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**COMMUNITY DECLARATION  
FOR  
FIELDSTONE**

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**Exhibits:**

- Exhibit 1 – Legal Description
- Exhibit 2 – Articles of Incorporation
- Exhibit 3 – Bylaws
- Exhibit 4 – Permit

**COMMUNITY DECLARATION  
FOR  
FIELDSTONE**

THIS COMMUNITY DECLARATION FOR FIELDSTONE (this "**Declaration**") is made this 14 day of July, 2025, by CARDEL FIELDSTONE, LLC, a Florida limited liability company (the "**Declarant**"), joined by FIELDSTONE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

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

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

- 1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and form a part of this Declaration.
- 2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**ACC**" means the Architectural Control Committee for FIELDSTONE established pursuant to Section 19.1 hereof.

"**Access Control System**" shall mean any system intended to control access to FIELDSTONE or any portion thereof, as may be constructed by the Declarant, as determined by the Declarant in its sole discretion. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL BE OBLIGATED TO CONSTRUCT ANY SUCH ACCESS CONTROL SYSTEM. THE DECLARANT AND THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND OCCUPANT OF EACH HOME ACKNOWLEDGES THE DECLARANT AND THE ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE DECLARANT AND THE ASSOCIATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

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

"**Assessments**" means any assessments made in accordance with this Declaration and as further defined in Section 17.1 hereof.

**“Association”** means FIELDSTONE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

**“Board”** means the Board of Directors of the Association.

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

**“City”** means the City of Plant City, Hillsborough County, Florida.

**“Common Areas”** means any and all real property interests and personalty within FIELDSTONE designated as Common Areas from time to time by the Declarant, by a Plat (as defined herein), by this Declaration, or by a recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners (as defined herein). The Common Areas may include, without limitation, the SWMS (as defined herein), the Access Control System, the Recreational Facilities (as defined herein), the Mail Delivery Center(s) (as defined herein), the Perimeter Walls/Fences (as defined herein), the private lift station, private roadways, entrance features, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, rights-of-way, irrigation facilities, certain sidewalks, street lights, and commonly used utility facilities. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF “COMMON AREAS” AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT’S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

**“Community Completion Date”** means the date upon which all Homes in FIELDSTONE, as ultimately planned and as fully developed, have been conveyed by the Declarant to Owners.

**“Community Standards”** means such architectural and design standards, if any, established by the Declarant or the Board pursuant to Section 19.5 hereof.

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

**“County”** means Hillsborough County, Florida.

**“Declarant”** means CARDEL FIELDSTONE, LLC, a Florida limited liability company, or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as the Declarant in a written instrument, which the immediately preceding Declarant executes and, at the sole option of the preceding Declarant, records in the Public Records (as defined herein). The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. The Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, of the Declarant’s rights and/or obligations, the assignee shall not be deemed the Declarant hereunder (unless expressly provided in such partial assignment), but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant, assigned to such assignee.

**“Declaration”** means this COMMUNITY DECLARATION FOR FIELDSTONE, together with all amendments, supplements, and modifications thereof.

**“Electronic Transmission”** means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such

recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions and text that is sent via electronic mail between computers. Electronic Transmission may be used to communicate with only those members of the Association who consent in writing to receiving notice by Electronic Transmission. Consent by a member to receive notice by Electronic Transmission shall be revocable by the member only by delivery of written notice to the Board.

**“FIELDSTONE”** shall have the meaning set forth in the recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

**“Governing Documents”** means this Declaration, the Articles, the Bylaws, the Rules and Regulations (as defined herein), the Community Standards, and any applicable Supplemental Declaration (as defined herein) all as amended from time to time.

**“Home”** means a residential dwelling and appurtenances thereto constructed on a Lot. The term Home may not reflect the same division of property as reflected on the Plat(s). A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Assessments with respect to such Home. The term “Home” includes any interest in land, improvements, or other property appurtenant to the Home.

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

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

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

**“Lender”** means (i) the institutional and licensed holder of a first mortgage encumbering a Lot, or (ii) the Declarant, and/or its agents, designees, or affiliates, to the extent the Declarant or and/or its agents, designees, or affiliates finances the purchase of a Lot initially or by assignment of an existing mortgage.

**“Lessee”** means the lessee named in any written lease respecting a Home who is legally entitled to possession of such Home.

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

**“Lot Wall/Fence”** means any fence or wall built as part of the original construction of two or more Homes that is placed on the dividing line or platted lot line between the Lots of such Homes.

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

**“Operating Expenses”** means all actual and estimated costs and expenses of operating the Association. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas, including, without limitation, the SWMS, the Access Control System, the Recreational Facilities, the Mail Delivery Center(s), the Perimeter Walls/Fences, the private lift station, and the private roadways; all amounts payable by the Association under the terms of this Declaration; all costs of community lighting including up-lighting and entrance

lighting; all amounts payable in connection with any private lighting agreement between the Association and a utility provider or Private Light Provider (as defined herein), if any; all amounts payable in connection with the Association's maintenance of any Retaining Walls (as defined herein); amounts payable in connection with irrigation costs incurred by the Association for Common Area irrigation; costs of utilities; amounts payable to a Telecommunications Provider (as defined herein) for Telecommunications Services (as defined herein); taxes; insurance; bonds; salaries; management fees; professional fees; service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves (as defined herein).

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

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

**"Permit"** shall collectively mean Permit No. 43046517.000 issued by SWFWMD (as defined herein), a copy of which is attached hereto as **Exhibit 4**, as amended or modified from time to time.

**"Permitted User"** individually means an Owner, Lessee, or other occupant of the Home, and their respective guests and invitees, and **"Permitted Users"** shall collectively mean all of the foregoing.

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

**"Public Records"** means the Public Records of Hillsborough County, Florida.

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

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

**"Rules and Regulations"** means the Rules and Regulations governing FIELDSTONE as adopted from time to time. Amendments to the Rules and Regulations may be adopted separately by the Declarant or the Board, as applicable, pursuant to the requirements for adopting amendments to the Declaration as provided in Section 4 below. Nothing herein shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of FIELDSTONE from containing additional restrictions or provisions that are more restrictive than the Rules and Regulations. The Board shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations. The Rules and Regulations may be incorporated in the Community Standards or may be adopted separately by the Declarant or the Board, as applicable.

**"Special Assessments"** means those Assessments more particularly described as Special Assessments in Section 17.2.2 hereof.

**"Supplemental Declaration"** means an instrument filed in the Public Records pursuant to Section 5.1, which subjects additional property to this Declaration, designates neighborhoods or service areas, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by

Supplemental Declaration, create additional classes of membership, with such rights, privileges, and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

**“Surface Water Management System”** or **“SWMS”** means the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded, or obstructed. This term includes exfiltration trenches, mitigation areas, swales, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage easements and those works defined in Section 373.403, Florida Statutes (2024). The SWMS includes those works authorized by SWFWMD pursuant to the Permit. The SWMS will be part of the Common Areas and will be maintained by the Association.

**“SWFWMD”** means the Southwest Florida Water Management District.

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

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

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

**“Turnover”** means the transfer of operation of the Association by the Declarant to Owners.

**“Turnover Date”** means the date on which transition of control of the Association from the Declarant to Owners occurs.

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

**“Voting Interest”** means and refers to the appurtenant vote(s) of each Lot and/or Parcel, which shall include the voting interests of the Declarant.

### 3. Plan of Development.

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

3.2 Governing Documents. The Governing Documents create a general plan of development for FIELDSTONE which may be supplemented by additional covenants, restrictions and easements applicable to any portion of FIELDSTONE. Nothing in this Section shall preclude any Supplemental Declaration, any amendment to this Declaration, or other recorded covenants applicable to any portion of FIELDSTONE from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. Except as otherwise expressly set forth herein, all provisions of the

Governing Documents shall apply to all Permitted Users. Any Lease Agreement (as defined herein) shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration.

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

3.4 Site Plans and Plats. Site plans, construction plans, and/or the Plat(s) may identify some of the Common Areas. The description of the Common Areas on a Plat, any construction plans, or site plans is subject to change and the notes on a Plat, construction plans, or site plans are not a guarantee of what improvements will be constructed as Common Areas. Site plans and renderings used by the Declarant in its marketing efforts may illustrate the types of improvements that may be constructed as Common Areas, but such site plans or other depictions are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat(s) or any site plans or other renderings used for illustration purposes, as this Declaration governs the rights and obligations of the Declarant and Owners with respect to the Common Areas. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity (including, but not limited to, the Association, Owners, or any Lenders), to replat all or any part of FIELDSTONE owned by the Declarant (or with the joinder of the record title owner) or to reconfigure any Lot or other land owned by the Declarant (or with the joinder of the record title owner), for purposes including, without limitation, extending or relocating any right-of-way shown on the Plat(s) or converting any Lot or portion thereof to use as a right-of-way; provided the Declarant owns the lands affected by or subject to such change.

3.5 Airstrip Disclosure. Each Owner, by acceptance of a deed to their Home, acknowledges FIELDSTONE lies within the vicinity of a private grass airstrip (the "Airstrip"). As such, noise and traffic (vehicular as well as aircraft) may arise from the use and operation of the Airstrip, as well as the hazards generally existing in the vicinity of any airstrip. No assurance can be given as to what the improvements made to the Airstrip, use, flight patterns, landing patterns, hours of operation and location, as well as future development on the site. By acceptance of a deed to their Lot, each Owner acknowledges receipt of this notice and waives and releases Declarant and the Association from liability of any nature or type regarding Airstrip uses and agrees to perform its own investigation of the proposed uses of the Airstrip and any other lands within the vicinity of FIELDSTONE.

#### 4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, prior to the Community Completion date, any amendment to this Declaration or the other Governing Documents shall require the prior written consent of the Declarant. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All

amendments to this Declaration must comply with Section 25.2 which benefits SWFWMD. No amendment to this Declaration shall be effective until it is recorded in the Public Records.

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

4.3 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend this Declaration, the Community Standards, and/or the Rules and Regulations, as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein. Such amendments may include, without limitation, (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of FIELDSTONE; (ii) additions or deletions from FIELDSTONE and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in the Community Standards; (v) changes in maintenance, repair, and replacement obligations of the Association and/or Owners; and (vi) modifications of the use restrictions for Lots and Homes. The Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, the Declarant may create easements over, under and across Lots conveyed to Owners provided that such easements do not prohibit the construction or use of Homes on such Lots as residential dwellings. In the event the Association shall desire to amend this Declaration, the Community Standards, and/or the Rules and Regulations prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for adopting amendments from and after the Turnover as provided in Section 4.4 below. The Declarant shall join in such identical amendment to the Declaration so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

4.4 Amendments after the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. After the Turnover, the Community Standards and the Rules and Regulations may be amended with the approval of a majority of the Board; provided, however, until the Community Completion Date the Declarant shall have the right to approve the Community Standards and any amendments thereto, which approval may be granted or denied in its sole discretion.

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

joinder of the Owners or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

5. Annexation and Withdrawal.

5.1 Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of FIELDSTONE by the Declarant. Except for applicable governmental approvals (if any) and except for the consent of the record title owner of such additional lands if such record title owner is not the Declarant, no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners, or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of FIELDSTONE. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by the Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Community Completion Date, only the Declarant may add additional lands to FIELDSTONE.

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

5.3 Withdrawal. Prior to the Community Completion Date, any portions of FIELDSTONE (or any additions thereto) may be withdrawn by the Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of the Declarant to withdraw portions of FIELDSTONE shall not apply to any Lot that has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. Except for applicable governmental approvals (if any) and except for the consent of the record title owner of such lands proposed to be withdrawn (if such record title owner is not the Declarant), no consent to such withdrawal shall be required from any other party (including, without limitation, the Association, Owners, or any Lenders). The Association shall have no right to withdraw land from FIELDSTONE.

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

6. Dissolution.

6.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days thereafter, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. If the Association ceases to exist, the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code (2024), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by SWFWMD prior to such termination, dissolution, or liquidation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, FIELDSTONE and each Lot therein shall continue to be subject to the provisions of this Declaration,

including, without limitation, the provisions respecting Assessments and easements. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of FIELDSTONE that had been Common Areas and continue to be so used for the common use and enjoyment of the Declarant and Owners.

## 7. Binding Effect and Membership.

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

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

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

7.3.1 Class A Members. Class A members shall be all Owners. Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

7.3.2 Class B Member. The Declarant shall be the Class B member and shall be entitled to nine (9) votes for each Lot owned by the Declarant; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel owned by the Declarant, until such time as the Parcel is platted, whereupon the Declarant shall be entitled to nine (9) votes per Lot owned by the Declarant in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall be entitled to one (1) vote for

each Lot owned by the Declarant. "Turnover" means the transfer of operation of the Association by the Declarant to Owners. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. The purpose of the Turnover meeting is to elect a majority of the Board. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

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

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

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

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

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, the Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of FIELDSTONE for various public purposes or for the provision of telecommunications systems, or to make any portions of FIELDSTONE part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of FIELDSTONE. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. THE DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS, AT ANY TIME, WITHOUT NOTICE AND AT ITS SOLE DISCRETION.

9. Common Areas.

9.1 General. The Common Areas shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. The Declarant shall have the right to use and access the Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed or dedicated to the Association. Prior to the Community Completion Date, the Declarant reserves the absolute right, on behalf of itself and its assigns and designees, to add to, delete from, or modify any of the Common Areas referred to herein at its sole discretion without notice.

9.2 Construction of Common Areas and Improvements. The Declarant anticipates it will construct certain improvements as part of the Common Areas, as the Declarant determines in its sole discretion. The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant, including, without limitation, the Recreational Facilities. Prior to the Community Completion Date, the Declarant reserves the absolute right to construct (or cause to be constructed) additional Common Area improvements within FIELDSTONE, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities, and improvements now or then part of the Common Areas. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements, including the Recreational Facilities. The Declarant is the sole judge of the Common Area improvements constructed by the Declarant or its agents, assigns, or

designees, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes, or changes or modifications to any of them.

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

9.4 Conveyance.

9.4.1 Generally. The Common Areas may be designated by a Plat, created by this Declaration, or a Supplemental Declaration or amendment to this Declaration, or in the form of easements, or conveyed to the Association by Quitclaim Deed, or other instrument of conveyance, as determined by the Declarant in its sole and absolute discretion. The Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations, and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance, and administration of the Common Areas and other obligations relating to the Common Areas imposed herein. The Association shall, and does hereby, indemnify and hold the Declarant harmless on account thereof. The Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Association shall accept any and all transfer of permits from the Declarant, or any other permittee authorized by the Declarant, of any permit required by a governmental agency in connection with the development of FIELDSTONE, as modified and/or amended. The Association shall cooperate with the Declarant, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents, or consents required to effectuate any such transfer of permits to the Association. Such obligations of the Association to cooperate with the Declarant and other permittees shall survive the Turnover. THE COMMON AREAS, PERSONAL PROPERTY, AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS, OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSES, AND WITHOUT ANY REPRESENTATION OR WARRANTIES REGARDING FUTURE REPAIR OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS EXCEPT AS SET FORTH HEREIN. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of the Declarant, the Declarant's assignees, and each Owner granting access to their respective Lot(s).

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

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

9.4.2.2 matters reflected on the Plat(s);

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

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

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

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

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

9.6 Paved and Concrete Common Areas. The Common Areas may contain certain paved or concrete areas. Without limiting any other provision of this Declaration, and subject to the Owners' maintenance obligations as provided in Section 11 below, the Association is responsible for the maintenance, repair, and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including, but not limited to, the private roadways, parking areas, pathways, bicycle paths, and community sidewalks (if any). Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of any paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such paved or concrete surfaces caused by the negligent or willful acts of such Owner or any Permitted

Users utilizing FIELDSTONE through or under such Owner, and the Lot owned by such Owner shall be subject to an Individual Assessment for such costs.

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

9.8 Use.

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

9.8.2 Right to Allow Use. The Declarant and/or the Association (with the consent of the Declarant prior to the Turnover Date) may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, utility providers, Private Light Providers, natural gas providers, if applicable, the Association, and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of the Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

9.8.3 Retention/Detention Areas. NEITHER THE DECLARANT NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN FIELDSTONE; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT OR THE ASSOCIATION THAT WATER LEVELS OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN FIELDSTONE.

9.8.4 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted herein or as otherwise permitted by the Association or the Declarant.

9.8.5 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility, on behalf of such Owner and their Permitted Users, for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides, and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within FIELDSTONE; and (v) design of any portion of FIELDSTONE. Each Owner expressly indemnifies and agrees to hold harmless the Declarant and the Association and all employees, directors, representatives, officers, agents and partners, affiliates, shareholders, members, and attorneys (collectively, the "**Indemnified Parties**") from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessionals' fees, and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas and/or any other improvements within FIELDSTONE, including, without limitation, any retention/detention areas, or areas adjacent to any water body, do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE COMMON AREAS, AND AREAS IN THE VICINITY OF THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, BEAR, AND FOXES. THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH PERMITTED USER IS RESPONSIBLE FOR THEIR OWN SAFETY. THE DECLARANT AND THE ASSOCIATION MAKE NO REPRESENTATION WHATSOEVER AS TO THE TYPE, NATURE, OR NUMBER OF WILDLIFE PRESENT WITHIN OR AROUND FIELDSTONE.

9.8.6 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs, and expenses of any kind or nature whatsoever (collectively, "**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the Common Areas by such Owner and its Permitted Users. Should any Permitted User bring suit against any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Permitted User shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessionals' fees at trial and upon appeal.

## 9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, the Declarant, and thereafter the Board, shall have the right (but not the obligation) to adopt Rules and Regulations governing the use of all or any portion of FIELDSTONE. The Rules and Regulations and any amendments thereto need not be recorded in the Public Records. The Common Areas, Lots, and other applicable portions of FIELDSTONE shall be used in accordance with this Declaration and Rules and Regulations, if any. The Declarant and the Association shall have the right (but not the obligation) to take enforcement action against any Owner to compel compliance with the Rules and Regulations.

9.9.2 Declarant Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Declarant or to any property owned by the Declarant, and shall not be applied in a manner that would prohibit or restrict the development or operation of FIELDSTONE or adversely affect the interests of the Declarant. Without limiting the foregoing, the Declarant and its assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within FIELDSTONE, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties located outside of FIELDSTONE), general office and construction

operations within FIELDSTONE; (iii) place, erect, or construct portable, temporary, or accessory buildings or structures within FIELDSTONE for sales, construction storage, or other purposes; (iv) temporarily deposit, dump, or accumulate materials, trash, refuse, and rubbish in connection with the development or construction of any portion of FIELDSTONE; (v) post, display, inscribe, or affix to the exterior of any portion of the Common Areas or any other portions of FIELDSTONE, signs, flags, and other materials used in developing, constructing, selling, or promoting the sale of any portion of FIELDSTONE including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to FIELDSTONE by dredge or dragline, store fill within FIELDSTONE and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, FIELDSTONE and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole opinion of the Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising FIELDSTONE.

9.10 Public Facilities. FIELDSTONE may include one or more public facilities.

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

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

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

9.14 Access Control System. The Declarant may install a controlled access facility at one or more access points to FIELDSTONE. The Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for FIELDSTONE. If provided, all costs associated with any Access Control System will be part of the Operating Expenses. As long as the Declarant owns any property subject to this Declaration, or which may become subject to this Declaration in accordance with Section 5.1, the Declarant shall have the absolute right to determine how such Access Control System is operated, including the days and times that gates are open allowing public access to

FIELDSTONE. The Declarant hereby reserves for itself, and its contractors and suppliers, their respective agents and employees, and any prospective purchasers of Homes or Lots from the Declarant, an easement for free and unimpeded access through any such Access Control System, subject only to such controls and restrictions as are agreed to in writing by the Declarant. If the Association attempts to restrict or control access into FIELDSTONE through means not approved by the Declarant, the Declarant may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by the Declarant, and the Declarant shall have no liability in this regard. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH ACCESS CONTROL SYSTEM. THE ASSOCIATION AND THE DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND PERMITTED USER ACKNOWLEDGES THE ASSOCIATION AND THE DECLARANT, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE ASSOCIATION AND THE DECLARANT WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

9.15 Recreational Facilities.

9.15.1 General Restrictions. Each Permitted User and other persons entitled to use the Recreational Facilities shall comply with the following general restrictions:

9.15.1.1 Minors and Guests. Minors are permitted to use the Recreational Facilities; provided, however, the applicable Owner is responsible for the actions and safety of such minors and guests and any damages caused by such minors or guests. The Association may adopt reasonable regulations and restrictions from time to time governing minors' or guests' use of the Recreational Facilities, including, without limitation, requirements for adult supervision while using the Recreational Facilities. Persons fourteen (14) years of age or younger shall be accompanied by an adult at all times during which such person is using the Recreational Facilities.

9.15.1.2 Responsibility for Personal Property and Persons. Each Owner and Lessee assumes sole responsibility for the health, safety, and welfare of such Owner and its Permitted Users, and the personal property of all of the foregoing, and each Owner and Lessee shall not allow any damage to the Recreational Facilities or interfere with the rights of other Owners or Permitted Users hereunder. Neither the Declarant nor the Association shall be responsible for any loss or damage to any private property used, placed, or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes all risk of loss with respect to their equipment, jewelry, or other possessions, including, without limitation, wallets, books, and clothing left in the Recreational Facilities.

9.15.1.3 Activities. Any Permitted User or other person who, in any manner, makes use of the Recreational Facilities, or who engages in any contest, game, function, exercise, competition, or other activity operated, organized, arranged, or sponsored either on or off the Recreational Facilities, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Recreational Facilities or other Common Areas caused by such Owner or caused by any Permitted User utilizing the Common Area through such Owner or its Lessee(s). No Owner or Lessee may use the Recreational Facilities for any society, party, religious, political, charitable, fraternal, civil, fund-raising, or other purposes without the prior written consent of the Association, which consent may be withheld for any reason.

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

9.15.3 Indemnification of Declarant and the Association. By the use of the Recreational Facilities, each Owner and other Permitted User agrees to indemnify and hold harmless the Indemnified Parties against all Losses incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the Recreational Facilities by Permitted Users and/or from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any insurance policies.

9.15.4 Attorneys' Fees. Should any Permitted User bring suit against the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Permitted User (jointly and severally with the Owner associated with such Permitted User) shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessionals' fees at trial and upon appeal.

9.15.5 Basis for Suspension. The rights of an Owner and/or any other Permitted User to use the Recreational Facilities may be suspended by the Association if, in the sole judgment of the Association:

9.15.5.1 such person is not an Owner or a Lessee;

9.15.5.2 the Permitted User violates one or more of the Association's Rules and Regulations;

9.15.5.3 such Permitted User has injured, harmed, or threatened to injure or harm any person within the Recreational Facilities, or harmed, destroyed, or stolen any personal property within the Recreational Facilities, whether belonging to an Owner, third party, or to the Association; or

9.15.5.4 an Owner fails to pay Assessments due.

9.15.6 Types of Suspension. The Association may restrict or suspend, for cause or causes described herein, any Permitted User's privileges to use any or all of the Recreational Facilities. By way of example, and not as a limitation, the Association may suspend a Lessee's privileges to use any or all of the Recreational Facilities if such Lessee's Owner fails to pay Assessments due in connection with a leased Home. In addition, the Association may suspend the rights of a particular Permitted User or prohibit a particular Permitted User from using a portion of the Recreational Facilities. No Owner or Lessee whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Assessments or any other fees. During the restriction or suspension, Assessments shall continue to accrue and be payable as determined by the Board. Under no circumstance will any Owner, Lessee or other Permitted User be reinstated until all Assessments and other amounts due to the Association are paid in full. Any suspension of an Owner's, Lessee's or other Permitted User's rights to use the Recreational Facilities shall be imposed in accordance with Section 20.6 of this Declaration.

9.15.7 Use of Recreational Facilities for Parties and Events. The Association shall have the right to impose conditions or restrictions in connection with the use of Recreational Facilities for events, parties, and gatherings hosted by a Permitted User. The Association shall also have the right to adopt and enforce rules and regulations regarding the number of guests that may be allowed to use the Recreational Facilities at any time. In the event a Permitted User

desires to utilize the Recreational Facilities for an event, party, or other gathering of five (5) or more guests or invitees (an "**Event**"), such Permitted User must obtain written prior approval of the Board. The Board may, in its sole and absolute discretion, require the Owner and/or Lessee to execute certain registration and/or release agreements or other documentation in connection with such Event, including, without limitation, a Facility Use and Hold Harmless Agreement, if applicable, and shall require the Owner or Lessee to remit to the Association a Twenty-Five and No/100 Dollars (\$25.00) reservation fee. Further, in advance of such Event, the Owner or Lessee shall remit to the Association a security deposit in the amount of Two Hundred Fifty and No/100 Dollars (\$250.00), or such other amount as determined by the Board from time to time, to cover expenses related to the clean-up, maintenance, and/or damage caused to the Recreational Facilities or other Common Areas by a Permitted User. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner or Lessee upon conclusion of the Event after the Association receives confirmation there is no such clean-up, maintenance, or repair required. In the event the Owner or Lessee does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the collection of the deposit referred to herein from an Owner or Lessee shall not reduce or abate any Owner's or Lessee's obligations pursuant to this Declaration, or give any Owner or Lessee the right to avoid any of the covenants, agreements, or obligations to be performed hereunder, including all restrictions with respect to parking and/or use of the Common Areas.

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

9.17 Dog Park. The Declarant anticipates it will construct a dog park as part of the Recreational Facilities (the "**Dog Park**"). All provisions contained herein with respect to Recreational Facilities shall apply to the Dog Park. The Association may adopt Rules and Regulations from time to time governing the Dog Park. By acceptance of a deed to a Home, each Owner acknowledges and agrees that unleashing a dog and being physically present at the Dog Park involves risks of injury to persons and dog(s), including but not limited to, risks resulting from aggressive dogs, unpredictable behavior, and lack of proper training. Each Owner understands there is a risk that not all dogs present in the Dog Park are vaccinated for rabies or other diseases, which could result in injury to persons or dogs. Additional risks include, but are not limited to: dog fights; dog bites; negligence or irresponsibility of a dog owner; inability to predict a dog's reaction to movement, sounds, objects, persons, or other animals; actions by a dog due to fright, anger, stress, insect bites or natural reactions such as jumping, pulling, resisting and biting; theft or unlawful capture; escape over and under fences and gates; vegetation or standing water that may be unhealthy or poisonous if consumed; burrs or seeds that may become lodged in a dog's coat, feet, eyes, nose, or ears; insects such as mosquitoes, spiders, ticks, chiggers, fleas and other pests; wildlife such as foxes, deer, raccoons, opossums, mice, rats, coyotes, turtles, and other animals; inclement weather; acts of God; traffic on nearby streets; and all other circumstances inherent to dog activities or outdoor activities. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO,

CONSTRUCT ANY SUCH DOG PARK. THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING THE SAFETY OF PERSONS OR ANIMALS USING THE DOG PARK. EACH PERMITTED USER IS RESPONSIBLE FOR THEIR OWN SAFETY AND THE SAFETY OF THEIR PETS.

9.18 Private Trail System. The Declarant anticipates it will construct a trail system as part of the Recreational Facilities (the "**Private Trail System**"). All provisions contained herein with respect to Recreational Facilities shall apply to such Private Trail System. The Association may adopt Rules and Regulations from time to time governing the Private Trail System. The Association shall maintain and landscape such Private Trail System, which costs shall be Operating Expenses of the Association. Each Owner, by acceptance of a deed to a Lot, or any person by use or occupancy of a Home, acknowledges the foregoing notice and assumes all risks related to or arising out of the existence of the Private Trail System and/or the use of the Private Trail System. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH PRIVATE TRAIL SYSTEM. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING USE OF THE PRIVATE TRAILS. ANY PERSON USING SUCH TRAILS, AND EACH OWNER AND/OR PERMITTED USER, ARE RESPONSIBLE FOR THEIR OWN SAFETY. THE ASSOCIATION AND THE DECLARANT WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM THE USE OF SUCH TRAILS.

9.19 Playground Facility. The Declarant anticipates it will construct a playground facility as part of the Recreational Facilities (the "**Playground Facility**"). All provisions contained herein with respect to Recreational Facilities shall apply to the Playground Facility. The Association may adopt Rules and Regulations from time to time governing the Playground Facility, including, without limitation, requirements that minors be accompanied by adults while using the Playground Facility. Owners and Lessees are responsible for the actions and safety of any minors using the Playground Facility and any damages caused by such minors associated with such Owner and/or their Lessee(s). By acceptance of a deed to a Lot, each Owner acknowledges and agrees that utilizing any equipment or climbing on any structures located within the Playground Facility involves risks of injury to persons. Additional risks include, but are not limited to: theft, inclement weather, acts of God, traffic on nearby streets, and all other circumstances inherent to recreational or outdoor activities. Any Owner, Permitted User, or other person who, in any manner, makes use of the Playground Facility, or who engages in any contest, game, function, exercise, competition, or other activity operated, organized, arranged, or sponsored on the Playground Facility, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Playground Facility, caused by such Owner or its Permitted Users. Each Owner assumes sole responsibility for the health, safety, and welfare of such Owner and its Permitted Users, and the personal property of all of the foregoing. Neither the Declarant nor the Association shall be responsible for any loss or damage to any private property used or placed on the Playground Facility. No Owner may use the Playground Facility for any society, party, religious, political, charitable, fraternal, civil, fund-raising, or other purposes without the prior written consent of the Association, which consent may be withheld for any reason. All costs associated with the maintenance, repair, and replacement of the Playground Facility shall be part of the Operating Expenses. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH PLAYGROUND FACILITY. THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING THE USE OF OR THE SAFETY OF PERSONS USING THE PLAYGROUND FACILITY. EACH PERSON ACCESSING AND/OR UTILIZING THE PLAYGROUND FACILITY IS RESPONSIBLE FOR THEIR OWN SAFETY.

10. Maintenance by the Association.

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

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

10.3 Roadways. All roadways within FIELDSTONE shall be private roadways and shall be owned and maintained by the Association. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair, and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including the private roadways. All costs associated with maintenance, repair, replacement, and insurance of private roadways within FIELDSTONE shall be part of the Operating Expenses. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work.

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

10.5 Negligent or Willful Acts. The expense of any maintenance, repair, or construction of any portion of the Common Areas or any Lot or Home, necessitated by the negligent or willful acts of any Permitted User or other persons utilizing any portion of FIELDSTONE through or under an Owner, shall be borne solely by such Owner, and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of the Board. Further, an Owner shall be responsible for all costs of maintenance, repair, or construction of any portion of the drainage facilities located on such Owner's Lot if such maintenance, repair, or construction is necessitated by the negligent or willful acts of such Owner or any other Permitted User utilizing FIELDSTONE through or under such Owner.

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

10.7 Private Lift Station. FIELDSTONE includes a private station. The lift station facilities shall be owned and maintained by the Association or by a private entity and are not public facilities maintained by the County. Any costs incurred by the Association related to the private lift station shall be a part of the Operating Expenses, if and as applicable.

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

10.9 Drainage Improvements. The Association shall be solely responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, easements, or other improvements (the "Drainage Improvements"), and which may be located within Common Areas or Lots. The Association shall be responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all easements, swales, buffers and vegetative areas at all times. Should any area of drainage pattern demonstrate a pooling or flooding effect, the Association shall be responsible to rectify the drainage pattern to its original intended design and any and all costs associated with such repairs shall be Operating Expenses of the Association.

10.10 Perimeter Walls/Fences. The Declarant may install perimeter walls or fences within FIELDSTONE (the "Perimeter Walls/Fences"). The Association at all times shall have the exclusive right and obligation to maintain, repair, and replace any Perimeter Walls/Fences within FIELDSTONE, including Perimeter Walls/Fences located on Lots; however, each Owner shall be responsible for the routine maintenance and cleaning of the interior of any Perimeter Walls/Fences, or portion thereof, located on such Owner's Lot. The Association shall perform any such maintenance, repairs or replacement of the Perimeter Walls/Fences at the Board's discretion and the costs of such maintenance, repairs or replacement shall be Operating Expenses. Failure of the Association to undertake any such maintenance, replacement or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Perimeter Walls/Fences.

10.11 Reclaimed Irrigation Water. Reclaimed irrigation water may be used within FIELDSTONE and the Association shall have the right to enter into a Reclaimed Water Use Agreement from time to time to provide reclaimed irrigation water to Lots and/or Common Areas. The costs associated with irrigation water usage for all Common Areas shall be deemed part of the Operating Expenses, and each Owner of a Lot shall pay an equal share of such costs. EACH OWNER ACKNOWLEDGES RECLAIMED WATER MAY BE USED FOR IRRIGATION PURPOSES. NEITHER THE DECLARANT NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE AVAILABILITY OR QUALITY OF RECLAIMED WATER; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY FOR THE REPLACEMENT OF SOD, GRASS, SHRUBS, TREES, OR OTHER LANDSCAPING WITHIN A LOT NECESSITATED BY THE LACK OF RECLAIMED WATER FOR IRRIGATION. FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY FOR THE REPAIR, REPLACEMENT OR MAINTENANCE OF THE IRRIGATION SYSTEMS DUE TO DAMAGE CAUSED BY THE QUALITY OF THE RECLAIMED WATER.

10.12 Walkways and Sidewalks. The Association will maintain all walkways and sidewalks, including, without limitation, concrete or brick pavers, comprising part of such Owner's Lot and the Private Right-of-Way. In the event the City, County, or any of its respective subdivisions, agencies, and/or divisions must remove any portion of the paved or concrete surfaces located within an Owner's Lot or the Private Right-of-Way for the installation, repair, replacement, or maintenance of utilities or water mains, then the Owner of the applicable Lot will be responsible to replace or repair the paved or concrete surfaces at such Owner's expense. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary maintenance and/or repair and charge the costs thereof, together with interest at the highest rate allowed by law, to the non-complying Owner as an Individual Assessment. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees, paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

10.13 Retention/Detention Area Slopes. The Common Areas and the rear yard of some Lots may contain slopes adjacent to the retention/detention areas (the "Retention/Detention Area Slopes"). All Retention/Detention Area Slopes will be regulated and maintained by the Association, except as otherwise expressly provided in this Declaration or as provided in any Retention/Detention Area Slopes Maintenance Standards (as defined herein). The Declarant hereby grants the Association an easement of ingress and egress across all Lots that include or are adjacent to Retention/Detention Area Slopes or other portions of the SWMS for the purpose of regulating and maintaining such Retention/Detention Area Slopes. The Board may (but has no obligation to) establish from time to time standards for the Retention/Detention Area Slopes maintenance by Owners who own Lots that include or are adjacent to such areas ("Retention/Detention Area Slopes Maintenance Standards"). Such Retention/Detention Area Slopes Maintenance Standards may include requirements respecting compaction and strengthening of banks. The Association shall have the right to inspect such Retention/Detention Area Slopes to ensure that each Owner has complied with its obligations hereunder and under the Retention/Detention Area Slopes Maintenance Standards. Each Owner hereby grants the Association an easement of ingress and egress across their Lot to all retention/detention areas for the purpose of ensuring compliance with the requirements of this provision and the Retention/Detention Area Slopes Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Retention/Detention Area Slopes Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

10.14 Retaining Walls. The Declarant may construct retaining walls within FIELDSTONE (the "Retaining Walls"). Any reference to Retaining Walls herein shall include, but may not be limited to, the wall, stem, base slab, tie backs, deadman anchors, counterforts, and any other associated supporting structures for such retaining walls. Retaining Walls constructed by the Declarant shall be maintained, repaired, and replaced by the Association and the costs thereof shall be Operating Expenses. Failure of the Association to undertake any maintenance, repair, or replacement of the Retaining Walls shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Retaining Walls. NO STRUCTURES OR LANDSCAPING, INCLUDING, WITHOUT LIMITATION, FENCES, IRRIGATION PIPES, AND TREES, SHALL BE INSTALLED WITHIN TWO FEET (2') FROM ANY RETAINING WALL.

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

Agreements, to modify any agreement affecting FIELDSTONE, or the obligations and responsibilities of the Association, including, without limitation, obligations for cost-sharing or maintenance of improvements. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES ANY AND ALL COSTS ASSOCIATED WITH THE ASSOCIATION'S OBLIGATIONS UNDER THE AGREEMENTS, INCLUDING ANY OBLIGATION FOR COST-SHARING OR OBLIGATION TO CONSTRUCT, OPERATE, MAINTAIN, INSURE AND/OR REPAIR IMPROVEMENTS, OR SHARE CERTAIN FACILITIES, IF ANY, SHALL BE A PART OF THE OPERATING EXPENSES.

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

11.1 Right of the Association to Enforce. The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section. In the event any Owner does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment.

11.2 Landscape Maintenance Standards. The following maintenance standards (the "**Landscape Maintenance Standards**") apply to landscaping within all Lots and the Private Right-of-Way adjacent to such Lots:

11.2.1 Trees. Trees are to be pruned as needed and maintained in a safe and appropriate manner, with the canopy no lower than eight feet (8') from the ground at maturity, unless otherwise stipulated by any applicable law, regulation, or local ordinance.

11.2.2 Shrubs and Hedges. All shrubs and hedges are to be trimmed as needed and maintained in a neat and appropriate manner. In no event shall any shrubs and/or hedges within any Lot be in excess of ten feet (10') in height.

11.2.3 Grass.

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

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

11.2.3.3 Grass. Each yard shall be improved with the type of grass approved by the local municipality or other applicable governmental authority at the time of installation, which may include St. Augustine grass (i.e. Floratam or a similar variety) in some areas with code required drought tolerant grass in other areas. Any modification to

or replacement of sod and/or landscape by an Owner is subject to the Community Standards, Section 373.185, Florida Statutes (2024), and any other applicable law or local ordinance. The Association may enforce Florida friendly landscaping should an Owner plant any high water use grass or prohibited invasive species not in compliance with the Community Standards, local ordinance, and/or local landscaping code or Florida Statutes.

11.2.4 Mulch. Mulch shall be replenished as needed by the record title owner of each Lot on a yearly basis.

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

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

11.2.7 Irrigation. Every Owner shall be required to irrigate the grass and landscaping located on their Lot and the Private Right-of-Way in a routine and ordinary manner, as may be permitted by SWFWMD, City, and/or County regulations, and shall ensure that sufficient irrigation continues during all periods when the Owner is absent from the Lot. Watering and irrigation, including the maintenance, repair, and replacement of irrigation facilities and components will be the sole responsibility of the record title owner of the respective Lot. Sprinkler heads shall be maintained by the record title owner on a monthly basis. Water spray from sprinklers shall not extend beyond any property line of the respective Lot. Lots shall be consistently irrigated to maintain a green and healthy lawn at all times. Automatic sprinkler systems shall not cause water to run onto neighboring Lots, walkways, streets or the like and shall include a timing system to limit hours of operation. All components of the irrigation system, clock, pump stations, and valves shall be checked as needed by an independent contractor to assure proper automatic operation. It is the Owner's responsibility to comply with all applicable watering restrictions imposed by the City, County, or pursuant to the Community Standards.

11.2.8 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

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

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

11.4 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. Except for construction debris and related materials on a Lot during the course of construction of a Home, no garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any Lot. Each Owner shall be responsible for promptly removing any debris, refuse, or unsightly objects upon its Lot.

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

11.6 Driveways. Each Owner shall be responsible to timely maintain, pressure/soft wash, repair and/or replace the driveway, including, without limitation, concrete or brick pavers within such Owner's Lot and the Private Right-of-Way. In the event the City, County or any of its respective subdivisions, agencies, and/or divisions must remove any portion of the driveway located within an Owner's Lot or the Private Right-of-Way for the installation, repair, replacement, or maintenance of utilities or water mains, then the Owner of the applicable Lot will be responsible to replace or repair the driveway at such Owner's expense. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary maintenance and/or repair and charge the costs thereof, together with interest at the highest rate allowed by law, to the non-complying Owner as an Individual Assessment. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees, paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.7 Private Right-of-Way. Each Owner shall be responsible for the costs, charges, and expenses incurred in connection with maintenance of the irrigation facilities, trees, driveways, and landscaping located immediately adjacent to such Owner's Lot and located between such Owner's Lot and the roadway (the "**Private Right-of-Way**"). Every Owner shall be required to irrigate the grass and landscaping located within the Private Right-of-Way in a routine and ordinary manner and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Home. Further, each Owner is required to timely repair, maintain, and/or replace the driveway, including, without limitation, concrete or brick pavers, located within the Private Right-of-Way. No tree installed by the Declarant shall be felled, removed, or cut down unless such tree represents an immediate hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing FIELDSTONE. If any such tree dies, or is removed in accordance with this Section, then such tree shall be replaced at the expense of and by the Owner of the Lot immediately adjacent to the felled tree with a similar tree approved by the ACC.

11.8 Pressure Washing/Soft Washing. Each Owner shall be responsible, at their sole cost and expense, for pressure washing/soft washing the driveways, sidewalks, walkways, roofs, and the exterior portions of their Home, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. Each Owner shall conduct such pressure washing/soft washing on a routine basis, and in no event later than thirty (30) days after notice by the Board or the ACC to the Owner of the applicable Lot. In the

event an Owner does not comply with this Section, the Association may perform the necessary maintenance required by this Section and charge the costs thereof to the non-complying Owner as an Individual Assessment. CLEANING SOME SURFACES WITH HIGH PRESSURE MAY CAUSE DAMAGE TO THE SURFACE OF CERTAIN STRUCTURES AND A SOFT WASH MAY BE REQUIRED. PRIOR TO ANY PRESSURE WASHING/SOFT WASHING, EACH OWNER SHOULD OBTAIN FROM THE MANUFACTURER OF THE AREA TO BE CLEANED, THE PROPER CLEANING INSTRUCTIONS TO ENSURE NO DAMAGE IS CAUSED TO THE SURFACE AND TO ENSURE COMPLIANCE WITH THE MANUFACTURER'S MAINTENANCE REQUIREMENTS FOR WARRANTY PURPOSES, IF ANY.

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

11.10 Lot Walls/Fences. Each adjoining Owner's obligation with respect to Lot Walls/Fences shall be determined by this Declaration, except as otherwise required by Florida law.

11.10.1 Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Lot Wall/Fence facing their Lot. Except as provided in this Section, the cost of reasonable repair shall be shared equally by adjoining Lot Owners.

11.10.2 Damage by One Owner. If a Lot Wall/Fence is damaged or destroyed by the act of one adjoining Owner, or any of its Permitted Users (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Lot Wall/Fence to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss, or liabilities. No Owner shall violate any of the following restrictions and any damage (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action or allowing such action to occur on such Owner's Lot.

11.10.2.1 No Owner shall allow sprinklers to spray or other water sources to deliver water within one foot (1') of any Lot Wall/Fence, excluding rainfall that falls directly on such area (i.e. an Owner shall not collect rainfall from other portions of the Lot and deliver it within one foot (1') of any Lot Wall/Fence);

11.10.2.2 No Owner shall allow any tree to grow within three feet (3') of any Lot Wall/Fence (with such distance measured from the above-ground part of the tree that is nearest to the Lot Wall/Fence within five feet (5') of the ground level of the tree, including any portion of the root system that is not completely covered by soil);

11.10.2.3 No Owner shall allow attachment of anything, including, but not limited to, any climbing plant or vine, to any Lot Wall/Fence; and

11.10.2.4 No Owner shall allow water to be provided by sprinkler, hose, hand delivery or otherwise to any plant located within five feet (5') of any Lot Wall/Fence; provided, however, Owners are permitted to allow water delivery to any plant located

within one foot (1') of any Lot Wall/Fence if the method of such delivery is either by drip line or by spray facing in a direction away from the Lot Wall/Fence.

11.10.3 Other Damage. If a Lot Wall/Fence is damaged or destroyed by any cause other than the act of one of the adjoining Owners or its Permitted Users (including ordinary wear and tear and deterioration from lapse of time), then the adjoining Owners shall rebuild or repair the Lot Wall/Fence to its prior condition, equally sharing the expense; provided, however, that if a Lot Wall/Fence is damaged or destroyed as a result of an accident or circumstances that originate or occur on a particular Lot (whether or not such accident or circumstance is caused by the action or inaction of the Owner or its Permitted Users) then in such event, the Owner of that particular Lot shall be solely responsible for the cost of rebuilding or repairing the Lot Wall/Fence and shall immediately repair the Lot Wall/Fence to its prior condition.

11.10.4 Right of Entry. Each Owner shall permit the Owners of adjoining Lots, or their representatives, to enter their Lot for the purpose of installations, alterations, or repairs to a Lot Wall/Fence on the Lot of such adjoining Owners, provided that other than for emergencies, requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner of the adjoining Lot. An adjoining Owner making entry pursuant to this Section shall not be deemed guilty of trespassing by reason of such entry. Such entering Owner shall indemnify the adjoining Owner from any consequential damages sustained by reason of such entry.

11.10.5 Right of Contribution. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

11.10.6 Consent of Adjoining Owner. In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild (other than rebuilding in a manner materially consistent with the previously existing Lot Wall/Fence) the Lot Wall/Fence, shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld, delayed, or conditioned.

11.10.7 Right of the Association. Each Owner hereby grants the Association an easement of ingress and egress across their Lot to all Lot Wall/Fence areas for the purpose of ensuring compliance with the requirements of this provision. In the event an Owner does not comply with this Section 11.10, the Association may perform the necessary maintenance, repair, and/or replacement and charge the costs thereof to the non-complying Owner(s) as an Individual Assessment.

11.11 Water Mains and Improvements within Lots. In the event the City or the County, or any of their respective subdivisions, agencies, and/or divisions must remove or damage any portion of a driveway, landscaping, paved or concrete surfaces, or other improvements located on an Owner's Lot or the Private Right-of-Way adjacent thereto, in connection with the County's installation, operation, maintenance, repair, or replacement of any utilities, water line, sanitary sewer line, or other maintenance conducted by the City, or the County, if applicable, then the Owner of the Lot upon which such driveway, landscaping, paved or concrete surfaces, or other improvements are located or adjacent to such right-of-way upon which such improvements are located, shall be responsible to replace or repair such driveway, landscaping, paved or concrete surface, or other improvement at such Owner's expense, if such expenses are not paid for by the City or the County. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary repair and/or replacement and charge the costs thereof to the non-complying Owner as an Individual Assessment. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

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

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

12.2 Animals. No animals of any kind shall be raised, bred, or kept within FIELDSTONE for commercial purposes. Other than swine, poultry, livestock, or pets that become a nuisance, a Permitted User may keep domestic pets as permitted by City or County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time, subject to the Americans with Disabilities Act and the Federal Fair Housing Act. Notwithstanding the foregoing, pets permitted by this Section may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the receipt of such notice. The Owner responsible for a pet shall be responsible for immediately removing any matter created by the pet and disposing of the same in a sanitary manner. Each Owner shall be responsible for all the activities of its pet. Notwithstanding anything to the contrary contained herein, all restrictions set forth in this Section are subject to the Americans with Disabilities Act and the Federal Fair Housing Act.

12.3 Artificial Vegetation; Vegetable Gardens. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC. No vegetable garden shall be erected, installed or maintained on any Lot unless erected, installed or maintained within a fenced-in portion of the rear yard of such Lot, in such manner so as not to be visible from the street or from any other Lot.

12.4 Automobiles and other Vehicles. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to vehicles utilized in connection with construction, sales, development, improvement, installation, repair, or operational activities by the Declarant or its contractors, suppliers, consultants, agents, employees, or invitees.

12.4.1 Parking. Except as otherwise expressly provided herein, vehicles shall be parked in the garage or driveway of the respective Owner's Lot and shall not block the sidewalk, even if the sidewalk intersects the driveway, and shall not be parked within the roadways unless expressly authorized. No vehicles of any nature shall be parked on any portion of FIELDSTONE, including a Lot, except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Area, including the private roadways, except in designated parking areas, if any. The Association shall have the right, but not the obligation, to promulgate Rules and Regulations regarding parking on Common Areas, including the private roadways. Except as otherwise permitted in Section 720.3075(3)(d), Florida Statutes (2024), no vehicles used in business for the purpose of transporting goods, equipment, and the like, shall be parked in FIELDSTONE except during the period of a delivery of goods or during the provision of services. Notwithstanding anything contained herein to the contrary, no provision of this Declaration shall be construed as prohibiting an Owner or its Permitted User(s) from parking their personal vehicles, including pickup trucks, in such Owner's driveway, or in any other area at which such Owner (or its Permitted User) has a right to park as governed by state, County, and municipal regulations, so long as such vehicles are not "Commercial Motor Vehicles" (as

defined in Section 320.01(25), Florida Statutes (2024)). Roadways within FIELDSTONE shall be private roadways and shall be maintained or regulated by the Association.

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

12.4.3 Prohibited Vehicles. No Commercial Motor Vehicle, limousine, recreational vehicle, all-terrain vehicles, boats (or other watercraft), trailers, including, without limitation, boat (or other watercraft) trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within FIELDSTONE except in the garage of a Home or as otherwise permitted in accordance with Section 720.3045, Florida Statutes (2024) and Section 720.3075, Florida Statutes (2024). No vehicles with missing or expired tags or registrations shall remain within FIELDSTONE, except in the garage of a Home. No vehicles displaying commercial advertising or a "for sale" sign shall be parked within the public view, except as otherwise permitted in Section 720.3075(3)(b), Florida Statutes (2024). No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles, golf carts, scooters, or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas. Additionally, no all-terrain vehicle or mini motorcycle may be parked or stored within FIELDSTONE, including on any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to vehicles utilized in connection with construction, sales, development, improvement, installation, or repair by the Declarant or its invitees, employees, contractors, subcontractors, consultants, suppliers, designees, and/or agents. Further, notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions are subject to Sections 720.3045 and 720.3075, Florida Statutes (2024).

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Lot irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, boats, watercraft, mobile homes, trailers, etc. By accepting title to a Lot, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot or Common Areas that are in violation of this Declaration or the Rules and Regulations. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting.

12.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement, in accordance with Section 14 of this Declaration. As to any such reconstruction of a destroyed Home or improvements by an Owner, the same shall only be replaced as approved by the ACC.

12.6 Commercial Activity. Except for normal construction activity, sale, rental, and re-sale of a Home, sale or re-sale of other property owned by the Declarant, and administrative offices of the Declarant, no commercial or business activity shall be conducted within FIELDSTONE, including, without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and

ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within FIELDSTONE. No solicitors of a commercial nature shall be allowed within FIELDSTONE, without the prior written consent of the Association. No day care center, "half-way house," assisted living facility, nursing home or group home may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of the Declarant. Leasing of Homes shall not be considered "commercial activity" or "business activity" for purposes of this Declaration.

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

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

12.9 Cooking. No cooking shall be permitted nor shall any foods or beverages be consumed on the Common Areas, except in areas designated for those purposes by the Association (if any). No grills or barbecue facilities shall be placed in the front yard of any Lot, except for temporary use during pre-approved community or special events as determined by the Board in its sole discretion. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout FIELDSTONE.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes shall be installed or placed within or upon any portion of FIELDSTONE without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15<sup>th</sup> of the following year. The ACC may establish standards for holiday lights and decorations at its sole discretion, including, without limitation additional time periods and holidays during which Owners may place lighting or decorations on exterior portions of the Home. The ACC may require the removal of any lighting or decoration that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through FIELDSTONE). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2024), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC. All lawn ornaments shall be removed from exterior portions of the Home and Lot by the Owner and shall be stored within the Home upon the issuance of any storm warning.

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of FIELDSTONE complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by the Declarant in the Declarant's sole and absolute discretion, and thereafter by the Board. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned absent manifest error.

12.12 Drainage System. Drainage Improvements may be part of the Common Areas and/or Lots. After Drainage Improvements are installed by the Declarant, the maintenance of Drainage Improvements within the boundary of a Lot shall be the responsibility of the Association; however, the Association shall have no responsibility for landscaping maintenance and the Owner of any such Lot shall be required to maintain such Lot in accordance with the provisions of Section 11 of this Declaration. In the

event Drainage Improvements are adversely affected by landscaping, fences, structures, or any other improvements (including, without limitation, pavers), the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of the record title owner of the Lot that includes such improvements. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect Drainage Improvements within another Lot, the Owner that planted the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. No Home, structure, building, landscaping, fence, wall, or other improvement shall be constructed, installed, placed, or maintained in any manner that would obstruct, interfere with the SWMS or change the direction or flow of water in accordance with the SWMS for FIELDSTONE, for any part thereof, or for any Lot as shown on the approved drainage plans on file with the County, SWFWMD, or other governing body having jurisdiction over FIELDSTONE. In addition, no Owner shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the approved drainage plans. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

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

12.14 Fences and Walls. Except for walls or fences erected or installed by the Declarant, no walls or fences shall be erected or installed without prior written consent of the ACC. All fences shall be black powder coated aluminum, except for any vinyl fencing installed by the Declarant or the Association as part of the Perimeter Walls/Fences. No chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Community Standards. Due to the Association's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the ACC. However, in the event a fence is installed within a drainage easement area, with prior written ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs or as otherwise provided in Section 15.9 hereof.

12.15 Fuel Storage. No fuel storage shall be permitted within FIELDSTONE, except as may be necessary or reasonably used for swimming pools, spas, lawn maintenance equipment, barbecues, fireplaces, generators or similar devices.

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

12.17 Garbage Disposal. Trash collection, recycling collection, and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, recycling cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from the street. Each Owner shall be responsible for properly depositing their garbage and trash in garbage cans and trash containers and/or recycling containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash and recycling receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up. Except for normal construction debris on a Lot during the course of construction of a Home, no garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of FIELDSTONE.

12.18 Hurricane Shutters. Any permanent fixture for hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC, shall match the

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

12.19 Irrigation; Water Staining; Reclaimed Water. Due to water quality, irrigation systems may cause staining on Homes, other structures, or paved areas. It is each Owner's responsibility to treat and remove any such staining within an Owner's Lot. The Declarant may, at its sole discretion, utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not the maintenance obligation of an Owner pursuant to the terms of this Declaration shall be the maintenance obligation of the Association and is deemed part of the Common Areas. The Association may use reclaimed or reuse water for irrigation purposes. Reclaimed or reuse water has received a degree of treatment and basic disinfectant at a wastewater treatment facilities but does not qualify as potable water under applicable governmental regulations, so irrigation water should not be consumed by any persons or animals.

12.20 Laundry; Renewable Energy Devices. Subject to the provisions of Section 163.04, Florida Statutes (2024), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only as approved by the ACC and in accordance with the Community Standards.

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

12.22 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided by the Owner to the Association. No Lease Agreement may be for a term of less than six (6) months. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Lot, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, their Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by the Lessee(s), members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. Notwithstanding any inconsistent or contrary provision or portion thereof, in this Declaration, if there are any FHA, VA or USDA insured loans affecting a Lot, and only for so long as any such loans

affect the Lot, any provisions, or portions thereof, in this Declaration on renting, subleasing, or reconveyance that violate any FHA, VA or USDA requirements shall not apply to such Lot or its Owner.

12.23 Mailboxes and Lampposts. No mailboxes shall be installed on any Lot. No lampposts shall be installed on any Lot without prior written consent of the ACC. The ACC shall have the right to require that all lampposts shall be of one particular type or design, as may be specified in the Community Standards.

12.24 Minor's and/or other Permitted Users. Owners shall be responsible for all actions of their guests, any minor children, and other Permitted Users at all times in and about FIELDSTONE. The Declarant and the Association shall not be responsible for use of the Common Areas by anyone, including minors, guests, or any other Permitted Users.

12.25 Nuisances. No nuisance, or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of FIELDSTONE, as determined by the Board in its sole discretion, is permitted. No firearms shall be discharged within FIELDSTONE. Nothing shall be done or kept by any Owner within the Common Areas, or any other portion of FIELDSTONE, including a Home or Lot, which will increase the rate of insurance to be paid by the Association. Leasing of Homes shall not be considered a "nuisance" for purposes of this Declaration. As stated above, this Section shall not apply to sales, marketing, construction, and development activities by the Declarant.

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

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

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

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

12.30 Roofs, Driveways, and Pressure Washing/Soft Washing. Roofs, exterior surfaces, and/or pavement, including, but not limited to, walkways, driveways, and sidewalks shall be pressure

washed/soft washed by the record title owner of the Lot within thirty (30) days of notice by the Board or the ACC to the Owner of the applicable Lot. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color, and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. PRIOR TO ANY PRESSURE WASHING/SOFT WASHING, EACH OWNER SHOULD OBTAIN FROM THE MANUFACTURER OF THE AREA TO BE CLEANED, THE PROPER CLEANING INSTRUCTIONS TO ENSURE NO DAMAGE IS CAUSED TO THE SURFACE AND TO ENSURE COMPLIANCE WITH THE MANUFACTURER'S MAINTENANCE REQUIREMENTS FOR WARRANTY PURPOSES, IF ANY.

12.31 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aeriels, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first obtained from the ACC as required by this Declaration. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of FIELDSTONE. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with the Community Standards and shall be governed by the then current rules of the FCC.

12.32 Screened Enclosures and Decks/Patios/Lanais. Except as otherwise installed by the Declarant, all screening and screened enclosures shall have the prior written approval of the ACC and shall be in accordance with the Community Standards. Framing for any screen enclosure must be either black or dark bronze in color. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and shall comply with the Community Standards. All decks, patios, and lanais shall have the prior written approval of the ACC and shall be in compliance with the Community Standards.

12.33 Signs and Flags. No sign, flag, banner, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, or upon any part of FIELDSTONE, including, without limitation, any Home or Lot, that is visible from the outside; provided, however, any Owner may display in a respectful manner up to two (2) of the following portable and removable flags: (i) the United States flag, (ii) the official flag of the State of Florida, (iii) a flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, (iv) a POW-MIA flag, or (v) a "first responder flag" as defined in Section 720.304, Florida Statutes (2024). Flags permitted by this Section may not exceed four and one-half feet (4 ½') by six feet (6'). Further, in accordance with Section 720.304, Florida Statutes (2024), Owners may display a sign of reasonable size provided by a contractor for security services within ten (10') feet of any entrance to the Home, which sign shall not to exceed six inches (6") by six inches (6") in size. Each Owner may erect one (1) freestanding ground-level flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot as long as the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display in a respectful manner from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, or a POW-MIA flag, or a "first responder flag" as defined in Section 720.304, Florida Statutes (2024). Such additional flag must be equal in size to or smaller than the United States flag and must be in accordance with Section 720.304, Florida Statutes (2024). Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, without limitation, noise and lighting ordinances of the County or the City, and all setback and location criteria contained in this Declaration and in the Community Standards. Notwithstanding the foregoing or anything contained herein to the contrary, stickers or signage, not to exceed two inches (2") by six inches (6") advising of medical needs or other similar special needs of occupants (such as oxygen in use) are permitted in the nearest lower corner of the window near front and back entrance of the Home without the prior written approval of the ACC.

The Declarant and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege, and easement to construct, place and maintain upon any property within FIELDSTONE such signs and flags as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes.

12.34 Social Media. The Association may create an official social media page, forum or website for FIELDSTONE. If created by the Association, such social media pages shall be for Owners only, not for public participation by non-Owners, and such page(s) may be used as a communication instrument by and for the Association. The Association shall have the right to impose conditions or standards in connection with the use of any social media page(s) for FIELDSTONE and by acceptance of a deed to a Lot and by participating on such social media page(s), each Owner acknowledges and agrees that it has voluntarily subjected itself to such conditions and standards and shall comply with such conditions and standards. By acceptance of a deed to a Lot, each Owner who actively participates on such social media page(s) for FIELDSTONE agrees to the following conditions and standards: (i) Owners shall not engage in any immoral, improper, offensive, unlawful or obnoxious use or posts; (ii) all posts and comments by Owners must generally be positive and respectful and shall in no way be malicious or disparaging to any person or business, including, without limitation, the Association, the Declarant or any other Owner(s); and (iii) Owners shall not use such social media page(s) to report or discuss any violations of the Governing Documents, any property or Home issues, or any other issues or problems with FIELDSTONE, the Declarant, the ACC or the Association, and such Owner shall report all such issues directly to the Association and/or the Declarant (as applicable) rather than reporting or discussing such issues on any social media page(s). Each Owner acknowledges and agrees that neither the Declarant nor any Manager (as defined herein) is responsible for monitoring any social media page(s) for FIELDSTONE. IF AN OWNER WITNESSES A FIRE, ACCIDENT, THEFT OR OTHER SERIOUS EVENT, SUCH OWNER SHALL CALL 911 AND NOTIFY THE ASSOCIATION BEFORE POSTING ON ANY SOCIAL MEDIA PAGE.

12.35 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of FIELDSTONE without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

12.36 Storage. No temporary utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified, or maintained, except for portable storage and moving facilities which shall be permitted for no more than five (5) days from the time of an Owner's or Lessee's initial occupancy of a Home. Any such portable storage facilities may not be kept in the roadway and shall be kept wholly within the applicable Owner's Lot. A permanent utility shed, storage shed or storage building shall be permitted to be installed in the rear yard of Lots, with the prior written approval of the ACC. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC. In the event an Owner is in violation of the foregoing restrictions, after written notification is given to such violating Owner, the Association shall have the right to enter upon such Owner's Lot to have such violating container or storage facility removed and all related removal costs, including, without limitation, administrative charges and attorneys' fees, shall be charged against the individual Owner as an Individual Assessment.

12.37 Subdivision and Regulation of Land. No portion of any Lot or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of the Declarant prior to the Community Completion Date, and after the Community Completion Date, by the prior written approval of the Board. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other

development orders or development permits applicable to FIELDSTONE, without the prior written approval of the Declarant, which may be granted or denied in its sole discretion.

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

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

12.40 Swimming, Fishing, Boating, and Docks. Swimming, wading, and fishing are prohibited within any of the retention/detention areas or water bodies within the boundaries of FIELDSTONE. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any retention/detention areas and/or any other water bodies within FIELDSTONE.

12.41 Swimming Pools and Spas. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the ACC; (iii) pool enclosures must be of a design, color and material approved by the ACC and shall be no higher than twelve feet (12') unless otherwise approved by the ACC; and (iv) pool enclosures shall in no event be higher than the roof line of the Home. Pool enclosures shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment) by the respective Owner. Unless installed by the Declarant, no diving boards, slides, or platforms shall be permitted without the ACC's approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any retention/detention areas within FIELDSTONE or adjoining properties. No above-ground pools shall be permitted on any Lot.

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

12.43 Use of Homes. Each Home is restricted to residential use by the Owner and other Permitted Users.

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

12.45 Wells and Septic Tanks. No individual wells or septic tanks will be permitted on any Lot.

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

12.47 Window Treatments. Within thirty (30) days of the conveyance of title of a Lot to an Owner, such Owner shall install drapes, curtains, blinds or other window coverings. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Owners are responsible for caulking or re-caulking all windows to insure water tightness. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering.

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

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

14. Requirement to Maintain Insurance.

14.1 Association Insurance.

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

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

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

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

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

## 14.2 Homes.

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

14.2.2 Requirement to Reconstruct or Demolish. Each Owner covenants and agrees that in the event of damage to or destruction of structures on or comprising their Home, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or (ii) the Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its reasonable discretion. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its reasonable discretion. Notwithstanding anything contained herein to the contrary, in the event an Owner elects to perform the Required Demolition, the Association shall have the right to require such Owner to thereafter commence to rebuild the Home, and such reconstruction/rebuilding of the Home must be completed within one (1) year from the date such Required Demolition is completed, or such longer period of time established by the Board in its reasonable discretion. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on their Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

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

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

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

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

14.4 Fidelity Bonds. Unless waived by membership vote, the Association shall procure a blanket fidelity bond in accordance with Section 720.3033(5), Florida Statutes (2024), for all officers, directors, trustees, and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees, and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be in accordance with Section 720.3033(5), Florida Statutes (2024), as determined by the Board in its reasonable business judgment.

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

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

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

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

14.9 Declarant has No Liability. Notwithstanding anything to the contrary in this Declaration, the Declarant, its officers, directors, shareholders, and any related persons or legal entities and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage as required by this Section or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

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

15. Property Rights.

15.1 Easement of Enjoyment. Every Permitted User and every owner of an interest in FIELDSTONE shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

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

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

15.1.3 The right of the Association to suspend a Permitted User's rights hereunder, including, without limitation, voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes (2024);

15.1.4 The right of the Association to suspend a Permitted User's right to use (except vehicular and pedestrian ingress and egress and necessary utilities) all or a portion of the Common Areas for any period during which any Assessment levied against that Owner remains unpaid;

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

15.1.6 The right of the Declarant and/or the Association to modify the Common Areas as set forth in this Declaration. No such modification by the Association shall be effective prior to the Community Completion Date without prior written consent of the Declarant;

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

15.1.8 The rights of the Declarant and/or the Association as reserved in this Declaration and the other Governing Documents, including the right to utilize the same and to grant use rights to others; and

15.1.9 An Owner relinquishes their right to use of the Common Areas during the time that a Home is leased to a Lessee.

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

15.3 Development and Other Easements. In addition to the rights reserved elsewhere herein, the Declarant reserves an easement for itself and its nominees, affiliates, designees, and assigns, over, upon, across, and under FIELDSTONE as may be required in connection with the development of FIELDSTONE, and/or other lands designated by the Declarant, and to promote or otherwise facilitate the development, construction, and sale and/or leasing of Lots, Homes, any portion of FIELDSTONE, and/or other lands designated by the Declarant. Further, the Declarant reserves an easement for itself and its nominees, affiliates and designees, over, upon, across, and under FIELDSTONE, including all Lots, as may be necessary or desirable in connection with performing any construction, maintenance or other development for purposes of obtaining any bond release, approval, or other deposit or as required by the County or the City. Without limiting the foregoing, the Declarant specifically reserves for itself and its contractors, suppliers, nominees, affiliates, and designees the right to use all paved roads and rights of way within FIELDSTONE for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges construction and development vehicles and trucks may use portions of the Common Areas. The Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas, shall be deemed ordinary maintenance of the Association payable by all Owners as part of the Operating Expenses. Without limiting the foregoing, at no time shall the Declarant be obligated to pay any amount to the Association on account of the Declarant's use of the Common Areas. The Declarant intends to use the Common Areas for marketing, sales, and/or leasing of Lots and Homes. Further, the Declarant may market other residences and properties located outside of FIELDSTONE from the Declarant's sales facilities located within FIELDSTONE. The Declarant has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes. The easements created by this Section 15.3, and the rights reserved herein in favor of the Declarant and its nominees, shall be construed as broadly as possible and supplement the other rights of the Declarant set forth in this Declaration. At no time shall the Declarant or its nominees incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

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

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

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

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

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across FIELDSTONE (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, Retaining Walls, utilities, cables, wires, lateral supports or other supporting structures, tie backs, deadman anchors, and other similar facilities.

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

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

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

15.12 Right of Entry. The Declarant and the Association are granted a perpetual and irrevocable easement over, under, and across all of FIELDSTONE for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration, or repair which they are entitled to perform.

Without limiting the foregoing, the Declarant, for itself, specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, the Declarant may construct, maintain, repair, alter, replace, and/or remove improvements, install landscaping, install utilities, and/or remove structures on any portion of FIELDSTONE if the Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

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

16. [Intentionally Deleted].

17. Assessments.

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

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

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

17.2.2 Special Assessments. Any special assessments for capital improvements, major repairs, emergencies, or nonrecurring expenses ("Special Assessments"). Notwithstanding any other provision to the contrary, in no event shall Special Assessments be levied upon Vacant Lots or Spec Lots;

17.2.3 Use Fees. Any specific fees, dues or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use ("Use Fees"). Notwithstanding any other provision to the contrary, the Declarant shall not be responsible for Use Fees;

17.2.4 Reserves. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Reserves may be created by the approval of a majority of the total Voting Interest of the Association either at a duly called meeting or by written consent of the members. Once approved by a majority of the total Voting Interest of the Association, the Board shall create a "Reserve for Replacement" in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas or any other improvements maintained, repaired and/or replaced by the Association (the "Reserves"), including, without limitation, Reserves for the Recreational Facilities. Notwithstanding the foregoing, Reserves may be adopted by the Declarant, as the sole member of the Association, by written consent; provided, however, in no event shall the Declarant be obligated to create such Reserves. In the event the member(s) of the Association approve the establishment of Reserves, such Reserves shall be included in the budget for the following fiscal year and each year thereafter, unless otherwise waived for such particular year pursuant to

Section 720.303, Florida Statutes (2024), and be payable in such manner and at such times as determined by the Association. Notwithstanding any other provision to the contrary, in no event shall Reserves be levied upon Vacant Lots or Spec Lots; and

17.2.5 Individual Assessments. Any specific assessment for costs incurred by the Association, or charges, fees, or fines levied against a specific Lot or Lots, or the record title owner(s) thereof, which amounts are by their nature applicable only to one or more Lots, but less than all Lots ("Individual Assessments"). By way of example and not limitation, in the event an Owner fails to maintain their Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. Notwithstanding any other provision to the contrary, in no event shall Individual Assessments be levied upon the Declarant.

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

#### 17.4 Allocation of Operating Expenses.

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments, and Reserves (as applicable) based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots conveyed to Owners or any greater number determined by the Declarant from time to time. The Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners. In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "Vacant Lot") and any Lot that has a Home constructed thereon but is owned by the Declarant (a "Spec Lot") shall be assessed at ten percent (10%) of the Installment Assessment assessed to Lots with Homes constructed thereon and owned by Owners. This lesser Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time as a Vacant Lot improved with a Home or a Spec Lot is conveyed by the Declarant to an Owner, then the Vacant Lot and/or Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Assessments, except as otherwise provided herein. The Assessments for Vacant Lots and Spec Lots shall be additional income to the Association and shall be used at the discretion of the Board for any purpose, including, without limitation, future and existing capital improvements, Operating Expenses, Reserves (if any), support costs, and start-up costs. Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion.

17.4.2 In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1<sup>st</sup> of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the

Installment Assessments could have been made. After the Turnover Date, no vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Prior to the Turnover, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Owners' Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

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

17.5 General Assessments Allocation. Installment Assessments and Reserves (if any) shall be uniform for all Lots improved with a Home, except as provided herein.

17.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the record title owner of a Lot benefiting from, or subject to, the special service or cost as specified by the Association.

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

17.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners in the prior fiscal year, it is possible the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, the Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and other income of the Association, including, without limitation, the Initial Contributions and Resale Contributions, late fees, and interest (the "**Deficit**"), or (ii) pay Installment Assessments on Lots owned by the Declarant at the applicable rate of Installment Assessments established for Lots, including Vacant Lots and Spec Lots. Notwithstanding any other provision of this Declaration to the contrary, the Declarant shall never be required to (i) pay Assessments if the Declarant has elected to fund the Deficit instead of paying Assessments, (ii) pay Special Assessments, Individual Assessments, Use Fees, or Reserves, or (iii) fund deficits due to delinquent Owners. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Board's sole and absolute discretion, to the funding of budgeted Reserves, if applicable. Under no circumstances shall the Association be required to pay surplus Assessments to Owners. The Declarant may, at any time give, thirty (30) days' prior written notice to the Association terminating its responsibility for funding the Deficit, and waiving its right to exclusion from Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by the Declarant shall thereafter be assessed at the applicable rate of Installment Assessments established for Lots owned by the Declarant, including Vacant Lots and Spec Lots. Upon transfer of title of a Home owned by the Declarant, the Home shall be assessed in the amount established for Homes owned by Owners, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2024). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2024), ARE NOT

APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

17.9 Budgets. Annual budgets shall be prepared and adopted by the Board. Assessments shall be payable as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

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

17.10.1 Installment Assessments. Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2024). The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments shall be collected in advance on a quarterly basis;

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

17.10.3 Use Fees. The Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Association.

17.11 Initial Contribution. The first purchaser of each Lot or Home from the Declarant, at the time of closing of the conveyance from the Declarant to the purchaser, shall pay to the Association an initial contribution in the amount of Three Hundred and No/100 Dollars (\$300.00) (the "**Initial Contribution**"). The funds derived from the Initial Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to FIELDSTONE, including, without limitation, future and existing capital improvements, Operating Expenses, budgeted Reserves, if any, support costs, and start-up costs.

17.12 Resale Contribution. After the Home has been conveyed by the Declarant, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount of Three Hundred and No/100 Dollars (\$300.00) (the "**Resale Contribution**") payable to the Association. The Resale Contribution shall not be applicable to conveyances from the Declarant. The funds derived from the Resale Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to FIELDSTONE, including, without limitation, future and existing capital improvements, Operating Expenses, budgeted Reserves, if any, support costs, and start-up costs.

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

certificate shall be required to pay the Association, or its Manager (as defined below), as applicable, a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

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

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

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to (i) the liens of all taxes, bonds, assessments, and other governmental levies which by law would be superior, and (ii) the lien or charge of a bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2024). Any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

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

17.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and No/100 Dollars (\$25.00) per month (or such greater amount established by the Board), together with simple interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association

shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessionals' fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, then to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees and paraprofessionals' fees, then to the delinquent Assessment payment first due, and then to any current Assessments. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein the Declarant and the Association shall not be responsible for any Assessments, except as the record title owner of a Lot. In addition, the Board shall have the right to exempt any portion of FIELDSTONE from Assessments, provided that such part of FIELDSTONE exempted is used (and as long as it is used) for any of the following purposes:

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

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

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

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

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

17.23 Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the

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

18. Information to Lenders and Owners.

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

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

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

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

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

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

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

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

19. Architectural Control.

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

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

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

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

19.5 Community Standards. Each Owner and its Contractors and employees shall observe, and comply with, the Community Standards that now or may hereafter be adopted by the Declarant or the Board. Prior to the Turnover Date, the Declarant or the Board shall have the right to adopt Community Standards. After the Turnover Date, the Board shall have the right to adopt Community Standards; provided, however, until the Community Completion Date the Declarant shall have the right to approve the Community Standards and any amendments thereto, which approval may be granted or denied in its sole discretion. The Community Standards, as amended from time to time, (i) shall be effective from the date of adoption by either the Declarant or the Board, as applicable; (ii) shall be specifically enforceable by injunction or otherwise; and (iii) shall have the effect of covenants as if set forth herein verbatim. To the extent the Community Standards are more restrictive as to any matter set forth in this Declaration, then the provisions of the Community Standards shall control. The Community Standards shall not require any Owner to alter the improvements approved by the ACC and previously constructed.

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

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

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

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

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

19.8.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons, or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the Community Standards, the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

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

19.8.5 In the event that the ACC disapproves any plans and specifications, the ACC must provide written notice to the applicable Owner stating with specificity the rule or covenant on which the ACC relied when denying the request or application and the specific aspect or part of the proposed improvement that does not conform to such rule or covenant. Upon any such disapproval by the ACC, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide the applicant such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

19.8.6 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the applicant's receipt of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed,

the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

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

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

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

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

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

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

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

19.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within FIELDSTONE. Each

Owner shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within FIELDSTONE and each Owner shall include the same therein.

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

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

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

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

19.17 Certificate of Compliance. If requested in writing by an Owner, the ACC shall provide a Certificate of Compliance, certifying whether the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Section 19.

19.18 Exemption. Notwithstanding anything to the contrary contained in the Governing Documents, including, without limitation, the Community Standards, any improvements of any nature made or to be made by the Declarant, its contractors, agents, nominees, or assigns, including, without limitation, improvements made or to be made to the Common Areas, as applicable, or any Lot or Home, shall not be subject to the Community Standards and/or review and approval by the ACC or the Association.

19.19 Exculpation. The Declarant, the Association, the directors or officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of the Declarant, the Association, the ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant, the Association, or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of the Declarant, the Association, or the ACC or their respective members, officers, or directors in connection with the provisions of this Section. The Association does hereby indemnify, defend and hold the Declarant and the ACC, and each of their respective members, officers, directors,

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

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

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

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

20.1.2 Cause any damage to any improvement or Common Areas;

20.1.3 Impede the Declarant or the Association from exercising its rights or performing its responsibilities hereunder;

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

20.1.5 Impede the Declarant from proceeding with the construction of Homes or completing the development of FIELDSTONE; then the Declarant and/or the Association, where applicable, after reasonable prior written notice, shall have the right (but not the obligation), through its agents and employees, to cure the breach, including, but not limited to, entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessionals' fees at all levels including appeals, collections and bankruptcy, incurred shall be (i) assessed against the applicable Owner as an Individual Assessment, subject to any applicable limitations in Section 720.305, Florida Statutes (2024), or (ii) promptly paid by the applicable Owner to the Declarant immediately upon such Owner's receipt of an invoice of same, if such costs are incurred by the Declarant, subject to any limitations in Section 720.305, Florida Statutes (2024).

20.2 Non-Monetary Defaults. In the event of a violation by any Permitted User, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, the Association shall notify (i) the applicable Owner who committed such violation, or (ii) the applicable Owner through or under which such Permitted User(s) is (are) accessing or utilizing FIELDSTONE, of the violation, by delivering written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after receipt of such written notice, the party entitled to enforce same may, at its option:

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

20.2.2 Commence an action to recover damages; and/or

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

All expenses incurred in connection with the violation or breach, or the commencement of any action, including reasonable attorneys' fees and paraprofessionals' fees at all levels including appeals, collections and bankruptcy shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice, subject to any limitations in Section 720.305, Florida Statutes (2024).

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

20.4 Rights Cumulative. All rights, remedies, and privileges granted to the Declarant, the Association and/or the ACC pursuant to any terms, provisions, covenants, or conditions of the Governing Documents, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by the Declarant and/or, where applicable, the Owners and/or the Association, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards. Further, neither the Association nor the Declarant has any obligation whatsoever to become involved in any dispute between Owners in connection with this Declaration. To the extent permitted under Florida law, the Association shall be prohibited from making claims on behalf of the members or intervening in an individual action by a member(s). Class A members shall not institute claims regarding Common Areas and/or other matters of common interest where the Association has already brought such a claim. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards. SWFWMD and the Association shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

20.6 Fines and Suspensions. The Board may suspend, for reasonable periods of time and in accordance with Section 720.305, Florida Statutes (2024), the rights of a Permitted User to use the Common Areas and Facilities (except vehicular and pedestrian ingress and egress and necessary utilities) for failure of the Permitted User to comply with any provision of the Governing Documents including, without limitation, those provisions benefiting SWFWMD. In addition, the Board may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2024), against a Permitted User, for failure to comply with any provision of the Governing Documents, including, without limitation, those provisions benefiting SWFWMD.

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

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

information if such hearing will be held by telephone or other electronic means. The hearing of the Violations Committee must be held within ninety (90) days after issuance of the notice of violation. If the Association imposes a fine or suspension, the Board must provide written notice of such fine or suspension to the Owner, and, if applicable, the applicable Permitted User, by mail or hand delivery to the Owner's designated mailing or e-mail address in the Association's Official Records (as defined in the Bylaws). The notice and hearing requirements under this Section 20.6.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Board.

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

20.6.4 The Violations Committee may approve (by a majority vote) a fine imposed by the Board against the Permitted User in the amount of One Hundred and No/100 Dollars (\$100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine a Permitted User. In the event a violation has not been cured prior to the applicable hearing or as authorized pursuant to Section 720.305(2), Florida Statutes (2024), any fines imposed for such violation shall be paid not later than thirty (30) days after receipt of notice of the imposition of the fine(s). All monies received from fines shall be allocated as directed by the Board. Any fine in excess of One Thousand and No/100 Dollars (\$1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

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

21. Additional Rights of Declarant.

21.1 Sales and Administrative Offices. The Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of FIELDSTONE and sales and re-sales of Lots, Homes, and/or other properties owned by the Declarant or others outside of FIELDSTONE. This right shall include, but not be limited to, the right to maintain models, sales and/or administrative offices, and parking associated therewith, have signs on any portion of FIELDSTONE, including Common Areas, as applicable, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas, as applicable, to show Lots or Homes. The sales offices, models, and signs and all items pertaining to development and sales remain the property of the Declarant. The Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

21.2 Modification. The development and marketing of FIELDSTONE will continue as deemed appropriate in the Declarant's sole discretion, and nothing in the Governing Documents, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of FIELDSTONE to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which the Declarant or its agents, affiliates, designees, or assignees may deem necessary or appropriate. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat(s) or described herein, (ii) to plat or replat all or any part of FIELDSTONE or reconfigure any Lot, and (iii) to widen, extend, or relocate any right of way shown on any Plat or convert a Lot to use as a right-of-way, provided the Declarant owns the lands affected by or subject to such change, or if the Declarant does not own such lands, with the prior written consent of the record title owner of such land affected by or subject to such change. The Association and Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments which the Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same. To the extent legally required, the Association and each Owner shall be deemed to have granted to the Declarant an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

21.3 Promotional Events. Prior to the Community Completion Date, the Declarant shall have the right, at any time or location within FIELDSTONE, as determined by the Declarant in its sole discretion, to hold marketing, special, and/or promotional events within FIELDSTONE and/or on the Common Areas without any charge for use. The Declarant and its agents, affiliates, or assignees shall have the right to market FIELDSTONE in advertisements and other media by making reference to FIELDSTONE, including, but not limited to, pictures or drawings of FIELDSTONE, Common Areas, Lots, Parcels, and Homes. All logos, trademarks, and designs used in connection with FIELDSTONE are the property of the Declarant.

21.4 Use by Prospective Purchasers. Prior to the Community Completion Date, the Declarant shall have the right, without charge, to use the Common Areas, for the purpose of entertaining prospective purchasers of Lots, Homes, or other properties owned by the Declarant outside of FIELDSTONE.

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

21.6 Management. The Declarant may manage the Common Areas by contract with the Association. The Declarant and/or the Association may also contract with a third party ("**Manager**") for management of the Association and the Common Areas.

21.7 Easements. Until the Community Completion Date, the Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits, and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services, and other purposes over, under, upon, and across

FIELDSTONE so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, the Declarant and/or the Association may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of the Declarant and the Association, in perpetuity, for such purposes. Without limiting the foregoing, the Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot. As an illustration, the Declarant may grant an easement for telecommunications systems, irrigation facilities, drainage lines, or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. The Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by the Declarant: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits, or licenses to any other entity providing the same services as those granted by the Declarant, nor will it grant any such easement, permit, or license prior to the Community Completion Date without the prior written consent of the Declarant which may be granted or denied in its sole discretion.

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

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

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

21.11 Representations. The Declarant makes no representations concerning development both within and outside the boundaries of FIELDSTONE including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements within FIELDSTONE or adjacent to or near

FIELDSTONE, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, use, number of Homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered. The Declarant makes no representations whatsoever concerning rentals or occupancy of Homes, and the Declarant and its affiliates may sell Homes to investors or to buyers who may not occupy their Homes as their primary residence.

21.12 [Intentionally Deleted].

21.13 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT NOR THE ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT, OR PERMITTED USER OF ANY PORTION OF FIELDSTONE INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR OTHER PERMITTED USERS, OR FOR ANY PROPERTY OF ANY SUCH PARTY WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

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

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

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

21.14 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, UNLESS REQUIRED TO SUBMIT A DISPUTE (AS DEFINED HEREIN) TO MEDIATION AND/OR ARBITRATION PURSUANT TO SECTION 26 HEREIN, ANY CLAIM, DEMAND ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATED TO, THE GOVERNING DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR

OMISSION OF ANY PARTY, SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. **THE DECLARANT, THE ASSOCIATION, AND EACH OWNER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN SUCH INSTANCE.** THE DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A LOT.

WITHOUT LIMITATION OF THE FOREGOING, IF A COURT OF COMPETENT JURISDICTION JUDICIALLY DETERMINES THAT SECTION 26 IS UNENFORCEABLE WITH RESPECT TO A DISPUTE OTHERWISE REQUIRED TO BE SUBMITTED TO MEDIATION AND/OR BINDING ARBITRATION PURSUANT TO SECTION 26 HEREIN, SUCH DISPUTE SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. **THE DECLARANT, THE ASSOCIATION AND EACH OWNER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN SUCH INSTANCE.** THE DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

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

21.16 Reliance. BEFORE ACCEPTING A DEED TO A LOT, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THEY HAVE SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. THE DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO THE DECLARANT ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR THE DECLARANT TO SUBJECT FIELDSTONE TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE DECLARANT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

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

21.18 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of FIELDSTONE, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be

consistent with the provisions of Section 5, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of FIELDSTONE without the Declarant's prior review and prior written consent. Evidence of the Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

21.19 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in FIELDSTONE shall be subject to the prior written approval of the Declarant. The Declarant shall deliver notice of the Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If the Declarant fails to deliver notice of the Declarant's approval or disapproval within such thirty (30) day period, the Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

21.20 Use Name of "FIELDSTONE". No person or entity, including any Owner, shall use the name "FIELDSTONE," its logo, or any derivative of such name or logo in any printed, electronic, or other promotional material without the Declarant's prior written approval. Until the Turnover Date, the Declarant shall have the sole right to approve the use of the FIELDSTONE name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name "FIELDSTONE" in printed or promotional material where such term is used solely to specify that particular property is located within FIELDSTONE.

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

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

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

24. General Provisions.

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

24.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect. Further, without limiting the generality of the foregoing, if any part of the Declaration is not enforceable in accordance with its terms or would render other parts of the Declaration unenforceable, the unenforceable part shall be judicially modified (or shall be deemed modified), if at all possible, to come as close as possible to the expressed intent of such part without jeopardizing other parts of the Declaration, and then is to be enforced as so modified. If the unenforceable part cannot be so modified, such part shall be unenforceable and considered null and void in order that the paramount goal (that the Declaration is to be enforced to the maximum extent possible strictly in accordance with its terms) can be achieved. Notwithstanding anything contained herein to the contrary, in the event certain

remedies for collection of Assessments or any other charges owed to the Association may be deemed unenforceable from time-to-time now or in the future, under no circumstances shall the Association's substantive right to receive payment of such Assessments or charges (or any portion thereof) be rendered unenforceable, invalid or inappropriate, and Association shall retain the right to receive such payments and enforce collection of same through all remedies available at law or in equity which are not otherwise declared unenforceable.

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

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

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

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

24.7 Construction Activities. ALL OWNERS, LESSEES, OCCUPANTS, AND PERMITTED USERS ARE HEREBY PLACED ON NOTICE THAT (1) THE DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO FIELDSTONE, WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF FIELDSTONE, EACH SUCH OWNER, OCCUPANT, AND PERMITTED USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES

AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO FIELDSTONE WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE DECLARANT AND THE OTHER AFORESAID PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM THE DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF FIELDSTONE HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

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

24.9 Right to Contract for Telecommunications Services. The Declarant and/or the Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of FIELDSTONE. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of the Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association.

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

24.11 Electronic Transmission as Substitute for Writing. Wherever the Governing Documents require action by the Association to be taken in writing, such action may be taken by Electronic Transmission, with the exception of the following: (i) giving notice of a meeting called in whole or in part

for the purpose of recalling and removing a member of the Board; and (ii) when requesting dispute resolution, or collecting payments for assessments and providing notice of lien claims.

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

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

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

24.15 Additional Right of the Association to Enter into Agreements. The Association may enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of FIELDSTONE, including, but not limited to, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes (2024), the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement.

Notwithstanding the foregoing, prior to the Community Completion Date, any such agreement entered into by the Association shall require the prior written approval of the Declarant. The purpose of this Section is to confirm the Board's express authority to enter into such agreements on behalf of the Association without a vote of the members, pursuant to Section 720.31(6), Florida Statutes (2024). Nothing in this Section shall limit the Declarant's right and authority to approve and enter into any such agreements for leaseholds, memberships or other possessory or use interests with respect to FIELDSTONE or any lands or facilities outside of FIELDSTONE prior to the Turnover Date.

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

25. Surface Water Management System.

25.1 General. The Association shall be responsible for maintenance, operation, and repair of the SWMS. All SWMS, excluding those areas (if any) normally maintained by the County, the City, or another governmental agency, will be the ultimate responsibility of the Association, whose agents, employees, contractors, and subcontractors may enter any portion of the SWMS and make whatever alterations, improvements, or repairs that are deemed necessary to provide or restore proper water management.

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

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

25.1.3 No Lot, Parcel or Common Area shall be increased in size by filling in any retention/detention area that it abuts. No person shall fill, dike, rip-rap, block, divert or change the established retention/detention areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant or the Association may draw water for irrigation or other purposes from any retention/detention areas, nor is any boating, wading, or swimming in such retention/detention areas allowed.

25.1.4 All SWMS, excluding those areas (if any) maintained by the County, the City or another governmental agency will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel or the Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost of such alterations, improvements, or repairs shall constitute a part of the Operating Expenses. **NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME**

ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

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

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

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

25.1.8 If the Association ceases to exist, the SWMS shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310, Florida Administrative Code (2024), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by SWFWMD prior to such termination, dissolution, or liquidation.

25.1.9 No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the Permit and/or Plat or approved plans, unless prior approval is received from SWFWMD pursuant to environmental resource permitting.

25.1.10 Each Owner at the time of the construction of a Home or structure shall comply with the construction plans for the SWMS approved and on file with SWFWMD.

25.1.11 Owners shall not remove native vegetation (including cattails) that becomes established within the retention/detention areas abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the retention/detention areas to SWFWMD.

25.2 Proviso. Notwithstanding any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS, unless the amendment has been consented to in writing by SWFWMD. Any proposed amendment that would affect the SWMS must be submitted to SWFWMD for a determination of whether the amendment necessitates a modification of the Permit.

25.3 Mitigation Area Monitoring. In the event FIELDSTONE has onsite wetland mitigation (as defined in the regulations) that requires monitoring and maintenance by the Association, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SWFWMD and/or any applicable governmental agencies having jurisdiction determine that the area(s) is successful in accordance with the Permit and all other applicable permits or regulatory requirements. The Association shall perform all wetland mitigation monitoring, if any, in accordance with all Permit conditions associated with such wetland mitigation, monitoring, and maintenance.

25.4 Additional Restrictions Regarding Modification of Compensation Planting Areas. Each Owner acknowledges and agrees that Owners shall not remove and/or destroy any plants located within the compensation planting areas located near certain Retention/Detention Area Slopes, as further described in the Permit and any compensation planting plan attached thereto, unless prior approval is

received from SWFWMD. Owners shall address any questions regarding removal and/or destruction of plants within the retention/detention areas to SWFWMD.

26. Resolution of Disputes.

26.1 By acceptance of a deed to a Lot, each Owner specifically agrees that the purchase of a Lot involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Declaration or any dealings between the Lot Owner and the Declarant; (2) arising by virtue of any representations, promises or warranties alleged to have been made by the Declarant or the Declarant's representatives; (3) relating to personal injury or property damage alleged to have been sustained by the Owner, the Owner's children or other occupants of the Lot; or (4) issues of formation, validity or enforceability of this Section. Each Owner agrees to the foregoing on behalf of their children and other occupants of the Lot with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

26.2 Any and all mediations commenced by any Owner or the Declarant, shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

26.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) or includes a demand for punitive damages, the Dispute shall be heard and determined by three (3) arbitrators; however, if mutually agreed to by the Lot Owner and the Declarant, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

26.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. By acceptance of a deed to a Lot, each Owner specifically agrees (i) that any Dispute involving the Declarant's affiliates, directors, officers, employees, and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (ii) that the Declarant may, at its sole election, include the Declarant's

contractors, subcontractors, and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (iii) that the mediation and arbitration will be limited to the parties specified herein.

26.5 To the fullest extent permitted by applicable law, by acceptance of a deed to a Lot, each Owner specifically agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, by acceptance of a deed to a Lot, each Owner agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

26.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessionals' fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessionals' fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessionals' fees and expenses incurred in enforcing such settlement or award.

26.7 An Owner may obtain additional information concerning the rules of the AAA by visiting its website at [www.adr.org](http://www.adr.org) or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

26.8 The Declarant supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

26.8.1 Notwithstanding the requirements of arbitration stated in this Section 26, each Owner shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

26.8.2 Prior to Turnover, the Declarant and agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

26.8.3 The fees for any claim pursued via arbitration in an amount of Ten Thousand and No/100 Dollars (\$10,000.00) or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

26.9 Notwithstanding the foregoing, if either the Declarant or an Owner seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

26.10 THE DECLARANT AND EACH OWNER BY ACCEPTANCE OF A DEED TO A LOT SPECIFICALLY AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING

RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS THE DECLARANT FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 26.4 ABOVE.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 14 day of JULY, 2025.

**WITNESSES:**

**"DECLARANT"**

Dean Hill  
Print Name: DEAN HILL  
Address: 3160 S. FALKENBURG RD  
RIVERVIEW, FL

Lexie Harvey  
Print Name: Lexie Harvey  
Address: 3160 S FALKENBURG RD  
RIVERVIEW, FL

By: [Signature]  
Name: KENT HOLLMAN  
Title: REGIONAL PRESIDENT

[Company Seal]  
Address: 3160 S. FALKENBURG RD  
RIVERVIEW, FL 33578

STATE OF Florida )  
COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me  physical presence or  online notarization, this 14 day of July, 2025, by Kent Hollman, as Regional President of CARDEL FIELDSTONE, LLC, a Florida limited liability company, on behalf of the company. He/She is  personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

Linda Thunem  
NOTARY PUBLIC, State of Florida at Large  
Print Name Linda Thunem



JOINDER

FIELDSTONE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in the COMMUNITY DECLARATION FOR FIELDSTONE (the "Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 14 day of July, 2025.

WITNESSES:

Dean Hill  
Print Name: DEAN HILL  
Address: 3160 S. FALKENBURG RD.  
RIVERVIEW, FL

Lexie Harvey  
Print Name: Lexie Harvey  
Address: 3160 S. FALKENBURG RD.  
RIVERVIEW, FL

FIELDSTONE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: Jim Jarboe  
Print Name: Jim Jarboe  
Title: President

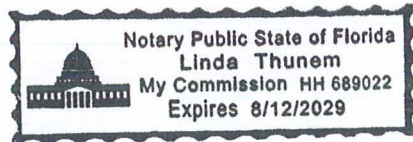
[CORPORATE SEAL]

Address: 3160 S. FALKENBURG RD  
RIVERVIEW, FL 33578

STATE OF FLORIDA )  
COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 14 day of July, 2025, by Jim Jarboe, as President of FIELDSTONE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is  personally known to me or  has produced \_\_\_\_\_ as identification.

Linda Thunem  
Print or Stamp Name: Linda Thunem  
Notary Public, State of Florida at Large  
Commission No.: HH 689022  
My Commission Expires: 8/12/2029



## EXHIBIT 1

### LEGAL DESCRIPTION

A replat of a portion of Block 7 of MIDWAY GARDENS, according to the plat thereof, as recorded in Plat Book 21, Page 28, of the Public Records of Hillsborough County, Florida, lying in Section 15, Township 28 South, Range 22 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the center of said Section 15, run thence along the East boundary of the Southwest 1/4 of Section 15, S.00°31'32"E., a distance of 25.06 feet; thence departing said East boundary N.89°28'28"E., a distance of 25.00 feet to the POINT OF BEGINNING, also being a point on the South Right-of-Way of E. SAM ALLEN ROAD of aforesaid MIDWAY GARDENS; thence along said South Right-of-Way, N.89°36'53"E., a distance of 1263.30 feet to a point on the West Right-of-Way of AVENUE "A" of said MIDWAY GARDENS; thence along said West Right-of-Way, S.00°28'22"E., a distance of 1131.04 feet; thence departing said West Right-of-Way, S.89°38'41"W., a distance of 1262.26 feet to a point on the East Right-of-Way of Wilder Road North; thence along said East Right-of-Way, N.00°31'32"W., a distance of 1130.38 feet to the POINT OF BEGINNING.