

This Instrument Prepared by:
Jennifer Englert, Esquire
✓ The Orlando Law Group, PL
12301 Lake Underhill Road, Suite 213
Orlando, Florida 32828

**CERTIFICATE OF APPROVAL OF SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
DENSAN PARK**

The undersigned authority hereby certifies that at a duly noticed meeting of the Members held on the 17th day of November, 2023 the Members of Densan Park Property Owners Association Inc, approved the attached Second Amended and Restated Declaration of Covenants, Conditions and Restrictions as originally recorded in the Public Records of Sumter County, Florida on August 7, 2019 at Official Record Book 3608, Page 212 *et al.* and amended January 21, 2021 at Official Record Book 3903, Page 402 *et al.* The approval was achieved by the vote of two-thirds of the votes entitled to be cast at that time at a duly noticed meeting as set forth in Article 12 of the Declaration of Covenants, Conditions and Restrictions of Densan Park Property Owners Association Inc.

Witness my hand and seals this 7 day of February, 2024

Densan Park Property Owners Association Inc

By: *Dennis Ferguson*

Dennis Ferguson, President

**STATE OF FLORIDA
COUNTY OF SUMTER**

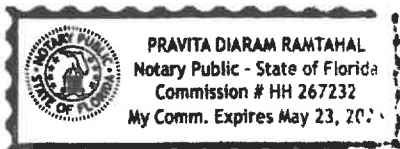
The foregoing instrument was acknowledged before me, a notary public, by means of physical presence or [] online notarization, this 7 day of February 2024, Dennis Ferguson as President of the Board of Directors of Densan Park Property Owners Association Inc who is personally known to me or produced a driver's license as identification.



Pravita Diaram Ramtahal
Printed Notary Name Pravita Diaram Ramtahal

NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires: May 23, 2026



This Instrument Prepared by:
Jennifer Englert, Esquire
The Orlando Law Group, PL
12301 Lake Underhill Road, Suite 213
Orlando, Florida 32828

**SECOND AMENDED and RESTATED
Declaration of Covenants, Conditions and Restrictions
for
DENSAN PARK**

THIS AMENDED and RESTATED DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS for **DENSAN PARK** (hereinafter referred to as the "*Declaration*"), is hereby adopted by Densan Partners, LLC, a limited liability company, whose address is 10805 Southeast County Highway C-25, Belleview Florida 34420 (hereafter the "*Declarant*"), as the owner in fee simple of that certain real property described in **Exhibit "A"** attached hereto, being the same property located in Sumter County, Florida and subject to the Plat of DENSAN PARK PHASE ONE, pursuant to a plat recorded in Plat Book 19, Pages 7 through 7A, of the Public Records of Sumter County, Florida.

WITNESSETH:

For the purposes of enhancing and protecting the value, attractiveness and desirability of the Lots, Tracts and Common Elements constituting such Subdivision, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns, all shall inure to the benefit of each owner thereof.

**ARTICLE 1.
DEFINITIONS**

Section 1.1 "Architectural Review Board" or "*ARB*" -- shall mean the Board of Directors of the Association, until such time as the Board, in its discretion, appoints persons to constitute a separate committee created by the Board pursuant to Article 7 of this Declaration.

Section 1.2 "Articles" -- shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida (a true copy of which is attached hereto as **Exhibit "B"**), including any amendments thereto.

Section 1.3 "Assessments" -- shall mean any of the types of Assessments defined below in this Section.

1.3.1 "Common Assessment" -- shall mean a charge against each Owner and his or her Lot, representing a portion of the expenses of operating, maintaining, repairing, improving and replacing the Common Areas, located within the platted subdivision of DENSAN

PARK Subdivision including, but not limited to, managing, operating, and maintaining the Surface Water or Storm Water Management System. Maintenance of the Storm Water or Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or storm water management capabilities permitted by the Southwest Florida Water Management District.

1.3.2 "Special Assessment" -- shall mean a charge assessed pursuant to the terms of section 5.5, against each Owner and his or her Lot representing a portion of the cost incurred by the Association for reconstruction of any portion or portions of the Improvements located on the Common Areas or any portion or portions of the Storm Water or Surface Water Management System for which the Association is liable, and for such other matters approved by the Board other than pursuant to the annual budget adopted by the Association.

1.3.3 "Enforcement Assessment" -- A charge against an Owner, and its Lot, equal to the cost incurred by the Association in connection with the enforcement of this Declaration against such Owner for such Owner's failure to duly perform its obligations hereunder.

Section 1.4 "Association" -- shall mean and refer to DENSAN PARK Property Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns, and shall include any contractor or professional hired by DENSAN PARK Property Owners Association, Inc. to perform a specific task on behalf of or for the benefit of the Association.

Section 1.5 "Board" or "Board of Directors" -- shall mean the Board of Directors of the Association.

Section 1.6 "By-laws" -- shall mean the By-laws of the Association adopted by the Board (a copy of which is attached hereto as **Exhibit "C"**) including any amendments thereto.

Section 1.7 "City" -- the City of Wildwood, Florida.

Section 1.8 "Common Areas" -- shall mean and refer to those areas of land and the improvements located thereon, shown on any recorded subdivision plat of the Property, which areas are intended to be used and enjoyed by Owners of Lots in the Property, which include without limitation, private parks and related amenities, drainage areas, Storm Water or Surface Water Management System, easements reflected on the Plat for walkways, paths, utilities, and all improvements now or hereafter constructed thereon including, without limitation, lighting systems, signage, structures, and landscaping thereon, including any Surface Water or Storm Water Management System (as defined below). All personal property and real property, including easements, licenses, leaseholds, or other real property interests, including the improvements thereon, owned by the Association or maintained by the Association for the common use and enjoyment of the Owners, are to be devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests, and persons occupying "*Dwelling Units*" on a guest or tenant basis, to the extent authorized by this Declaration or by the Board of Directors in accordance herewith.

Section 1.9 "Common Expenses" -- shall mean the actual and estimated costs of ownership, maintenance, management, operation, insurance, repair, construction, reconstruction, and replacement of the Common Areas; the costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, architects, engineers and other employees, agents or independent contractors; the costs of all utilities, landscaping, and other services benefiting the Common Areas, the costs of fire, casualty, and liability insurance, Worker's Compensation insurance, and other insurance covering or connected with the Common Areas; costs of bonding the officers, agents, and employees of the Association; costs of errors and omissions liability insurance for officers, employees, and agents of the Association; taxes paid by the Association, including real property taxes for the Common Areas; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Areas or any portion thereof, and the costs of any other item or items so designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners.

Section 1.10 "County" -- shall mean the County of Sumter, in the State of Florida.

Section 1.11 "Declaration" -- shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for DENSAN PARK and any amendments and supplements thereto.

Section 1.12 "Dwelling Unit" - shall mean and refer to a Lot as defined herein with a detached single-family residential unit constructed thereon for which a Certificate of Occupancy has been issued by the applicable governmental authorities.

Section 1.13 "Front Yard" -- shall mean the portion of each Lot extending forward from a line drawn from the two front corners of the Dwelling Unit to the side Lot boundary lines and lying between the Dwelling Unit and the front Lot boundary line. This definition also applies for the Front Yard of Lots situated on the corner of multiple roads or road rights-of-way. In the case of any dispute as to the location of the Front Yard as defined herein, the determination of City land development regulations shall be controlling and final.

Section 1.14 "Lot" -- shall mean and refer to any plot of land shown upon the plat of DENSAN PARK and designated as a numbered Lot, and shall exclude any Common Areas owned in fee simple by the Association.

Section 1.15 "Member" -- shall mean and refer to any Owner as referenced in section 4.1.

Section 1.16 "Owner" - shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "Lot" which is a part of or situated upon the Property, including, as long as it owns any Lot, Declarant; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

Section 1.17 "Plat" -- shall mean and refer to the subdivision of DENSAN PARK PHASE ONE, as recorded in Plat Book 19 at Pages 7 through 7A of the Public Records of Sumter County, Florida.

Section 1.18 "Property" -- shall mean and refer to the property platted as DENSAN PARK Phase ONE, described as set forth in Exhibit "A" attached hereto and incorporated herein, as well as any Additional Property annexed in the future and subjected to the Declaration, as allowed under Section 12.5.2 herein.

Section 1.19 "Rear Yard" -- shall mean the portion of each Lot extending rearward from a line drawn from the two rear corners of the Dwelling Unit to the side Lot boundary lines and lying between the Dwelling Unit to the rear boundary of the Lot. In the case of any dispute as to the location of the Rear Yard as defined herein, the determination of City land development regulations shall be controlling and final.

Section 1.20 "Registered Builder" -- shall mean a licensed general contractor approved as provided for under Section 7.12.

Section 1.21 "Side Yard" -- shall mean the portion of each Lot extending outward from the two sides of a Dwelling Unit to the side Lot boundary lines. The Side Yard does not include any portion of the Front or Rear Yards. This definition also applies for the Side Yard of Lots situated on the corner of multiple roads or road rights-of-way. In the case of any dispute as to the location of the Side Yard as defined herein, the determination of City land development regulations shall be controlling and final.

Section 1.22 "Storm Water or Surface Water Management System" -- shall mean and refer to a system, temporary or permanent, which is designated and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to the provisions of Chapters 40C-4, 40C-40, or 40C-42 of the Florida Administrative Code.

ARTICLE 2. **USE RESTRICTIONS**

Section 2.1 Use Restrictions. The use restrictions contained in this Article shall apply uniformly to all Lots and Dwelling Units on the Property.

Section 2.2 Residential Use Only. No Lot shall be used for any purpose except for residential use. The foregoing shall not prohibit Registered Builders as defined by Section 1.20 from using Dwelling Units as models or offices. No mobile or modular homes shall be permitted on the Property. None of the above is intended to prohibit an Owner from operating an internet-based business or working from home, provided such use is allowed by City and does not generate significant commercial traffic within the Property. The determination of whether working from

home or an internet-based business generates significant commercial traffic shall be determined in the sole and absolute discretion of the Association.

Section 2.3 Minimum Square Footage. The ground floor of any single story Dwelling Unit erected on a Lot shall not be less than 1,250 square feet of living area. A two-story Dwelling Unit shall have a minimum first floor living area of 750 square feet. The living area must be heated and cooled and excludes garages, open porches, covered lanais, decks, and atriums, regardless of whether or not such area is heated and cooled.

Section 2.4 Accessory Structures. All accessory structures shall adhere to all requirements of the City regarding "accessory structures". The design of an accessory structure shall be subject to review and approval by the ARB as provided in Article 7, but in any event shall be comparable to the primary residential structure and be compatible with the surrounding neighborhood. Accessory structures may not be placed in the Front or Side Yard, or within any of the required setbacks of the Rear Yard.

Section 2.5 Livestock and Animal Restrictions The Association shall have the exclusive authority to determine whether the manner of keeping conventional household pets such as dogs, cats and birds constitutes a hazard, nuisance, or annoyance to the Owners of adjacent Lots. Such permitted animals shall be kept on the Owner's Lot and shall not be allowed off the premises of the Owner's Lot except under restraint and in the company of the Owner, a member of the Owner's family, or servant. Small animals, other than cats and dogs, generally maintained in a cage or other enclosure shall be kept inside and shall not be allowed on a porch or other outside location. No livestock shall be permitted. No more than two pets total, such as dogs, cats and birds shall be kept on each Owner's Lot.

Section 2.6 Restriction on Activity. No noxious or offensive activity shall be conducted or permitted to exist upon any Lot, in any Dwelling Unit or upon any portion of the Common Area. No person shall operate any type of motorized vehicle, including but not limited to golf carts, all-terrain vehicles, unlicensed motorcycles, scooters or the like, in any part of the Property, including Common Area or areas of the Storm Water or Surface Water Management System. Notwithstanding the foregoing, Owners may use a golf cart in stock form (i.e. no engine modifications, engine "swaps" or lift of more than 4") upon the platted streets, subject to rules that may be adopted by the Board and local applicable laws and ordinances. Activities shall not be done or permitted to exist on any Lot or Dwelling Unit that may be a private or public nuisance, including but not limited to, excessive noise from an automobile, a motorcycle, or any type of personal recreational vehicle. No Lot, driveway, or Common Area shall be used for purposes of vehicle repair or maintenance.

Section 2.7 Walls, Fences, or Hedges. Walls, fences, or hedges shall be erected, placed, altered, maintained, or permitted to remain on any Lot only after the height, type, design, color and location of such wall, fence, or hedge and surrounding landscaping, if any, have been approved by the ARB. No wall, fence or hedge is allowed in the front yard, except a hedge not exceeding three feet (3') in height, may be located against the driveway. Any other wall, fence or hedge shall not exceed six (6) feet in height but must be at least six (6) feet in height. No chain-link, metal or wood fencing shall be allowed. PVC or vinyl fencing in tan, bone, sand, white or off-white, is

allowed and brick, stone or other masonry walls are not permitted. The “finished” side of any fence or wall shall face the outside of the Lot.

Section 2.8 Garages. Each Dwelling Unit shall have a garage designed for vehicle storage. The garage door on any Dwelling Unit may face a street or road within the Property. All garage doors shall be opaque, with the exception of a small panel of decorative glass permitted on the door’s uppermost panel only (no larger than 1/3 of the total door length), and shall remain closed except when in actual use to allow ingress and egress into the garage.

Section 2.9 Brush Removal for Pest and Fire Control. In order to implement effective insect, reptile and rodent control, and fire prevention, the Association and its agents shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass, or other unsightly growth or debris which in the opinion of the Association detracts from the safety of the Property. The Association shall first make written demand on the Owner in accordance with the provisions of Section 6.2 herein to perform such maintenance within ten (10) days, failing which the Association may exercise its right to enter the Lot pursuant to this Section. Such entrance for the purpose of mowing, cutting, clearing or pruning, or to remove any trash which has collected on any Lot shall not be deemed a trespass. Any and all costs incurred by the Association in exercising its rights under this Section shall be levied against the Owner in accordance with the provisions of Section 6.2 herein.

Section 2.10 Clotheslines. No exterior clotheslines or drying areas shall be permitted except removable clotheslines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Lot.

Section 2.11 Exterior Antennas, etc. Any exterior antennas, satellite dishes or similar equipment for television or internet reception may be permitted on any Lot or Dwelling Unit thereon. The Association shall not prohibit or restrict antennas, satellite dishes or similar equipment in any manner that will violate applicable Federal, State or local law or ordinance.

Section 2.12 Signs. Commercial Real Estate Signs, such as For Sale Signs and For Rent/Lease Signs may not be displayed on any LOT unless specifically approved by the Board of the Directors.

Property identification and similar signs not exceeding a combined total of more than one (1) square foot may be erected or affixed to a Dwelling Unit. Campaign or political signs are permitted so long as the same do not exceed eighteen (18) inches by twenty (24) inches, provided no more than one sign for any individual political candidate or more than a total of three (3) political signs may be displayed at one time. Campaign or political signs may not be displayed more than three weeks prior to the election to which the signs are related and must be removed within one week after said election. These restrictions shall not apply to signs advertising security providers as allowed by Section 720.304(6), Florida Statutes. These restrictions shall not apply to construction and sales activities allowed by Section 3.9.

Section 2.13 Exterior Maintenance. Each Owner shall have the responsibility to maintain the exterior of their respective Dwelling Unit, any Accessory Structure and all landscaped areas of the Lot in reasonable condition. This obligation for maintenance shall include any swale or other drainage feature located upon an Owner's Lot which shall not be filled, excavated or otherwise modified from its design as initially installed, shall not be blocked by fencing or plants, or by buildup of trash or dead plant material, as further detailed in Section 3.6. Failure to maintain all such improvements in reasonable condition, as determined by the Board, shall constitute a Non-Monetary Default pursuant to Section 6.2. The Association shall have the right, but not the duty, to provide maintenance to any such exterior areas whether or not visible from the roads or adjacent Lots, including repairs to walls and roofs, painting, landscaping and lawn maintenance. The Association shall first make written demand on the Owner in accordance with the provisions of Section 6.2 herein to perform such maintenance within ten (10) days, failing which the Association may exercise its right to enter the Lot pursuant to this Section. Any such entry by the Association or its agent shall not be deemed a trespass. Any and all costs incurred by the Association in performing repairs and maintenance under this Section shall be levied against said Owner in accordance with the provisions of Section 6.2 herein.

Section 2.14 Buffer Easement Maintenance. There is a twenty foot (20') wide Buffer Easement reflected on the Plat along portions of the Property's boundary. Accordingly, each Owner shall maintain all landscaping and irrigation, and any fence or wall, located within the Buffer Easement and shall not modify or remove such landscaping or other improvements. Failure to maintain all such improvements in reasonable condition, as determined by the Board, shall constitute a Non-Monetary Default pursuant to Section 6.2. The Association shall have the right, but not the duty, to provide maintenance to perform such obligation. The Association shall first make written demand on the Owner in accordance with the provisions of Section 6.2 herein to perform such maintenance within ten (10) days, failing which the Association may exercise its right to enter the Lot pursuant to this Section. Any such entry by the Association or its agent shall not be deemed a trespass. Any and all costs incurred by the Association in performing maintenance under this Section shall be levied against said Owner in accordance with the provisions of Section 6.2 herein.

Section 2.15 Allowable Trim and Decoration. Only small exterior decorations such as address plates and name plates are permitted. Hurricane shutters are permitted provided such shutters may only be installed on a temporary basis and, if installed, shall be removed within one week after the threat of a specific hurricane has passed. These restrictions shall not apply to seasonal decorations from four (4) weeks prior to the holiday to which the decorations relate to until one (1) week after said holiday, provided such decorations do not create a nuisance either due to the size and extent of the display or traffic that may be generated by guests viewing same, as shall be determined in the sole and absolute discretion of the Association. This restriction shall not apply to a single flagpole and display of flag(s) in accordance with the provisions of Section 720.304(2), Florida Statutes.

Section 2.16 Unit Air Conditioners. All air conditioning units shall be split system, with the air handler located inside the dwelling unit, and the compressor shall be located in the Rear Yard or Side Yard only and shall be effectively screened by landscaping or opaque fencing as set forth

in the ARC guidelines. All HVAC equipment shall meet or exceed federal, state and local energy efficiency and Federal Energy Star standards.

Section 2.17 Solar Collectors. Collectors shall be integrated into the roof design. Color and form of collectors shall harmonize with roofing. No storage tanks shall be permitted on the roof, except equipment for heating pool water is permitted so long as mounted flush to the roof facing the Rear Yard. Equipment located on the ground shall be located in the Rear Yard or Side Yard and screened from street and neighbors with walls or planting as set forth in the ARC guidelines. Equipment is not permitted in the Front Yard.

Section 2.18 Tree Removal Restrictions. No living tree larger than eight inches (8") in diameter at two feet (2') above ground level, shall be cut down, killed, destroyed or removed from the Property without the prior approval of the Board. In the event the City imposes a more restrictive tree removal policy, or a requirement for City issuance of a tree removal permit, then Owners shall comply with such requirements.

Section 2.19 Vehicles. No boat, trailer, camper, travel trailer, commercial vehicle, recreational vehicle, motorhome or other powered or non-powered vehicle, other than a licensed private passenger car or pickup truck, or licensed motorcycle, shall be parked or maintained outside on any Lot or public right-of-way, with the exception of construction or maintenance vehicles parked temporarily for the purposes of construction or maintenance on the Lot, and moving trucks parked temporarily for the purpose of packing or unpacking the contents of a Dwelling Unit.

Licensed private passenger cars, pickup trucks and motorcycles may be parked in the driveway of the Property but shall not be parked on the street between the hours of 10:00 p.m. and 5:00 a.m. No vehicle of any kind shall be placed, parked or stored on the yard of any Lot. Semi-truck(s) and trailer(s) shall be prohibited from entering the Property, with the exception that a semi-truck and trailer shall be permitted on a temporary basis for the purposes of moving and/or delivery or removal of large items and construction-related activity

Section 2.20 Recreational Equipment. All permanent or semi-permanent recreational equipment, including, but not limited to, swing sets, temporary basketball hoops, playhouses, climbing sets, sandboxes, and trampolines shall be located in the Rear Yard. All other recreational equipment including, but not limited to, kayaks, paddle boards, canoes and bicycles (when not in use) shall be kept within the Dwelling Unit, garage or within an Accessory Structure approved under Section 2.4. However, a single basketball pole, backboard and hoop may be erected adjacent to the driveway serving the Dwelling Unit.

Section 2.21 Landscaping. All Lots shall be landscaped and maintained in an attractive manner. All Lots, upon completion of a Dwelling Unit and prior to any person occupying the Dwelling Unit, shall be fully landscaped and grassed to the edge of pavement. Any landscaping installed for the purposes of screening equipment or structures shall reach full height needed to effectively screen such structure within two (2) years of installation. Following initial approval of landscaping plans by the ARB (if required), any subsequent modification of the installed landscaping is subject to review and approval by the ARB in accordance with the provisions of Article 7. Mulch and rocks may be used but only in colors approved by the ARC.

Section 2.22 Pools. Above-ground swimming pools are not permitted within the Property. All in-ground pools and spas (in-ground or above ground) shall include a patio or deck extending from the Dwelling Unit and completely surrounding the pool and/or spa and same shall be located in the Rear Yard. If a pool, pool deck, deck, or patio exist on the Owner's Property, a six (6) foot fence, in accordance with the standards set forth in Section 2.7 of the Declarations, shall be erected surrounding the pool, pool deck, deck, or patio.

Section 2.23 Set-back Requirements and Building Location. All Dwelling Units shall be set back from the front property lines 15' to 20', depending on Lot location, as required by City regulations. Set back from side and rear property lines shall be as required by City regulations, or as set forth elsewhere in this Declaration or on the Plat.

Section 2.24 Storage. Outdoor appliances and furniture may be left out in the Rear Yard, but other equipment, lawn tools, supplies, lawn mowers, landscape equipment, shall be stored by the Owner inside the garage of the residence, or within an accessory structure, and remain out of view, except when in use. All accessory structures must be approved by the ARC. Should an outdoor Shed used for the purpose of storage be added to the Rear Yard, a six (6) foot fence, in accordance with the standards set forth in Section 2.7 of the Declarations, shall be erected to surround the Rear Yard.

Section 2.25 Household Garbage and Yard Trash. Solid waste services shall be provided by the City or the City's contracted refuse service provider. Storm debris and other types of debris must be removed in a timely manner. Trash, garbage, or other waste shall be kept in covered sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be removed from the curb by the end of the day of pickup and kept within an ARC approved enclosure or screen so they cannot be seen from the street.

Section 2.26 Containers and Fuel/Water Tanks. All water softeners shall be located in the garage of the Dwelling Unit. Any tank for collection of rainwater shall be located in the Rear Yard adjacent to the Dwelling Unit.

Section 2.27 Gardens and Prohibited Plants. Vegetable gardens are permitted only in the Rear Yard and shall not be larger than a total of 300 square feet. The cultivation and maintenance of poisonous or illegal plants is prohibited.

Section 2.28 Lighting. All exterior lighting on any Lot or Dwelling Unit must be designed and erected so as to avoid unreasonable illumination of any other Lots and ensure that light is not directed off of the Property. Exterior light fixtures should be fully shielded or designed with light angle cut-offs so as to eliminate spill light, trespass light and glare. This provision shall not apply to streetlights located along the right of way within the subdivision that have been installed and are maintained by the Association or governmental authority. No other streetlight(s) or pole lights shall be installed on the Property or on any Lot.

Section 2.29 Driveways. All driveways shall be constructed completely of concrete, brick, or ornamental pavers, and shall extend from the pavement of a street adjacent to the Lot to the garage constructed on the Lot. After initial construction, any modification or expansion of the

driveway shall be subject to review and approval of the ARB. Driveways may be painted or stained, subject to review and approval of the ARB. All driveways shall be designed to provide parking for at least two (2) regular-sized vehicles.

Section 2.30 Mail Boxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected by an Owner unless the size, location, design and type of material for said box or receptacle is approved by the ARB. All mail boxes shall be uniform in appearance and the ARB shall choose the acceptable design. Nothing may be added or attached to the mail box, paper box, or post supporting the same, including, but not limited to flags, signs, flowers, decorations, and/or a license plate(s).

Section 2.31 Leases. Dwelling Units may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility, nor Airbnb or other rental business or property who rents to consumers on a short-term basis may be operated out of a Dwelling Unit; nor may Dwelling Units be leased by an Owner on a month-to-month basis. 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 2.32. All Dwelling Units with a current Leaseholder may remain a leased property until the Owner of the Property either sells or deeds the Property. Should a Property Owner convert their property to a leased, licensed or occupied property they must first seek the permission of the Association's Community Manager in writing. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association and must be approved by the Association's Community Management Company, in writing prior to the Lease Agreement's execution and occupation of the Dwelling Unit by Lessee(s) with the approval process to include a credit and background check conducted by the Association of every occupant in the house over the age of eighteen years of age. No Lease Agreement may be for a term of less than one (1) year. 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 Dwelling Unit, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Dwelling Unit 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 Dwelling Unit is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Dwelling Unit.

Each lease shall contain the following provision:

The lessee hereby acknowledges that this lease is subject to this Declaration of Covenants, Conditions and Restrictions for DENSAN PARK, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same

may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys' fees.

There can be no subleasing or use of any room that does not meet all local laws, ordinances and regulations including those directed at occupancy. In the event any applicable law or Association rule is not complied with, the Association can start eviction proceedings and/or collect any fees or rents owed directly from the renter.

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee, guest, or licensee of a Dwelling Unit occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than one year. The Association shall have the right to collect attorneys' fees against any occupant or tenant and the Owner of the Dwelling Unit in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of this Declaration.

This Section applies only to Parcel and Unit Owners who acquire title to the parcel after the effective date of these Declarations and Covenants, or to a Parcel or Unit Owner who consents, individually or through a representative, to the Governing Document and its Amendments.

Section 2.32 Central Water/Sewer System and Private Wells. Each Lot will be served by municipal water and sewer from the City. No private wells shall be constructed or used on any Lot.

Section 2.33 Roofs. The minimum roof pitch shall be 4/12 and the minimum fascia width shall be 5½". Flat roofs may be permitted subject to review and approval by the ARC. The composition of roofs shall be tile or asphalt shingle (provided such shingle is a minimum of a 30-year +, architectural style or dimensional textured fiberglass architectural shingle), or such other composition as may be allowed upon review and approval by the ARC.

Section 2.34 Common Area Regulations. In order to create a safe and orderly atmosphere, the Association, through its Board, shall have the right to regulate the use of the Common Areas, and may from time to time promulgate such Rules and Regulations. A copy of all Rules and Regulations established hereunder and any amendments thereto shall be made available to all Owners by the Association. Any such Rules and Regulations shall honor the right of Members to assemble and use common areas in conformity with the provisions of Section 720.304(1), Florida Statutes.

Section 2.35 Access Ramps. The installation of access ramps is permitted as provided under Section 720.304(5), Florida Statutes, however such installation shall otherwise be of harmonious design and be constructed of materials that are the same or similar as the Dwelling Unit, shall be suitably screened by wall, fence or landscaping and shall be subject to review and approval of the ARB.

ARTICLE 3.
PROPERTY SUBJECT TO THIS DECLARATION;
PROPERTY RIGHTS

Section 3.1 The Property. The Property as heretofore defined and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed, annexed, and occupied subject to this Declaration.

3.1.1 Additional Property.

3.1.1.1. Declarant may submit additional real property (the "Additional Property") to this Declaration at any time prior to the date that Declarant no longer owns any portion of the Property then subject to this Declaration by filing a Supplemental Declaration, recorded in the Public Records of the County submitting the Additional Property.

3.1.1.2. It shall not be necessary that the Additional Property be the subject of a Plat at the time of filing of the Supplemental Declaration. If it is not, the Additional Property shall be deemed to consist of, for purposes of this Declaration, the number of Lots calculated by multiplying the acreage of the Additional Property by three and rounding such product down to the nearest whole number.

3.1.1.3. No such Supplemental Declaration shall require the consent or joinder of the Association, or of any Owner or mortgagee.

3.1.1.4 Until such time as any portion of the Additional Property is submitted to the terms of this Declaration by recordation of a Supplemental Declaration extending the Declaration to such property, Declarant shall not be obligated to submit such property to this Declaration or make such property a part of the Property that is the subject matter hereof. Declarant shall have such rights regarding such property as are provided in this Declaration and the Supplemental Declaration to which such property is subject.

3.1.1.5. The Supplemental Declaration shall describe the Additional Property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to this Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental Declaration may contain additional terms to reflect the different character, if any, of the Additional Property being annexed or of the housing approaches being implemented including different sizes and types of Lots and uses other than is shown on the Plat of DENSAN PARK PHASE ONE

3.1.1.6. Upon the recordation of any Supplemental Declaration, the Owners shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Area, if any, within the Additional Property and an obligation to pay Common Assessments and, if implemented in accordance with this Declaration, Special Assessments associated with the Additional Property (as well as any Property already subject to this Declaration). Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any

Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Declaration, and the Association shall have jurisdiction over the Additional Property.

3.1.2 Withdrawal of Property.

3.1.2.1. Declarant may cause all or portions of the Property to be withdrawn from the scope and coverage of this Declaration (the "Withdrawn Property"), in whole or in part, including provisions removing the owner of any Withdrawn Property from the obligations to pay Assessments and such owner's ability to utilize Common Areas. In connection therewith, Declarant may reserve or convey, for the benefit of the Withdrawn Property and any owner thereof, easements sufficient to permit the owner of any Withdrawn Property to continue to utilize the Roads.

3.1.2.2. Such withdrawal shall be accomplished by Declarant filing an amendment to this Declaration specifically describing the Withdrawn Property and recording such amendment in the Public Records of the County.

3.1.2.3. No such amendment shall require the consent or joinder of the Association, or of any Owner or mortgagee.

Section 3.2 Title to Common Areas. Title to the Common Areas shall be held in the name of the Association. All interest in any easement, agreement, or license right which has been reserved for the benefit of the Association or its Members, either herein, on the face of the Plat, or in any other document recorded in the Public Records of the County relating to the Property, shall be vested in the Association. The Association shall pay all costs incurred with respect to any conveyance of title to the Common Areas or any conveyance to the Association of any easement, agreement, or license right.

Section 3.3 Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, if any, which right and easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

3.3.1 any limitations or conditions set forth in the deed, grant of easement, license, this Declaration, or other conveyance or agreement creating the right of the Association in and to that portion of the Common Areas; and

3.3.2 the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless approved in accordance with the provisions of the Articles and Bylaws of the Association, signed by such officers as may be authorized thereby and recorded in the Public Records of the County.

Section 3.4 Declarant's Rights. -- Declarant may assign all or only a portion of its rights and obligations under this Declaration. No person or entity shall be considered a successor and assign of Declarant unless such status is evidenced by a written assignment from Declarant to such person or entity recorded in the Public Records of the County.

Section 3.5 Maintenance Easements on Lots. The Association shall have a non-exclusive perpetual right and easement on every Lot for the purpose of maintaining the Common Areas, the buffer zone and providing such other services to the Owners as are authorized or permitted by this Declaration, which right and easement is assignable. The easement granted herein shall not entitle the Association to enter any Lot or Dwelling Unit unless specifically authorized by other provisions of this Declaration.

Section 3.6 Easement for Access and Drainage. The Association and the City shall have a perpetual non-exclusive easement over all areas of the Storm Water or Surface Water Management System for access to operate, maintain or repair the system. By this easement the Association and/or the City shall have the right to enter upon any portion of any Lot which is a part of the Storm Water or Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Storm Water or Surface Water Management System as required by Southwest Florida Water Management District. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Storm Water or Surface Water Management System. No Owner or other party shall alter the drainage flow of the Storm Water or Surface Water Management System, including buffer areas or swales, without the prior written approval of the Southwest Florida Water Management District. If a drainage swale has been constructed upon a Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time, then each Owner, including such Owner's contractors, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other storm water management capabilities as permitted by the Southwest Florida Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

Section 3.7 Other Easement Rights.

3.7.1 The City is the owner of, and shall be responsible for, maintenance of the water and sewer utility lines within the Property, up to the individual Lot line or water meter outlet, and shall have an easement on and across each Lot, and the Common Areas, as necessary for maintenance and repair of such lines.

3.7.2 In addition to existing easements, the Declarant hereby establishes a 15-foot utility easement along the street rights of way for other utility installation and maintenance. No permanent structures shall be constructed within the utility easements, except for driveways and mailboxes.

3.7.3 To the extent that permits, licenses, and easements over, upon, or under the Common Areas are necessary so as to provide utility services and roads to the Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, the Declarant reserves the right to grant easements, or relocate existing easements, for the creation, construction, and maintenance of the utilities, such as water, sewer, gas, telephone, electric, cable television, and Internet. Each Owner and its heirs, successors and assigns, do hereby designate and appoint Declarant (and the Association, upon termination or conversion of the Class B membership) as its agents and attorneys-in-fact with full power in its name, place and stead, to execute instruments creating, granting or modifying such easements; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas or the Owner's use of its Lot.

3.7.4 The City is hereby granted the right, but not the obligation, to enforce the Common Area and open space maintenance obligations against the Association, as may be applicable, and shall have an easement over and across all Common Areas for such purposes. City shall be reimbursed for the reasonable attorney's fees, costs and expenses, as may be reasonably incurred by the City for such purposes, whether or not a suit has been filed.

Section 3.8 Delegation of Use. Any Owner may delegate, in accordance with the provisions of this Declaration, such Owner's right of enjoyment to the Common Areas and facilities, to the members of Owner's family, or tenants, lessees or contract purchasers who reside on the Owner's respective Lot.

Section 3.9 Construction and Sales. There is hereby reserved to Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Lots) and any Registered Builder, easements over the Common Areas, if any, for access to construction sites and utilities lines, for display of sales signage, banners and other marketing devices, parking and exhibit purposes in connection with the erection of Improvements and sale and promotion of Lots within the Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Lots. This right shall include the right of Declarant, its designees, successors and assigns (including without limitation its agents, sales agents and representatives) and any Registered Builder, to maintain Model Homes on Lots owned by such parties for display or sale to prospective purchasers.

ARTICLE 4. **MEMBERSHIP AND VOTING RIGHTS**

Section 4.1 Membership in Association. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 4.2 Voting Rights in Association. The Association shall have two classes of voting members.

4.2.1 **Class A:** Class A Members shall be all Owners in the subdivision, with the exception of, until conversion from Class B membership, the Declarant. Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they may determine among themselves, however in no event shall more than one vote be cast with respect to any Lot.

4.2.2 **Class B:** The Class B Member shall be the Declarant, its successors and assigns. The Class B Member shall be entitled to nine (9) votes per Lot owned. Notwithstanding the foregoing, the voting rights of Declarant, after the transition of the homeowners' association control from Declarant to the non-developer members, as set forth in Florida Statutes section 720.307, has occurred, the Class B Member shall be deemed to be a Class A Member and shall thereafter be limited to one (1) vote per Lot.

4.2.3 **Voting Procedures.** Members shall have the right to cast such votes on a non-cumulative basis (unless otherwise required by law) on all matters coming before the Association for which a vote of the Members is allowed or required.

a. A Member must vote all of its votes for each Lot for one position and may not split its vote.

b. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. In the event not all of the Owners of a Lot can agree how to vote, no vote shall be cast for such Lot. The Association may conclusively rely on a vote cast by any Owners of a Lot as being authorized by all such Owners of such Lot, unless the Association has been notified in writing to the contrary by one or more such Owners.

4.2.4 **Decisions by Association.** Except where this Declaration, the Articles of Incorporation, Bylaws or applicable law require a different percentage, all issues and questions shall be decided by a majority of the votes cast by the Directors voting at a duly noticed meeting of the Board at which a quorum has been established (as to decisions made by the Board) and by a majority of the votes cast by the Members voting at a duly noticed meeting of the Members at which a quorum has been established (as to decisions made by the Members).

ARTICLE 5. **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 5.1 Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay Assessments to the Association, such Assessments to be established and collected as hereinafter provided. The Assessments, together with interest, costs,

and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment fell due.

Section 5.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members, and for the improvement and maintenance of the Common Areas including, but not limited to, the streets, sidewalks, entrance features, landscaping, Surface Water and Storm Water Management System, and for enforcement of this Declaration.

Section 5.4 Common Assessment.

- a. The Association, by and through its Board, shall be authorized to levy assessments against the Owners, in such amount as they shall determine necessary:

5.4.1 to maintain, repair, improve, reconstruct, and replace the Common Areas and any Storm Water or Surface Water Management System, except to the extent such areas and improvements are the obligation of individual Owners under Article 2 of this Declaration; to operate the Association and to perform other maintenance, repairs, or services authorized or permitted by this Declaration; and

5.4.2 to provide for the maintenance of improvements, including, but not limited to, irrigation systems, landscaping and signage lying within public or private rights-of-way, specific Tracts, or designated water retention areas or common areas; and

5.4.3 to install such safety devices and signs as the Board shall approve along any streets or walkways; and

5.4.4 to provide for the installation, maintenance, repair, improvement, and replacement of all improvements located within the easements granted to the Association in Article 3, to the extent such obligations are assigned to the Association; and

5.4.5 the Board shall have the right to establish reserve accounts, as allowed by Section 720.303 (6), Florida Statutes, which shall thereafter be considered as Common Assessments.

- b. The Common Assessment shall be allocated among the Owners on the basis of Lots held by each Owner as a portion of the total of Lots held by all Owners.
- c. The Common Assessment, determined and allocated as set forth above, shall be fixed at such times, and shall be payable in such installments, as the Board may approve. Notwithstanding the foregoing, the levy of any Assessment pursuant to this provision which would exceed, for each Owner, 1.25 times the amount of the prior year's Assessment, shall require approval by a majority of the votes cast by the Members voting at a duly noticed meeting of the Members at which a quorum has been established.

- d. Notwithstanding any provision of this Declaration to the contrary, including those requiring Common Assessments to be paid by all Owners or allocated on the basis of Lots owned by Owners:
- a. For so long as Declarant is a Class B Member, Declarant shall have the option, in its sole discretion, to:
 - i. Pay Common Assessments on the Lots owned by it; or
 - ii. Not to pay Common Assessments on any Lots, and in lieu thereof, to fund any resulting deficit in the Association's operating expenses, not produced by Common Assessments receivable from Owners other than Declarant and by other income received by the Association. Any deficit to be paid under this paragraph 5.4.d.ii, shall be the amount by which: (1) the actual operating expenses of the Association (exclusive of capital improvement costs, Reserves, management fees, and attorneys' fees) exceed (2) the sum of all monies received by the Association (including Common Assessments, interest, late charges, fines, rent and incidental income) and any surplus carried forward from the preceding year(s). Declarant's option to pay deficits under this paragraph 5.4.d.ii is not a guaranty of Common Assessments as contemplated by subsections (2) through (6) of Section 720.308, Florida Statutes.
 - b. Declarant may from time to time change the option stated above under which Declarant is making payments to the Association by written notice to such effect to the Association.
 - c. Prior to turnover, as defined in Florida Statutes section 720.307, Declarant shall not be obligated to pay any reserves that may be established by the Board or by the Members, whether or not considered to be a portion of the Common Assessments to be paid by Declarant.

Section 5.5 Special Assessments. In addition to the Common Assessment authorized above, the Association, by and through its Board, may levy, at any time during an assessment year, a Special Assessment applicable to that year for the purpose of:

- (a) defraying in whole or in part the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas, within all easements granted to the Association, including fixtures and personal property related thereto;
- (b) meeting a shortfall in the Association's budget; or
- (c) a purpose for which Common Assessments may be payable.
- (d) Before turnover, as defined in Florida Statutes section 720.307, the Board, if controlled by the Declarant, may not levy a Special Assessment unless a majority of the Lot Owners other than the Declarant has approved the Special Assessment by a majority vote at a duly called special meeting of the membership at which a quorum is present.

The Association shall have a lien for any such Special Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Special Assessment, and the Association may take such action to collect such Special Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above.

Any such lien shall only be effective from and after the recording of a claim of lien in the Public Records of Sumter County.

Section 5.6 Enforcement Assessments.

5.6.1. The amount of any Enforcement Assessment shall be determined by the Board. Any Enforcement Assessment shall be imposed by written notice to the Owner, signed by an officer of the Association, which shall state the amount of the Enforcement Assessment, the violation for which the Enforcement Assessment is imposed, and shall specifically state that the Owner has the right to contest the Enforcement Assessment by delivering written notice to the Association within ten (10) days after receipt of the notice imposing the Enforcement Assessment. If the Owner timely and properly objects to the Enforcement Assessment, the Board shall conduct a hearing within thirty (30) days after receipt of the Owner's objection, and shall give the Owner not less than ten (10) days' written notice of the hearing date. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of the Association, a fine or fines ("Enforcement Assessment") may be imposed upon an Owner for failure of an Owner or that Owner's tenants, licensees, invitees and guests to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to. For the purpose of levying Enforcement Assessments and enforcing compliance with this Declaration, a Fining Committee shall be established and appointed by the Board, consisting of at least three members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association and the Board. The amount of any Enforcement Assessment shall be determined by the Board. Any Enforcement Assessment shall be imposed by written notice to the Owner, signed by a Board Member or officer of the Association, which shall state the amount of the Enforcement Assessment, the violation for which the Enforcement Assessment is imposed, and shall specifically state the date and time of a special hearing of the Fining Committee at which time the Owner shall present reasons why such fine(s) should not be imposed. At least fourteen (14) days' notice of such hearing shall be given. At the hearing, the Fining Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, whether an Enforcement Assessment should be levied, and that the Enforcement Assessment imposed is appropriate. The Owner shall have the right to attend the hearing and to produce evidence on its behalf. The Fining Committee shall ratify, reduce or eliminate the Enforcement Assessment and shall give the Owner written notice by U.S. Mail or hand delivery of its decision no later than twenty-one (21) days after the Fining Committee hearing.

5.6.2. Any Enforcement Assessment shall be due and payable within ten (10) days after written notice of the Fining Committee's decision. Any Enforcement Assessment levied against the Owner shall be deemed an Assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable.

5.6.3. The Association shall have a lien for any Enforcement Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in

connection with such Enforcement Assessment, and the Association may take such action to collect such Enforcement Assessment or foreclose such lien as in the case and in the manner of any other Assessment.

Section 5.6 Uniform Rate of Assessment. The Common Assessment, and any Special Assessment, must be fixed at a uniform rate for all Lots and may be collected on a monthly, semi-annual, quarterly, or annual basis as determined by the Board.

Section 5.7 Date of Commencement of Assessments; Due Dates. The Assessments provided for in this Article shall commence as to all Lots on the first day of the month next following the conveyance of the first Lot to an Owner other than Declarant or Registered Builder. The first Common Assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the Common Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon written request, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as to third parties as of the date of its issuance. The Board is hereby authorized to charge a fee for issuance of such certificate, up to the maximum amount allowed by law

ARTICLE 6. COLLECTION OF ASSESSMENTS

Section 6.1 Monetary Defaults and Collection of Assessments.

6.1.1 Late Fees and Interest. If any Assessment is not paid within ten (10) days after the due date, the Association shall notify the Property Owner by designated email address or mailing address within fourteen (14) days of the alleged violation, the specific actions necessary to cure the violation, and if applicable, a date and location of the hearing. Further, the Association shall have the right to charge the defaulting Owner a late fee of fifty (\$50.00) Dollars plus interest at eighteen percent (18%) from the fourteenth (14th) day after Notice was provided until paid unless the Association determines that there are extenuating circumstances and waives the right to collect the late fee and/or interest, or some portion thereof. If there is no due date applicable to any particular Assessment, then the Assessment shall be due fourteen (14) days after written demand by the Association.

6.1.2 Lien for Assessments. The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessments or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien, except as limited by Section 6.15. The lien is effective after recording a lien in the public records in the County, stating the legal description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owed to the

Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

6.1.3 Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, or foreclosure of the Association's lien, including reasonable attorneys' fees and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

6.1.4 Subordination of Lien. The lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage of record held by an institutional lender. An institutional lender shall refer to any bank, bank holding company, trust company, or subsidiary thereof, savings and loans association, savings bank, federal national mortgage association, insurance company, union pension fund, mortgage company, an agency of the United States government, or the Developer. Any person who obtains title to a Lot pursuant to the foreclosure of a first mortgage of record held by an institutional lender, or any Mortgagee who accepts a deed to a Lot in lieu of foreclosure of the first mortgage of record held by an institutional lender shall not be liable for any Assessments or for other monies owed to the Association which are chargeable to the former Owner of the Lot and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid Assessments or other monies are Common Expenses collectable from all of the Owners, including such acquirer and his successors and assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments as may be assessed to the Owner's Lot. Any person who acquires a Lot, except through foreclosure of a first mortgage of record, held by an institutional lender, shall be liable for all unpaid Assessments and other monies due and owing by the former Owner to the Association; provided, however, that this obligation shall not be applicable to loans insured by the Federal Housing Administration or guaranteed by the Veterans Administration, if the applicable statutes, rules or regulations of the FHA or VA prohibit such liability.

Section 6.2 Non-Monetary Defaults. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests or invitees, (other than the non-payment of any Assessment or other monies) of any of the provisions of this Declaration, the Articles, the By-laws or the rules and regulations of the Association, the Association shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation

is not cured as soon as practicable and in any event within fourteen (14) days after such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within fourteen (14) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option take any one or all of the following actions:

6.2.1 Impose a fine against the Owner or tenant as provided in Section 6.3 of this Article;

6.2.2 Impose an Enforcement Assessment pursuant to Section 6.4 of the Article;

6.2.3 Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

6.2.4 Commence an action to recover damages;

6.2.5 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, performing any maintenance or repair required to be performed by this Declaration, in which event all expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses, shall be immediately due on and payable by the Owner's and if not paid within fourteen (14) days following written demand, same shall be treated in the same manner and under the same requirements as an Enforcement Assessment under Section 6.4 of this Article.

Section 6.3 Fines. For continuing violations each day the violation is in existence may be considered a separate violation. There shall be no cap on the aggregate amount of said fine(s), unless required by law. Notice of a proposed fine shall be given by written notice to the Owner or tenant, which shall state the amount of the proposed fine, the violation for which the fine is proposed, and shall specifically state that the Owner or tenant has the right to contest the proposed fine by delivering written notice to the Association within fourteen (14) days after receipt of the notice of the proposed fine. If the Owner or tenant does not timely object to the proposed fine by delivering his or her written objection to the Association, the fine shall be imposed by default. If the Owner or tenant timely and properly objects to the proposed fine, the Board shall appoint a committee of at least three (3) Members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or the sister of an officer, director or employee of the Association, to conduct a hearing within thirty (30) days after receipt of the Owner's or tenant's objection, and shall give the Owner or tenant not less than fourteen (14) days' written notice of the hearing date. At the hearing, the committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The Owner or tenant shall have the right to attend the hearing and to produce evidence on its behalf. The committee shall ratify, reduce, or eliminate the fine and shall give the Owner or tenant written notice of its decision. Any fine shall be due and payable within fourteen (14) days after written notice of the imposition of the fine, or if a hearing is timely requested, within fourteen (14) days after written notice of the committee's decision. Any fine levied against an Owner, and any

Attorneys' fees incurred by the Association while enforcing and/or collecting the fine, shall be deemed a Special Assessment and shall constitute a continuing lien on the Lot. If fines are not paid when due, all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable. If any fine is levied against a tenant and is not paid within fourteen (14) days after same is due, the Association shall have the right to evict the tenant pursuant to Section 6.6 of this Article.

Section 6.4 Enforcement Assessments.

6.4.1. The amount of any Enforcement Assessment shall be determined by the Board. Any Enforcement Assessment shall be imposed by written notice to the Owner, signed by an officer of the Association, which shall state the amount of the Enforcement Assessment, the violation or charge for which the Enforcement Assessment is imposed, and shall specifically state that the Owner has the right to contest the Enforcement Assessment by delivering written notice to the Association within ten (10) days after receipt of the notice imposing the Enforcement Assessment. If the Owner timely and properly objects to the Enforcement Assessment, the Board shall conduct a hearing within thirty (30) days after receipt of the Owner's objection, and shall give the Owner not less than ten (10) days' written notice of the hearing date. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the Enforcement Assessment imposed is appropriate. The Owner shall have the right to attend the hearing and to produce evidence on its behalf. The Board shall ratify, reduce or eliminate the Enforcement Assessment and shall give the Owner written notice of its decision.

6.4.2 Any Enforcement Assessment shall be due and payable within (10) days after written notice of the imposition of the Enforcement Assessment, or if a hearing is timely requested, within ten (10) days after written notice of the Board's decision. Any Enforcement Assessment levied against the Owner shall be deemed an Assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable.

6.4.3. The Association shall have a lien for any Enforcement Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Enforcement Assessment, and the Association may take such action to collect such Enforcement Assessment or foreclose such lien as in the case and in the manner of any other Assessment as provided above.

Section 6.5 Responsibility of an Owner for Occupants, Tenants, Guests and Invitees.

Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Dwelling Unit, and for all employees, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed in the same manner and under the same requirements as an Enforcement Assessment under Section 6.4 of this Article. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the By-laws, by any resident of any Dwelling Unit, or any guest or invitee of an Owner

or of any resident of a Dwelling Unit shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

Section 6.6 Right of Association to Evict Tenants, Occupants, Guests, and Invitees. With respect to any tenant or any person present in any Dwelling Unit or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him in the Dwelling Unit, if such person shall materially violate any provision of this Declaration, the Articles or the By-laws, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such person shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner in the same manner and under the same requirements as an Enforcement Assessment under Section 6.4 of this Article. The foregoing shall be in addition to any other remedy of the Association.

Section 6.7 No Waiver. The failure of the Association to enforce any right, restriction, provision, covenant or condition which may be granted by this Declaration, the Articles or the By-laws, shall not constitute a waiver of the right of the Association to enforce such right, restriction, provision, covenant or condition in the future.

Section 6.8 Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of this Declaration, the Articles or the By-laws, 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 the Association thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 6.9 Enforcement By or Against other Persons. In addition to the foregoing, this Declaration may be enforced by Developer 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 expense of any litigation to enforce this Declaration 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. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs.

ARTICLE 7. ARCHITECTURAL REVIEW

Section 7.1 Composition of Architectural Review Board. The Architectural Review Board (referred to herein as "ARB") shall be the Board of Directors of the Association until such time as the Board, in its discretion, establishes a separate Architectural Review Board comprised of three (3) or more individuals that are appointed by, and shall serve at the pleasure of, the Board of Directors. Such members of the ARB need not be Officers, Directors or Members of the Association. In addition, the Board, by resolution, may designate one or more directors as alternate members of such committee who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 7.2 Scope of Review. The Board may formally adopt guidelines that will be used by the ARB for considering all requests, including specifications for preferred and/or prohibited building materials, roofing materials, deck or driveway materials, color palates, roof styles and pool enclosure styles. In addition the Board may formally adopt required and/or prohibited design elements for all buildings. Any adopted standards must be published at the time of adoption The ARB shall utilize the standards set forth herein, or as may otherwise be adopted by the Board, as the basis for review of any request. In addition to the standards set forth herein and as may be adopted by the Board, the ARB shall be entitled to consider the aesthetic qualities of the improvements for which approval is requested, including consideration of the existing improvements on the subject Lot and on the other Lots in the subdivision, current statutory requirements, local code requirements, design trends in the architectural profession, current environmental trends in the community, current landscaping trends in the community and shall have the latitude to interpret the standards generally in favor of compatibility therewith.

Each Dwelling Unit, fence, wall, Accessory Structure, or other improvement shall be erected, altered, added onto or repaired upon any portion of the Property only with the prior written consent of the ARB. Nothing contained herein shall require that the ARB approve improvements of the interior of structures..

Section 7.3 Submission of Plans. Prior to the initial or subsequent construction of any improvement upon any Lot, the Owner thereof shall first submit to the ARB a complete set of plans and specifications for the proposed improvement, including site plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, approximate ground floor elevation in relation to the existing (natural) grade, specifications of materials and exterior colors, and any other information deemed necessary by the ARB for the performance of its function. The proposed location of all fencing shall be depicted on a site plan and submitted for approval by the ARB. Any adjacent buffer zone shall also be depicted on such site plan. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and a projected commencement and completion date. Upon prior approval of the Board, there may be a charge by the ARB for reviewing the initial submission of construction plans for each Dwelling Unit and/or reviewing each set of amended, additional or new plans after the initial submission. The ARB may charge a deposit that will be applied towards the fee(s) associated with reviewing amended or new plans. The term "improvement" shall be broadly defined to include any man-made change in the appearance of a Lot or man-made change in the external appearance of a Dwelling Unit

including, but not limited to, the installation of various children's play equipment. There shall be no charge for the review of plans for improvements which do not require a building permit.

Section 7.4 Plan Review. Upon receipt by the ARB of all of the information required by this Article, the ARB shall have thirty (30) days in which to review said plans. The proposed improvements will be approved if, in the reasonable opinion of the ARB (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property (iv) the individual or company intended to perform the work is acceptable to the ARB; and (v) the improvements will be substantially completed, including all cleanup, within twelve (12) months of issuance of a building permit. The ARB's approval shall include, but not be limited to, seeking assurance that the improvements comply with individual Lot grading guidelines established by the original development plans approved by the City and the Southwest Florida Water Management District. However, it is the Owner's responsibility to ensure that his or her Lot's drainage is consistent with the overall drainage plan of the Property and even though it shall be considered by the ARB in its review process, the ARB shall have no liability for failing to enforce compliance with drainage requirements or for approval of plans that may violate the drainage requirements. In the event that the ARB fails to issue its written approval within 30 days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARB's approval shall be deemed to have been granted without further action.

Section 7.5 Maintenance. All Dwelling Units, fences, walls, Accessory Structure, or other improvements approved by the ARB shall be maintained in accordance with the Plans submitted to the ARB, and in good condition as determined by the ARB. Without limiting the foregoing, all landscaping shall be maintained in a healthy condition. Any failure to maintain any Dwelling Unit, fence, wall, Accessory Structure, or other improvements in accordance with the approval obtained from the ARB, and in reasonable condition as determined by the ARB, shall constitute a Non-Monetary Default hereunder pursuant to Section 6.2, entitling the Association to pursue the remedies set forth therein.

Section 7.6 Non-conforming Structures. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article to the same extent as if erected without prior approval of the ARB. The Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all attorneys' fees, costs and expenses incurred in the prosecution thereof.

Section 7.7 Immunity of ARB Members. No individual member of the ARB shall have any personal liability to any Owner or any other person for the acts or omissions of the ARB if such acts or omissions were committed in good faith and without malice. The Association shall defend any action brought against the ARB or any member thereof arising from acts or omissions of the ARB committed in good faith and without malice. Any approval given by the ARB, whether written, spoken, or implied, shall not constitute or imply compliance with any governmental regulations.

Section 7.8 Address for Notice. Requests for approval or correspondence with the ARB shall be addressed to the attention of the Densan Park Property Owner's Association, Inc. at the address reflected in the latest corporate records on file with the Secretary of State of Florida, Division of Corporations, or such other address as may be designated from time to time by the ARB or the Board. No correspondence or request for approval shall be deemed to have been received until actually received by the ARB in form satisfactory to the same.

Section 7.9 Variances. All approvals must comply with the provisions set forth in Article 2 of this Declaration, and to the extent of any guidelines adopted by the Board, the ARB shall seek compliance with such guidelines, or if any request is at variance with such guidelines, the matter shall be referred by the ARB to the Board, along with the ARB's recommendation, and the Board shall make such final approval of any variance from its adopted guidelines. The Board may consider additional matters such as topography, natural obstructions, hardship, aesthetic, or environmental considerations as it may determine relevant. Any variance sought for the use restriction set forth in Article 2 must, before becoming effective, be first recommended for approval by the Board and thereafter approved by a majority vote of Members present at a duly noticed and convened meeting of the Association Membership. All variances must be evidenced in writing. If such variances are granted and approved in writing by the Board, no violation of this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms or provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning ordinances and setback requirements.

Section 7.10 Experts' Fees and Costs Paid By Owner. If the ARB determines that it is necessary to hire an expert such as, including but not limited to, an architect or engineer, in order to review plans or inspect any portion of a Lot or Dwelling Unit, the Owner shall be required to pay the reasonable fees, costs and expenses of such expert. Homeowners who fail to obtain approval from the ARB prior to commencing an architectural or structural modification upon the Property may be fined in the matter set forth in Section 6.3 of this Declaration.

Section 7.11 Attorneys' Fees and Costs. For all purposes necessary to enforce or construe this Article the Board shall be entitled to collect reasonable attorneys' fees, costs, and other expenses from the Owner whether or not judicial proceedings are involved. If such fees, costs, or expenses are not paid by the Owner to the Association within fifteen (15) days of the Association providing to Owner a written notice thereof, the Association may levy a fine, in the manner set forth in Section 6.3 the amount of said fees, costs, and expenses against such Owner which fine shall be collectible as set forth in this Declaration.

Section 7.12 Registered Builders. No person other than a contractor who is licensed in the State of Florida and who has been approved by the Association's Board (a "Registered Builder") may construct any Dwelling Unit or Accessory Structure on the Property. The qualification of a contractor as a Registered Builder does not constitute an endorsement of that contractor by the Declarant or the Board, and each Owner shall be solely responsible for the choice of its contractor.

If ARB determines, at its sole discretion, that a Registered Builder has failed to comply with the requirements of this Declaration or other requirements established by the ARB, the Declarant or the Board, at the request of the ARB, may revoke the Registered Builder's status as a Registered Builder. A list of then-current Registered Builders shall be maintained by the ARB and the Board.

Section 7.13 Exemption of Declarant and Registered Builders. Declarant, any contractor performing construction services on behalf of Declarant, and any Registered Builder shall be exempt from the provisions of this Article 7 with respect to improvements, alterations and additions which Declarant or the Registered Builder determines to make. This exemption shall apply whether such improvements, alterations and additions are to Lots (including Dwelling Units or Accessory Structures), Common Areas, or any other areas of the Property.

ARTICLE 8. **RESERVED EASEMENTS**

Section 8.1 Easement over Common Areas. In addition to any easements described under Article 3, the Association hereby reserves unto itself the right to grant easements over, upon, under, and across all Common Areas, including, but not limited to, the right to use the said Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water, or other public conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety, and appearance and the right to locate wells, pumping stations, lift stations, and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Association to provide or maintain any such utility or service.

Section 8.2 Establishment of Easements. All easements, as provided for in this Declaration, shall be established by one or more of the following methods, to wit:

8.2.1 by a specific designation of an easement on the recorded Plat of the Property;

8.2.2 by a reservation of specific easement in the deed of conveyance of a given Lot or Dwelling Unit; or

8.2.3 by a separate instrument, said instrument to be subsequently recorded by the Declarant or Association in the Public Records of the County.

ARTICLE 9. **COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS**

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be

retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Areas appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE 10. **AMENDMENTS TO DECLARATION**

Section 10.1 General Amendments. This Declaration may be amended only by the affirmative vote or written consent of the Members having not less than two-thirds (2/3) of the votes of the Membership, voting in person, or by proxy, at a duly noticed meeting of the Members at which a quorum has been established.

Section 10.2 Additional Requirements for Amendments. Any amendment to this Declaration which alters the Storm Water or Surface Water Management System, beyond maintenance in its original condition, including the water management facilities of the Common Areas, must have the prior written approval of the Southwest Florida Water Management District, notwithstanding any other provisions contained herein.

ARTICLE 11. **STORM WATER OR SURFACE WATER MANAGEMENT SYSTEM**

Section 11.1 Responsibility for Storm Water or Surface Water Management System. Notwithstanding the obligation of Owners under the provisions of Article 2 or elsewhere provided in this Declaration, the Association shall be ultimately responsible for the maintenance, operation and repair of the Storm Water or Surface Water Management System. Maintenance of the Storm Water or Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or storm water management capabilities as permitted by the Southwest Florida Water Management District. Any repair or reconstruction of the Storm Water or Surface Water Management System shall be as permitted, or as modified, or as approved by the Southwest Florida Water Management District. Assessments shall also be used for the maintenance and repair of the surface water or storm water management systems including but not limited to work within retention areas, drainage structures and drainage easements.

Section 11.2 Enforcement. The Southwest Florida Water Management District 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 Storm Water or Surface Water Management System.

Section 11.3 Additional Requirements for Amendments. Any amendment to this Declaration which alters the Storm Water or Surface Water Management System, beyond maintenance in its original condition, including the water management facilities of the Common Areas, must have the prior written approval of the Southwest Florida Water Management District, notwithstanding any other provisions contained herein.

ARTICLE 12.
GENERAL PROVISIONS

Section 12.1 Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 12.2 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 12.3 Right of Association to Merge. The Association retains the right to merge with any other property owners' association. This right shall be exercised by the recordation of an amendment to this Declaration recorded among the Public Records of the County, which amendment shall set forth a legal description of the Property to which this Declaration, as amended shall apply. The amendment shall further have attached to it a resolution of this Association and the property owners' association with which a merger is to take place, and such resolution shall be certified by the Association Secretary thereof and shall state:

12.3.1 That a meeting of the Association was held in accordance with its By-laws.

12.3.2 That a two-thirds (2/3) vote of the Membership approve the merger.

The foregoing certificates, when attached to the amendment, shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

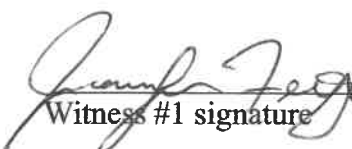
Section 12.4 Transfer of Assets to Local Government. The Association may, upon a two-thirds vote of the Members, transfer some or all of the assets of the Association, including Common Areas, to the City. Any such transfer may require that conditions of the City be met prior to such transfer, including conversion of Association property to standards and conditions required by the City.

Witness my hand and seals this ____ day of November, 2023

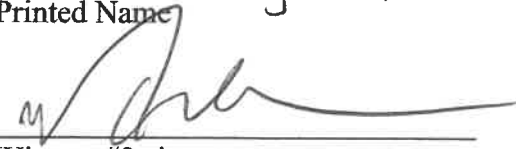
Densan Park Property Owners Association Inc

By: 

_____, President


Witness #1 signature

Jennifer Ferguson
Printed Name


Witness #2 signature

Mohamed Achbar
Printed Name

STATE OF FLORIDA

COUNTY OF SUMTER

The foregoing instrument was acknowledged before me, a notary public, by means of physical presence or online notarization, this 20th day of ~~January~~ November, 2023, 2024
Dennis Ferguson as President of the Board of Directors of Densan Park Property Owners Association Inc who is personally known to me or produced a driver's license as identification.



K Neil
Printed Notary Name Kelsea Neil
NOTARY PUBLIC, STATE OF FLORIDA
My Commission expires: May 7, 2027