

thereof. Any increase in the Association budget relative to water/sewer charges shall not be subject to the 15% maximum increase referenced in Article VIII, Section 5 hereof.

ARTICLE X SURFACE WATER

Section 1. Surface Water. The Association shall control and maintain all storm water and surface water systems within the Submitted Property.

(a) The Association shall maintain, as part of the Common Area, drainage structures for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (hereafter, "SWFWMD" or the "District") for the Surface Water Management System. The Association, shall, when requested by Declarant, accept transfer of the SWFWMD permit for the development. The conditions may include monitoring and record keeping schedules, and maintenance. The Association is responsible for maintenance, repair and replacement of the Common Area and Surface Water Management System in perpetuity. Notwithstanding any other provisions of this Declaration to the contrary, the Association shall allocate sufficient funds in its annual budget for monitoring and maintenance of the wetland mitigation areas, if any, each year until the District determines that the mitigation area(s) is successful in accordance with the Environmental Resource Permit for the Submitted Property.

(b) The Association shall maintain, as part of the Common Area, any areas designated on the Submitted Property as mitigation areas for wetlands. The Association shall comply with any and all applicable permit conditions for such areas, including monitoring and maintenance of wetland vegetation, and the replanting of wetland vegetation to meet required survival rates. To the extent that SWFWMD requires signage in or near preservation areas, the Association shall maintain these as part of the Common Area. The Association shall comply with all governmental regulations including, but not limited to, those of SWFWMD. The Association acknowledges and agrees that the District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System.

(c) It shall be the responsibility of each property Owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD, all other governmental

regulations. All Owners shall be responsible for maintaining designed flow paths for side and rear drainage as shown in the permitted plans. If the constructed flow path is disturbed or modified, the Association has the authority to enter the Lot and reconstruct the intended flow pattern and assess the Lot Owner for the expense.

(d) It is the Lot Owner's responsibility not to remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners should address any question regarding authorized activities within the wet detention pond to SWFWMD. Existing and mature native shrubs in any conservation buffer zone associated with a wetland and landward of any lake or pond shall be maintained by the Owner. Any removal or trimming of such vegetation is subject to the prior approval of SWFWMD.

(e) Lot Owners are notified that the Submitted Property is subject to the requirements of a permit issued by the Southwest Florida Water Management District. In addition, the Owner is required to obtain a Surface Water Management Permit in accordance with Chapter 40D-4, F.A.C. from SWFWMD prior to initiating any construction or alteration of a Surface Water Management System on the Submitted Property. The Declarant may assign to the Association, at any time, including after turnover, any SWFWMD permits relating to the Submitted Property and the Association shall be required to accept such assignment.

(f) Declarant hereby reserves an easement across the Common Area and all Lots for the installation, maintenance and use of cable television distribution facilities and lines. This easement may be transferred in whole or in part to any franchised cable television operator.

(g) No Owner of property within the subdivision may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the permit approved for Panther Trace and the recorded Plat, unless prior approval is received from the Southwest Florida Water Management District Brooksville Regulation Department.

ARTICLE XI LIABILITY

NEITHER DECLARANT, MCINTURF, THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING