

# CANOOPY CREEK

**HOA Documents**

**CANOPY CREEK COMMUNITY ASSOCIATION, INC.**

**2016 Approved Estimated Operating Budget**

Based on 294 Lots

January 1, 2016 - December 31, 2016

	<b>QUARTERLY</b>	<b>ANNUALLY</b>
<b>INCOME</b>		
Operating Costs Income	210,000	840,000
Reserve Income	6,125	24,500
<b>TOTAL INCOME</b>	<b>216,125</b>	<b>864,500</b>
<b>OPERATING COSTS PAYABLE BY ALL HOMES</b>		
Access Control - Gate House	36,250	145,000
Access Control- Rover 8 p.m. to 2 a.m.	9,250	37,000
Access Control- Golf Cart	600	2,400
Annual Review, Tax Preparation, Corp. Report	1,875	7,500
Bulk Cable Service	20,249	80,996
Common Area Fertilization	2,500	10,000
Common Area Landscape Maintenance	28,750	115,000
Electricity	7,500	30,000
Flowers	5,000	20,000
Gated Entry Maintenance	2,500	10,000
Gatehouse Software	2,500	10,000
Gatehouse Telephone	750	3,000
Insurance (Directors & Officers)	375	1,500
Insurance (Fidelity Bond)	125	500
Insurance (General Liability and Property)	3,750	15,000
Irrigation Maintenance	3,000	12,000
Janitorial Services	3,000	12,000
Lake Maintenance	5,000	20,000
Landscape Replacement	5,000	20,000
Lawn Spray / Exterior Pest Control	2,500	10,000
Lighting Maintenance	2,000	8,000
Management Fees	13,005	52,020
Miscellaneous Expense	2,000	8,000
Mulching of Common Areas	12,750	51,000
Equestrian Trail Maintenance	1,625	6,500
Office Supplies, Printing, and Postage	1,250	5,000
Professional Fees	1,500	6,000
Pressure Cleaning	2,000	8,000
Repairs - Materials / Supplies	3,500	14,000
Seasonal Lighting	2,646	10,584
Street Sign Maintenance	1,250	5,000
Tree Trimming	7,500	30,000
Water / Sewer	1,000	4,000
Preserve Maintenance	17,500	70,000
<b>TOTAL OPERATING COSTS PAYABLE BY ALL HOMES</b>	<b>210,000</b>	<b>840,000</b>
Total Operating Costs Payable by each home	714	2,857

**CANOPY CREEK COMMUNITY ASSOCIATION, INC.**

**2016 Approved Estimated Operating Budget**

Based on 294 Lots

January 1, 2016 - December 31, 2016

	<b>QUARTERLY</b>	<b>ANNUALLY</b>
<b>RESERVES PAYABLE ON ALL HOMES</b>		
Guardhouse / Gated Entries	2,500	10,000
Lighting	1,125	4,500
Sealcoating	2,500	10,000
<b>TOTAL RESERVES PAYABLE BY ALL HOMES</b>	<b>6,125</b>	<b>24,500</b>
Total Reserves Payable by each home	21	83

**DESCRIPTION OF RESERVES**

<b>Reserve Item</b>	<b>Reserve Goal</b>	<b>Reserves as of Dec. 31, 2015</b>	<b>Reserves to be Funded</b>	<b>Estimated Actual Life</b>	<b>Estimated Remain. Life</b>
Gated Entries	70,000	1943.14	68,057	7	0
Lighting	45,000	875.71	44,124	10	3
Sealcoating	100,000	1943.16	98,057	10	10
<b>TOTAL</b>	<b>215,000</b>	<b>4762.01</b>	<b>210,238</b>		

**TOTAL ASSESSMENTS PAYABLE PER EACH HOME**

<b>All Homes</b>			
Operating Costs, All Units		714	2,857
Reserves		21	83
<b>Total Amount Payable per Home</b>		<b>735</b>	<b>2,940</b>

**CANOPY CREEK CLUB, LLC**  
**2016 APPROVED ESTIMATED OPERATING BUDGET**  
**FOR PERIOD JANUARY 1, 2016 THROUGH DECEMBER 31, 2016**  
**Based on 289 Lots**

<b>OPERATING EXPENSE</b>	<b>QUARTERLY</b>	<b>ANNUALLY</b>
AIR CONDITIONING MAINTENANCE	\$625	\$2,500
ALARM MONITORING	\$625	\$2,500
BUILDING REPAIR & MAINTENANCE	\$1,000	\$4,000
CABLE TV	\$75	\$300
COMPUTER/ACCESS CONTROL	\$500	\$2,000
COURT MAINTENANCE	\$500	\$2,000
DEPRECIATION EXPENSE	\$15,100	\$60,399
ELECTRICITY	\$3,000	\$12,000
EXTERMINATING	\$300	\$1,200
FITNESS EQUIPMENT MAINTENANCE	\$500	\$2,000
GAS	\$3,000	\$12,000
GROUNDS REPAIR & MAINTENANCE	\$1,500	\$6,000
JANITORIAL & MAINTENANCE	\$2,000	\$8,000
LANDSCAPE MAINTENANCE	\$5,750	\$23,000
LICENSES, INSURANCE	\$3,250	\$13,000
MANAGEMENT FEES	\$2,384	\$9,537
MISCELLANEOUS OPERATING	\$250	\$1,000
LANDSCAPE EXTRAS	\$1,500	\$6,000
OFFICESUPPLIES/EXPENSE	\$750	\$3,000
OTHER PROFESSIONAL FEES	\$625	\$2,500
PAYROLL	\$0	\$0
PAYROLL TAXES	\$0	\$0
POOL REPAIRS & MAINTENANCE	\$2,500	\$10,000
PRESSURE CLEANING	\$750	\$3,000
PROPERTY TAXES	\$6,000	\$24,000
RESIDENT SOCIAL EXPENSE(1 SMALL FUNCTION MONTHLY	\$1,264	\$5,056
TELEPHONE	\$625	\$2,500
TITLE SEARCH FEES	\$750	\$3,000
TRASH REMOVAL	\$350	\$1,400
WATER/SEWER	\$1,000	\$4,000
<b>TOTAL CLUB OPERATING COSTS</b>	<b>\$56,473</b>	<b>\$225,892</b>

<b>TOTAL CLUB OPERATING COSTS AND CLUB FEE PAYABLE PER HOME</b>	<b>QUARTERLY</b>	<b>ANNUALLY</b>
CLUB OPERATING COSTS PER HOME	\$195.41	\$781.63
CLUB FACILITY FEE PER HOME	\$83.00	\$332.00
TOTAL CLUB CHARGES	\$278.41	\$1,113.63
SALES TAX	\$16.70	\$66.82
<b>TOTAL CLUB CHARGES PER HOME</b>	<b>\$295.11</b>	<b>\$1,180.45</b>

**DEVELOPMENT GUIDELINES**  
**FOR**  
**CANOPY CREEK**

# Development Guidelines

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# Development Guidelines

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## INTRODUCTION

### Purpose of Guidelines

Canopy Creek Community has been meticulously conceived, planned, and executed, and it is the purpose of these Development Guidelines (“Guidelines”) to ensure continuation of these standards. Architectural and landscape concepts are intended to complement one another, and therefore encourage attention to detail. EF Minus S, LLC, a Florida limited liability company (hereinafter referred to as “Developer”) is establishing criteria and procedures that will promote the highest level of aesthetic value, design compatibility, and maintain and enhance economic value within Canopy Creek Community.

Developer has prepared the following guidelines for all builders approved by Developer and operating within Canopy Creek Community and other purchasers of property within Canopy Creek Community (collectively the “Owners” and each an “Owner”). A copy of these Guidelines will be distributed to, acknowledged, accepted, and adhered to by all Owners in Canopy Creek Community.

The Architectural Review Committee (hereinafter referred to as the “ARC”) is the entity that will administer these Guidelines. The ARC will have the right to approve, suggest modifications, or deny any or all of the plans or other review submittals.

### Limiting Conditions

These Guidelines establish criteria and procedures for development, design, and construction within Canopy Creek Community. These Guidelines are not an offer to sell, purchase, or list real estate, nor are they a warranty of any type. Such agreements shall be separately set forth in legally executed, written documents. These Guidelines are binding on all Owners of property within Canopy Creek Community, except for any improvements constructed or approved by Developer. Remedies for failure to comply are outlined in these Guidelines, in the Declaration of Covenants, Conditions and Restrictions for Canopy Creek (“Declaration”), Participating Builder Agreements (“Builder Agreements”) and Purchase and Sale Agreements (“Purchase Agreements”). Developer reserves the right to amend and revise these Guidelines as deemed appropriate, subject to mutual approval of the ARC.

These Guidelines do not supersede (except where more restrictive) or duplicate the Declaration, the Florida Building Code (“FBC”), other municipal, county, state, or federal regulations, or other legally binding contracts or agreements between Developer and Owners.



# Development Guidelines

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## PLAN REVIEW PROCESS AND TIMETABLE

The plan review process has been established to maintain the highest level of aesthetic value within Canopy Creek Community. Each Owner acknowledges and agrees that as a condition of sale of any lot, design and construction will be subject to these Guidelines. An administrative review fee in the amount of \$1,000 shall be charged to each Owner. The ARC will have regularly scheduled meetings monthly, and all Plans must be submitted one week prior to the scheduled meeting date. Unscheduled meetings will require an additional \$500. Plan requirements are as follows:

### Plan Review

SUBMISSION OF PLANS – Prior to new construction on any lot, but not more than thirty (30) days following the closing of such lot, Owner shall submit site/hardscape plans of the lot and any other submittals required by the ARC or Developer (collectively the “Plans”) for review by the ARC and Developer. Upon submission of the Plans, Owner shall schedule a meeting with the ARC and Developer to discuss the Plans and to discuss the construction parking, dumpster location and the location of the underground utilities, and other relevant information. Two (2) sets of signed and sealed Plans are to be submitted for review by the ARC and Developer. One (1) set will be returned to Owner and one (1) set will be retained by the ARC. The following items are required:

### Site/Hardscape Plan

- Scale: 1" = 30' or greater
- Legal description
- Lot lines, setbacks, and easements
- Existing street pavement, curbs, gutters, drainage inlets, manholes, all other utilities, and adjacent water feature limits
- Proposed grading and drainage (including roof, pool, rear and side yard drainage)
- Proposed building footprint(s), patios, walls or fences, sidewalks, driveways, pools, decks, screen enclosures, trellises, and any other hardscape elements
- Septic system design
- Well location
- Surface materials denoted for driveways, patios, courts, decks, etc.
- Location of buried gas tanks
- Calculations: Total area of lot and areas as percentages for each of the following: building(s), pool and deck, paved areas, as well as total impervious and pervious areas.

LANDSCAPE PLAN - indicate location, botanical and common name, size, quantity and specifications in a legible manner of all proposed and existing plant material as outlined in landscape criteria, *including a cost estimate*. Indicate

# Development Guidelines

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existing vegetation to be preserved, and demonstrate that native plant requirements by Martin County ("County") have been satisfied.

FLOOR PLAN - include balconies, decks, patios, atrioms and table of gross square footage and air conditioned area square footage.

EXTERIOR ELEVATIONS - include all exterior building elevations with heights clearly indicated. Exterior elevations to show finished floor elevations above grade. Label all finishes of all materials on the elevations.

POOL AND SCREEN ENCLOSURE PLANS - if applicable.

MATERIAL SPECIFICATIONS (*One set only*) - submit actual color samples (swatches), manufacturer name, and ID number of all exterior paint colors. Submit manufacturer name and color of all roofing materials and paving materials.

MAILBOXES – All mailboxes within the Canopy Creek Community shall be standardized and selected by Developer and the ARC in their sole and absolute discretion.

## Changes to Plans

Any change affecting the approved Plans must be resubmitted for ARC approval. Failure to obtain approval of the ARC for any and all such changes to Plans prior to the commencement of construction of the improvements will be deemed a material breach of the Owner's Purchase Agreement. In addition to any other rights permitted by law or in equity, Developer or the ARC may proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down and/or removed immediately. All costs and attorneys fees incurred by the ARC or Developer in taking the action, including before commencing any litigation, during any litigation, and for all appellate efforts, will be the expense of the Owner, and Developer will place a lien against the applicable lot to secure payment of these amounts.

The Revision Review Fee is \$500.

## Disclaimer of ARC Liability

Neither the ARC, Developer, nor any of their representatives, successors or assigns shall be liable for damages to anyone submitting plans for approval, or to any lot owner, builder, contractor, visitor or occupant of any of the property in Canopy Creek Community by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans or the failure to approve any plans. Any Owner making or causing to be made any proposed improvement or addition to any portion of any lot or home agrees - and shall be deemed to have

# Development Guidelines

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agreed for such Owner's heirs, personal representatives, successors and assigns - to hold the ARC, Developer, any of their representatives, successors or assigns and all other Owners harmless from any and all liability, damage to any property within Canopy Creek Community, including costs and/or expenses, including attorneys' fees, arising from or in connection with the construction and installation of any proposed improvement. Owner shall be solely responsible for the maintenance, repair and insurance of any alteration, modification, or change and for assuring that the proposed improvement meets with all applicable governmental approvals, rules, and regulations.

**No ARC approval as provided herein shall be deemed to represent or imply that the proposed improvement, if constructed in accordance with the approved plans and specifications, will result in properly designed and constructed improvement or that it will meet all applicable building codes, governmental or agency (including the South Florida Water Management District and the Florida Department of Environmental Protection) requirements.**

## Timetable for Review

**Construction Plan Review:** Owner must submit Plans to the ARC and Developer **within thirty (30) days after the closing of the purchase of any lot within Canopy Creek Community.**

**Review Timetable:** Within thirty (30) days of Owner's submittal of the Plans, the ARC and Developer will complete their review. Owner will be notified in writing that the documents have been approved, approved subject to specific and required modifications, or denied. If the documents have been approved subject to specific and required modifications, or if such documents have been denied, the written notification from the ARC and/or Developer to Owner will describe the nature of the modifications or the basis for the denial. The description will be sufficient for Owner to make the necessary changes in the documents to receive ARC and Developer approval upon re-submittal.

**Failure to Respond and Consequences:** If Owner fails to respond within thirty (30) days to the written notification from the ARC and/or Developer of the approval of the documents subject to specific and required modifications or the denial of the documents, or fails to comply with the requirements of the timetable for review, it will be deemed that Owner has elected to not revise and resubmit the documents, or to comply with the requirements, respectively. In that event, Developer will exercise its rights in accordance with all the applicable terms of any Builder Agreement and any Purchase Agreement.

## ARCHITECTURAL DESIGN CRITERIA

Design of a home within Canopy Creek Community shall reflect a consistent design theme, style, or image. Eclectic design is discouraged. The final design image shall be well-refined and carefully detailed. The floor plans and elevations

# Development Guidelines

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shall work in unison to achieve consistency in scale, balance, and harmony unto itself and with the Canopy Creek Community. The siting of the home shall be such that outdoor accessory uses are respectful of existing vegetation and the Canopy Creek Community common areas ("Common Areas") and streetscape views are enhanced. The views from adjacent homes and Common Areas shall not be adversely impacted.

## General Criteria

**Lots** Subdivision of any lot within Canopy Creek Community is prohibited unless approved in writing by the ARC and permitted by governing agencies.

## Minimum Home Size (AC area)

2,750 square feet

Open porches, atriums, screened-in patios, courtyards, garages and other similar type spaces shall not be included in the calculation of the minimum air-conditioned enclosed living area square footage.

**Height** No home may exceed two stories in height in accordance with the Tusawilla Planned Unit Development Zoning Agreement ("Development Order"), or any local governing codes.

**Use** All lots are restricted to single-family detached residential use, designed for and occupied by one (1) family.

No more than one (1) home may be built on a lot. Buildings accessory to the use of a home may be erected provided that they are not used as living quarters unless specifically designed and approved as guesthouses.

**Architectural Review** No structure shall be commenced, erected, improved or altered, nor shall any grading, clearing, excavation, tree removal or change of exterior color or other work which in any way alters the exterior appearance of any structure, home, lot or landscaping be commenced without approval as set forth in the Declaration and these Guidelines. Variances from procedures or guidelines may be granted when circumstances such as topography, natural obstructions, hardship, aesthetics, or environmental conditions require. Building permits shall not be sought until after final approval by the ARC and Developer has been secured. All structures must be designed by a Licensed Professional Architect qualified to perform services in Florida.

# Development Guidelines

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## Above-Ground Storage Tanks

No above-ground storage tanks shall be permitted on any part of the Canopy Creek Community. Up to five (5) gallons or 20 pounds of fuel stored on each lot for emergency purposes and operation of lawn mowers, barbecue gas grills and similar tools or equipment is permitted.

## Accessory Structures and Enclosures

All accessory structures (e.g. cabanas, BBQs, covered patios) shall be compatible with the principal structure in both material and configuration, while maintaining required setbacks. Detached storage buildings and tool sheds are not permitted.

## Building Finishes

Examples of finishes permitted:

- Painted stucco
- Natural stone or cultural stone
- Pre-cast stone columns

Examples of finishes NOT permitted:

- Unfinished concrete block
- Reflective or mirrored glass
- Raw aluminum
- Hardboard or particle board

All other products not listed will be reviewed on a case by case basis.

## Drainage/Swales/Subsurface

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than Developer, the ARC, the County or any other governmental agency may obstruct or re-channel the drainage flows of drainage gutters, swales or storm sewers. Surface water management, including but not limited to storm water storage and water quality treatment, shall conform to the requirements of the NPDES Permit and any other permitting agencies and meet with the approval of Developer. No drainage, including but not limited to, side yard swales, rear lot drainage swales, roof, patio, deck or pool drains, shall be allowed to sheet flow over or discharge directly onto an adjoining lot, conservation area, Common Area or any other property.

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## Driveways, Walkways and Rear Patios

The driveway materials shall be unified with walkways and streets by respecting the material color and texture in its entirety. Driveways shall be constructed in such a manner so that the flare of the driveway at the adjoining street curb, gutter or pavement does not extend beyond straight-line projection of the side property line of the lot served by the driveway. In no event shall the driveway surface be less than five (5) feet from the side lot line. Please refer to the later section on Sidewalks for additional information.

### Materials permitted:

- Concrete paver bricks, with restrictions
- Set stone or old brick, with restrictions
- Any other desired material must be presented to the ARC by actual sample for review.

### Materials NOT permitted:

- Plain concrete
- Asphalt
- Mulch
- Gravel
- Chattahoochee Stone

## Elevations

Use of the following features is strongly recommended:

- Porches/Verandas/Balconies
- Roof terraces and towers
- Balustrades
- Arches and Columns
- Bay Windows/Rooms
- Corbels, Keystones, Quoins
- Transoms and Sidelights
- Metal Gates and Railings
- Clerestory Windows
- Loggias and cloisters
- Low walls and Decorative Pottery

# Development Guidelines

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Window openings shall be articulated through the use of shutters, projecting lintels, sills or surrounds such as pre-cast stone, faux stone or stucco banding.

Awnings, decorative shutters and permanent hurricane shutters, when utilized, shall be designed as an integral part of the building elevation.

**Varied Lines and Scale** The mass and scale of all buildings shall be visually appealing through the use of architectural detailing, reveals, windows, patio walls, balconies and varied elevations of roof lines.

**Colors** Only colors approved by the ARC are permitted. Bright colors are discouraged. All exterior colors, including original and future color changes proposed by Owner, must be approved in accordance with these Guidelines and the Declaration. In addition, Owner may be required to paint a color sample on the home before written approval is granted.

**Roofs** Roofs shall have a minimum pitch of 4:12 and maximum pitch of 7:12 unless otherwise specifically approved to maintain compatibility with the style of the structures.

## Materials permitted:

- Flat, Simulated Slate, or "S" color impregnated concrete tile
- Barrel clay tile
- Standing seam prefinished metal
- Slate

## Materials NOT permitted:

- Asphalt/Fiberglass shingles
- Aluminum shingles
- Wood shingles or shakes
- Roll roofing
- Insulated Aluminum Patio Roofs

Patio, loggia, or lanai roofs shall be designed with architectural detailing to match that of the principal building.

The ARC may, in its sole discretion, approve or disapprove the use of such new materials that may be developed at a future time. Flat roofs shall generally **NOT** be permitted unless they enhance the design of the structure, are small, or will not be visible from another lot or any portion of the Common Areas.

# Development Guidelines

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## Exterior Attachments to Structures

No awnings, canopies, shutters or similar additions shall be attached or affixed to the exterior of any structure without approval in accordance with these Guidelines and the Declaration.

Clotheslines are not permitted. The hanging of laundry, clothing, rugs or any other articles on railings, fences, hedges, or walls is prohibited.

Decorative objects such as weather vanes, sculptures, birdbaths, fountains, and the like shall not be placed or installed in Canopy Creek Community without approval in accordance with these Guidelines and the Declaration.

No outside antennas, satellite receptor dishes or devices or any other type of electronic device now in existence or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal, shall be allowed without approval in accordance with these Guidelines and the Declaration. Satellite dishes shall be hidden from view from outside the lot, or be disguised to resemble and in fact be visually indistinguishable from structures, devices or improvements otherwise approvable in Canopy Creek Community. No ham radios or radio transmission equipment shall be operated in Canopy Creek Community without the prior written consent of Canopy Creek Community Association, Inc. ("Homeowners' Association"), whose consent shall not be unreasonably withheld, and provided that such transmission does not cause interference with the reception or operation of other electrical equipment in Canopy Creek Community.

## Exterior Lights

No exterior lighting fixtures or decorations shall be placed in or about Canopy Creek Community, unless approved in accordance with these Guidelines and the Declaration.

Landscape accent lighting (uplights and downlights) is recommended instead of floodlights, and must be directed so as not to adversely affect adjacent properties. No colored lenses or bulbs shall be permitted, except for holiday lighting.

## Garages, Carports, and Storage Areas

No garage shall be erected which is separated from a home unless enclosed within a courtyard or otherwise attached or integrated into the design of the structure(s). Each home shall have a garage that shall accommodate no less than two automobiles. All garage doors must be equipped with automatic door openers/closers. No garage shall face the street.

The use of carports shall be discouraged within Canopy Creek Community unless specifically incorporated into the design of the structures and so approved by the ARC.



# Development Guidelines

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No unenclosed storage area shall be permitted. No enclosed storage area shall be erected which is separated from the home unless incorporated into the design of the structures and so approved.

## Generators

No generators shall be visible from an adjacent lot or Common Area. Ideally these should be located within the garage, or at a minimum, concealed by a wall and planting. Hours of operation for general maintenance shall be limited to 10 am - 3 pm.

## Mailboxes

Mailboxes will be standardized and selected by Developer and the ARC. Mailboxes shall complement the architectural style, materials, and colors of the home. The mailbox must be approved in accordance with these Guidelines and the Declaration.

## Preservation Areas

There are wetland and upland conservation areas within Canopy Creek Community designated as preservation areas. No activity, development, construction or maintenance is to take place in those areas without approval by the ARC, Developer, the Homeowners' Association and all applicable governmental agencies. Wildlife is not to be disturbed.

## Roof Vents and Chimneys

All roof mounted vents or stacks shall be painted to match the color of the roof. All chimney stacks shall be the same color as the body of the home. All chimneys shall be capped with either a tile or copper roof and accented with stucco or ceramic banding. Each shall be consistent with the style of the structure.

## Screen Enclosures

Screen enclosures on any lot shall not be permitted unless the screen enclosure plans, specifications, elevations, and location are first approved by Developer and the ARC.

It is recommended that the vertical elements of the screen enclosure must be columns, pillars, posts, pilasters or other such architectural structures, which complement the architectural style of the home. The roof or horizontal framing elements must be of the same design and material of the home. Two (2) story screen enclosures shall not be permitted. Only dark bronze, dark grey and black (no white) screens and frames shall be permitted.

Screened enclosures shall not be allowed in the front yard between the home and street.

# Development Guidelines

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## Security Systems

**In-Home Electronic "Security" System/Remote Monitoring.** In an effort to enhance the privacy of Canopy Creek Community, each Owner shall install, at Owner's expense, an electronic "security" system. It shall be capable of being monitored by either Developer, the Homeowners' Association, or a contract provider to be later determined. It shall be each Owner's responsibility to maintain the system in full operational condition. NEITHER DEVELOPER, THE ARC, NOR THE HOMEOWNERS' ASSOCIATION SHALL BE LIABLE FOR ANY HARM, DAMAGE OR LOSS ARISING FROM THE OPERATION OF THE SYSTEM OR ITS FAILURE TO OPERATE. ANY WARRANTY OR LIABILITY FOR THE SYSTEM'S DESIGN, INSTALLATION, OPERATION, OR MONITORING SHALL BE BETWEEN THE OWNER AND THE CONTRACTORS FOR THE SYSTEM. NO GUARANTEE OF ITS EFFECTIVENESS IS MADE BY ANY PARTY. Additionally, the ARC, Developer or the Homeowners' Association may, but shall not be obligated to, implement, maintain or subsidize certain other security equipment or activities within the Canopy Creek Community.

All security systems shall meet these minimum security specifications:

- The master control panel shall have a minimum of eight zones and shall be capable of DUAL, NOT SPLIT reporting. A communication dialer must be included in the system.
- All systems must be "home run" wired to individual openings, (NO LOOPING) and electrical wire numbers utilized to identify each drop. A schematic must be supplied for each unit PRIOR to activation before any code number will be issued.
- RJ31 X telephone jack and interface cord supplied with each system to deliver signal and to aid disconnection in case of runaway alarm.
- The installation company shall telephone security system provider upon activation to receive a code number. Emergency information MUST BE READY to deliver BEFORE any code number is issued. The installation company is responsible for programming communication and testing to guardhouse central control station, thereby assuring that the entire system functions properly before signing off.
- Telephone run from master panel to telephone company interface MUST be home run/dedicated line.
- ALL wiring and devices to be U.L. rated for alarm application specifically. National Electric Code requires alarm panels to be earth grounded.
- A twelve-volt photoelectric smoke detector fire circuit shall be integrated into the alarm system. The fire circuit WILL NOT be installed by the electrician.
- All download/installer master codes will retain factory default values.

# Development Guidelines

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## Setbacks

**Structures** No structure shall be erected or constructed on any lot within the following minimum building setback areas:

- **NOTE: All setbacks shall be consistent with the Development Order for the Canopy Creek Community.**

Variances to these setbacks may only be granted in cases of hardship and where the overall design yields a superior result. The purpose of these setbacks is to define the limits beyond which no portion of a structure may extend. It is not recommended that structures be designed up to the setback lines on all sides. Such a condition may not be approved due to field errors. Relationships to other structures or natural or other site elements may be considered in evaluating a project's setback relationships.

# Development Guidelines

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## Canopy Creek Setback Chart

TYP. 110' X 210' LOTS -		
	BUILDING	ANCILLARY (SECONDARY STRUCTURES SUCH AS POOLS AND SCREEN ENCLOSURES)*
FRONT SETBACK	25'	N/A
SIDE SETBACK*	15'	5'
REAR SETBACK*	15'	5'
SIDE/CORNER	15'	N/A
PRESERVE AREA BUFFER SETBACK)	15'	N/A

\* Waiver required

# Development Guidelines

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## Sidewalks

If required by the approved engineering plans, a copy of which is available from Developer, each Owner is responsible for installation of a six (6) foot wide, four (4) inch thick, *concrete* sidewalk along the entire front property. The sidewalk should be reinforced at driveways. If necessary, contact Developer for information regarding the location and specifications for sidewalks.

## Signs

No signs, freestanding or otherwise installed, shall be erected or displayed in or on any lot, except signs used or erected by Developer, Owner plan boxes, and signs required for legal proceedings. If permission is granted to any person to erect a sign, the approval may restrict the size, color, lettering, placement and duration of such signs pursuant to this paragraph, the Declaration and any Builder Agreement.

## Storm Shutters

The use of impact glass for windows and doors (including sliders) is encouraged to maintain architectural uniformity and aesthetics. Permanent roll-up or accordion type shutters will be permitted only when incorporated into the design of the home and approved by the ARC. To the greatest extent possible, the use of integral or visibly applied hurricane shutters is discouraged.

Temporary, removable storm shutters may only be deployed when a hurricane watch for the County has been issued. The temporary storm shutters must be removed within three (3) calendar days after hurricane warnings for the County are lifted; or two (2) weeks after a hurricane impacts the Canopy Creek Community, or immediately after hurricane damage repairs have been made to the structure. Temporary hurricane, or weather shutters, if utilized, shall not be stored on the exterior of any structure. All such shutters on any individual lot shall be uniform in character.

The applicant shall obtain ARC and Developer approval of the type of shutter, color, material and design prior to obtaining any permit. Each Owner shall obtain a permit prior to installation. All shutters (other than Colonial or Bahama-style decorative shutters) shall either be stored inside the home, be retractable, or hidden from public view when not in use. Storm shutters are for storm protection only and are not to be utilized for "security" purposes.

## Types Permitted:

### Temporary

# Development Guidelines

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**Storm Panels (Clearshield®, galvanized steel or aluminum)** The color of all permanently affixed portions of the shutter assembly (such as mounting brackets) shall match the surface color to which it is attached.

## Permanent

**Accordion Windows/Doors** Accordion shutters shall be used only on the rear and side elevations. The ARC may consider accordion shutters on the front elevation, if the shutters are fully hidden behind a well detailed window surround. The color of the shutters shall match the window frames, banding or other window surrounds.

**Roll-Up Shutters** Roll-up shutters shall be concealed from view through use of awnings or through incorporation into the design of the soffit. If shutters are inside a screened patio, the shutters need not be concealed from view. The color of the tracks or any other permanently mounted component shall match the color of the surface color it is attached to.

**Colonial or Bahama Shutters** This type of shutter will only be considered if submitted as part of the Plans for the ARC and Developer approval and are included as an element of the original architectural design submission or through a revised submission by the architect of record for the home.

## Types NOT Permitted

**Slatted Aluminum Awnings** The 'Florida' style slatted awnings with telescoping supports shall not be permitted in either a temporary or a permanent situation.

## Structured Wiring

**Distribution Panel** This is the heart of the system. It is centrally located within the home, typically in a closet, the laundry room or the garage. All wires are to be home run to this point. This provides connection of TVs, telephones, and computer network devices while allowing for future upgrades.

Other minimum specifications:

- 14"w x 24"h minimum enclosure.
- Must be a nationally recognized product, readily available through nationwide distributors.
- Must have dedicated 120v 15 amp AC outlet, inside or directly below panel, and require earth grounding.
- Must have 2" electrical conduit, 12" minimum bend radius, maximum of three 90 degree elbows, unoccupied, with pull string, running into attic for future expansion.

# Development Guidelines

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- Must provide modular cross-connection for all Category 5 cables. This can be done with modular connectors or patch panels. This allows for selection of telephone or computer use by plugging Category 5 cable into corresponding modules.
- Must be U.L. approved.
- Pre-approved products include: IBM Home Network, Monster Central, US Tec LAN II, Channel Vision. Use of any other products must be approved by the ARC and the Owner, and must meet all other specifications. All components incorporated into system must be as specified by approved manufacturer (*No Substitutions*).

**Wiring** There are four types of cables used in these systems: RG-60 Quad Shielded coaxial cable is used for all cable TV, cable modem and satellite wiring; RG-59 (coax) is used for all internal video and security camera wiring; Category 5 is used for all telephone, control and computer network wiring; and 4 conductor 16 gauge speaker wire.

- All cables will be home run to the distribution panel.
- Cables may not be routed through same holes as electrical wires and shall have a minimum separation of **[NEED INFO IF THERE IS A SPECIFIC SEPARATION]** from such electrical wires.
- All cables to be neatly routed and bundled.
- 5" minimum bend radius on all cables.
- 6" separation from all electrical devices.
- No direct contact with water pipes.
- No direct contact with A/C ducts or devices.
- No direct contact with sharp objects.
- All fire proofing to be included, as per code required.
- 18" coils at outlets.
- 60" coils at distribution panel.
- All cable must be tagged, tested and certified.
- All coax cable to be 90% braid minimum. Rated @ 1 Ghz minimum, U.L. approved.
- Category 5 to be rated at 100Mhz minimum, U.L. approved.
- Speaker wire will be 16-gauge minimum, U.L. approved.

**Outlets** Color and texture of outlet plates, modules, blanks and screws must match electrical trim. Electrical trim is Leviton white, unless otherwise noted. Outlets must use snap-in modules, which can be re-configured. All outlets are to be single-gang at electrical outlet height, unless otherwise noted.

**Television** All TV outlets will have two RG-60 Quad cables and one Category 5 cable. All RG-60 connections will be made with two-piece snap & seal connectors. The top jack will be for cable TV, the middle jack will be wired as denoted above for lines 1 and 2, the bottom jack will be for satellite. Snap in modules for coax connections will contain an F-81 connector rated @ 2 Ghz minimum, U.L. approved.

# Development Guidelines

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**Multimedia** All Multi-Media outlets will have two RG-60 Quad cables and two Category 5 cables. All RG-60 connections will be made with two-piece snap & seal connectors. Snap in modules for coax connections will contain an F-81 connector rated @ 2 Ghz minimum, U.L. approved. The top left jack will be RG-60 Quad for cable TV, the top right jack will be RG-60 Quad for cable modem, the bottom right jack will be Category 5 using 568A configuration for LAN and the bottom left jack will be Category 5 using 568 configuration for expansion of optional services.

**Additional** One Category 5 cable will be run to alarm panel (unterminated).

## Swales -- Rear and Sides of Lot

Swales or drainage structures as noted on the paving and drainage plans shall not be modified by the Owner. Owner shall maintain all swales and drainage structures adjacent to each lot and shall keep such swales and drainage structures free from obstructions.

## Swimming Pools, Spas and Hot Tubs

The design and location of all swimming pools, spas and hot tubs must be approved in accordance with the Declaration and the Development Order. Aboveground pools and aboveground spas are not permitted. Direct drainage of water from swimming pools, spas, or hot tubs into any Common Area, waterway, or conservation area shall not be permitted.

## Tennis Courts

Tennis courts shall be permitted on certain lots within Canopy Creek Community, and such determination shall be made by the ARC and Developer on an individual lot basis and shall be approved in writing by the ARC prior to construction of any such tennis courts. The construction of any tennis courts shall adhere to all setback requirements. No lighting is allowed. All court fencing must have black vinyl coating, wind screens and heavy landscaping.

## Trash Removal and Storage

All lots must provide for garbage, trash, and refuse removal. Trash containers are to be placed at the curbside no earlier than the evening before pick up and retrieved no later than the day of pickup. Fully enclosed storage facilities for garbage and trash containers shall be required for each home and shall be integrated into the design of the structure.

## Utility Details

No mechanical equipment is to be placed on roofs. Solar panels are permitted with location approved by the ARC. No solar collectors or devices shall be allowed without approval in accordance with the Declaration, provided the



# Development Guidelines

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requirements of Section 163.04(2), Florida Statutes, or any other applicable laws are met. Any such collector or device shall be located so as not to be readily visible from surrounding streets or lots and shall be compatible in color and design with the structures to which they are attached.

Window or wall mounted air conditioner units are not permitted.

Adequate screening from the street and adjacent properties as determined by the ARC or Martin County is required for the following:

- Air conditioner units
- Utility boxes and meters
- Pool pumps and heaters
- Irrigation pumps and backflow prevention devices
- Underground gas tanks for pool heaters
- Generators
- Trash containers
- Water collectors
- Any other utility device

## Walls, Fences and Gates

Walls, fences and gates shall not unreasonably block natural preserve views from adjacent lots. If a wall or fence on a lot is approved in accordance with the Declaration, it shall be located in a manner to limit the area enclosed to that necessary to afford privacy.

Walls, fences and gates shall be designed as an extension of the architectural mass and shall be detailed to unify the entire site. Their use is encouraged to allow a series of entrances and levels that increase interest and outward views.

Continuous solid walls are discouraged. No privacy wall or solid fence may be used on the rear property line or on the side property line in the rear setback area to avoid disrupting cross views from adjacent lots. No wall or fence shall be constructed on a lot with a height of more than six (6) feet above finished lot grade.

A wall, fence, or enclosure shall only be constructed of materials and with a design and color as approved in accordance with Article 12.2.19 of the Declaration. No chain link fencing shall be allowed except for ARC approved tennis courts. Wood fences will not be allowed unless specifically approved and with adequate landscape screening.

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## Wall/fence materials permitted:

- Aluminum picket
- Wrought iron
- Concrete block with stucco [DETAILS]

## Wall/fence materials NOT permitted:

- Wood
- Chain link (except appropriate tennis with wind screens and landscaping)

## Fence colors permitted:

- Black
- Bronze
- Dark Green

## Fence colors NOT permitted:

- White

## Window Frames and Tinting

Mill (raw) aluminum is not permitted as a window frame material.

Window tinting as a method of energy conservation is permitted, provided that the type, color, and method of tinting is approved in accordance with the Declaration. Reflective or foil window coverings are prohibited.

## LANDSCAPE DESIGN CRITERIA

A landscape plan for each lot shall be submitted to the ARC for review and approval in accordance with Section 12.2.3 of the Declaration and these Guidelines. Such landscape plan shall be prepared by a Florida Licensed Landscape Architect, who shall utilize a plant palette and theme harmonious with the landscape palette approved for Canopy Creek Community. The design must provide enrichment for both the short term and the long term appearance of Canopy Creek Community. Each Owner shall be solely responsible for the cost and expense of preparing any landscape plan, the installation of all landscape materials, irrigation, and the maintenance and repair with respect thereto.

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## Design Review Process

Two (2) signed and sealed copies of the landscape plan must be submitted indicating property lines, setbacks, easements, adjacent site conditions, location of proposed structure showing windows and doors, proposed hardscape, utility elements, and existing and proposed vegetation. A plant list identifying scientific names, common names, height, spread, caliper (at time of planting), and any other pertinent specifications should accompany the landscape plan.

A cost estimate shall be submitted with the landscape plans which demonstrates the minimum values for landscape materials (irrigation and sod not included):

- Lots within Executive Home Section: \$7,500
- Lots within Estate Home Section: \$10,000
- Custom Home Section: \$20,000

It is the ARC's intent that the existing native vegetation be retained to the maximum extent possible. Clearing shall be done selectively, retaining the native vegetation wherever possible. The landscape plan shall indicate the existing vegetation intended for removal and retention. The ARC reserves the right to require changes for individual lots should special conditions or situations exist.

- An on-site review with the ARC of existing vegetation may be required prior to any clearing.
- A written approval by the ARC of building location to minimize disturbance and removal of existing vegetation.
- Written approval of the landscape plan is required.
- Installation of protective fencing around native and Developer installed vegetation prior to construction is required.

**Changes to Plan** Any change or variation from the approved landscape plan shall require written approval by the ARC or Developer. Any additional landscaping to be installed or removed after occupancy will require written ARC approval of the modification prior to installation or removal.

**Irrigation Maintenance** Each Owner shall be responsible for maintaining and keeping in good working order the landscape irrigation system installed in or on the Owner's lot. Irrigation systems shall be maintained in such a manner so as to cause no stains on homes, walls, structures or paved areas. The Homeowners' Association will require a rust free irrigation system.

# Development Guidelines

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**Landscape Maintenance** All landscaping, trees, shrubs, lawns and ground cover on a lot shall be maintained by the Owner in good and living condition at all times, including any trees planted by Developer on such lot prior to the conveyance of the lot to a Owner. Evidence of fertilization for landscape material may be required by the ARC to promote a healthy appearance. Notwithstanding anything provided herein, if a tree must be replaced due to any action or inaction on the part of a Owner, his guests, lessees or invitees, the cost for such replacement or other landscape replacement or maintenance shall be borne by such Owner. Any costs incurred by the ARC or the Homeowners' Association shall be borne by Owner as an individual Assessment and shall be due and payable within fifteen (15) days after written request for payment.

**Tree Save Program** In order to maintain harmony within the Canopy Creek Community, Developer has established a "Tree Save Program". Under the terms of the Tree Save Program, Developer has designated certain trees within the Canopy Creek Community ("Designated Trees") which shall not be removed or damaged during any lot preparation or the construction of any home. Owner must comply with the terms of the Tree Save Program, including, without limitation, to preserve the Designated Trees at all times during any lot preparation or construction of any lot. Any variances to the Tree Save Program will be granted by Developer prior to turnover of control of the Canopy Creek Community to the owners and by the ARC thereafter in their sole discretion. Approval of such variances by Developer shall not be unreasonably withheld.

The Homeowners' Association may not change landscaping in the Common Areas without the prior written approval of Developer. No Owner may change the trees or shrubs in the Common Areas, any trees on any lot which were installed by Developer prior to the conveyance of such lot from Developer to Owner, or any trees on the lot dedicated as Designated Trees in accordance with the Tree Save Program, without approval in accordance with Declaration and any governing laws and regulations.

## Planting Requirements

**Specifications** All plant materials shall be Florida #1 Grade or better as outlined by the Florida Department of Agriculture and Consumer Services.

**Street Trees and Palms** Each Owner shall install the minimum street trees or palms per the applicable approved landscape plan provided by Developer. Site conditions will be considered by Developer and the ARC in regards to the positioning of these trees. The Owner shall be required to verify the location of all utilities and required offsets and any damage thereto shall be the responsibility of the Owner.

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It is recommended that trees with invasive root systems shall not be planted unless a root barrier system acceptable to the ARC/utility company is provided. Owner shall be required to implement a root barrier system acceptable to the ARC/utility company for any such tree adjacent to any sidewalk located on a lot or any other portion of the property within Canopy Creek Community. Ultimate size of canopy trees should be considered when located near structures, utilities, and other plant materials. Single trunk palms should be clustered in groups of odd numbers and located within planting beds versus open lawn. Tree and palm locations should complement the architectural lines of the structure. Flowering and accent trees are encouraged and should complement the structure in both shape and color.

**Shrubs and Ground Covers** Shrub materials should be planted to provide a “layered” appearance with larger shrubs in the background stepping down to ground covers in the foreground. A limited palette of complementary plants is encouraged over a larger variety, and should form a continuous mass visually versus isolated plantings. Flowering and native shrub species are encouraged. Ground covers shall be spaced to provide 100% coverage within twelve (12) months of planting. Hedges and/or buffer planting beyond the rear building setback line shall not interrupt preserve/water views from adjacent lots. All landscape planting within the rear building setback is subject to ARC approval for type and height.

**Grass** All turf areas shall be sodded with St. Augustine Floratam. Bahia grass is not permitted. Amount of grass areas shall not exceed 60% of total site landscape area. The Owner is responsible for landscaping and maintaining the area between front property line and street curb.

**Mulch** All planting beds shall receive a minimum three (3) inch layer of shredded wood mulch. White rock, sand, pebbles, wood chips or similar materials are not permitted except in limited quantities associated with planting beds and must be noted on landscape plans and approved by the ARC.

**Berms** Landscape berms shall have gentle, smooth slopes (maximum 3:1) with a natural appearance.

**Recommended Landscape Palette** The following plant materials should predominate in areas that physically or visually abut streets, canals and Common Areas within Canopy Creek Community:

## Botanical Name

### Canopy Trees

Quercus virginiana  
Swietenia mahogany

### Common Names

Live Oak (14' OA/4" cal. min.)

# Development Guidelines

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Mahogany (14' OA/4" cal. min.)

## Specimen Palms

Acoelorrhaphe wrightii

Bismarckia nobilis

Coco Nucifera "maypan"/ or green "malayan"

Phoenix dactylifera

Phoenix canariensis

Phoenix reclinata

Roystonea elata

## Common Names

Paurotis Palm (12' OA min.)

Bismarck Palm (8' OA min.)

Maypan Coconut Palm / Green Malayan Coconut Palm

(8' CT min.)

Canary Island / Medjool Date (8' CT min.)

Senegal Date Palm (8' CT min.)

Royal Palm (8' GW min.)

## Sub-canopy and Shrubs

Bougainvillea sp

Chrysobalanus icaco

Coccoloba uvifera

Conocarpus erectus "sericeus"

Ixora coccinea "Nora Grant"

Ligustrum lucidum

Myrica cerifera

Nerium oleander

Nerium oleander "petite pink"

Pennisetum setaceum

Raphiolepis indica

Tripsacum floridanum

## Common Names

Bougainvillea

Cocoplum

Seagrape

Silver Buttonwood

Ixora Nora Grant

Ligustrum tree

Wax Myrtle

Common Oleander

Dwarf Oleander

Fountain Grass

Indian Hawthorn

Fakahatchee Grass (Dwarf)

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## Ground Cover

Asparagus sprengeri  
Helianthus debilis  
Ipomoea pescaprae  
Juniperis conferta  
Lantana sp  
Liriope muscari "Evergreen Giant"  
Stenotaphrum secundatum  
Floritam, Paspalum Sea Isle One, or Bermuda Grass

## Common Names

Asparagus Fern  
Dune Sunflower  
Railroad Vine  
Shore Juniper  
Yellow Lantana  
Evergreen Giant Lirope  
St. Augustine 'Floritam' sod  
Bermuda  
Paspalum Sea Isle One

The following plant materials are recommended for consideration within the private areas of individual lots within Canopy Creek Community:

## Botanical Name

### Canopy trees and Palms

Acer rubrum  
Bauhinia blakeana  
Bursera simaruba  
Cassia fistula  
Dalbergia sissoo  
Jacaranda actuifolia  
Sabal palmetto

## Common Names

Red Maple (moist areas)  
Orchid Tree  
Gumbo Limbo  
Golden Shower Tree  
Indian Rosewood  
Jacaranda  
Cabbage Palm

## Sub-Canopy and Shrubs

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Brassia arboricola  
Callistemon lanceolatus  
Carissa grandiflora "emerald blanket"  
Chrysophyllum olivaeforme  
Conocarpus erectus  
Crinum asiaticum  
Dracaena spp.  
Gardenia spp.  
Ixora  
Jasmine simplicifolium  
Ligustrum japonicum or lucidum  
Murraya paniculata  
Myrica cerifera  
Pentas lanceolata  
Philodendrom selloum  
Pittosporum tobira  
Podocarpus macrophylla  
Podocarpus glaciior  
Psidium littorale  
Raphiocepis indica  
Serenoa repens  
Strelitzia reginae  
Strelitzia nicolai  
Tabebuia argentea  
Tabebuia heterophylla  
Thryallis glauca  
Viburnum suspensum

## Common Names

Dwarf Schefflera  
Red Bottle Brush  
Dwarf Natal Plum  
Satin Leaf  
Silver Buttonwood  
Crinum Lilly  
Dracaena  
Gardenia  
Ixora  
Wax Jasmine  
Japanese Privet  
Orange Jasmine  
Wax Myrtle  
Egyptian Star Clusters  
Self-heading Philodendron  
Pittosporum  
Yew Podocarpus  
Fern Podocarpus  
Cattleya Guava



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Indian Hawthorn  
Saw Palmetto  
Bird-of-Paradise  
White Bird-of-Paradise  
Yellow Tabebuia  
Pink Tabebuia  
Thryallis  
Viburnum

## Ground Cover

Hemerocallis sp.  
Ilex spp.  
Nephrolepis exaltata  
Ophiopogon japonicus

## Common Names

Day Lilly  
Dwarf Holly  
Boston Fern  
Lilly Turf

Plant materials not included on the above list shall receive consideration on an individual basis as they relate to function, locations, size and compatibility within Canopy Creek Community.

Owner will be responsible for the installation and maintenance of the landscaping on the lot and adjacent right-of-way and areas between the property line of the lot and any abutting road or water's edge, unless it is maintained by the Homeowners' Association. All landscaping on the lot will conform to Developer's landscape palette within Canopy Creek Community.

The following invasive plant materials are prohibited on lots or within conservation areas:

## Botanical Name

Bischofia javanica  
Casuarina equisetifolia  
Cupaniopsis anacardioides  
Melaleuca quinquenervia  
Schefflera actinophylla  
Schinus terebinthifolius

## Common Names

Bischofia  
Australian Pine  
Carrotwood

# Development Guidelines

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Melaleuca  
Schefflera  
Brazilian Pepper

## CONSTRUCTION CRITERIA

A copy of these Guidelines is to be distributed to, acknowledged, accepted and followed by Owner's subcontractors and materialmen operating in the Canopy Creek Community. The ARC, Developer, NPDES or any other governing agency may establish additional rules governing construction activity within Canopy Creek Community.

### Pre-Construction

ARC NOTIFICATION - In accordance with any Builder Agreement and these Guidelines, Owner shall schedule a meeting with the ARC to submit site plans and discuss the construction parking, dumpster location and the location of the underground utilities, and other relevant information. Owner must use a line locating service for underground utilities prior to trenching or digging on the site. Owner shall implement an erosion control system on the lot. Owner shall obtain all contractors' certifications as required under any Builder Agreement and these Guidelines. Any questions or other construction site issues should be directed to an ARC representative.

### Construction Inspections

During construction, the ARC and/or Developer has the right, but not the obligation, to make periodic inspections. These inspections may include, but are not limited to, the following:

- **Stemwall or Slab Survey** Upon submission of the Plans to the ARC and Developer, Owner shall provide for approval the preliminary plot of any wall to be constructed on the lot. If such wall location changes due to field conditions, Owner shall re-submit to the ARC and Developer the proposed revisions to such wall prior to constructing same.
- **Pre-Stucco/Finish Inspection** An exterior inspection to review compliance with approved Plans.
- **Pre-Planting Inspection** An inspection of the site conditions. All road rock, debris, (paint, stucco, oils, tiles, concrete, wood, trash, etc.) shall be removed from all planting and pervious areas. All dumpster and trash containers shall be removed from the site. The Owner shall insure that the soil is suitable for planting. All finished soil grades shall be two (2) inches below adjacent paving.
- **Final Inspection** Upon written request, a final inspection of each lot and improvement will be made by the ARC to verify compliance with the plans approved by Developer and the ARC, or designated agent of the ARC. All corrections noted must be completed prior to issuance of the Certificate of Compliance.

# Development Guidelines

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- **Construction Deposit Return** Upon determination that the improvements strictly comply with ARC approved plans and approval by Developer and the ARC, and upon determination that all Homeowners' Association requirements have been met, the construction deposit balance will be returned and a Certificate of Compliance will be issued.
- **Compliance** Developer and the ARC are empowered by the Declaration to enforce compliance with Developer and the ARC approved plans and specifications, including stop work orders, fines, or actions in a court of law.

## Construction Deposit

A construction deposit of \$5,000 per lot purchased by Owner will be held by Developer or the ARC, and shall be used to repair damage of any kind or to remove any debris or garbage caused by the construction activity of Owner or for any other purposed deemed necessary in accordance with any Builder Agreement and these Guidelines. A verbal courtesy notice may first be given to the Owner. If no correction is made within five (5) working days Developer will impose a \$500 fine for the first offense and \$750 for the second offense. Each infraction thereafter will be \$1000 for each offense. These amounts will be garnered out of the construction deposit, and unused funds will be refunded to the Owner upon ARC issuance of a Certificate of Compliance.

## Access

Ingress and egress for all Owners, consultants, subcontractors, and materialmen will be limited to the approved construction entrance. Construction access will be available only from 7:00 a.m. to 6:00 p.m. Monday through Saturday. During daylight savings time, access will be available from 7:00 a.m. to 7:00 p.m. Developer, the ARC, or Martin County may change these hours at any time. Initially, no construction activity is permitted on Sundays or holidays. **Instruct everyone not to arrive prior to the starting time.** Owner must pre-arrange for the distribution of construction passes into Canopy Creek Community for all subcontractors and materialmen.

## Building Elevation

The minimum building elevation of the lowest habitable finished floor for a home is established by and on file with the County. Any deviation from this minimum building elevation shall be reviewed and approved by the ARC. Site conditions - including drainage, road grades and adjacent lot grades - shall be considered. Foundations with stem walls that would otherwise be visible will be required to be screened by backfilling, landscaping, or other approved screening. Tree preservation should be the guiding principle in this condition.

## Clean Building Sites

Lots must be maintained in an orderly fashion, and be policed and cleaned daily for dirt in the street, gutter, or sidewalk. Litter is to be picked up immediately as it tends to blow throughout the area if unattended. The Owner will be responsible

# Development Guidelines

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to clean and/or replace damaged or stained pavers, asphalt, concrete, or other improvements at the discretion of Developer. Erosion due to inclement weather must be addressed immediately to keep the canals and preserve areas and waterbodies clean and the storm water system in workable condition, and to avoid any inconvenience to existing residents.

If an objectionable amount of debris attributed to a construction activity is found, and the Owner fails to rectify the situation at that time, Developer and the ARC reserve the right to correct the situation and charge reasonable rates for any work done in addition to imposing the fines mentioned above.

## Construction Fencing

Owners are required to install a safety fence a minimum of 42" high around any open holes that will not be filled after that day's work, and around any existing trees or vegetation to be preserved. The purpose for this temporary fencing is to clearly identify any dangerous areas and to protect the native trees. It will be the Owner's responsibility to protect the vegetation selected for preservation. To avoid potential damage to trees, no parking or operating equipment within the dripline is allowed.

Orange mesh fencing should be properly staked in intervals not to exceed six (6) feet, and securely fastened with ties to re-bar. The safety fencing is to be installed on a minimum of four (4) by four (4) inch posts. The fencing must extend beyond the full spread of the tree's branches to reasonably ensure successful protection. Excavation in and around the protected trees must be done by hand to avoid damage to the roots. If any length of the construction fencing is removed or is damaged, it is to be replaced by the end of the day. The fencing may be removed when beginning the final exterior landscaping.

The requirements of this Section shall not replace any requirements set forth by the Occupational Safety and Health Administration or any other governing body. The requirements of this Section shall in no way limit Owner's liability for any damage caused on or to the lot or any property within Canopy Creek Community.

## Construction Trailers

No construction trailers (office, sales, or storage) are permitted, unless Developer provides, in Developer's sole and absolute discretion, a permitted area for the location of such construction trailers.

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## Damage

If, during any construction activity on a lot or at any time, any of the Common Areas are damaged or destroyed, including without limitation, any asphalt, paver stones, curbs, manholes, street lights, sidewalks, landscaping, irrigation, or street signs located thereon, the Owner of such lot shall be liable for all costs incurred in repairing or replacing such Common Area. The total costs thereof shall be assessed against the Owner as a special assessment, the lien for which may be foreclosed in the same manner as is provided for in the enforcement of the Homeowners' Association assessment liens as set forth in Article 11.6 of the Declaration. The ARC reserves the right to collect from Owners a security deposit against any such damages which might occur during the construction of a home.

## Drainage

Surface water runoff on lots must be controlled and maintained so as not to cause any ponding, erosion or unfavorable impact on adjacent Common Areas, lots, canals or waterways. Lots are required to drain toward the drainage system facilities provided by Developer and are required to meet all conditions of all applicable permits including, but not limited to, those issued by the NPDES, the South Florida Water Management District, the Florida Department of Environmental Protection, Corps of Engineers, and the County. No drainage is to run directly into the waterways.

## Dumpster

A twenty (20) cubic yard dumpster must be positioned on the lot prior to construction. The dumpster is not to be overfilled and is to be emptied without delay when full. Any spillage must be placed in the new dumpster immediately.

## Notice of Liability

At the discretion of Developer, Owner may be held monetarily accountable for damage, accidental or otherwise, to landscaping and development-related items including, but not limited to, infrastructure, appurtenances, (i.e. street lamps/poles, etc.) trees and irrigation systems. It is, therefore, recommended that Owners pay particular attention to those items to avoid damage and potential liability.

## Nuisances

During construction, other homes may be occupied. To respect homeowner privacy, do not allow construction workers, subcontractors, or materialmen to litter, play loud music, wander around completed homes, or bring alcoholic beverages into the project. Owner shall be required to collect all refuse daily. Parking, eating, working and napping are not permitted in preserve areas. The use of abutting homes' utilities is strictly prohibited. Should the ARC or Developer determine in their reasonable judgment that Owner has used such abutting homes' utilities, Developer or the ARC shall

# Development Guidelines

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retain a portion of the deposit attributed to such use. Please use your good judgment in order to maintain good relations with these residents.

## Parking

Parking for Owners, subcontractors and materialmen is limited to the designated construction parking areas unless otherwise approved by Developer. This request is made to reduce the damage to the streets, sidewalks, and driveways due to oil drips, mechanical equipment, trucks, cranes, and vehicles. Parking is not allowed in the Common Area in front of the lot because that will damage the sprinkler system in that area. At no time should anyone park in front of completed homes or on both sides of the street in a manner which blocks traffic.

## Pets, Friends, or Relatives

Purchasers/Owners, subcontractors and materialmen cannot bring pets, friends, children, or relatives into the Canopy Creek Community at any time.

## Portable Toilets

A portable toilet is required on each lot during construction and must be positioned in such a way that it is least offensive to Canopy Creek Community residents, guests, and customers. The cleaning truck should not be scheduled to clean out the portable toilet before 8:00 AM or after 6:00 PM. This will minimize the disturbance to our homeowners during the pumping cycle of the cleaning process.

## Private Roads

No lot or any part thereof shall be opened, dedicated or used as a street, road, thoroughfare, parking site, storage facility or staging site without obtaining the prior written consent of Developer.

## Responsibility

The Owner is responsible for the acts of all subcontractors, sub-subcontractors, laborers, materialmen, and others involved in the construction of improvements. Any infractions of these guidelines by any such subcontractor, sub-subcontractor, laborer, materialmen, or others will be deemed to have been made by the Owner.

## Signage

No names, signs, or job numbers of any kind can be installed on the site or painted by the Owner, architect, subcontractor or materialmen on the building under construction. The Owner may only install a sign in the space

# Development Guidelines

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provided on the plan/permit box. Plan boxes are to be of white plastic material with 4x4 posts and are to be installed plumb and level and must be in good condition.

## Storage of Equipment, Supplies and Materials

Upon approval by Developer, lots or Common Areas may be utilized as a temporary storage facility for earth moving equipment, trailers, vans, or other equipment or materials which have no planned immediate use. Materials and supplies delivered to the lot must be limited to the home under construction. Adjacent home sites are not to be disturbed or utilized for material storage. Construction materials are to be temporarily stored on-site in an orderly manner that will not interfere with pedestrian or roadway traffic.

## OWNER ACKNOWLEDGEMENTS

Owner acknowledges that Developer has created a quality community and that Developer will maintain high standards for aesthetic values when considering any Plans or applications, whether or not defined in this agreement, submitted by Owner for approval.

Owner acknowledges and understands that the development documentation contains restrictions regarding the construction improvements on the lot, including, but not limited to, review and approval by Developer or its designated agent of all proposed improvements. Detailed design guidelines and design review procedures are contained in rules adopted by Developer and the ARC and may be revised from time to time. Owner herein covenants and agrees to be bound by, and to comply with, all such rules. In addition, Owner acknowledges and understands that prior to construction, all proposed improvements must also be approved and permitted by the County.

Owner acknowledges that existing foliage will be cleared selectively, to the extent reasonable, retaining as much of the existing foliage as possible. Owner will be responsible for the installation and maintenance of the landscaping on the lot and adjacent right-of-way and areas between the property line of the lot and any abutting road or water's edge, unless it is maintained by the Homeowners' Association. All landscaping on the lot will conform to Developer's landscape palette within Canopy Creek Community.

Owner specifically covenants and agrees that a home may be constructed on a lot by a builder other than Developer and such builder must be presented to Developer for approval. Owner specifically covenants and agrees that Developer in no way represents by its approval the competence of the Owner's choice of builder, nor does Developer warrant the merchantability or habitability of the builder's work product.

# Development Guidelines

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Owner specifically covenants and agrees that Owner will observe, perform, and comply with each and every requirement contained in this document, both prior, and subsequent, to the closing of the purchase of a lot.

For purposes of enforcing all or any portion of this document, Developer will be deemed to be a third party beneficiary.

When the physical construction of any improvement starts, said construction shall be performed diligently and completed within a reasonable time. If for any reason a structure is not completed within the timeframes for construction, as determined by Developer or the ARC in accordance with these Guidelines, then Developer may declare Owner in default and exercise any and all remedies under any Purchase Agreement, any Builder Agreement or the Declaration. If Developer or the ARC delivers written notice to Owner of any undesirable condition on the lot or home, Owner shall have ten (10) days to remedy such condition. If no action is taken by Owner, Developer or the ARC may enter the lot or home to take such steps as are necessary to correct any undesirable condition. The Owner of the lot shall be liable for all costs incurred in such action and the total costs thereof will be a lien on the lot, which lien may be foreclosed in the same manner as is provided for the enforcement of the Homeowners' Association assessment liens as set forth in Article 11.6 of the Declaration.

## Design/Review Process

Owner agrees to comply with the Design Review Process as described herein.

## Review Rights

**Right to Approve** The ARC and Developer, in their sole and absolute discretion, will have the right to approve as submitted, approve subject to specific and required modifications, or reject any or all of the Plans and all other submittals.

**Aesthetic Approval Only** The approval, rejection and/or requirement of changes in the Owner's plans by the ARC or Developer and the location of all structures or alteration of any structure, will not be construed or interpreted as a representation or determination by the ARC or Developer that any building, plumbing, electrical code, or other applicable government regulation(s) or requirements(s) have or have not been properly met by the Owner. It is understood that the approval of the ARC relates only to the aesthetics of the improvements shown on the Plans, and not to their sufficiency or adequacy. The Owner will be responsible for obtaining all necessary technical data and for making prompt application to and obtaining the approval of the County, and any and all other appropriate government agencies prior to commencement of any work or construction of the improvements.



# Development Guidelines

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**Hold Harmless** Other than as set forth in this document, neither the ARC nor Developer will have any duty, responsibility, or liability to any Owner or to any other person whomsoever in respect to the exercise of its rights, or the failure to exercise its rights. The ARC and/or Developer may reject the Plans based on any grounds or reason whatsoever, including purely aesthetic grounds, in their sole and absolute discretion. Owner agrees to hold the ARC and Developer harmless from any actions, claims, damages, or costs arising from an ARC review of the Plans.

**Timetable Agreement** Owner agrees that the design review process is an essential part of these Guidelines and contains specific deadlines and terms governing the planning and design of the improvements on the lot and will survive the closing. The design review requirements may be included by Developer in Owner's deed.

**Protection of Property Values** Owner understands that the ARC's reservation of the right to approve or disprove any and all of the Plans (regardless of type and whether defined hereunder) is to preserve and protect property values in Canopy Creek Community in compliance with the Declaration. Further, the ARC's approval does not address or constitute a guaranty of the engineering or technical merits of the Plans, nor does it certify compliance with applicable building codes, water management, environmental, or fire safety requirements or other governmental regulations, but is intended solely for the ARC's and Developer's purposes.

**Final Construction Approvals** Owner will not apply for a Martin County building permit until the ARC and Developer have reviewed and approved the Plans. Owner will not commence construction of any improvements until all the Plans have been reviewed and approved by the ARC and Developer.

**Costs or Expenses:** In no event will Developer or the ARC be responsible for any costs or expenses incurred by Owner in complying, or attempting to comply, with the requirements of this document.

Owner acknowledges and agrees that, as a condition of the sale, the lot will be subject to these Guidelines.

# Development Guidelines

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## APPENDIX

### Canopy Creek Community

#### Owner Contact Form

-PLEASE PRINT-

BUILDER NAME: \_\_\_\_\_

CONTACT: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

MOBILE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

As the principal of this construction firm building in Canopy Creek Community, I accept and agree to be bound by the guidelines and conditions set forth in the attached Canopy Creek Community DEVELOPMENT GUIDELINES.

PRINCIPAL OF THE COMPANY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

# Development Guidelines

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## Canopy Creek Community

### Request for Design Review

Applicant:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Lot: \_\_\_\_\_

Model Home Name: \_\_\_\_\_

### Submitting the following for approval:

- Plans and Specifications; including:
- Site/Hardscape Plan
- Landscape Plan and Cost Estimate
- Floor Plans
- Exterior Elevations
- Pool and Screen Enclosure Plans
- Color and Material Specifications

# Development Guidelines

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Proposed Square Footage:

First Floor Air Conditioned \_\_\_\_\_

Second Floor Air Conditioned \_\_\_\_\_

Total Air Conditioned \_\_\_\_\_

Total Non-Air Conditioned \_\_\_\_\_

Total Under Roof \_\_\_\_\_

Height of Home: \_\_\_\_\_

Roof Pitch: \_\_\_\_\_

Materials

Color/Specifications

Banding/Trim Color \_\_\_\_\_

Columns \_\_\_\_\_

Door/Front \_\_\_\_\_

Doors/Garage \_\_\_\_\_

Driveway \_\_\_\_\_

Fascia \_\_\_\_\_

Lighting \_\_\_\_\_

Pool \_\_\_\_\_

Pool Patio/Deck \_\_\_\_\_

Railings \_\_\_\_\_

Roofing Material \_\_\_\_\_

Screen Frame/Fabric \_\_\_\_\_

Shutters \_\_\_\_\_

Soffit \_\_\_\_\_

Exterior Wall Color \_\_\_\_\_

Window Frames \_\_\_\_\_

Window Glass \_\_\_\_\_

# Development Guidelines

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Exhibit 'A' - Typical Lot Setbacks

# State of Florida



## Department of State

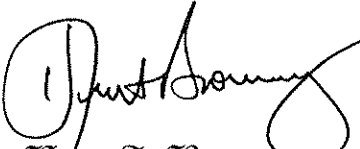
I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of CANOPY CREEK COMMUNITY ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is N06000008585.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twelfth day of December, 2008



CR2EO22 (01-07)

  
Kurt S. Browning  
Secretary of State

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ARTICLES OF INCORPORATION  
of  
TUSCAWILLA COMMUNITY ASSOCIATION, INC.

(A Florida Corporation Not for Profit)

FILED  
06 AUG 10 AM 9:49  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE I  
NAME

The name of this corporation shall be **Tusawilla Community Association, Inc.** (hereinafter referred to as the "Association").

ARTICLE II  
PRINCIPAL ADDRESS

The mailing and principal office address of the Association shall be 1601 Forum Place, Suite 805, West Palm Beach, FL 33401, Attn: Association President. The Association is NOT a condominium association under Chapter 718, Florida Statutes.

ARTICLE III  
DEFINITIONS

All terms that are used but not otherwise defined in these Articles of Incorporation shall have the meanings ascribed to such terms in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TUSCAWILLA, and any amendments or supplements thereto, to be recorded in the Public Records of Martin County, Florida (hereinafter referred to as the "Declaration").

ARTICLE IV  
PURPOSES

The purposes for which this Association is organized are to operate and manage the affairs and property of the Association, to perform all acts provided in the Declaration and applicable Florida laws, and administer the interests of the Association and the Owners. The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or any individual person, firm or corporation.

ARTICLE V  
POWERS

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

1. To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.

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2. To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and the Tuscawilla community.

3. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

4. To pay all operating costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

5. To do all acts and make all payments required by the Club Plan.

6. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration. Without limiting the foregoing, if Club Owner is ever willing to sell the Club, the Association may purchase the same without the joinder or consent of the Owners or any other person or entity.

7. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

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

9. To participate in mergers and consolidations with the other non-profit corporations as it determines and as provided in the Declaration.

10. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Tuscawilla, the Common Areas, Lots, and Units as provided in the Declaration, and to effectuate all of the purposes for which the Association is organized.

11. To have and to exercise any and all powers, rights and privileges which are not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

12. To employ personnel and retain independent contractors to contract for management of the Association, Tuscawilla, the Common Areas and the Club (if the Association shall ever be designated the Club Manager by the Club Owner in writing pursuant to the Club Plan) as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association.

13. To contract for services to be provided to, or for the benefit of, the Association, Club Owner, Owners, the Common Areas, Tuscawilla, and the Club as provided in the Declaration and Club Plan, such as, but not limited to, Telecommunications Services, maintenance,



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garbage pick-up, and utility services. The foregoing shall not be deemed to impose any obligation on the Association to provide such services.

14. To establish committees and delegate certain of its functions to those committees.

15. The obligation to operate and maintain the Surface Water Management System within Tusawilla (including, without limitation, all lakes, retention areas, culverts and related appurtenances, if any) in a manner consistent with the applicable SFWMD Permit requirements and applicable SFWMD rules, and to assist in the enforcement of the Declaration which relate to the Surface Water Management System. The Association shall be responsible for assessing and collecting assessments for the operation, maintenance, and if necessary, repairs of the Surface Water Management System within Tusawilla.

#### ARTICLE VI MEMBERS

The Members of the Association shall consist of Declarant (for as long as it owns a Lot or Unit in Tusawilla) and the record property Owners of all of the Lots and Units, in Tusawilla, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Membership shall be established effective immediately upon becoming an Owner; provided, however, that such new Member's rights shall not become effective until the new Member presents the Association with a recorded copy of the deed of conveyance or other muniment of title conveying the title to the Unit so conveyed, and such membership shall pass with title to the Lot or Unit in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Lot or Unit. Each and every Member shall be entitled to the benefits of membership and shall be bound to abide by the provisions of these Articles of Incorporation, the Declaration and the Bylaws of the Association, as amended from time to time.

#### ARTICLE VII CLASSES OF MEMBERS, VOTING AND ASSESSMENTS

A. The Association shall have two (2) classes of membership (Class A and Class B) as follows:

1. Class A Members shall be all those Owners as defined in Article V hereof with the exception of EF Minus S, LLC, a Florida limited liability company ("Declarant"). Prior to Turnover (as hereinafter defined), Class A Members shall have no voting rights, unless otherwise set forth in the Declaration or the Board of Directors requests the vote of the Members on any action. After Turnover, Class A Members shall be entitled to one (1) vote for each Lot or Unit owned in which they hold the interests required for membership by Article V hereof. Two Lots may be combined to form one Unit in accordance with the terms of the Declaration, in which event the Owner shall have a total of only one (1) vote for such Lot or Unit. When more than one person holds such interest or interests in any Lot or Unit, all of such persons shall be Members, and the vote for such Unit shall be exercised as they among themselves determine, but, in no event shall more than one vote be cast with respect to any such Lot or Unit. "Turnover" shall mean three (3) months after the date Ninety Percent (90%) of all Lots within Tusawilla have been sold and conveyed by Declarant (or its affiliates or assigns), or sooner at the sole election of Declarant, at which time the

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Class A Members shall be obligated to elect the Board of Directors (other than any Director entitled to be appointed by Declarant) and assume control of the Association.

2. Declarant shall be the only Class B Member. Declarant, as the Class B Member, shall be entitled to one (1) vote for each Lot or Unit which Declarant owns in Tuscahill. The Class B Membership shall cease and terminate when Declarant ceases to own any Lot or Unit in Tuscahill. Prior to Turnover, Declarant shall have the right to control the Association as provided in the Declaration. After Turnover, Declarant shall have the right to vote on any matter submitted to a vote of the Class A Members by the Board of Directors and on any other matter specifically set forth in these Articles of Incorporation, the Declaration or the Bylaws.

B. The Bylaws of the Association shall provide for an annual meeting of Members and may make provisions for regular and special meetings of Members other than the annual meeting. Unless a greater or lesser vote is specifically required according to these Articles of Incorporation or the Declaration, the affirmative vote of at least a majority of the votes entitled to be cast of the Members present or represented at any meeting of the Members duly called at which a quorum has been attained, shall be binding upon the Members. Prior to Turnover, a quorum shall be established by Declarant's presence, in person or by proxy at any meeting. After Turnover, a quorum for the transaction of business at any meeting of Members shall exist if thirty percent (30%) of the total number of votes entitled to be cast by the Members shall be present or represented at the meeting. Fractional voting is prohibited. There shall be no cumulative voting.

C. After Turnover, the Members shall be entitled to vote on the following matters: (i) any amendment to these Articles of Incorporation, in accordance with Article X of these Articles of Incorporation; (ii) the election of directors, in accordance with Article VIII of these Articles of Incorporation; (iii) the dissolution and liquidation of the Association, in accordance with Article XIV of these Articles of Incorporation; (iv) the amendment of the Declaration, where such amendment requires the consent of the Members pursuant to the terms of the Declaration; (v) the decision to commence or prosecute a judicial or administrative proceeding by the Association pursuant to the terms of the Declaration; and (vi) any other matter the Board of Directors elects to submit to a vote of the Members.

D. The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration.

#### ARTICLE VIII BOARD OF DIRECTORS

A. The affairs of the Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) members. The number of directors may be increased or decreased from time to time as the Board of Directors may determine; however, the number of directors shall not be less than three (3). Prior to Turnover, Directors need not be Members of the Association and need not be residents of Tuscahill; thereafter, Directors shall be Members of the Association (except for any Director who is appointed by Declarant).

B. Prior to Turnover, all Directors shall be appointed by Declarant. Prior to Turnover, Declarant shall have the right to remove any Director, with or without cause. All Directors may also be removed from office, with or without cause, whether before or after Turnover, by the vote or agreement in writing by a majority of all votes of the Members of the Association at a special

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meeting of the Members called for that purpose. The procedures for a removal by the Members shall be in accordance with Section 617.0808 of the Florida Statutes. Any Director appointed by Declarant shall serve at the pleasure of Declarant. Prior to Turnover, all vacancies in the Board of Directors shall be filled by a majority vote of the remaining Directors.

C. After Turnover, Directors shall be elected by the Members of the Association at the annual meeting of the membership as provided in the Bylaws of the Association, and the Bylaws may provide for the method of voting in the election of Directors. Election shall be by majority vote of the votes entitled to be cast by the Members at any meeting where a quorum is present or represented. Notwithstanding anything to the contrary herein, at any time that Declarant owns at least five percent (5%) of the Lots in Tuscawilla, Declarant shall have the right to appoint one Director. Directors elected by the Members shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office. After Turnover, all vacancies shall be filled by a majority vote of the remaining Directors; provided, however, that if the Director appointed by Declarant is removed or resigns from office, Declarant shall have the right to fill the vacancy created by the removal or resignation of such Director if Declarant has the right to appoint one Director at such time.

#### CORPORATE EXISTENCE

The Association shall have perpetual existence.

#### ARTICLE IX LIMITATIONS

A. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

B. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of the Declarant.

C. These Articles shall not be amended in a manner that conflicts with the Bylaws.

#### ARTICLE X AMENDMENT TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended in the following manner:

A. Prior to Turnover, these Articles of Incorporation may be amended by a majority vote of the Board of Directors. No amendment of these Articles of Incorporation prior to Turnover shall require the execution of any Owner or the owner of any liens on any affected Lots or Units.

B. After Turnover, these Articles of Incorporation shall be amended in the following manner:

1. The Board of Directors, by majority vote, shall adopt a resolution setting forth the proposed Amendment and direct that it be submitted to vote at a meeting of the Members.

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2. Notice of the subject matter of the proposed Amendment shall be included in the notice of any meeting (special or annual) at which such proposed Amendment is to be considered by the Members. Such notice shall set out in full the proposed amended article, section, subsection or paragraph of a subsection.

3. Such proposed Amendment shall be submitted to and approved by the Members at such meeting. Any number of Amendments may be submitted to the Members and voted upon at one meeting. The proposed Amendment shall be adopted upon receiving the affirmative vote of at least two-thirds (2/3) of the votes entitled to be cast by the Members present or represented at such meeting at which a quorum has been attained.

C. An amendment to these Articles of Incorporation may be made without a Members' meeting, without prior notice and without a vote of the Members if the action is taken by a written action of the Members entitled to vote having not less than the minimum number of votes necessary to authorize such action at a meeting at which all Members entitled to vote on such action were present.

D. Notwithstanding anything contained herein to the contrary, so long as Declarant owns at least one (1) Lot in Tusawilla, no amendment to these Articles of Incorporation affecting the rights or privileges of Declarant or its successors or assigns shall be effective without the prior written consent of Declarant (or its successors or assigns, as the case may be).

#### ARTICLE XI INCORPORATOR

The name of the Incorporator of this corporation is Cynthia C. Spall, Esq. whose mailing address is c/o Gunster, Yoakley & Stewart, P.A., 777 S. Flagler Drive, Suite 500 East, West Palm Beach, FL 33401.

#### ARTICLE XII INDEMNIFICATION OF OFFICERS AND DIRECTORS

Provided the person proposed to be indemnified satisfies the requisite standard of conduct for permissive indemnification by a corporation not for profit as set forth in the applicable provisions of the Florida Not For Profit Corporation Act, as the same may be amended from time to time, the Association shall indemnify its Officers and Directors, and may indemnify its employees and agents, to the fullest extent permitted by the provisions of such law, as the same may be amended and supplemented, from and against any and all of the expenses or liabilities incurred in defending a civil, criminal, administrative or investigative action, suit or proceeding (other than in an action, suit or proceeding brought by the Association upon authorization of the Board of Directors and Members) or other matters referred to in or covered by such provisions, including advancement of expenses prior to the final disposition of such proceedings and amounts paid in settlement of such proceedings, both as to actions in their official capacities and as to actions in any other capacity while an Officer, Director, employee or other agent. Expenses (including attorneys' fees) incurred by an Officer or Director in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Director or Officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized in this Article. Such expenses (including attorneys' fees) incurred by other

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employees and agent shall also be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate. The indemnification and advancement of expenses provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of Members or Directors or otherwise, both as to actions in their official capacity and as to actions in another capacity while holding such office. Such indemnification shall continue as to a person who has ceased to be a Director, Officer, employee or agent, and shall inure to the benefit of the heirs and personal and other legal representatives of such a person. Except as otherwise provided above, an adjudication of liability shall not affect the right to indemnification for those indemnified. This Article shall apply only to persons for whom the Association is authorized to provide indemnification under applicable law.

#### ARTICLE XIII

#### TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contact or transaction between the Association and one; (1) or more of its Directors or Officers or Declarant, or between the Association and any other corporation, partnership; association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

#### ARTICLE XIV

#### DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order:

1. Real property contributed to the Association without the receipt of other than nominal consideration by Declarant (or its successors in interest) shall be returned to Declarant (whether or not a Member at the time of such dissolution) unless it refuses to accept the conveyance (in whole or in part);

2. Dedication to applicable municipal or other governmental authority of such property (whether real, personal or mixed) as determined by the Board of Directors of the Association to be appropriate for dedication and which the authority is willing to accept; and

3. The remaining assets shall be distributed among the Members, as tenants in common, each Member's share of the assets to be determined in accordance with his or her voting rights.

B. Prior to Turnover, the dissolution may be authorized by the Board of Directors, by a majority vote of the Directors then in office. After Turnover, the Board of Directors must adopt a resolution recommending that the Association be dissolved and directing that the question of such

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dissolution be submitted to a vote at a meeting of the Members entitled to vote thereon (unless the Board of Directors determines that because of a conflict of interest or other substantial reason it should not make any recommendation). Written notice stating the purpose, or one of the purposes, of such meeting is to consider the advisability of dissolving the Association must be given to each Member entitled to vote at such meeting in accordance with the terms of these Articles of Incorporation. A resolution to dissolve the Association shall be adopted by receiving at least two-thirds (2/3) of the votes that Members present or represented at such meeting are entitled to cast.

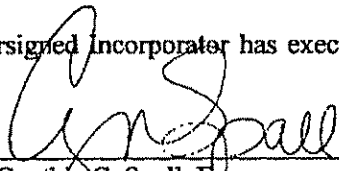
ARTICLE XV  
DECLARATION

In the event of any conflict between the provisions of these Articles of Incorporation and the provisions of the Declaration, the provisions of the Declaration shall prevail.

ARTICLE XVI  
DESIGNATION OF REGISTERED AGENT

GY Corporate Services, Inc. is hereby designated as the Association's Registered Agent for service of process within the State of Florida, and its street address is 777 S. Flagler Drive, Suite 500 East, West Palm Beach, FL 33401.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 7<sup>th</sup> day of August, 2006.

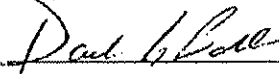
  
\_\_\_\_\_  
Cynthia C. Spall, Esq.  
Incorporator

06 AUG 10 AM 9:49  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CONSENT OF REGISTERED AGENT

GY Corporate Services, Inc., whose street address is 777 S. Flagler Drive, Suite 500 East, West Palm Beach, FL 33401, hereby consents to its designation as Registered Agent in the foregoing Articles of Incorporation, and states that it is familiar with, and accepts, the obligations of that position as provided for in Section 617.0501, Florida Statutes.

GY Corporate Services, Inc., a Florida corporation

By:   
\_\_\_\_\_

Print Name: David Bates

Title: Vice President

F.I.L.E.D.  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
H08000000259 3

2008 JAN -2 AM 9: 27

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
TUSCAWILLA COMMUNITY ASSOCIATION, INC.  
(a Florida not for profit corporation)**

N06000008585

*Pursuant to the provisions of Section 617.1006, Florida Statutes, this Florida non-profit corporation adopts the following Articles of Amendment to its Articles of Incorporation:*

**FIRST:** Amendment adopted: Article I is being amended in its entirety so that it will now read:

**"ARTICLE I  
NAME**

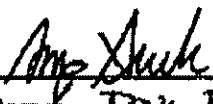
The name of this corporation shall be **Canopy Creek Community Association, Inc.**, (hereinafter referred to as the "Association")."

**SECOND:** Amendment adopted: All references in the Articles of Incorporation to "Tusawilla" shall be replaced with references to "Canopy Creek".

**THIRD:** There are currently no members of the corporation entitled to vote on this amendment. The date of the amendment's adoption by the Board of Directors was November 26, 2007.

Signed this 26<sup>th</sup> day of November, 2007.

**TUSCAWILLA COMMUNITY ASSOCIATION, INC.**

By:   
Print Name: DOUG BANK  
Title: PRESIDENT

H08000000259 3



INSTR # 2053161  
 OR BK 02294 PG 1415  
 Pgs 1415 - 1417 (3 pgs)  
 RECORDED 11/30/2007 03:50:46 PM  
 MARSHA EWING  
 CLERK OF MARTIN COUNTY FLORIDA  
 RECORDED BY S Phoenix

Prepared by :  
 Tyrone T. Bongard, Esq.  
 Gunster, Yoakley & Stewart, P.A.  
 Phillips Point  
 777 South Flagler Drive, Suite 500  
 West Palm Beach, Florida 33401

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS FOR TUSCAWILLA**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscawilla ("**Amendment**") is made by KC Canopy Creek LLC, a Delaware limited liability company ("**Declarant**") as of the 26<sup>th</sup> day of November, 2007.

**WITNESSETH:**

**WHEREAS**, EF Minus S, LLC, a Florida limited liability company ("**Original Declarant**"), recorded that certain Declaration of Covenants, Conditions and Restrictions for Tuscawilla ("**Declaration**"), on October 12, 2006, in Official Records Book 2187, Page 2722, of the Public Records of Martin County, Florida;

**WHEREAS**, Declarant is the successor by merger with Original Declarant, and Declarant has been assigned and has assumed all of Original Declarant's rights and responsibilities as "Declarant" under the Declaration; and

**WHEREAS**, Declarant, pursuant to Declarant's right to amend the Declaration in Section 14.7 of the Declaration, desires to amend the Declaration.

**NOW, THEREFORE**, in consideration of the foregoing, Declarant hereby amends the Declaration as set forth below.

1. **Recitals; Defined Terms.** The foregoing recitals are true and correct and are incorporated herein by this reference. Unless otherwise defined herein, all initially capitalized terms shall have the meanings set forth in the Declaration.
2. **Amendment.** The Declaration is hereby amended as follows: All references to "Tuscawilla" in the Declaration, including the title thereof, shall be deleted and replaced with "Canopy Creek," except for Section 1.1.35, Exhibit "A", and any reference to Tuscawilla Acquisition Subsidiary, LLC.
3. **Amendment.** Section 1.1.33 of the Declaration is hereby deleted and replaced with the following:

"Declarant" shall mean and refer to KC Canopy Creek LLC, a Delaware limited liability company, or any such corporation, partnership, limited liability company or other entity which is specifically assigned the rights of the "Declarant" under this Declaration."

Return To:

Gunster, Yoakley & Stewart, P.A.  
 800 S.E. Monterey Commons Boulevard  
 Suite 200  
 Stuart, Florida 34996  
 CH Box # 40                      VWR

WPB 903299.2



4. **Natural Gas Agreement.** The Declaration is hereby amended by adding thereto a new Section 12.5, as follows:

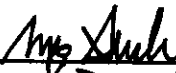

"12.5 Natural Gas Agreement; Gas Appliances. The Property is subject to that certain Developer Agreement by and between Declarant and Florida Public Utilities Company, a Florida corporation ("Natural Gas Company"), as may be subsequently amended (the "Natural Gas Agreement"), which Natural Gas Agreement gives Natural Gas Company the exclusive right to provide propane gas and/or natural gas within the Property. Pursuant to the Natural Gas Agreement, each Unit must have installed therein (i) a conventional gas water heater of not less than 75 gallons or a large gas tankless water heater, (ii) a gas range or cooktop, and (iii) a gas clothes dryer. Each Unit Owner must also establish an account with Gas Company, its successors or assigns, for supply of gas consumed within the Unit. The Gas Distribution System and External Piping (as such terms are defined in the Natural Gas Agreement) within the Property shall remain the exclusive property of Gas Company, and shall be maintained by Gas Company at its sole cost and expense. The Internal Piping (as such term is defined in the Natural Gas Agreement) shall be the exclusive property of the Owner of the applicable Unit, and such Internal Piping shall be maintained by such Unit Owner at its sole cost and expense. Further, except as otherwise provided by applicable law, the Association must establish a gas account with Gas Company and shall be solely liable for payment for any gas used at any location within the Property that the Association owns or for which it is responsible. Pursuant to the Natural Gas Agreement, propane gas may initially used within the Property but may be switched to natural gas as determined by Natural Gas Company pursuant to the Natural Gas Agreement."

5. **No Other Changes.** Except as expressly modified herein, all other provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

6. **Effective Date.** This Amendment shall become effective upon its recording in the Public Records of Martin County, Florida.


**IN WITNESS WHEREOF,** Declarant has caused this instrument to be executed by its duly authorized officer in its name the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
Name: Doug Beck  
  
Name: M. CHAEL WILBER

KC Canopy Creek LLC, a  
a Delaware limited liability company

By: Kolter Homes Division LLC, a  
Delaware limited liability company,  
Sole Member

By:   
Print Name: Joseph Pease  
Title: Vice President


STATE OF FLORIDA  
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of November, 2007, by Joseph Pease, the Vice President of Kolter Homes Division LLC, a Delaware limited liability company, which is sole member of KC Canopy Creek LLC, a Delaware limited liability company, on behalf of said entity. The above-named individual is personally known to me.



(Notarial Seal)

Linda Mantilla  
Print Name: Linda Mantilla  
NOTARY PUBLIC - STATE OF FLORIDA  
Commission Number: DD 364766  
My commission expires: October 20, 2008

  
INSTR # 2077463  
OR BK 02321 PG 0221  
Pgs 0221 - 2247 (4pgs)  
RECORDED 04/10/2008 11:00:24 AM  
MARSHA EWING  
CLERK OF MARTIN COUNTY FLORIDA  
RECORDED BY K Wintercorn

PREPARED BY:  
Prepared by:  
Cynthia C. Spall, Esq.  
Gunster, Yoakley & Stewart, P.A.  
777 South Flagler Drive  
Suite 500E  
West Palm Beach, FL 33401  
RETURN TO:  
Gunster, Yoakley & Stewart P.A.  
800 SE Monterey Commons Blvd.  
S-200  
Stuart, FL 34996 - ATTN: VWR  
C.H. Box 40

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR TUSCAWILLA**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscawilla ("Second Amendment") is made by **KC CANOPY CREEK LLC, a Delaware limited liability company ("Declarant")**, successor by merger with EF Minus S, L.L.C., a Florida limited liability company, as of the 8<sup>th</sup> day of April, 2008.

**WITNESSETH:**

**WHEREAS**, EF MINUS S, L.L.C., a Florida limited liability company, as original declarant (referred to herein as the "Original Declarant"), filed in the Public Records of Martin County, Florida, on October 12, 2006, in Official Records Book 2187, page 2722, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TUSCAWILLA dated August 2, 2006 (the "Declaration"); and

**WHEREAS**, Declarant is the successor by merger with Original Declarant, and Declarant has been assigned and has assumed all of Original Declarant's rights and responsibilities as "Declarant" under the Declaration; and

**WHEREAS**, the Declaration has been amended pursuant to First Amendment to Declaration of Covenants, Conditions and Restrictions recorded November 30, 2007, in Official Records Book 2294, at page 1415, of the Public Records of Martin County, Florida (the "First Amendment"), and further reference in this Second Amendment to the Declaration shall mean the Declaration as amended by said First Amendment; and

**WHEREAS**, the following described lots, to-wit:

Lots 67, 68, 75, 89 and 90, TUSCAWILLA PUD, according to the Plat thereof, as recorded in Plat Book 16, at Page 39, of the Public Records of Martin County, Florida.

("the Lots"), were not intended to be subject to certain provisions in the Declaration; and

**WHEREAS**, this Second Amendment has been duly authorized in accordance with Subsection 14.7 of the Declaration.

**NOW THEREFORE**, in consideration of the premises stated above, Declarant, joined by the Association, does hereby amend the Declaration as follows:

1. The recitals set forth in the preamble to this Second Amendment are hereby certified as being true and correct and any capitalized terms in this Second Amendment that are not defined herein shall have the meaning ascribed to them in the Declaration.

2. Declarant hereby appoints M TRACK, LLC, a Florida limited liability company and its successors and assigns, as one of its nominees under Section 12.2.15 of the Declaration.

3. Anything in the Declaration to the contrary notwithstanding, the Lots shall not be subject to Article XII of the Declaration except the Lots shall be subject to Sections 12.2.6 and 12.2.9. The Lots shall however, be subject to all restrictions as may be required by (i) any zoning or site approval applicable to the Lots; (ii) any permit restriction in any permit applicable to the Lots; and (iii) the rights of the Association to access and maintain any common areas or easements dedicated to the Association on the plat of Tuscawilla PUD.

4. In all other respects the terms and conditions of the Declaration are hereby ratified and confirmed.

**IN WITNESS WHEREOF**, a duly authorized Manager of the undersigned Declarant has executed this Second Amendment to Declaration of Covenants, Conditions and Restriction under seal, as of the day and year first above written.

**[NO FURTHER TEXT THIS PAGE  
SIGNATURES AND ACKNOWLEDGMENT APPEAR ON FOLLOWING PAGES]**





Prepared by and Return to:  
Tyrone T. Bongard, Esq.  
Gunster, Yoakley & Stewart, P.A.  
777 S. Flagler Drive, Suite 500  
West Palm Beach, FL 33401  
Will Call Box 40

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CANOPY CREEK  
(F/K/A TUSCAWILLA)**

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for Canopy Creek (f/k/a Tuscawilla) ("Third Amendment") is made by **KC CANOPY CREEK LLC, a Delaware limited liability company** ("Declarant"), successor by merger with EF Minus S, L.L.C., a Florida limited liability company, as of the 14 day of March, 2015.

**WITNESSETH:**

**WHEREAS**, EF MINUS S, L.L.C., a Florida limited liability company, as original declarant (referred to herein as the "Original Declarant"), filed in the Public Records of Martin County, Florida, on October 12, 2006, in Official Records Book 2187, Page 2722, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TUSCAWILLA dated August 2, 2006 (the "Declaration"); and

**WHEREAS**, Declarant is the successor by merger with Original Declarant, and Declarant has been assigned and has assumed all of Original Declarant's rights and responsibilities as "Declarant" under the Declaration; and

**WHEREAS**, the Declaration has been amended pursuant to a First Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscawilla recorded November 30, 2007, in Official Records Book 2294, at page 1415, of the Public Records of Martin County, Florida (the "First Amendment"), and a Second Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscawilla recorded April 10, 2008, in Official Records Book 2321, at page 221, of the Public Records of Martin County, Florida (the "Second Amendment"), and all further references in this Third Amendment to the Declaration shall mean the Declaration as amended by said First Amendment and Second Amendment; and

**WHEREAS**, the name of the Property and the residential community has been changed from Tuscawilla to Canopy Creek; and

**WHEREAS**, the Declaration states that each Unit Owner and the Association will be bound by and comply with the Club Plan; and

**WHEREAS**, the Declarant desires to amend the Declaration to reflect the change of the name of the community to Canopy Creek, and set forth additional information regarding the Club Plan and the privileges and obligations of Owners with respect to the Club Facilities; and

**WHEREAS**, this Third Amendment has been duly authorized in accordance with Subsection 14.7 of the Declaration.

**NOW THEREFORE**, in consideration of the premises stated above, Declarant, joined by the Club Owner and the Association, does hereby amend the Declaration as follows:

1. Recitals; Defined Terms. The recitals set forth in the preamble to this Third Amendment are hereby certified as being true and correct. All capitalized terms in this Third Amendment that are not defined herein shall have the meaning ascribed to them in the Declaration or in the Club Plan.

2. Name of Community and Club. All references in the Declaration to the Property or the Community as "Tusawilla" shall be deemed to mean and refer to "Canopy Creek". All references in the Declaration to the Club as "Tusawilla Club" shall be deemed to mean and refer to "Canopy Creek Club".

3. Definitions. The definition of "Club" in Section 1.1.15 of the Declaration is hereby amended to mean Canopy Creek Club and the Club Facilities, the use of which is provided for the Members of the Association in accordance with and subject to the provisions of the Club Plan. The definition of "Club Plan" in Section 1.1.23 of the Declaration is hereby amended to mean the Canopy Creek Club Plan dated March 19, 2015 and all amendments thereof.

4. Excluded Lots. The five (5) lots described on Exhibit "A" attached hereto and made a part hereof (collectively, the "Excluded Lots") are subject to the Declaration, but are not subject to the terms and conditions of the Club Plan and Owners of the Excluded Lots (collectively, the "Excluded Owners") are not required to acquire a Club Membership or pay any Club Dues or Club Expenses.

5. Use of Club Facilities. Section 14.25 of the Declaration is hereby deleted in its entirety and replaced with the following:

14.25 Use of Club Facilities and Club Plan. Each Owner and his or her Immediate Family Members shall have the non-exclusive rights and privileges to use the Club Facilities, in accordance with the terms of the Club Plan. If a Unit is owned by a corporation, trust or other legal entity, or is owned by more than one (1) family, then the Owner(s) collectively shall designate the one (1) person residing in the Unit who will be the Member of the Club with respect to such Unit. The Association and each Unit Owner, where applicable, shall be bound by and comply with the Club Plan, which is incorporated herein by reference. This Declaration is subordinate and inferior to the Club Plan. In the event of any conflict between the Club Plan and this Declaration, the Club



Plan shall control. Notwithstanding anything to the contrary herein, neither Club Owner, the Club Facilities, nor the Club Property shall be subject to this Declaration, except as otherwise expressly provided herein.

- a. Exceptions. A Lender or its affiliate that acquires title to a Unit as a result of foreclosing a mortgage on such Unit, or taking a deed in lieu of foreclosure for such Unit, shall be subject to the requirement of becoming a Member of the Club and complying with this Section 14.25, including without limitation, the obligation to pay Club Dues but only to the extent first arising and coming due after the date that such Lender or its affiliate acquires title to a Unit through foreclosure or a deed in lieu of foreclosure; provided, however, a Lender or its affiliate that acquires title to a Lot as a result of foreclosing a mortgage on such Lot, or taking a deed in lieu of foreclosure for such Lot, shall only be required to pay Club Expenses and shall not be required to pay any Club Membership Fees. The purchaser of a Unit from such a Lender or its affiliate, where the selling Lender or its affiliate has acquired title to a Unit as a result of foreclosing a mortgage on a Unit, or deed in lieu of foreclosure, shall be subject to the requirement of becoming a Member of the Club and complying with this Section 14.25; provided, however, such purchaser shall have no liability for any Club Dues arising or coming due prior to the date that such Lender or its affiliate acquired title to the Unit through foreclosure or a deed in lieu of foreclosure. If the Association acquires title to a Unit as a result of foreclosing a lien or deed in lieu of foreclosure, the Association shall not be subject to the requirement of becoming a Member of the Club; provided, however, the purchaser of a Unit from the Association shall be subject to the requirement of becoming a Member of the Club in compliance with this Section 14.25. A purchaser who acquires title to a Unit at a duly advertised public sale conducted by the clerk of the court, sheriff, or county tax collector, with open bidding provided by law (e.g. executed sale, foreclosure sale, judicial sale, or tax sale), shall be subject to the requirement of becoming a Member of the Club and complying with this Section 14.25.
- b. Criteria. The criteria for Club Membership for persons under contract to purchase a Unit shall be ministerial only: *i.e.*, limited to: (i) providing requisite information as may be reasonably required for Club records; (ii) filling out a Club Membership application; and (iii) payment of the necessary sums as may be required by the Club Plan from time to time for the Club Membership.
- c. No Assessment. Notwithstanding any term in this Declaration which may be to the contrary, the financial obligations of Club Membership and other obligations of Owners to the Club as provided for in this Declaration and the Club Plan shall not be an Assessment of the Association against any Lot or Unit under this Declaration.
- d. Lien. The obligation of each Owner or Builder to pay Club Dues, Special Use Fees, and all other amounts owed to Club Owner as described in the Club Plan shall be secured by a continuing lien in favor of Club Owner encumbering each

Unit and all personal property located thereon owned by the Owner or Builder. The lien may be foreclosed in the same manner as a mortgage. Additional terms concerning such lien are set forth in the Club Plan.

- e. Certificate of Compliance. No deed or other instrument purporting to transfer an interest in, or title to, a residential Lot or Unit shall be effective unless Club Owner shall certify that the financial obligations and any other obligations of the Owner of the residential Lot or Unit regarding Membership in the Club under the Declaration and the Club Plan are current, including but not limited to all dues and fees owed to the Club. A Certificate of Compliance by the Club Owner under this Section shall be effective only upon its recordation in the Public Records of Martin County, Florida, executed by the Club Owner and certifying compliance of the residential Lot or Unit as herein provided.

6. Restriction on Encumbrance or Amendment. Regions Bank, an Alabama banking corporation ("Regions Bank") has made a loan to Declarant secured by a Mortgage, Assignment of Rents and Security Agreement by Declarant in favor of Lender recorded in Official Records Book 2767, Page 343 of the Public Records of Martin County, Florida (the "Regions Bank Mortgage") and evidenced and secured by other related loan documents dated February 13, 2015 (the "Regions Bank Loan"). Declarant and Club Owner agree that as long as the Regions Bank Loan is outstanding and until the Regions Bank Mortgage has been satisfied as evidenced by the recordation of a Satisfaction of Mortgage in the Public Records of Martin County, Florida: (i) the Club Property and Club Facilities shall not be encumbered by any mortgage, or any other lien or encumbrance, without the prior written consent of Regions Bank, and (ii) the Club Plan shall not be modified, amended or terminated in a manner that is materially adverse to Regions Bank, without the prior written consent of Regions Bank, not to be unreasonably withheld, conditioned or delayed.

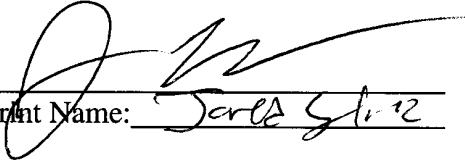
7. Full Force and Effect. In all other respects the terms and conditions of the Declaration are hereby ratified and confirmed.

**[NO FURTHER TEXT THIS PAGE  
SIGNATURES AND ACKNOWLEDGMENT APPEAR ON FOLLOWING PAGES]**



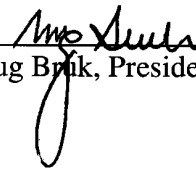
**JOINDER OF ASSOCIATION**

CANOPY CREEK COMMUNITY ASSOCIATION, INC., formerly known as Tusawilla Community Association, Inc., a Florida not-for-profit corporation, hereby joins in this Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Canopy Creek (formerly known as Tusawilla), for the sole purpose of agreeing to perform its obligations as contained herein.

  
Print Name: Paula Garcia

  
Print Name: Peter Wilson

**CANOPY CREEK COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, formerly known as TUSCAWILLA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation**

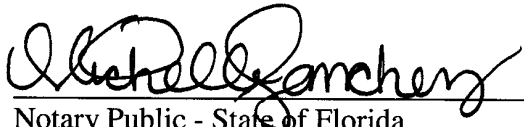
By:   
Doug Bruk, President

STATE OF FLORIDA                    )  
  )ss  
COUNTY OF PALM BEACH        )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of March, 2015, by Doug Bruk, as President of **CANOPY CREEK COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, formerly known as TUSCAWILLA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation**, on behalf of said not-for-profit corporation. The above-named individual [] is personally known to me or [ ] has produced the following as identification \_\_\_\_\_.



(Notarial Seal)

  
Notary Public - State of Florida  
Print Name: Michelle Sanchez  
Commission Number: FF058832  
My commission expires: 9-30-17

**JOINDER OF CLUB OWNER**

CANOPY CREEK CLUB, LLC, a Florida limited liability company, hereby joins in this Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Canopy Creek (formerly known as Tuscawilla), for the sole purpose of acknowledging and agreeing to all of the provisions in the Declaration relating to the Club Property and Club Facilities.

[Signature]  
Print Name: [Signature]

**CANOPY CREEK CLUB, LLC, a  
Florida limited liability company**

By: The Kolter Group LLC, a Florida limited liability company

[Signature]  
Print Name: Giselle Alarcon

By: [Signature]  
Howard Erbstein, Manager

STATE OF FLORIDA                    )  
  )ss  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me this \_\_\_ day of March, 2015, by Howard Erbstein, as Manager of The Kolter Group LLC, a Florida limited liability company, which is Manager of CANOPY CREEK CLUB, LLC, a Florida limited liability company, on behalf of said limited liability company. The above-named individual  is personally known to me or  has produced the following as identification \_\_\_\_\_.




[Signature]  
Notary Public - State of Florida  
Print Name: Michelle Sanchez  
Commission Number: FF058832  
My commission expires: 9-30-17

(Notarial Seal)

**EXHIBIT "A"**  
**EXCLUDED LOTS**

Lots 67, 68, 75, 89 & 90, of TUSCAWILLA PUD, according to the Plat thereof, as recorded in Plat Book 16, Page 39 of the Public Records of Martin County, Florida.

  
INSTR # 2502363  
OR BK 2769 PG 2672  
(3 Pgs)  
RECORDED 03/04/2015 03:57:14 PM  
CAROLYN TIMMANN  
MARTIN COUNTY CLERK  
DEED DOC TAX \$0.70

PREPARED BY AND RETURN TO:  
Tyrone T. Bongard, Esq. *C.H. Box 40*  
Gunster, Yoakley & Stewart, P.A.  
777 S. Flagler Drive, Suite 500  
West Palm Beach, Florida 33401

Parcel I.D. No.'s: 10-38-40-001-000-00001-0  
10-38-40-001-000-00002-0  
10-38-40-001-000-00003-0  
10-38-40-001-000-00004-0  
10-38-40-001-000-00005-0  
10-38-40-001-000-00006-0  
10-38-40-001-000-00007-0  
10-38-40-001-000-00008-0  
10-38-40-001-000-00009-0

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED is executed this *26<sup>th</sup>* day of February, 2015, between **KC CANOPY CREEK LLC, a Delaware limited liability company**, formerly known as Tuscawilla Acquisition Subsidiary LLC, a Delaware limited liability company, successor by merger with EF Minus S, L.L.C., a Florida limited liability company ("Grantor"), whose post office address is 701 S. Olive Avenue, Suite 104, West Palm Beach, FL 33401, and **CANOPY CREEK COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation**, formerly known as Tuscawilla Community Association, Inc., a Florida not for profit corporation ("Grantee"), whose post office address is c/o Cambell Property Management, 401 Maplewood Drive, Suite 23, Jupiter, FL 33458.

WITNESSETH:

The Grantor hereby remises, releases and quit-claims unto the Grantee, and to its legal representatives, successors and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to that certain real property (the "Property") situated in Martin County, Florida, and more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

TOGETHER with all and singular the tenements, hereditaments and appurtenances belong to or in anywise appertaining to the Property.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behalf of the Grantee forever.

**NOTE TO CLERK: THIS CONVEYANCE OF UNENCUMBERED REAL PROPERTY WAS MADE FOR NO CONSIDERATION AND IS THEREFORE EXEMPT FROM DOCUMENTARY STAMP TAX PURSUANT TO F.A.C. §12B-4.014(2)(a).**





**EXHIBIT "A"**

Tract R; Tracts B-1 through B-13, inclusive; Tracts P-1 through P-8, inclusive; Tracts UPTB-1 through UPTB-16, inclusive; Tracts SPZ-1 through SPZ-12, inclusive; Tracts BC-1 through BC-6, inclusive; Tracts W-1 through W-27, inclusive; Tract W-10B; Tract O-1; Tract O-2, and Tracts L-1 through L-8, inclusive, of TUSCAWILLA PUD, according to the Plat thereof, as recorded in Plat Book 16, Page 39 of the Public Records of Martin County, Florida, **less and except** that portion of Tract B-9 (the "Less and Except Parcel") more particularly described as follows:

**Less and Except Parcel:** A portion of Tract B-9, a 50.00 foot wide strip of land lying in Section 11, Township 38 South, Range 40 East, according to the Plat of Tuscawilla PUD, as recorded in Plat Book 16, Page 39, Public Records of Martin County, Florida, said portion of Tract B-9 being more particularly described as follows: That portion of Tract B-9 being the southerly 50 feet of said Section 11, Township 38 South, Range 40 East, bounded on the West by the Easterly Right-of-way Line of SW Citrus Boulevard (a 180 foot wide right-of-way), said Easterly Right-of-way Line lying 121.18 feet Easterly of the West Line of said Section 11 and bounded on the Easterly side by the Westerly Right-of-way of the Florida's Turnpike (a 300 foot wide Right-of-way).