sharing or maintenance of

improvements. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES ANY AND ALL COSTS ASSOCIATED WITH THE ASSOCIATION'S OBLIGATIONS UNDER THE AGREEMENTS, INCLUDING ANY OBLIGATION FOR COST-SHARING OR OBLIGATION TO CONSTRUCT, OPERATE, MAINTAIN, INSURE AND/OR REPAIR IMPROVEMENTS, OR SHARE CERTAIN FACILITIES, IF ANY, SHALL BE A PART OF THE OPERATING EXPENSES.

11. Maintenance by Owners. All Lots and Homes, including, without limitation, all lawns, landscaping, irrigation facilities, driveways, sidewalks, walkways and any property, all structural components comprising the Lot or Home, improvements and appurtenances not maintained by the Association, shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of MALABAR SPRINGS by the record title owner of the applicable Lot. Without limitation of the foregoing, each record title owner of a Lot is specifically responsible for maintaining all grass, landscaping, improvements, and paved surfaces within any portion of a Lot and the Right-of-Way located immediately adjacent to such 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 MALABAR SPRINGS. If any such tree located on an Owner's Lot, or the Right-of-Way located immediately adjacent to such Lot, dies or is otherwise removed in accordance with the foregoing sentence, such tree shall be replaced by the Owner of the Lot upon which the tree was located (or the Owner of the Lot immediately adjacent to such tree if located within the Right-of-Way), at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the ACC. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Homes and/or adjacent Right-of-Way are not maintained by the record title owner of the Lot in accordance with the requirements of this Section, the Association or the District may, but shall not be obligated to, perform the maintenance obligations on behalf of the record title owner.

11.1 Right of the Association to Enforce. The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section. In the event the record title owner of a Lot does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying record title owner as an Individual Assessment. The Association shall have the right to enforce this Section by all necessary legal action. In the event the Association is the substantially 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 paraprofessionals' 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 and Right-of-Way adjacent to such 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 at maturity, unless otherwise stipulated by any applicable law, regulation or local ordinance.

11.2.2 Shrubs. All shrubs are to be trimmed as needed and maintained in a neat and appropriate manner. All hedges and shrubs within the Lot shall not exceed five feet (5') in height.

11.2.3 Grass.

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

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

11.2.3.3 Grass. Each yard shall be improved with the type of grass approved by the local municipality or other applicable governmental authority at the time of installation, which may include St. Augustine grass (i.e. Floratam or a similar variety) in some areas with code required drought tolerant grass in other areas. Any modification to or replacement of sod and/or landscape by an Owner or a Builder is subject to the Community Standards, Section 373.185, Florida Statutes (2024), and any other applicable law or local ordinance. The Association may enforce Florida friendly landscaping should an Owner or a Builder plant any high water use grass or prohibited invasive species not in compliance with the Community Standards, local ordinance and/or local landscaping code or Florida Statutes (as applicable).

11.2.4 Mulch. Mulch shall be replenished as needed, no less frequent than on a yearly basis.

11.2.5 Insect Control and Disease Control. Insect control and disease control shall be performed on an as needed basis by the record title owner of each Lot. Failure to do so could result in additional liability if the disease and insect spread to neighboring Lots, Common Areas, Facilities, or other property within or around MALABAR SPRINGS. Dead grass and other dead landscaping shall be removed and replaced within thirty (30) days of dying. If the City or County code or SJRWMD regulations require Bahia grass for any portion of yards, it shall remain as Bahia and if it dies, may only be replaced in accordance with City or County code or SJRWMD regulations.

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

11.2.7 Irrigation. 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 SJRWMD or County regulations. In the event water from irrigation systems and/or any irrigation water provided by the District or the County or other governmental or quasi-governmental agency (as applicable) is insufficient to properly maintain lawns or landscaping on Lots, the record title owner of the Lot should supplement irrigation watering on Lots with hand watering to ensure all landscaping remains healthy and routinely irrigated. Each record title owner is responsible for the maintenance, repair and replacement of the irrigation lines and other irrigation facilities located within such record title owner's respective Lot and the Right-of-Way adjacent to such Lot, including repair and replacement of damaged irrigation lines, sprinkler heads, piping or valves that comprise the irrigation system of the Lot. Sprinkler heads shall be maintained on a monthly basis. Water spray from sprinklers shall not extend beyond any property line of the respective Lot. The District and/or the Association may 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 modify or tamper with any irrigation control boxes. The District and the Association reserve 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 of MALABAR SPRINGS the Association and/or the District is responsible to maintain. In the event that any record title owner locks or otherwise impedes the Association's or the District's access to any areas within MALABAR SPRINGS 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. It is the Owner's and/or Builder's responsibility to comply with all applicable watering restrictions imposed by the District, the County, the City, SJRWMD or pursuant to the Community Standards. The District shall have the right to adopt additional regulations and restrictions governing the irrigation of Lots and such regulations and restrictions need not be recorded in the Public Records. Further, the District shall have the right to adopt

additional regulations and restrictions governing the irrigation of Lots and Facilities within the District.

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

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

In the event trees, landscaped areas and/or irrigation facilities on a Lot or adjacent Right-of-Way are not properly maintained, repaired and/or 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. THE RECORD TITLE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REGULAR AND ROUTINE MAINTENANCE, REPAIR, REPLACEMENT AND/OR REPLANTING (AS APPLICABLE) OF ALL GRASS, TREES AND LANDSCAPED AREAS, IRRIGATION FACILITIES AND OTHER IMPROVEMENTS WITHIN ANY PORTION OF SUCH LOT OR THE RIGHT-OF-WAY LOCATED IMMEDIATELY ADJACENT TO THE LOT CONSISTENT WITH THE LANDSCAPE MAINTENANCE STANDARDS.

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

11.4 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. No refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot.

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 or fiber cement siding/cement lap siding (stucco or cementitious coating or fiber cement siding/cement lap siding is referred to herein as the "**Exterior Finish**"). While Exterior Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Exterior Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the Exterior Finish. This is normal behavior and considered a routine maintenance item for the Owner of the Home. Each Owner is responsible for inspecting the Exterior Finish of the exterior walls for cracking and to engage a qualified professional to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e. windows, doors, hose bibs, etc.) for peeling, cracking or separating. If the inspection reveals any such items, the record title owner of the Home 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 Right-of-Way; Right-of-Way Improvements. Except as otherwise maintained by the CDD or except as otherwise provided in the Declaration, the record title owner of a Lot shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the irrigation facilities, trees, landscaping, and the maintenance, pressure/soft wash, repair, and replacement of the sidewalks, including, without limitation, any concrete or brick pavers, driveways, and walkways located in the right-of-way immediately adjacent to such Lot and located between such Lot and the roadway (the "Right-of-Way"). The Declarant may install sidewalks, walkways, driveways and other improvements, including, without limitation, landscaping, yard drains and/or drainage pipes (collectively, the "ROW Improvements") within the Right-of-Way. Each record title owner of a Lot shall be responsible for maintaining all ROW Improvements located adjacent to such Lot and located within the Right-of-Way. Except as otherwise maintained by the CDD, every record title owner of a Lot shall be required to maintain and irrigate the grass and landscaping located within the Right-of-Way in accordance with the Landscape Maintenance Standards, including irrigation of such areas in a routine and ordinary manner and shall ensure that sufficient irrigation continues during all periods when the record title owner of the Lot is absent from the Lot. No tree installed by the Declarant or a Builder shall be felled, removed, or cut down unless such tree represents an immediate hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing MALABAR SPRINGS. If any such tree dies, or is removed in accordance with this Section, then such tree shall be replaced at the expense of and by the record title owner of the Lot immediately adjacent to the felled tree with a similar tree approved by the ACC. Further, to the extent any such Right-of-Way is owned by the CDD, then in addition to tree approval by the ACC, the CDD's consent and approval is required if the replacement tree is not the same type of tree as originally installed by the Declarant or Builder, as applicable.

11.7 Paved and Concrete Surfaces. Every record title owner of a Lot shall be responsible to timely repair, maintain, including pressure/soft washing, and/or replace the driveways, walkways, sidewalks, including, without limitation, concrete or brick pavers, and other paved and concrete surfaces comprising part of such Lot and the Right-of-Way adjacent to such record title owner's Lot. In the event the District, the County, the City, or any of their respective subdivisions, agencies, and/or divisions must remove any portion of the paved or concrete surfaces located within a Lot or Right-of-Way adjacent to such Lot for the installation, repair, replacement or maintenance of utilities or water mains, then the record title owner of the applicable Lot will be responsible to replace or repair the paved or concrete surfaces at such record title owner's expense. In the event an Owner or Builder does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary maintenance or repair and charge the costs thereof, together with interest at the highest rate allowed by law, to the non-complying Owner or Builder as an Individual Assessment. In the event an Owner or Builder does not comply with this Section, as it relates to the District's Facilities and/or rights, then the District may pursue all remedies available at law or in equity, and may, but shall not be obligated to, perform any necessary maintenance or repair and charge the costs thereof, together with interest at the highest rate allowed by law, to the Owner or Builder. In the event the Association is the substantially prevailing party with respect to any litigation respecting the enforcement of compliance with this Section shall be entitled to recover all of its attorneys' fees and paraprofessionals' fees, and costs, at trial and upon appeal. Each Owner and Builder grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section. Each Owner and Builder agrees to reimburse the Association for any expense incurred by the Association in connection with any damage to any sidewalk, driveway or walkway caused by such Builder's or Owner's negligence (or the negligence of such Owner's Lessees, guests, invitees or family members).

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, the Builders, 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, AND THE ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

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

11.10 Water Mains and Improvements within Lots. In the event the County, the City or any of their respective subdivisions, agencies, and/or divisions must remove or damage any portion of a driveway, landscaping, or other improvements located on a Lot or the Right-of-Way immediately adjacent to such Lot in connection with the County's operation, maintenance or repair of any water line or sanitary sewer line, if applicable, then the record title owner of the Lot upon which such driveway, landscaping, or other improvements are located shall be responsible to replace or repair such driveway, landscaping, or other improvements at such Owner's expense, if such expenses are not paid for by the County or the City. In the event an Owner or Builder 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 record title owner as an Individual Assessment. In the event an Owner or Builder does not comply with this Section, as it relates to the District's Facilities and/or rights, then the District may pursue all remedies available at law or in equity, and may, but shall not be obligated to, perform any necessary maintenance or repair and charge the costs thereof, together with interest at the highest rate allowed by law, to the Owner or Builder. The substantially prevailing party with respect to any litigation respecting the enforcement of compliance with this Section shall be entitled to recover all of its attorneys' fees and paraprofessionals' fees, and costs, at trial and upon appeal. Each Owner and Builder grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.11 Roof Maintenance. Each record title owner of a Home shall maintain, repair, and replace roofs of his or her Home, including without limitation, all shingles and roof decking, and shall further be obligated to repair or replace roof trusses or other structural components of the roof. In the event an Owner does not perform such maintenance in compliance with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.12 Paint. Each record title owner of a Home shall be responsible for repainting the exterior of its Home. The exterior of Homes shall be repainted by the record title owner within sixty (60) days of notice by the ACC to the record title owner of the applicable Lot. All color selections shall be approved by the ACC. In the event an Owner or Builder does not comply with this Section, the Association may perform the necessary painting required by this Section and charge the costs thereof to the non-complying Owner or Builder as an Individual Assessment.

12. Use Restrictions. The following Use Restrictions shall apply to all Lots, except for any Lots owned by the Declarant. Each Owner and Builder, except as otherwise expressly provided herein, must comply with the use restrictions below, subject to any limitations in Section 720.3045, Florida Statutes (2024) and Section 720.3035(1)(b), Florida Statutes (2024), as applicable.

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

12.2 Animals. No animals of any kind shall be raised, bred or kept within MALABAR SPRINGS 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 MALABAR SPRINGS by an Owner, or its guests, Lessees, licensees, agents or family members. Owners may keep domestic pets as permitted by County or City ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time, subject to the Americans with Disabilities Act and the Federal Fair Housing Act. NO OWNER, OR ITS GUESTS, LESSEES, LICENSEES, AGENTS OR FAMILY MEMBERS MAY KEEP MORE THAN THREE (3) OF THE PETS PERMITTED IN THIS SECTION WITHIN AND/OR ON ANY LOT. 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. Notwithstanding anything to the contrary contained herein, all restrictions set forth in this Section are subject to the Americans with Disabilities Act and the Federal Fair Housing Act.

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

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

12.4.1 Parking. Vehicles shall be parked in the garage or driveway of the respective Owner's Lot. No vehicles of any nature shall be parked on any portion of MALABAR SPRINGS or a Lot except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Area (if any) or Facilities, except in designated parking areas (designated by the Declarant, the Association or the District, as applicable), if any. To the extent MALABAR SPRINGS has any guest parking spaces within the Common Areas, Owners are prohibited from parking in such guest parking spaces, unless the Board adopts a parking policy which expressly allows for Owners to park in such guest parking spaces (if and as applicable). The District shall also have the right to promulgate additional rules and regulations related to vehicles and parking within the District's Facilities. Except as otherwise permitted in Section 720.3075(3)(b), Florida Statutes (2024), no vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in MALABAR SPRINGS except during the period of a delivery of goods or during the provision of services. ROADWAYS WITHIN MALABAR SPRINGS SHALL BE OWNED AND MAINTAINED BY THE DISTRICT, AND SHALL NOT BE MAINTAINED OR REGULATED BY THE ASSOCIATION. EACH OWNER, BY THE ACCEPTANCE OF A DEED, 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 AND THAT THE COUNTY AND/OR THE CITY MAY HAVE ADDITIONAL ORDINANCES WHICH MAY ALSO GOVERN THE PARKING OF VEHICLES WITHIN MALABAR SPRINGS. THE RESPONSIBILITY FOR ENFORCEMENT OF ANY LAWS REGARDING ACCESS, PARKING, AND USAGE OF SUCH ROADWAYS RESTS SOLELY WITH THE APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY AND THE ASSOCIATION DISCLAIMS RESPONSIBILITY FOR SUCH ENFORCEMENT. Notwithstanding anything contained herein to the contrary, no provision of this Declaration shall be construed as prohibiting an Owner or its Lessee(s) or invitee(s) from parking their personal vehicles, including pickup trucks, in such Owner's driveway, or in any other area at which such Owner or Lessee (or their guest, family member, or invitee) has a right to park as governed by state, County, and municipal regulations, so long as such vehicles are not "**Commercial Motor Vehicles**" as such term is defined in Section 320.01(25), Florida Statutes (2024).

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on MALABAR SPRINGS 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 MALABAR SPRINGS, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

12.4.3 Prohibited Vehicles. No Commercial Motor Vehicle, limousine, recreational vehicle, all-terrain vehicle, 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 MALABAR SPRINGS except in the garage of a Home or as otherwise permitted in strict accordance with Section 720.3045, Florida Statutes (2024) and Section 720.3075, Florida Statutes (2024). No vehicles with missing or expired tags or registrations shall remain within MALABAR SPRINGS, except in the garage of a Home. No vehicles displaying commercial advertising or bearing a "for sale" sign shall be parked within the public view within MALABAR SPRINGS, except as otherwise permitted in Section 720.3075(3)(b), Florida Statutes (2024). No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles, golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas (if any). Additionally, no golf cart, all-terrain vehicle, or mini motorcycle may be parked or stored within MALABAR SPRINGS, including on any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary, the restrictions in this Section shall not apply to vehicles utilized in connection with construction, improvement, installation, or repair by the Declarant, Builders, or their subcontractors, suppliers, consultants or agents. Further, notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions are subject to Sections 720.3045 and 720.3075, Florida Statutes (2024). THE DISTRICT MAY HAVE ADDITIONAL RULES AND REGULATIONS WHICH MAY ALSO GOVERN THE USE, STORAGE, OPERATION AND/OR PARKING OF VEHICLES WITHIN THE DISTRICT'S FACILITIES. FURTHER, THE CITY MAY HAVE ADDITIONAL RULES AND REGULATIONS WHICH MAY ALSO GOVERN THE USE, STORAGE, OPERATION AND/OR PARKING OF VEHICLES AND/OR GOLF CARTS WITHIN MALABAR SPRINGS. ALL OWNERS ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE RULES, REGULATIONS AND REQUIREMENTS OF THE CITY, THE DISTRICT AND THE ASSOCIATION.

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 or District, as applicable, 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 the District, and their designated towing service(s) the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association, the District, 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. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting. For purposes of this paragraph, "vehicle" shall also mean campers, boats, watercraft, mobile homes, trailers, etc. Further, neither the Association nor the District shall have any obligation to tow any vehicle within MALABAR SPRINGS. By accepting title to a Home, the Owner provides to the Association and the District the irrevocable right to tow or remove vehicles parked on the Owner's Lot, Common Areas or Facilities that are in violation of this Declaration. ROADWAYS WITHIN MALABAR SPRINGS SHALL BE OWNED AND MAINTAINED BY THE CDD AS PART OF THE FACILITIES. AS SUCH, IN NO EVENT SHALL THE ASSOCIATION OR THE DECLARANT BE OBLIGATED TO TOW AND/OR BE RESPONSIBLE FOR TOWING VEHICLES PARKED ON THE ROADWAYS LOCATED WITHIN MALABAR SPRINGS.

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 record title owner of such Home shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 14.2 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 record title 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 MALABAR SPRINGS, 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 MALABAR SPRINGS. No solicitors of a commercial nature shall be allowed within MALABAR SPRINGS, 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. Leasing of homes pursuant to Section 12.22 shall not be considered "commercial activity" or "business activity" for purposes of the Declaration.

12.7 Completion and Sale of Homes. Notwithstanding anything contained herein to the contrary, no person or entity shall interfere with the completion and sale of Homes and/or Lots 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 MALABAR SPRINGS 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 or amended from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor or vendor of the Association.

12.9 Cooking. No cooking shall be permitted nor shall any foods or beverages be consumed on the Common Areas or Facilities, except in areas designated for those purposes by the Association or the District, as applicable. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities on Common Areas or Facilities within MALABAR SPRINGS. Grills and barbecue facilities may be used on Lots at the sole risk and responsibility of the Owner of such Lot and subject to any applicable Rules and Regulations established by Declarant or the Board.

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

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of MALABAR SPRINGS 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 (if any) and/or Lots. After Drainage Improvements are installed by the Declarant, the District and/or a Builder, the maintenance of Drainage Improvements within the boundary of a Lot shall be the responsibility of the District; provided, however, each Owner shall be obligated to maintain its Lot in accordance with Section 11. The District shall have no responsibility for landscaping maintenance within the Lot. 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. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect Drainage Improvements within another Lot, the Owner that planted the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. No Home, structure, building, landscaping, fence, wall or other improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with the SMS or change the direction or flow of water in accordance with the SMS for MALABAR SPRINGS, or any part thereof, or for any Lot as shown on the approved drainage plans on file with the County, City, SJRWMD or other governing body having jurisdiction over MALABAR SPRINGS. 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. All construction, grading and improvements on a Lot by a Builder must comply with the approved drainage plans. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION AND THE DECLARANT 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.

12.14.1 Generally. No walls or fences shall be erected or installed by an Owner within any Lot without prior written consent of the ACC. Except for walls or fences erected or installed by the Declarant or Builders as approved by Declarant, no chain link, wood or PVC fencing of any kind shall be allowed on Lots, and the Community Standards may contain additional detailed requirements and restrictions for materials that may and/or may not be used for fencing on Lots. All fences installed by or on behalf of an Owner must be in compliance with the Community Standards and all applicable laws, codes ordinances and regulations (including but not limited to building codes, permit requirements and set back requirements). Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences installed on Lots which fencing abuts any portion of the Common Areas or Facilities must have a six inch (6") wide mulch barrier at the base of such fence. 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 the installation, maintenance, repair and replacement of the fence, including any repair or replacement if the drainage easement area needs to be accessed for repairs or as otherwise provided in Section 15.9 hereof.

12.14.2 Fences in District Drainage Easements. If any fence is proposed to be installed within a drainage easement dedicated to or in favor of the District, the Owner must obtain (in addition to the prior written consent of the ACC) the District's prior written consent for same unless the District has authorized the ACC and/or the Association to approve or grant permission for such installation without District consent. Any approval or permission granted by the District is given to Owner as an accommodation and is revocable by the District at any time. Due to the District's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the ACC and/or the District. In the event a fence is installed within a drainage easement area, with prior written ACC approval (and prior approval of the District, if required by the District), such fence shall not (i) interfere with the Association's or the District's rights to any such drainage easement, (ii) impede the flow of water, or (iii) interfere with or damage any culvert pipe or utilities that may be located within the drainage easement. The installing Owner is solely responsible to locate and identify all drainage improvements and/or utilities within the easement area, and such Owner shall pay a licensed and insured professional contractor to mark any existing drainage improvements and/or utilities prior to installation of any such fence or other improvements. In the event a fence is installed within a drainage easement area, the installing Owner shall notify the District prior to commencing such installation work and upon completing work, so that the District may (at its election) inspect the easement area. Each Owner, by acceptance of a deed to a Lot, acknowledges the legal interest of the District in such drainage easements dedicated to and/or otherwise in favor of the District, and agrees never to deny such interest or to interfere in any way with District's use. By acceptance of a deed to a Lot, each Owner acknowledges and agrees the Association or the District may remove all or any portion of any fence, wall or similar improvements installed upon any drainage easement at such Owner's expense, and that neither the Association nor the District is obligated to return or re-install such fence, wall or other improvement to its original location, and neither the Association nor the District is responsible for any damage to fence, wall or other improvements, or their supporting structure(s) as a result of the removal. Each Owner agrees to indemnify, defend and hold harmless the Declarant, the ACC, the Association and the District as well as any officers, supervisors, staff, agents, representatives and designees of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, any exercise of the privileges described in this Section 12.14.2. Any failure of the Owner to meet the requirements of this Section 12.14.2 shall entitle the Association and the District to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. The

substantially prevailing party in any litigation to enforce the terms of this section shall be entitled to reasonable attorney's fees and costs.

12.15 Fuel Storage. No fuel storage shall be permitted within MALABAR SPRINGS, except as may be necessary or reasonably used for generators, swimming pools, spas, barbecues, fireplaces, lawn maintenance equipment, 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, recycling and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, recycling cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from the street. Each Owner shall be responsible for properly depositing 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 and recycling receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans, trash containers and recycling containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up. Except for normal construction debris on a Lot 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 MALABAR SPRINGS. Within thirty (30) days after the issuance of a final or temporary Certificate of Occupancy for a Home, but in no event later than such time as a Builder conveys a Home to an Owner, 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, contractors, sub-contractors or suppliers. In the event a Builder fails to timely comply with the foregoing obligation, and if such violation is not cured as soon as practicable and in any event within three (3) days after receipt of written notice from the Declarant or the Association, then the Association may, but shall not be obligated to remove all construction debris, refuse or other garbage from the Lot and/or property surrounding the Lot left by such Builder or its agents, contractors, sub-contractors or suppliers, and the actual costs and expenses of such removal incurred by the Association plus Twenty-Five and No/100 Dollars (\$25.00) shall be assessed against the respective Lot or Builder as an Individual Assessment.

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 and shall match the color or trim of a 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 seventy-two (72) hours prior to the expected arrival of a storm, which must be removed within seventy-two (72) hours after the end of such storm.

12.19 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, at its sole discretion, utilize a computerized loop system to irrigate the Common Areas, Facilities and/or other portions of MALABAR SPRINGS. Any computerized loop irrigation system that is not specifically the maintenance obligation of the Association or an Owner, shall be the maintenance obligation of the CDD and is deemed part of the Facilities.

12.20 Laundry; Renewable Energy Devices. Subject to the provisions of Section 163.04, Florida Statutes (2024), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such

clothesline shall be removed when it is not in use as a clothesline. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only as approved by the ACC and in accordance with the Community Standards.

12.21 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of MALABAR SPRINGS 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 MALABAR SPRINGS 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 seven (7) months. 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. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by Lessees, 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. Notwithstanding any inconsistent or contrary provision, or portion thereof, in this Declaration, if there are any FHA, VA or USDA insured loans affecting a Lot, and only for so long as any such loans affect the Lot, any provisions, or portions thereof, in this Declaration on renting, subleasing, or reconveyance that violate any FHA, VA or USDA requirements shall not apply to such Lot or its Owner. Prior to the Community Completion Date, this Section, and any other provisions in the Governing Documents regarding leasing and/or occupancy of Lots, shall not be amended without the Declarant's and each Builder's (to the extent such Builder owns property within MALABAR SPRINGS) prior written consent.

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

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

12.25 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 MALABAR SPRINGS, as determined by the Board in its sole discretion, is permitted. Leasing of Homes shall not be considered a "nuisance" for purposes of this Declaration. No fireworks may be discharged upon any portion of MALABAR SPRINGS unless discharged in conjunction with an event approved in advance by the Board and no open fires may be lighted or permitted within MALABAR SPRINGS. No firearms shall be discharged within MALABAR SPRINGS. Nothing shall be done or kept within the Common Areas or any other portion of MALABAR SPRINGS, including a Home or Lot which will increase the rate of insurance to be paid by the Association. This Section 12.25 shall not apply to sales, marketing, construction and development activities by the Declarant and/or Builders.

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

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

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

12.29 Satellite Dishes and Antennas. 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. 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 MALABAR SPRINGS (including an evaluation of whether such item may pose a structural or fall hazard to adjoining Lots). The ACC's approval of the installation of any such item or device shall not be construed as any opinion, representation, warranty or guarantee as to the structural safety or soundness of same, nor shall the ACC's approval be deemed to provide any opinion, representation, warranty or guarantee with respect to potential hazards to health or safety caused by any such item or device. The ACC, the Declarant and/or the Association, or any person acting on behalf of any of them, shall not be liable for any cost, injuries or damages incurred by any Owner or Builder or any other party whatsoever, due to any antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment placed on any Home or Lot. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with the Community Standards and shall be governed by the then current rules of the FCC.

12.30 Screened Enclosures and Decks/Patios/Lanais. 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. All decks, patios, and lanais shall have the prior written approval of the ACC and shall be in compliance with the Community Standards.

12.31 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 MALABAR SPRINGS, including,

without limitation, any Home or Lot, that is visible from the outside; provided, however, any Owner may display in a respectful manner up to two (2) of the following portable and removable flags: (i) the United States flag, (ii) the official flag of the State of Florida, (iii) a flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, (iv) a POW-MIA flag, or (v) a "first responder flag" as defined in Section 720.304, Florida Statutes (2024). Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6'). Further, to the extent expressly permitted by Section 720.304, Florida Statutes (2024), Owners may display a sign of reasonable size provided by a contractor for security services within ten (10') feet of any entrance to the Home, which sign shall not to exceed six inches (6") by six inches (6") in size.

Each Owner may erect one (1) freestanding ground-level flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot as long as 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 in a respectful manner from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4½') 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, Space Force, or Coast Guard, or a POW-MIA flag, or a "first responder flag" as defined in Section 720.304, Florida Statutes (2024). Such additional flag must be equal in size to or smaller than the United States flag and must be in accordance with Section 720.304, Florida Statutes (2024). Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, without limitation, noise and lighting ordinances in the County and all setback and location criteria contained in this Declaration and in the Community Standards. Notwithstanding the foregoing or anything contained herein to the contrary, stickers or signage, not to exceed two inches (2") by six inches (6") advising of medical needs or other similar special needs of occupants (such as oxygen in use) are permitted in the nearest lower corner of the window near front and back entrance of the Home.

The Declarant, Builders, and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and for Builders, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within MALABAR SPRINGS such signs and flags as the Declarant deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes. Notwithstanding anything to the contrary herein, the exercise by a Builder of the rights and exemptions in this Section shall be subject to the Declarant's prior written approval as to the location, size, content and design of such Builder's signs and flags within MALABAR SPRINGS. Within sixty (60) days of the final sale of the last Home owned by a Builder within MALABAR SPRINGS, the Builder shall remove from MALABAR SPRINGS any marketing materials installed by such Builder (if any) including, but not limited to, flags banners, placards and signage. The Declarant reserves the right to institute a signage plan for MALABAR SPRINGS, which such signage plan must be complied with by all Builders.

12.32 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any Lot without prior written consent of the ACC. No basketball backboards, skateboard ramps, 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 Declarant or the Board from time to time.

12.33 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, 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 MALABAR SPRINGS. Builders shall have the right to place, erect or construct portable, temporary or accessory

buildings or structures within MALABAR SPRINGS 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 MALABAR SPRINGS for sales, construction storage or other purposes, which approval shall not be unreasonably withheld, conditioned or delayed.

12.34 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 MALABAR SPRINGS, without the prior written approval of the Declarant, which may be granted or denied in its sole discretion.

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

12.36 Surveillance Equipment and Security Systems. Except for video monitoring doorbells, no Owner shall install any security and/or surveillance systems or related equipment on the exterior portion of a Home or Lot without first obtaining prior written approval of the ACC. Except for video monitoring doorbells, all exterior components of any security system or surveillance equipment require prior written approval from the ACC. Notwithstanding the foregoing, Owners may install compact video-equipped doorbells on the exterior of the Home in accordance with the Community Standards. No security and/or surveillance systems shall be installed in a manner that is unsightly or which interferes with the comfort and convenience of other Owners. All conduits and wiring on the exterior portion of a Home shall be encased and painted to match the adjacent exterior surface of the Home. Security cameras and other surveillance equipment shall not be directed onto a neighboring Home or installed directly across from the window of an adjacent Home. Security alarms audible outside of the Home must be connected to a monitoring service that is able to remotely turn off the alarm, or the security alarm must automatically turn off after no more than fifteen (15) minutes of noise production audible outside of the Home.

12.37 Swimming, Fishing and Boating. Except in authorized areas as designated by the CDD (if any), swimming, wading, boating and/or fishing is prohibited within any of the retention/detention areas or water bodies within the boundaries of MALABAR SPRINGS. No private docks may be erected within any water body.

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

12.39 Unmanned Aircraft Systems. Drones or similar unmanned aircraft, either with or without cameras, shall not be operated by an Owner, its family members, Lessees, guests or invitees on, over or from any Lot, Common Area, or the Facilities within MALABAR SPRINGS, 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 rules 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 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, and 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 and Septic Tanks. No individual wells or septic tanks will be permitted on any Lot.

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 areas, if any, are to be maintained by the District in their natural state.

12.44 Wildlife and Bear Attractant Prevention. Owners shall be required to remove and/or secure bear and other wildlife attractants within a Lot in accordance with any local ordinance or requirements of the City or the County and/or as may be required by the Association. Pet food shall not be stored outside for any period of time other than the actual time the pet is eating. All barbecue grills shall be cleaned immediately after use or stored in a garage or other secure location. All bird and wildlife feeders must be removed if there is evidence of disturbance or damage by animals such as bears or raccoons. The Association may require removal of individual feeders or all feeders from time to time as animal activity may indicate. Compost receptacles shall not be stored outside and should be stored in a garage or other secure location.

12.45 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.

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

13. Easement for Unintentional and Non-Negligent Encroachments. If any building or improvement upon a Lot shall encroach upon another Lot or upon the Common Areas 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. Responsibility for Insurance, Repair and Replacement.

14.1 Association Insurance.

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

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

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

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

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

14.2 Homes.

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

14.2.4 Additional Rights of the Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition or such other reconstruction or repair as herein provided, then the Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition or such other reconstruction or repair. All Required Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. The Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to the Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for 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 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. Unless waived by membership vote, the Association shall procure a blanket fidelity bond in accordance with Section 720.3033(5), Florida Statutes (2024), for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility

for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be in accordance with Section 720.3033(5), Florida Statutes (2024), as determined by the Board in its reasonable business judgment.

14.5 Association and District 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. The District is irrevocably appointed agent for each Owner of any interest relating to the Facilities to adjust all claims arising under any insurance policies purchased by the District 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 (if any), 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 respective officers, directors, shareholders, and any related persons or legal entities and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage 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, every Owner, its immediate family members, Lessees, guests and invitees, and every owner of an interest in MALABAR SPRINGS shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

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

15.1.2 Rules and Regulations governing use and enjoyment of the Common Areas 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 (2024);

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 to access and enter the Common Areas and Facilities constructed by the Declarant, 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 unfettered access, ingress and egress to such Common Areas and Facilities so that the Declarant, and/or its agents can perform all tests and inspections deemed necessary by the Declarant. The Declarant shall have the right to make all repairs and replacements deemed necessary by the Declarant. At no time shall the Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by the Declarant relative to any portion of the Common Areas and Facilities constructed by same;

15.1.8 The rights of the Declarant, Builders, the District, and/or the Association 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 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 the District, and their nominees, over, upon, across, and under MALABAR SPRINGS as may be required in connection with the development of MALABAR SPRINGS, and other lands designated by the Declarant, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots, Homes, or any portion of MALABAR SPRINGS, 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 MALABAR SPRINGS 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 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 properties located outside of MALABAR SPRINGS from the Declarant's sales facilities located within MALABAR SPRINGS. 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 (and District as it relates to District-owned Facilities, and to the extent required by the District). At no time shall the Declarant and/or Builders and/or District 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 easement rights reserved in favor of Builders pursuant to this Section 15.3 shall be subject to the Declarant's prior written authorization provided in a written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records.

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

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, subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

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

15.7 Permits, Licenses and Easements. Prior to the Community Completion Date, the Declarant, and thereafter the Association and/or District, as applicable, 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 MALABAR SPRINGS (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 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.

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 MALABAR SPRINGS (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, Facilities, retaining walls, utilities, cables, wires, lateral supports or other supporting structures, tie backs, deadman anchors, and other similar facilities.

15.9 Drainage. A non-exclusive easement shall exist in favor of the Declarant, the Association, the District, and their designees, SJRWMD, the City, the County, and/or any governmental agency having jurisdiction over MALABAR SPRINGS over, across and upon MALABAR SPRINGS for drainage, irrigation and water management purposes. Any such drainage easement shall be considered a part of the "SMS" notwithstanding the fact that the CDD will not own all portions of MALABAR SPRINGS upon which such drainage easement is located. 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 Builders, or the District, (ii) landscaping of the SMS, (iii) as required by the District, the County, the City 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 MALABAR SPRINGS 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 MALABAR SPRINGS and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through MALABAR SPRINGS 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 Right of Entry. The Declarant, the Association, the District and Builders, as applicable, are granted a perpetual and irrevocable easement over, under and across all of MALABAR SPRINGS 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 MALABAR SPRINGS if the Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

15.11 Utility Easements. Except as provided herein, no Owner may install any improvements within the utility easement(s) depicted on any Plat, Title Documents or other Agreements of MALABAR SPRINGS (collectively, the "**Utility Easements**"). Further, and except as provided herein, no Owner may make any changes to the improvements installed by the Declarant or a Builder within the Utility Easement(s). Unless otherwise approved by the Declarant in accordance with Section 19.18 of this Declaration, no fences shall be erected or installed within the Utility Easements without the prior written consent of the ACC, except for fences installed by the Declarant. All fences installed by or on behalf of an Owner must be in compliance with the Community Standards. In the event a fence is installed within any Utility Easement, with prior written ACC approval, the Owner is solely responsible for fence repair and/or replacement if the utility easement area needs to be accessed for installation, service, and/or repairs. Prior to digging, each Owner is responsible for calling 811, so all utility companies may locate and mark their underground facilities within the area, as required by Section 556, Florida Statutes (2024).

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

15.13 Blanket Easement in Favor of District. The District shall also have blanket easements necessary for District operations over, above, across, and under those applicable portions of MALABAR SPRINGS. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the District.

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

16. Malabar Springs Community Development District.

16.1 Generally. Portions of MALABAR SPRINGS may be owned by the CDD, such as Recreational Facilities (as defined herein), the SMS, any Wetland Conservation Areas, Mail Delivery Centers (as defined herein), roadways, any entrance features, any emergency access gates, any walking trails and paths, irrigation facilities, lighting, walls, fences, signage, drainage systems, and/or utilities, as applicable. In the event that any portions of MALABAR SPRINGS 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**"). 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.

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 MALABAR SPRINGS 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, streets and right-of-way, buffers, sidewalks and walkways, the SMS, 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 MALABAR SPRINGS (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 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 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 Brevard 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 and related annual assessment rolls. 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 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, among other things, roads, perimeter walls/fences, utilities and/or drainage system, 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's improvement plan 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 Facilities. The CDD or the Association may promulgate rules, 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 the CDD. The Facilities may be owned and/or 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 and legal entities that may be entitled to use the Facilities.

16.6 Master Irrigation System.

16.6.1 Notwithstanding anything contained herein to the contrary, the District shall be responsible for the maintenance, repair and replacement of the master irrigation system, well and irrigation facilities serving MALABAR SPRINGS, including any irrigation facilities located within the Facilities, Common Area and/or right-of-way adjacent to any Common Areas (if any) or Facilities; provided, however, notwithstanding anything contained herein to the contrary, the record title owner of each Lot shall be responsible for the irrigation facilities located within such Lot and the Right-of-Way located immediately adjacent to such Lot. The cost associated with any such maintenance of the irrigation system conducted by the District shall be charged to the record title owner as part of the District Maintenance Special Assessments. Each Owner and Builder agrees to reimburse the District and/or the Association, as applicable, any expense incurred in repairing any irrigation system facilities caused by such Owner's or Builder's negligent or willful acts, or the negligent or willful act of an Owner's or Builders invitees, guests or Lessees. Notwithstanding anything contained herein to the contrary, each Owner and Builder shall be responsible, at such Owner's or Builder's sole cost and expense, for the maintenance, repair and replacement of any irrigation line or any other irrigation facility component located on and servicing such Owner's or Builder's Lot, including repair and replacement of damaged sprinkler heads, piping or valves that comprise the irrigation system of the Lots. The District is hereby granted an easement over and across each Lot and other applicable portion of MALABAR SPRINGS for any purpose in connection with the District's maintenance, repair or replacement of any component of the master irrigation system serving MALABAR SPRINGS. No Owner or Builder shall place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the District.

16.6.2 The District or the Association may require Lots utilize and/or install upgraded technology software and/or facilities for the irrigation system ("**Upgraded Irrigation Facilities**"), which may include, without limitation, "**AirCards**" for purposes of monitoring and/or delivering irrigation water usage with respect to the Lot and/or providing information regarding the irrigation system and irrigation water usage. Each Owner and Builder is responsible for installation, maintenance, repair and/or replacement of such Upgraded Irrigation Facilities (including, without limitation, any AirCards) serving the irrigation system for their Lot, except to the extent such Upgraded Irrigation Facilities are installed, maintained, repaired or replaced by the District or the Association (if applicable), as may be elected by the District or the Association at their sole discretion. Any costs associated with any such installation, maintenance, repair or replacement of the Upgraded Irrigation Facilities conducted by the District (if applicable) shall be charged to the record title owner of each Lot as part of the District Maintenance Special Assessments. Any costs associated with any such installation, maintenance, repair or replacement of the Upgraded Irrigation Facilities conducted by the Association shall be charged to the applicable record title owners of Lots as part of the Operating Expenses or as an Individual Assessment, as applicable. Owners are prohibited from removing, modifying, altering or in any way adjusting the Upgraded Irrigation Facilities, unless expressly authorized or instructed in writing by the District or the Association, as applicable.

16.6.3 Well water may be used within MALABAR SPRINGS or portions thereof. The District and/or Association shall have the right from time to time to enter into or otherwise effectuate a Water Use Permit or similar agreement or permit with the County and/or City, as applicable, with respect to irrigation water. Such irrigation water does not qualify as potable water under applicable governmental regulations. IRRIGATION WATER SHOULD NOT BE CONSUMED BY ANY

PERSONS OR ANIMALS. NEITHER THE DECLARANT, THE DISTRICT, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE AVAILABILITY OR QUALITY OF IRRIGATION WATER; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE ASSOCIATION, NOR THE DISTRICT BEAR ANY RESPONSIBILITY FOR THE REPLACEMENT OF SOD, GRASS, SHRUBS, TREES, OR OTHER LANDSCAPING WITHIN A LOT NECESSITATED BY THE LACK OF WATER FOR IRRIGATION. FURTHER, NEITHER THE DECLARANT, 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 WATER.

16.7 Master Metered Irrigation Water Usage. The costs associated with irrigation water usage for all Facilities, Lots and any other portions of MALABAR SPRINGS shall be deemed part of the District Maintenance Special Assessments, and each record title owner of a Lot shall pay an equal share of such costs. Owners will not receive an itemized bill for irrigation water usage fees and there will be no method for prorating the costs of water usage to individual Lots. It is the Owner's and/or Builder's responsibility to comply with all applicable watering restrictions imposed by the District, the County, the City, SJRWMD or the Association. The District shall have the right to adopt additional rules and restrictions governing the irrigation of Lots and such rules and restrictions need not be recorded in the Public Records. EACH OWNER ACKNOWLEDGES THAT SOME LOTS WITHIN MALABAR SPRINGS MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS WITHIN MALABAR SPRINGS. NOTWITHSTANDING THE FOREGOING, ANY EXPENSES ASSOCIATED WITH IRRIGATION WATER USAGE FOR MALABAR SPRINGS SHALL BE DEEMED PART OF THE DISTRICT MAINTENANCE SPECIAL ASSESSMENTS.

16.8 Drainage Improvements. The District shall be solely responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, easements, or other improvements (the "Drainage Improvements"), and which may be located within the Facilities, Common Areas (if any), or Lots. The District 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 District shall be responsible to rectify the drainage pattern to its original intended design. The Declarant hereby grants the District an easement of ingress and egress across all Lots and other portions of MALABAR SPRINGS for the purpose of regulating and maintaining all Drainage Improvements.

16.9 Retention/Detention Areas. THE FACILITIES MAY INCLUDE RETENTION/DETENTION AREAS. NEITHER THE DECLARANT NOR THE ASSOCIATION NOR THE DISTRICT MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN MALABAR SPRINGS; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION NOR THE DISTRICT BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT AND THE ASSOCIATION AND THE DISTRICT. 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 OR THE ASSOCIATION OR THE DISTRICT THAT WATER LEVELS OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT AND THE ASSOCIATION AND THE DISTRICT SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN MALABAR SPRINGS. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES THE RETENTION/DETENTION AREAS WITHIN MALABAR SPRINGS MAY BE EXPOSED TO, AMONG OTHER THINGS AND EVENTS, FLOODING, POTENTIALLY DANGEROUS WILDLIFE AND INSECTS AND ODOR FROM ALGAE BLOOMS.

16.10 Retention/Detention Area Slopes. The yard of some Lots may contain slopes adjacent to the retention/detention areas (the "Retention/Detention Area Slopes"). All Retention/Detention Area

Slopes will be regulated and maintained by the District, except as otherwise provided in the Retention/Detention Area Slopes Maintenance Standards (if any). The Declarant hereby grants the District an easement of ingress and egress across all Lots adjacent to retention/detention areas for the purpose of regulating and maintaining such Retention/Detention Area Slopes. The District shall have the right (but not the obligation) to establish from time to time standards for the Retention/Detention Area Slopes maintenance by Owners and Builders 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 District shall have the right to inspect such Retention/Detention Area Slopes to ensure that each record title owner has complied with its obligations hereunder and under the Retention/Detention Area Slopes Maintenance Standards. The District is hereby granted an easement of ingress and egress across each Lot containing and/or adjacent to any 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 or Builder fails to comply with the requirements of this paragraph or any Retention/Detention Area Slopes Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

16.11 **Roadways**. Roadways within MALABAR SPRINGS shall be owned and maintained by the District, and shall not be maintained by the Association. ROADWAYS WITHIN, ADJACENT OR IN PROXIMITY TO MALABAR SPRINGS ARE OPEN TO THE PUBLIC. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, BUILDERS, AND THE DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

16.12 **Right-of-Way**. Subject to Sections 10 and 11 herein, 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 adjacent to any Facilities. 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 or the negligent or willful acts of such Owner's Lessee's, family members, guests, or invitees.

16.13 **Recreational Facilities**. The Facilities may include certain recreational facilities ("**Recreational Facilities**"), which such Recreational Facilities shall be owned and maintained by the District. By the use of any portion of the Recreational Facilities, each Owner, its 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 and/or their immediate family members, Lessees and their guests and/or from any act or omission of any of the Indemnified Parties. Each Owner and Lessee assumes sole responsibility for the health, safety and welfare of such Owner and/or Lessee, his or her family members, invitees and guests, and the personal property of all of the foregoing, and each Owner and Lessee shall not allow any damage to the Recreational Facilities or interfere with the rights of other Owners or Lessees hereunder. Neither the District, the Declarant, nor the Association shall 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. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE RECREATIONAL FACILITIES AND SURROUNDING AREAS 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 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.

16.14 Paved and Concrete Facilities. Certain paved areas and concrete surfaces within MALABAR SPRINGS 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.

16.15 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, in its sole discretion, may install one or more Mail Delivery Centers within MALABAR SPRINGS 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 Mail Delivery Centers substantially similar to the Mail Delivery Centers originally installed by the Declarant. Mail Delivery Centers, if any, shall be maintained by the District in accordance with the requirements of the United States Postal Service and any other applicable governmental authority. All costs associated with the maintenance, repair and replacement of the Mail Delivery Centers shall be part of the District Maintenance Special Assessments, except for the costs of keys or replacement keys which shall be borne solely by the individual Owners. Each Owner is hereby granted an easement over any portion of MALABAR SPRINGS over which the Mail Delivery Centers are located for the purpose of accessing and utilizing such Mail Delivery Centers.

16.16 Public Trail System. A trail system of multi-use paths may be located within MALABAR SPRINGS (the "**Public Trail System**"). Such Public Trail System is accessible by certain persons who are not members of the Association. The District shall maintain such trail system within MALABAR SPRINGS, which costs shall be part of the District Maintenance Special Assessments. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THE DECLARANT, THE DISTRICT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING THE USE OF THE PUBLIC TRAIL SYSTEM. EACH OWNER, BY AN ACCEPTANCE OF A DEED TO A HOME, OR ANY PERSON BY USE OR OCCUPANCY OF A HOME, ACKNOWLEDGES THE FOREGOING NOTICE AND ASSUMES ALL RISKS RELATED TO OR ARISING OUT OF THE EXISTENCE OF THE PUBLIC TRAIL SYSTEM AND/OR THE USE OF THE PUBLIC TRAIL SYSTEM BY PERSONS WHO ARE NOT MEMBERS OF THE ASSOCIATION. ANY PERSON USING SUCH PUBLIC TRAIL SYSTEM, AND EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES, ARE RESPONSIBLE FOR THEIR OWN SAFETY. THE DISTRICT, THE ASSOCIATION AND THE DECLARANT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSSES OR INJURIES WHATSOEVER RESULTING FROM THE USE OF SUCH PUBLIC TRAIL SYSTEM. FURTHER, EACH OWNER ACKNOWLEDGES THE PUBLIC TRAIL SYSTEM, AND AREAS IN THE VICINITY OF THE PUBLIC TRAIL SYSTEM, MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. THE DECLARANT, THE DISTRICT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH PUBLIC TRAIL SYSTEM.

16.17 Perimeter Walls and Fences. The Declarant or its designees, may install perimeter walls or fences within MALABAR SPRINGS (the "**Perimeter Walls/Fences**"). The CDD at all times shall have the exclusive right to maintain, repair, replace any portion of the Perimeter Walls/Fences within MALABAR SPRINGS, including portions of the Perimeter Walls/Fences located on Lots; however, each Owner shall routinely clean and maintain the interior of any Perimeter Walls/Fences or portion thereof located on Owner's Lot. The CDD may perform any such maintenance, repairs or replacement of the Perimeter

Walls/Fences at the CDD's discretion and the costs of such maintenance, repairs or replacement shall be paid by District Maintenance Special Assessments. Failure of the CDD to undertake any such maintenance, replacement or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct any such Perimeter Walls/Fences.

16.18 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.

16.19 Blanket Easement in Favor of District. The District shall also have blanket easements necessary for District operations over, above, across, and under MALABAR SPRINGS. Without limitation of the foregoing, the District is hereby granted a non-exclusive easement across all property that is subject to this Declaration, including but not limited to the rights of ingress and egress for District purposes as well as the rights to construct, install, acquire, operate, maintain, repair and replace any Facilities. The easement shall permit, without limitation, all construction, maintenance, inspection, monitoring and replacement activities of the District.

16.20 Third Party Rights. The CDD is a named, third-party beneficiary of this Declaration, and shall have the right to enforce the provisions of this Declaration benefitting the CDD and/or affecting any property owned and/or maintained by the CDD.

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) and Spec 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 MALABAR SPRINGS. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

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

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

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

17.2.4 Reserves. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Reserves may be created by the approval of a majority of the total Voting Interest of the Association either at a duly called meeting or by written consent of the members. Once approved by a majority of the total Voting Interest of the Association, the Board shall create a "Reserve for Replacement" in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion

of the Common Areas (if any) or other portions of MALABAR SPRINGS maintained by the Association (the "**Reserves**"). Notwithstanding the foregoing, Reserves may be adopted by the Declarant, as the sole member of the Association, by written consent; provided, however, in no event shall the Declarant be obligated to create such Reserves. In the event the member(s) of the Association approve the establishment of Reserves, such Reserves shall be included in the budget for the following fiscal year and each year thereafter, unless otherwise waived for such particular year pursuant to Section 720.303, Florida Statutes (2024), and be payable in such manner and at such times as determined by the Association; and

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

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 shall pay Operating Expenses, Special Assessments and Reserves (as applicable) based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of all Lots conveyed to Owners, 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. In addition, and subject to the right of the Declarant pursuant to Section 17.8 of this Declaration, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy and is owned by the Declarant or a Builder (a "**Vacant Lot**") and any Lot that has a Home constructed thereon but is owned by the Declarant or a Builder (a "**Spec Lot**") shall be assessed at twenty-five percent (25%) of the Installment Assessment assessed to Lots with Homes constructed thereon as evidenced by a Certificate of Occupancy. This lesser Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. The Assessments for Vacant Lots and Spec Lots shall be additional income to the Association and shall be used at the discretion of the Board for any purpose, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. At such time as a Home is conveyed by a Builder or Declarant to an Owner, then the Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments. Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. The Declarant shall not be required to pay Reserves, Special Assessments, Use Fees or Individual Assessments. Further, notwithstanding any other provision of this Declaration to the contrary, commencing with the rental of any Home owned by a Builder for occupancy by a Lessee in exchange for the payment of rent, such Lot owned by the Builder shall not be deemed a "Spec Lot" for purposes of this Declaration,

and such Builder shall be treated as any other "Owner" hereunder, including for purposes of payment of Assessments.

17.4.2 In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. 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 against the Owners 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 and Builder agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners or Builders 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, 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 and Spec Lots shall be assessed at twenty-five percent (25%) of the Installment Assessments assessed to Lots with Homes constructed thereon and owned by Owners. This lesser Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time a Spec Lot is conveyed by the Declarant or a Builder to an Owner, then the Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments, except as otherwise provided herein. Notwithstanding any other provision to the contrary, Vacant Lots and Spec Lots shall not be responsible for Reserves or Special Assessments. Notwithstanding any other provision of this Declaration to the contrary, commencing with the rental of any Home owned by a Builder for occupancy by a Lessee in exchange for the payment of rent, such Lot owned by the Builder shall not be deemed a "Spec Lot" for purposes of this Declaration, and such Builder shall be treated as any other "Owner" hereunder, including for purposes of payment of Assessments.

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

17.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot to such Owner. Subject to the provisions of Section 17.4.1 above, Installment Assessments and Individual Assessments (if any and as applicable) shall commence as to each Builder on the date of conveyance of title of a Lot to such Builder. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's liability or 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 and Builder 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 and Builders and other income of the Association, including, without limitation, Initial Contributions and Resale Contributions, late fees and interest (the "**Deficit**"), or (ii) pay Installment Assessments on Homes or Lots owned by the Declarant at the applicable rate of Installment Assessments established for such Lots and Homes, including Vacant Lots and Spec Lots. Notwithstanding any other provision of this Declaration to the contrary, the Declarant shall never be required to (i) pay Assessments if the Declarant has elected to fund the Deficit instead of paying Assessments on Homes or Lots owned by the Declarant, (ii) pay Special Assessments, Individual Assessments or Reserves, or (iii) fund deficits due to delinquent Owners and 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 funding of budgeted Reserves, if applicable. 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 owned by the Declarant, including Vacant Lots and Spec Lots. 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 or a Builder to an Owner, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant and/or Builders, 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 AND BUILDERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS AND BUILDERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2024). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2024), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

17.9 Budgets. 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 and Builder as applicable and 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 shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2024). The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments shall be collected in advance on an annual 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. 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 Three Hundred and No/100 Dollars (\$300.00) (the "**Initial Contribution**"). The Initial Contribution shall not be applicable to conveyances from the Declarant to a Builder. The funds derived from the Initial Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to MALABAR SPRINGS, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, any Builder purchasing a Lot from the Declarant is not obligated to pay the Initial Contribution to the Association, but shall be obligated to collect the Initial Contribution and remit the same to the Association upon conveyance of a Lot to an Owner. Commencing with the rental of any Home owned by a Builder for occupancy by a Lessee in exchange for the payment of rent, such Builder shall be treated as any other "Owner" hereunder, including for purposes of payment of the Initial Contribution, and such Initial Contribution shall be due immediately upon the rental of such Home. Prior to the Community Completion Date, this Section shall not be amended without the Declarant's prior written consent.

17.12 Resale Contribution. After a Lot is improved with a Home and such Lot has been conveyed by the Declarant or a Builder to an Owner of such Home, there shall be collected from each subsequent purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount of Three Hundred and No/100 Dollars (\$300.00) (the "**Resale Contribution**") payable to the Association. The Resale Contribution shall not be applicable to conveyances from the Declarant or a Builder to the initial Owner. The funds derived from the Resale Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to MALABAR SPRINGS, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. 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 Resale Contribution to the Association. Prior to the Community Completion Date, this Section shall not be amended without the Declarant's prior written consent.

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 and Builder, as applicable. 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 or Builder, there shall be furnished to such Owner or Builder 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 or Builders who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner or Builder 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 paraprofessionals' fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Lot and all personal property located thereon owned by the Owner 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 paraprofessionals' fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity that was the record title owner of the Lot at the time when the Assessment became due, as well as such record title owner's heirs, devisees, personal representatives, successors or assigns.

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to (i) the liens of all taxes, bonds, assessments, 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 (2024). Any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners and Builders (including such acquirer of title) 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 simple interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessionals' fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner or Builder may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, then to interest (simple) accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, 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, the Association, 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 Lot, if applicable. Further, and notwithstanding anything to the contrary herein, the Declarant, the Association, 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 MALABAR SPRINGS subject to this Declaration from the Assessments, provided that such part of MALABAR SPRINGS exempted is used (and as long as it is used) for any of the following purposes:

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

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

17.20 Collection by Declarant; Advances 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 paraprofessionals' fees at all levels including appeals, collections and bankruptcy. Such remedies shall be deemed assigned to the Declarant for such purposes. Further, at any time Declarant may, but is not required to, advance monies to the Association for operations. In the event such advances are made, they will be considered a loan from Declarant, and such advanced sums shall bear interest and the Association will be obligated to repay such advance as hereinafter set forth. If the Declarant advances any sums to the Association, it shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessionals' 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 to the Association in writing that the Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage which default is not cured within thirty (30) days after the Association learns of such default. A failure by the Association to furnish notice to any Lender shall not result in liability of the Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of the Association to 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. Once established, the ACC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to MALABAR SPRINGS. 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 MALABAR SPRINGS. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within MALABAR SPRINGS 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 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 MALABAR SPRINGS. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW MALABAR SPRINGS 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 Builder, Owner and their respective Contractors, agents and employees shall observe, and comply with, the Community Standards that now or may hereafter be adopted by the Declarant or the Board. Prior to the Turnover Date, the Declarant or the Board shall have the right to adopt Community Standards. After the Turnover Date, the Board shall have the right to adopt Community Standards; provided, however, until the Community Completion Date the Declarant shall have the right to approve the Community Standards and any amendments thereto, which approval may be granted or denied in its sole discretion. The Community Standards, as amended from time to time, (i) shall be effective from the date of adoption by either the Declarant or the Board, as applicable; (ii) shall be specifically enforceable by injunction or otherwise; and (iii) shall have the effect of covenants as if set forth herein verbatim. To the extent the Community Standards are more restrictive as to any matter set forth in this Declaration, then the provisions of the Community Standards shall control. The Community Standards shall not require any Owner or Builder to alter the improvements approved by the ACC (or the Declarant, with respect to approval of Builder's plans) and previously constructed.

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

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

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

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

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

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

19.8.3 No later than 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 ACC must provide written notice to the applicable Owner stating with specificity the rule or covenant on which the ACC relied when denying the request or application and the specific aspect or part of the proposed improvement that does not conform to such rule or covenant. Upon any such disapproval by the ACC, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than 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 the ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

19.11 Permits. Each Owner 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 MALABAR SPRINGS shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in MALABAR SPRINGS shall be kept clear of construction vehicles, construction materials and debris at all times. 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, Facilities or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Community Standards. If an Owner (or any of its respective contractors and employees) shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

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

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 MALABAR SPRINGS.

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

19.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner, shall, upon demand of the Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessionals' fees at all levels including appeals, collections and bankruptcy, incurred by the Association or 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 paraprofessionals' fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

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

19.17 Certificate of Compliance. If requested in writing by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by any person or entity other than the Declarant, or its designees, the Owner shall obtain a Certificate of Compliance from the ACC, certifying that 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, Builders, the CDD, or their respective agents, assigns or contractors, 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 (including without limitation, Homes, landscaping, fences, walls, paving, lighting, or any modification on a Lot) made or to be made by or on behalf of a Builder or their contractors, shall be subject to the Community Standards and subject to review and written approval by the Declarant. Each Builder shall be solely responsible for compliance with the Community Standards, regardless of the Declarant's written approval such improvements. Such written approval by the Declarant shall not be subsequently modified or revoked for any reason, including a change to the Community Standards which occurs following the approval of Declarant. All written approvals of a Builder's plans and specifications by Declarant shall be final and may be relied upon by the Builder receiving such approval.

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, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant, the Association, or their respective directors or officers, the

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

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

20.1 Right to Cure. Should any 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 SJRWMD;

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 MALABAR SPRINGS; then the Declarant and/or the Association, or any affected Builder, where applicable, after reasonable prior written notice, shall have the right, 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. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessionals' fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment, subject to any limitations in Section 720.305, Florida Statutes (2024).

20.2 Non-Monetary Defaults. In the event of a violation by any Owner or Builder, 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 or Builder (as applicable) 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 Builder (as applicable), 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 or Builder (as applicable), including reasonable attorneys' fees and paraprofessionals' fees at all levels including appeals, collections and bankruptcy shall be assessed against the Owner or Builder as an Individual Assessment, and shall be immediately due and payable without further notice, subject to any limitations in Section 720.305, Florida Statutes (2024).

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

20.4 Rights Cumulative. All rights, remedies, and privileges granted to the Declarant, the Association, the District, the Builders and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, the Rules and Regulations 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. Subject to the terms hereof, the rights and exemptions afforded to the Declarant, the District and Builders in this Declaration shall survive the Turnover.

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, the District, Owners, 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 or Builders 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. SJRWMD 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 SMS.

20.6 Fines and Suspensions. The Board may suspend, for reasonable periods of time and in accordance with Section 720.305, Florida Statutes (2024), the rights of an Owner or an Owner's Lessees, guests and invitees to use the Common Areas and Facilities (except vehicular and pedestrian ingress and egress and necessary utilities) for failure of the Owner or such Owner's Lessee, guest or invitee, to comply with any provision of the Governing Documents including, without limitation, those provisions benefiting SJRWMD. In addition, the Board may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2024), against an Owner, Lessee, guest or invitee, for failure to comply with any provision of the Governing Documents including, without limitation, those provisions benefiting SJRWMD.

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

20.6.2 A fine or suspension may not be imposed without delivery of a notice of at least fourteen (14) days to the person sought to be fined or suspended and a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. The role of the Violations Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing delivered to the Owner, Lessee, guest or invitee in accordance with Section 720.305, Florida Statutes (2024), and shall include (i) a description of the infraction(s) or violation(s) and any specific action required to cure such infraction(s) or violation(s) (if any as applicable) (ii) the specific action required to cure such infraction(s), (iii) the date and location of

the hearing, and (iv) access information if such hearing will be held by telephone or other electronic means. The hearing of the Violations Committee must be held within ninety (90) days after issuance of the notice of violation. If the Association imposes a fine or suspension, the Board must provide written notice of such suspension by mail (including electronic 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.

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

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

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

21. Additional Rights of Declarant and Builders.

21.1 Sales and Administrative Offices. The Declarant and Builders shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of MALABAR SPRINGS and sales and re-sales of Lots, Homes and/or other properties owned by the Declarant or others (as approved by the Declarant) outside of MALABAR SPRINGS. 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 MALABAR SPRINGS, 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. The sales offices, 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, sales offices, trailers, and temporary structures used by such Builder within MALABAR SPRINGS, which approval shall not be unreasonably withheld, conditioned or delayed.

21.2 Modification. The development and marketing of MALABAR SPRINGS will continue as deemed appropriate in the Declarant's sole discretion, and nothing in the Governing Documents, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of MALABAR SPRINGS 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 Declarant shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat(s) or described herein, (ii) to plat or replat all or any part of MALABAR SPRINGS or reconfigure any Lot, and (iii) to widen, extend or relocate any right of way shown on any Plat or convert a Lot to use as a right of way, provided the Declarant owns the lands affected by or subject to such change, or if the Declarant does not own such lands, with the prior written consent of the record title owner of such land affected by or subject to such change. 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 and Builders (with Declarant's prior written approval) shall have the right, at any time or location within MALABAR SPRINGS as determined by Declarant in its sole discretion, to hold marketing, special and/or promotional events within MALABAR SPRINGS 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 MALABAR SPRINGS in advertisements and other media by making reference to MALABAR SPRINGS, including, but not limited to, pictures or drawings of MALABAR SPRINGS, Common Areas, Parcels, Lots and Homes constructed in MALABAR SPRINGS. All logos, trademarks, and designs used in connection with MALABAR SPRINGS 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 or Homes, or other properties owned by the Declarant outside of MALABAR SPRINGS.

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 MALABAR SPRINGS 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 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. Notwithstanding the foregoing, the Declarant is required to obtain the prior written consent of any Builder whose Lot shall be affected by new or relocated easements before such easements affect such Builder's Lot.

21.8 No Failure of Easements. Notwithstanding anything contained in the Governing Documents to the contrary, should the intended creation of any easement provided for in the Governing Documents fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement or no separate ownership of the dominant and servient estates, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Declarant and/or the Association, as applicable, as agent for such intended grantees, or to be a "springing easement" for the purpose of allowing the original party to whom, or the original party to which, the easements were originally intended to have been granted the benefit of such easement, and the Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

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

21.10 Additional Development. If the Declarant withdraws portions of MALABAR SPRINGS 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 improvements that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by the Declarant.

21.11 Representations. The Declarant makes no representations concerning development both within and outside the boundaries of MALABAR SPRINGS 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 MALABAR SPRINGS or adjacent to or near MALABAR SPRINGS, 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.

21.12 [Intentionally Deleted].

21.13 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT, ANY BUILDER, NOR THE ASSOCIATION, NOR THE DISTRICT 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 MALABAR SPRINGS INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PARTY WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

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

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

21.13.4 EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF MALABAR SPRINGS (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).

21.14 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, UNLESS REQUIRED TO SUBMIT A DISPUTE (AS DEFINED HEREIN) TO MEDIATION AND/OR ARBITRATION PURSUANT TO SECTION 26 HEREIN, 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.

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

21.16 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES 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 BUILDERS; 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 MALABAR SPRINGS 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, 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, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

21.17 Duration of Rights. The rights of the Declarant 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 such Builder, as applicable, in an amendment to the Declaration recorded in the Public Records.

21.18 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of MALABAR SPRINGS, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 5, 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 MALABAR SPRINGS without the Declarant's prior review and prior written consent. Evidence of the Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

21.19 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in MALABAR SPRINGS shall be subject to the prior written approval of the Declarant. The Declarant shall deliver notice of the Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If the Declarant fails to deliver notice of the Declarant's approval or disapproval within

such thirty (30) day period, the Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained. This Section 21.19 shall not apply to Builders.

21.20 Use of Name "MALABAR SPRINGS". No person or entity shall use the name "MALABAR SPRINGS," 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 the MALABAR SPRINGS name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name "MALABAR SPRINGS" in printed or promotional material where such term is used solely to specify that particular property is located within MALABAR SPRINGS. This Section 21.20 shall not apply to Builders.

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

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

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

24. General Provisions.

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

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

24.3 Execution of Documents. The Declarant's plan of development for MALABAR SPRINGS 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 and/or Builders, the Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners and Builders, 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 and

Builders, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner and Builder agrees, by its acceptance of a deed to a Lot or any other portion of MALABAR SPRINGS, 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 MALABAR SPRINGS or any portion(s) thereof.

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

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

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

24.7 Construction Activities. ALL OWNERS, LESSEES, OCCUPANTS AND USERS OF MALABAR SPRINGS ARE HEREBY PLACED ON NOTICE THAT (1) THE DECLARANT, BUILDERS, THE DISTRICT 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 MALABAR SPRINGS, 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 MALABAR SPRINGS, 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 MALABAR SPRINGS WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE DECLARANT, BUILDERS, THE DISTRICT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM THE DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF MALABAR SPRINGS HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

24.8 Title Documents. Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records (collectively, the "**Title Documents**"). The Declarant's plan of development for MALABAR SPRINGS 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 and/or Builders, the Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners and Builders, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners and Builders, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner and Builder 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 or Builder 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 MALABAR SPRINGS. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of the Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association.

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

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

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

24.13 Right to Contract. Prior to the Turnover Date, the Declarant, and thereafter, the Association, shall have the right, to make Common Areas available to individuals, persons, firms or legal entities other than the Owners and Builders. The granting of such rights shall not invalidate this Declaration,

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

24.14 Declarant's Disclaimer of Representations. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE DECLARANT MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER EITHER EXPRESS OR IMPLIED, THAT ANY PLANS PRESENTLY ENVISIONED FOR THE COMPLETE DEVELOPMENT OF MALABAR SPRINGS OR SURROUNDING LAND CAN OR WILL BE CARRIED OUT, OR THAT ANY REAL PROPERTY NOW OR HEREAFTER ACQUIRED BY THE DECLARANT IS OR WILL BE SUBJECT TO THIS DECLARATION, OR THAT ANY SUCH REAL PROPERTY (WHETHER OR NOT IT HAS BEEN SUBJECTED TO THIS DECLARATION) IS OR WILL BE COMMITTED TO OR DEVELOPED FOR A PARTICULAR (OR ANY) USE OR PURPOSE, OR THAT SUCH REAL PROPERTY ONCE USED FOR A PARTICULAR USE, WILL CONTINUE IN EFFECT OR WILL BE SUFFICIENT FOR SUCH PURPOSE. While the Declarant has no reason to believe that any of the covenants, restrictions and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, the Declarant makes no warranty or representation as to the present or future validity or enforceability of any such covenants, restrictions and other provisions. Any Owner acquiring a Lot in reliance on such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold the Declarant harmless therefrom.

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

24.16 Right to Contract for Street Light Services. The Declarant, the District, or the Association shall have the right, but not the obligation, to enter into one or more contracts with any private provider or third party entity (a "**Private Street Light Provider**") for the provision of street lighting services, including, but not limited to, solar power street lights, within all or any part of MALABAR SPRINGS. Prior to the Community Completion Date, all contracts between a Private Street Light Provider and the Association or the District, if any, shall be subject to the prior written approval of the Declarant. If any such contract is

established, any fees for such street light services payable to the Private Street Light Provider shall be Operating Expenses or District Maintenance Special Assessments, as applicable, and shall be included within the annual budget of the Association or the District, as applicable.

25. Stormwater Management System.

25.1 General. The CDD shall be responsible for maintenance, operation and repair of the SMS in MALABAR SPRINGS. Maintenance of the SMS shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other stormwater management capabilities as permits by SJRWMD. Any repair or reconstruction of the SMS shall be as permitted, or if modified as approved by the SJRWMD.

25.1.1 Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SMS without the prior written consent of SJRWMD. 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 SMS. To the extent there exists within MALABAR SPRINGS any 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 SJRWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SJRWMD in the Permit may be conducted without specific written approval from SJRWMD.

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 person shall fill, dike, rip-rap, block, divert or change the established retention/detention areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant, 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 SMS, 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 SMS. The cost 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 ANY WETLAND CONSERVATION AREAS, IF ANY. "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 SMS, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SJRWMD, the Association, the District and the Declarant, its successors and assigns.

25.1.6 SJRWMD shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the SMS.

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

25.1.8 If the Association shall cease to exist, and the District does not own or operate all SMS, the SMS must be transferred to, accepted and maintained by an entity in accordance with 12.3 of the Environmental Resource Permit Applicant's Handbook Volume 1 and in compliance with Section 62-330.310, Florida Administrative Code (2024).

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

25.1.10 Each Owner within MALABAR SPRINGS at the time of the construction of a Home or structure shall comply with the construction plans for the SMS approved and on file with SJRWMD.

25.1.11 Owners and Builders 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 and Builders shall address any questions regarding authorized activities within the retention/detention areas to SJRWMD.

25.2 Proviso. Any amendment to the Declaration that alters the SMS beyond its original condition, including the mitigation or preservation areas and the water management portions of the Common Areas must have the prior approval of SJRWMD.

25.3 Mitigation Area Monitoring. In the event MALABAR SPRINGS 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 SJRWMD 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.

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

25.5 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the

Permit, and the Plats associated with MALABAR SPRINGS. Activities prohibited within the conservation areas include, but are not limited to, the following:

25.5.1 No structures or construction of any kind may be erected;

25.5.2 No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted;

25.5.3 No activity may be done or performed which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing biosystems or ecosystems; or (iv) recovery of an impaired system;

25.5.4 No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas;

25.5.5 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

25.5.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

25.5.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

25.5.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;

25.5.9 No Owner or Builder within MALABAR SPRINGS may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit and Plat, including the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s), unless prior approval is received from SJRWMD; and

25.5.10 Each Owner within MALABAR SPRINGS at the time of construction of a building, residence, or structure shall comply with the construction plans for the SMS approved and on file with SJRWMD.

LOTS MAY CONTAIN OR ABUT WETLAND CONSERVATION AREAS THAT ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR EXCEPT TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE DISTRICT IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SJRWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE DISTRICT.

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 or any Builder; (2) arising by virtue of any representations, promises or warranties alleged to have been made by the Declarant or the Declarant’s representatives, any Builder, or any Builder’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 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 the Declarant, or a Builder 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, employees and agents and any Builder’s affiliates, directors, officers, 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 or Builder, as applicable, may, at their sole election, include the Declarant’s and/or Builder’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 paraprofessionals' 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, paraprofessionals' 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, paraprofessionals' 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 or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

26.8 The Declarant and Builders support 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 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, a Builder, 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, EACH BUILDER 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 OR A BUILDER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 26.4 ABOVE.

[SIGNATURES APPEAR 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:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

"DECLARANT"

CRE-KL MALABAR OWNER, LLC, a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

Address: 105 NE 1st Street
 Delray Beach, Florida 33444

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024 by _____, as _____, of CRE-KL MALABAR OWNER, LLC, a Delaware limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ has produced a drivers license as identification.

My commission expires:

NOTARY PUBLIC

Print Name _____

JOINDER

MALABAR SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the COMMUNITY DECLARATION FOR MALABAR SPRINGS (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:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

**MALABAR SPRINGS HOMEOWNERS
ASSOCIATION, INC.**, a Florida not-for-profit
corporation

By: _____
Name: William Fife
Title: President

Address: 14025 Riveredge Drive, Suite 175
Tampa, Florida 33637

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 William Fife, as President of MALABAR SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who ☐ is personally known to me or ☐ has produced a drivers license as identification.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name _____

JOINDER OF MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT

MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes (the "**CDD**") does hereby join in this COMMUNITY DECLARATION FOR MALABAR SPRINGS (this "**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 CDD agrees this Joinder is for the purpose of evidencing the CDD's acceptance of the rights, responsibilities and obligations of the CDD provided in the Declaration and for subjecting any land within MALABAR SPRINGS owned by the CDD (if any) to the terms of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 2024.

WITNESSES:

MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Address: _____

Print Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____ as _____ of MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes, on behalf of the CDD, who ☐ is personally known to me or ☐ has produced a driver's license as identification.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name: _____

JOINDER

For good and valuable consideration in hand paid, **MARONDA HOMES, LLC OF FLORIDA**, a Florida limited liability company (the "**Maronda**"), as owner and holder of that certain Deposit Release Lien recorded under Clerk's File Number 2024167336, in Official Records Book 10135, Page 2161 of the Public Records of Brevard County, Florida (as may be modified, the "**Deposit Release Lien**") securing all of the real property described therein, hereby consents to the making and recording of the COMMUNITY DECLARATION FOR MALABAR SPRINGS (the "**Declaration**") to which this Joinder is attached. Maronda hereby consents and agrees that the aforesaid Deposit Release Lien held by Maronda 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 Deposit Release Lien on the property secured thereby, or any of the rights and remedies of the Maronda or any subsequent holder thereof, nor shall anything herein contained be construed as an assumption by Maronda 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: _____
Address: _____

Print Name: _____
Address: _____

MORTGAGEE:

MARONDA HOMES, LLC OF FLORIDA, a Florida limited liability company

By: _____
Name: _____
Title: _____

Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____, as _____ of MARONDA HOMES, LLC OF FLORIDA, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ has produced a driver's license as identification.

My commission expires:

NOTARY PUBLIC, State of _____
Print Name: _____

EXHIBIT 1

LEGAL DESCRIPTION

PART OF THOSE CERTAIN PARCELS OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3678, PAGE 2048 AND OFFICIAL RECORDS BOOK 3660, PAGE 1644, ALL RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING PART OF THE WEST 1/2 OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF SAID SECTION 32 AND RUN N00°44'16"E, ALONG THE EAST LINE OF SAID WEST ONE-HALF OF SAID SECTION 32, A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MALABAR ROAD; THENCE S89°44'45"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF MALABAR ROAD, A DISTANCE OF 74.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. 6, A 148.00 FOOT WIDE RIGHT-OF-WAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S89°44'45"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2501.10 FEET TO THE EAST RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. 5; THENCE N00°45'00"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5007.86 FEET; THENCE N32°05'43"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 153.77 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. 1, A 225.00 FOOT WIDE RIGHT-OF-WAY; THENCE N89°48'04"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2419.96 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. 6; THENCE S00°44'16"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5135.43 FEET TO THE POINT OF BEGINNING. CONTAINING 294.70 ACRES, MORE OR LESS

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

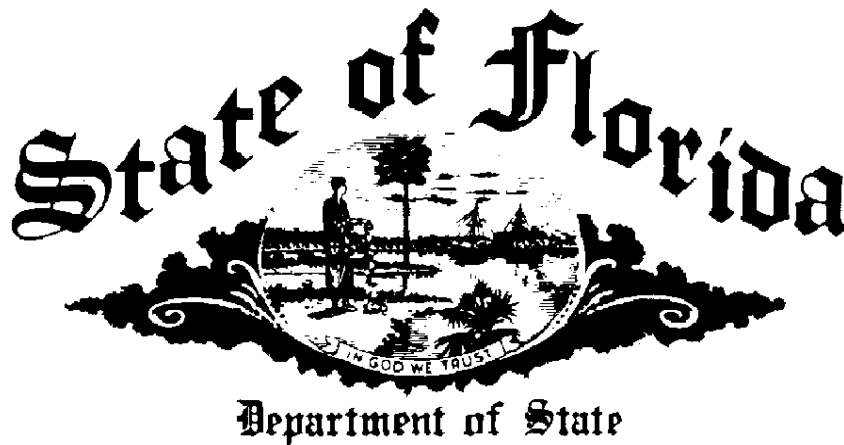
COMMENCE AT THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF SAID SECTION 32 AND RUN N00°44'16"E, ALONG THE EAST LINE OF SAID WEST ONE-HALF OF SAID SECTION 32, A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MALABAR ROAD; THENCE S89°44'45"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF MALABAR ROAD, A DISTANCE OF 74.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. 6, A 148.00 FOOT WIDE RIGHT-OF-WAY; THENCE N00°44'16"E, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID CANAL NO. 6, A DISTANCE OF 37.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N00°44'16"E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1167.08 FEET; THENCE S90°00'00"W A DISTANCE OF 1109.38 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 89°15'44", A CHORD BEARING OF S45°22'08"W AND A CHORD LENGTH OF 140.51 FEET), A DISTANCE OF 155.79 FEET TO THE END OF SAID CURVE; THENCE S00°44'16"W A DISTANCE OF 251.31 FEET; THENCE S90°00'00"W A DISTANCE OF 24.68 FEET; THENCE S01°28'31"W A DISTANCE OF 50.02 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°15'44", A CHORD BEARING OF S45°22'08" AND A CHORD LENGTH OF 35.13 FEET), A DISTANCE OF 38.95 FEET TO THE END OF SAID CURVE; THENCE S00°44'16"W A DISTANCE OF 580.73 FEET; THENCE S89°15'44"E A DISTANCE OF 15.00 FEET; THENCE S00°44'16"W A DISTANCE OF 141.52 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 90°59'31", A CHORD BEARING OF S44°45'29"E AND A CHORD LENGTH OF 35.66 FEET), A DISTANCE OF 39.70 FEET TO THE END OF SAID CURVE; THENCE N89°44'45"E A DISTANCE OF 1217.75 FEET TO THE POINT OF BEGINNING. CONTAINING 33.24 ACRES, MORE OR LESS.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF SAID SECTION 32 AND RUN N00°44'16"E, ALONG THE EAST LINE OF SAID WEST ONE-HALF OF SAID SECTION 32, A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MALABAR ROAD; THENCE S89°44'45"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF MALABAR ROAD, A DISTANCE OF 74.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. 6, A 148.00 FOOT WIDE RIGHT-OF-WAY; THENCE S89°44'45"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2081.15 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S89°44'45"W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 364.94 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 8442, PAGE 2936, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N00°44'59"E, ALONG THE BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 8442, PAGE 2936, A DISTANCE OF 182.55 FEET; THENCE N89°44'46"E, CONTINUING ALONG THE BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 8442, PAGE 2936, A DISTANCE OF 365.06 FEET; THENCE S00°47'19"W A DISTANCE OF 182.55 FEET TO THE POINT OF BEGINNING. CONTAINING 1.53 ACRES, MORE OR LESS.

EXHIBIT 2
ARTICLES OF INCORPORATION

DRAFT



I certify from the records of this office that MALABAR SPRINGS HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on May 13, 2024.

The document number of this corporation is N24000005692.

I further certify that said corporation has paid all fees due this office through December 31, 2024, and its status is active.

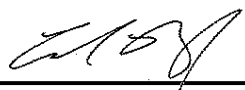
I further certify that said corporation has not filed Articles of Dissolution.

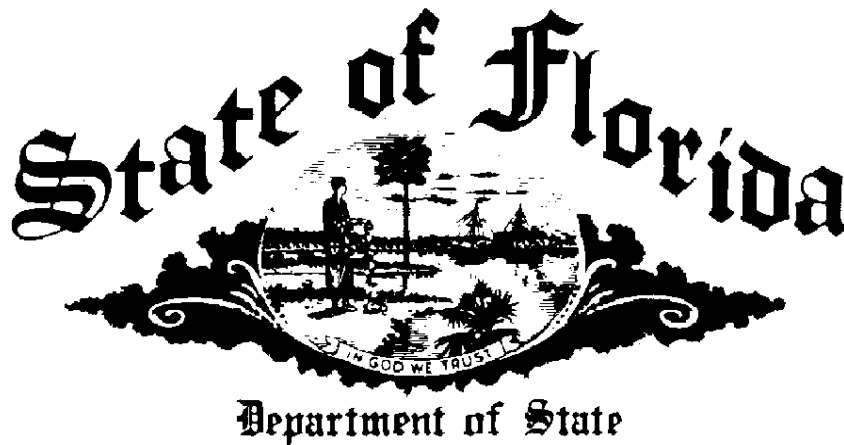
I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 924A00010495-051424-N24000005692-1/1, noted below.

Authentication Code: 924A00010495-051424-N24000005692-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fourteenth day of May, 2024




Secretary of State



I certify the attached is a true and correct copy of the Articles of Incorporation of MALABAR SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on May 13, 2024, as shown by the records of this office

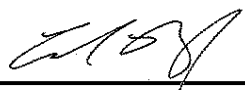
I further certify the document was electronically received under FAX audit number H24000171886. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N24000005692.

Authentication Code: 924A00010495-051424-N24000005692-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fourteenth day of May, 2024


Secretary of State



May 14, 2024

FLORIDA DEPARTMENT OF STATE
Division of Corporations

MALABAR SPRINGS HOMEOWNERS ASSOCIATION, INC.
14025 RIVEREDGE DR STE 175
TAMPA, FL 33637US

The Articles of Incorporation for MALABAR SPRINGS HOMEOWNERS ASSOCIATION, INC. were filed on May 13, 2024, and assigned document number N24000005692. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H24000171886.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6052.

KAIN COSTELLO
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 924A00010495

ARTICLES OF INCORPORATION
OF
MALABAR SPRINGS HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

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**ARTICLES OF INCORPORATION
OF
MALABAR SPRINGS HOMEOWNERS ASSOCIATION, INC.
(A NOT-FOR-PROFIT CORPORATION)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a not-for-profit corporation, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is MALABAR SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

2. Principal Office. The principal office of the Association is: 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is: 401 East Jackson Street, Suite 2100, Tampa, Florida 33602. The name of the Registered Agent of the Association is:

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.
C/O CHRISTIAN F. O'RYAN, ESQ.

4. Definitions. The COMMUNITY DECLARATION FOR MALABAR SPRINGS (the "**Declaration**") will be recorded in the Public Records of Brevard County, Florida, and shall govern all of the operations of a community to be known as MALABAR SPRINGS. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to: (i) provide for ownership, operation, maintenance and preservation of the Common Areas and improvements thereon; (ii) perform the duties delegated to it in the Declaration, the Bylaws and these Articles; and (iii) administer the rights and interests of the Declarant, Builders, the Association and the Owners.

6. Not for Profit. The Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided;

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and MALABAR SPRINGS;

7.3 To operate and maintain the SMS, in the event the District does not operate and maintain the SMS. In the event the District does not own and operate all SMS, the Association shall operate, maintain and manage the SMS in a manner consistent with the Permit requirements and applicable SJRWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the SMS. To the extent required by the Permit, the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the SMS. In the event the District does not own and operate all SMS, Assessments shall be used for the maintenance and repair of the SMS and mitigation or preservation areas, including, but not limited to, work within retention areas, drainage structures, and drainage easements;

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and the Bylaws;

7.5 To pay all Operating Expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration;

7.7 To borrow money, and (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Board; and (b) the prior written consent of the Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of MALABAR SPRINGS to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.9 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes;

7.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, MALABAR SPRINGS, the Common Areas, Lots, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized;

7.11 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

7.12 To employ personnel and retain independent contractors to contract for management of the Association, MALABAR SPRINGS, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

7.13 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and MALABAR SPRINGS, as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services;

7.14 To establish committees and delegate certain of its functions to those committees;

7.15 To have the power to sue and be sued;

7.16 To take any other action necessary or desirable to carry out any purpose for which the Association has been organized; and

7.17 To enter into agreements with other homeowners associations, property associations or other third parties, including, without limitation, any cost-sharing agreements or agreements to acquire licenses, leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of MALABAR SPRINGS, including, but not limited to, facilities, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other

EXHIBIT 3

BYLAWS

DRAFT

BYLAWS
OF
MALABAR SPRINGS HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

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**BYLAWS
OF
MALABAR SPRINGS HOMEOWNERS ASSOCIATION, INC.**

1. Name and Location. The name of the corporation is MALABAR SPRINGS HOMEOWNERS ASSOCIATION, INC. (the "**Association**"). The principal office of the corporation shall be located at 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

2. Definitions. The definitions contained in the COMMUNITY DECLARATION FOR MALABAR SPRINGS (the "**Declaration**") relating to the residential community known as MALABAR SPRINGS, recorded, or to be recorded, in the Public Records of Brevard County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"**Minutes**" shall mean the minutes of all member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"**Official Records**" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4), Florida Statutes (2024).

3. Members.

3.1 Voting Interests. Each Owner, Builder and the Declarant shall be a member of the Association. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. There shall be one (1) vote appurtenant to each Lot. Prior to the Turnover, the Declarant shall have Voting Interests equal to nine (9) votes per Lot owned by the Declarant; provided, however, as to land which is annexed or added pursuant to the terms of the Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel owned by the Declarant, until such time as the Parcel is platted, whereupon the Declarant shall be entitled to nine (9) votes per Lot owned by the Declarant in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall have Voting Interests equal to one (1) vote for each Lot owned by the Declarant. For the purposes of determining who may exercise the Voting Interest associated with each Lot, the following rules shall govern:

3.1.1 Home Owned By Legally Married Couple. Either spouse (but not both) may exercise the Voting Interest with respect to a Lot. In the event the spouses cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a Lot, the Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the Lot is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Lot for all Association purposes. If the Lot is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the member with respect to the Lot for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either trustee may exercise the Voting Interest associated with such Lot. In the event of a conflict between trustees, the Voting Interest for the Lot in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Lot shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3 Corporations. If a Lot is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the member who can exercise the Voting Interest associated with such Lot.

3.1.4 Limited Liability Companies. If a Lot is owned by a limited liability company, the company shall designate a person, an officer, employee, or agent who shall be treated as the member who can exercise the Voting Interest associated with such Lot.

3.1.5 Partnerships. If a Lot is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Lot is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Lot cannot be exercised.

3.1.6 Multiple Individuals. If a Lot is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Lot. In the event that there is a conflict among such individuals, the Voting Interest for such Lot cannot be exercised.

3.1.7 Liability of the Association. The Association may act in reliance upon any writing or instrument or signature, whether original or by Electronic Transmission, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2 Annual Meetings. The annual meeting of the members (the "**Annual Members Meeting**") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3 Special Meetings of the Members. Special meetings of the members (a "**Special Members Meeting**") may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by the Association. A copy of the notice shall be given to each member entitled to vote, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient), unless otherwise required by Florida law. Written notice is effective (i) when mailed, if mailed postpaid and correctly addressed to the members' address last appearing on the books; or (ii) when transmitted by any form of Electronic Transmission. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, as amended from time to time, the Board may, by majority consent, adopt from time to time, other procedures for giving notice to the members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each member.

3.5 Quorum of Members. Until the Turnover, a quorum shall be established by the Declarant's presence, in person or by proxy, at any meeting. After the Turnover, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of the members entitled to cast ten percent (10%) of the total Voting Interests, except as otherwise provided in the Declaration, the Articles, or these Bylaws. To the extent permitted by applicable law, as amended from time to time, members may attend members' meetings and vote as if physically present via telephone, real-time videoconferencing, or

similar real-time electronic or video communication. A member's attendance via telephone, real-time videoconferencing, or similar real-time electronic or video communication shall count toward the quorum requirements as if such member was physically present. In the event members elect not to be physically present at a members' meeting, a speaker must be used so that the conversation of such members may be heard by the Board or committee members attending in person as well as by any Owners and Builders present at the meeting. Notwithstanding the foregoing or any other provision of these Bylaws to the contrary, members may attend and participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication only if a majority of the Board approved such manner of attendance.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the members present shall have power to adjourn the meeting and reschedule it on another date.

3.7 Action of Members. Decisions that require a vote of the members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these Bylaws.

3.8 Proxies. At all meetings, members may vote their Voting Interests in person or by proxy. In addition, to the extent permitted by the Board and to extent the Association adopted technology that facilitates voting remotely, members may also cast their votes utilizing such technology and participating via telephone, real-time videoconferencing, or similar real-time electronic or video communication. All proxies shall comply with the provisions of Section 720.306(8), Florida Statutes (2024), as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Proxyholders may also attend and/or participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication so long as the proxies are delivered to the Secretary at or prior to the meeting and otherwise in compliance with this Section 3.8. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1 Number. The affairs of the Association shall be managed by a Board consisting of no less than three (3) persons and no more than five (5) persons. Board members appointed by the Declarant need not be members of the Association. Board members elected by Owners and Builders must be members of the Association. Pursuant to Section 720.307(2), Florida Statutes (2024) Owners are entitled to elect one (1) member of the Board (the "**Pre-Turnover Director**") when fifty percent (50%) of all the Lots ultimately planned for MALABAR SPRINGS are conveyed to Owners, provided the Owners exercise such right. In the event the Owners do not exercise the right to elect the Pre-Turnover Director, then a vacancy on the Board shall occur and the remaining members of the Board may fill such vacancy.

4.2 Term of Office. The term of office for the Pre-Turnover Director shall end at the next Annual Members Meeting after the Pre-Turnover Director's election, or on the date the Turnover election takes place (the "**Turnover Date**"), whichever occurs first. In the event that the Pre-Turnover Director's term expires at the Annual Members Meeting, a new Pre-Turnover Director shall be elected by the Owners at the next Annual Members Meeting or on the Turnover Date, whichever occurs first, with the election process repeated thereafter until Turnover. Except with respect to the Pre-Turnover Director, the election of Directors shall take place after the Declarant no longer has the authority to appoint a majority Board and shall take place on the Turnover Date. On the Turnover Date the members shall elect three (3) Directors: one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years. The candidates receiving the most votes shall be elected to office. Of such candidates receiving the most votes, (i) the candidate with the most votes shall serve as the Director for three (3) years; (ii) the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and (iii) the candidate receiving the least amount of votes shall serve as Director for one (1) year. At each Annual Members Meeting thereafter, the members shall elect the appropriate number of Directors for a term of three (3) years. Each Director's respective term shall end upon the election of new Directors at the applicable Annual Members Meeting (except that the term of any Director appointed by the Declarant shall extend until the date designated by the Declarant, or until the Turnover Date).

4.3 Removal. Any vacancy created by the resignation or removal of a Board member appointed by the Declarant may be replaced by the Declarant. The Declarant may replace or remove any Board member appointed by the Declarant in the Declarant's sole and absolute discretion. In the event of death or resignation of a Director elected by the members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of members holding a majority of the Voting Interests.

4.4 Compensation. No Director shall receive compensation for any service rendered as a Director to the Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6 Appointment and Election of Directors. Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. Subject to the Declarant's right to appoint a Director as permitted by Section 720.307(3), Florida Statutes (2024), from and after the expiration of the Turnover, or such earlier date determined by the Declarant in its sole and absolute discretion, the members shall elect Directors of the Association at or in conjunction with the Annual Members Meeting.

4.7 Nomination. Prior to each election at which Owners and Builders are entitled to elect any of the Directors, the Board shall prescribe (and communicate to the members) the opening date and the closing date of a reasonable filing period ("**Candidate Filing Period**") in which every eligible person who has an interest in serving as a Director may file as a candidate for such Director position. The Board may also appoint a Nominating Committee (as defined herein) to make nominations for election of Directors to the Board. A "**Nominating Committee**," if appointed, shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. Any Nominating Committee shall serve for a term of one (1) year or until its successors are appointed. In preparation for each election, the Nominating Committee, if appointed, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of Directors' positions to be filled at such election. Any member may nominate himself or herself as a candidate by notice to the Nominating Committee (or to the Secretary if there is no Nominating Committee) within the Candidate Filing Period.

4.8 Election. Each member may cast as many votes as the member has under the provisions of the Declaration, for each vacancy on which such member is entitled to vote. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the members (for each vacancy on which such members are entitled to vote) is elected. Cumulative voting is not permitted. So long as required by Section 720.306(9), Florida Statutes (2024), any election dispute between a member and the Association shall be resolved by binding arbitration with the Division of Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation or filed with a court of competent jurisdiction. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.

5. Meeting of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of the Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of the Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be an action of the Board. Directors may attend meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such Director may vote as if physically present. A speaker must be used so that the conversation of Directors not physically present may be heard by the Board, as well as by any members present at the meeting. The Board may, by majority consent, permit Members to attend Board meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A member participating in a meeting by this means is deemed to be present in person at the meeting.

5.5 Open Meetings. Meetings of the Board, and of any committee of the Board, shall be open to all members.

5.6 Voting. Board members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least forty-eight (48) hours in advance, except in an event of an emergency. Notices of meetings of the Board shall specify the agenda items for the meetings to the extent required under Section 720.303(2), Florida Statutes (2024). Alternatively, notice may be given to members in any other manner provided by Florida Statute, as amended from time to time. By way of example, and not of limitation, notice may be given in any newsletter distributed to the members, subject to the requirements of Section 720.303(2), Florida Statutes (2024). Written notice of Board meetings also may be provided when transmitted by any form of Electronic Transmission. For the purposes of giving notice, the area for notices to be posted selected by the Board shall be deemed a conspicuous place. Notwithstanding anything to the contrary herein, notice of any meeting of the Board at which an Assessment will be levied must be provided to all members at least fourteen (14) days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments.

5.8 Electronic or Video Attendance. The Board may, by majority consent, permit any directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting, such as telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director participating in a meeting by this means is deemed to be present in person at the meeting. Notwithstanding any provision herein to the contrary, the meeting must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting.

6. Powers and Duties of the Board.

6.1 Powers. The Board shall have, subject to the limitations and reservations set forth in the Declaration and Articles, the powers reasonably necessary to manage, operate, maintain and discharge the duties of the Association, including, but not limited to, the power to cause the Association to do the following:

6.1.1 General. Exercise all powers, duties and authority vested in or delegated to the Association by law and in these Bylaws, the Articles, and the Declaration, including without

limitation, adopt budgets, levy Assessments, enter into contracts with Telecommunications Providers for Telecommunications Services.

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of MALABAR SPRINGS by the members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3 Enforcement. The following provisions shall be subject to any limitations in Section 720.305, Florida Statutes (2024), as applicable. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a member during any period in which such member shall be in default in the payment of any Assessment or charge levied, or collected, by the Association.

6.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees and/or Independent Contractors. Engage, on behalf of the Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of the Association and/or its officers.

6.1.6 Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving the Association or its members, on behalf of the Association or the discharge of its duties, as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2 Vote. The Board shall exercise all powers so granted, except where the Declaration, Articles or these Bylaws specifically require a vote of the members.

6.3 Limitations. Until the Turnover, the Declarant shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by the Association, the Board, the ACC, any committee of the Association, or the vote of the members. This right may be exercised by the Declarant at any time within sixty (60) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board, the ACC or any committee of the Association.

7. Obligations of the Association. The Association, subject to the provisions of the Declaration, Articles, and these Bylaws shall discharge such duties as necessary to operate the Association pursuant to the Declaration, including, but not limited to, the following:

7.1 Official Records. Maintain and make available all Official Records;

7.2 Supervision. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

7.3 Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of the Association or where the Association has agreed to do so, of the members; and

7.4 Enforcement. Enforce the provisions of the Declaration, Articles, these Bylaws, and Rules and Regulations.

8. Officers and Their Duties.

8.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2 Election of Officers. After the Turnover, and except as set forth herein, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of the Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7 Multiple Offices. The office of President and Vice President shall not be held by the same person. All other offices may be held by the same person.

8.8 Duties. The duties of the officers are as follows:

8.8.1 President. The President shall preside at all meetings of the Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Association and the Board; keep the corporate seal of the Association and affix it on all papers required to be sealed (if and as applicable); serve notice of meetings of the Board and of the Association; keep appropriate current records showing the names of the members of the Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of the Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303, Florida Statutes (2024), cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1 General. Subject to Section 617.0825, Florida Statutes (2024), the Board may appoint such committees as deemed appropriate, which committees may be comprised of all members, all directors, or a combination of the foregoing. The Board may fill any vacancies on all committees.

9.2 ACC. The Declarant shall have the sole right to appoint the members of the ACC until the Community Completion Date. Upon expiration of the right of the Declarant to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Records. The Official Records of the Association shall be available for inspection by any member at the principal office of the Association. Copies may be purchased, by a member, at a reasonable cost. The Association may comply with an Official Records request by making the records available to a member electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association must allow a member to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the Official Records in lieu of the Association providing the member with a copy of such records. The Association may not charge a fee to a member for the use of a portable device.

11. Corporate Seal. The Association may have an impression seal in circular form.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, prior to the Community Completion Date, any amendment to these Bylaws shall require the prior written consent of the Declarant. 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 these Bylaws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists and is effective on the date the Declaration is recorded in the Public Records or except as expressly set forth herein. The Declarant's right to amend under this provision is to be construed as broadly as possible. In the event the Association shall desire to amend these Bylaws prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Thereafter, the Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth above, these Bylaws 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 called meeting of the members. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover by a majority of the Board acting alone to change the number of Directors on the Board and their respective terms. Such change shall not require the approval of the members. Any change in the number of Directors shall not take effect until the next Annual Members Meeting.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SJRWMD. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws, 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, SJRWMD, 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 Date, but subject to the general restrictions on amendments set forth above, the Board shall have the right

to amend these Bylaws, 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, SJRWMD 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.

13. Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31st of that year. Thereafter, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1 Florida Statutes. Whenever these Bylaws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date these Bylaws are recorded in the Public Records except to the extent provided otherwise as to any particular provision of the Florida Statutes.

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

CERTIFICATION

I, William Fife, do hereby certify that:

I am the duly elected and acting President of MALABAR SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation; and

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 2024.

William Fife, President

(CORPORATE SEAL)

EXHIBIT 4
PERMIT

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