

PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman
Carlton Fields, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
(813) 223-7000

Space above reserved for Clerk's office

DECLARATION OF COVENANTS AND RESTRICTIONS FOR CALUSA COUNTRY CLUB

<u>TABLE OF CONTENTS</u>	<u>Page</u>
ARTICLE 1: DEFINITIONS.....	1
ARTICLE 2: PROPERTY SUBJECT TO THIS DECLARATION; GENERAL PLAN OF DEVELOPMENT.....	7
ARTICLE 3: GRASS AREAS, LANDSCAPING, TREES AND PLANTS; CONSERVATION AREAS, WETLANDS AND UPLAND BUFFERS.....	8
ARTICLE 4: COMMON PROPERTY.....	10
ARTICLE 5: NON-RESIDENTIAL ACTIVITIES.....	13
ARTICLE 6: USE AND ARCHITECTURAL RESTRICTIONS.....	15
ARTICLE 7: EASEMENTS.....	29
ARTICLE 8: ARCHITECTURAL CONTROL.....	34
ARTICLE 9: MAINTENANCE BY THE ASSOCIATION; IRRIGATION.....	38
ARTICLE 10: MAINTENANCE BY OWNERS, SUBDIVISION ASSOCIATIONS AND THE ASSOCIATION.....	41
ARTICLE 11: SURFACE WATER DRAINAGE AND MANAGEMENT SYSTEM.....	43
ARTICLE 12: ADDITIONS TO OR DELETIONS FROM PROPERTY.....	44
ARTICLE 13: MEMBERSHIP AND VOTING RIGHTS.....	46
ARTICLE 14: TRANSFER OF CONTROL OF THE ASSOCIATION.....	46
ARTICLE 15: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.....	47
ARTICLE 16: COVENANT FOR ASSESSMENTS; CAPITAL CONTRIBUTIONS.....	50
ARTICLE 17: MISCELLANEOUS PROVISIONS RESPECTING MORTGAGEES.....	56
ARTICLE 18: DAMAGE, DESTRUCTION AND RESTORATION OF COMMON PROPERTY.....	58
ARTICLE 19: CONDEMNATION.....	59
ARTICLE 20: TERMINATION OF THE DECLARATION.....	59
ARTICLE 21: DECLARANT'S RIGHTS.....	59
ARTICLE 22: AMENDMENTS.....	61
ARTICLE 23: STEWARDSHIP DISTRICT.....	62
ARTICLE 24: GENERAL PROVISIONS.....	64

NOTICE: As provided in Section 24.4 of this Declaration, each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the deed of conveyance of the Lot, Unit or Parcel to a third party shall specifically state that the Lot, Unit or Parcel is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Lots, Units and Parcels.

INDEX OF EXHIBITS

- A - Legal Description of the Property
- B - Description of the Common Property
- C - Articles of Incorporation of the Association
- D - By-Laws of the Association
- E - Types of Assessments and Basis for Calculation
- F - Approved Concept of Signage under Section 6.25.2
- G - Proposed Estimated 10 year Budget (required by Manatee County)
- H - Notice to Buyers (required by Manatee County)
- I - Right of Entry and Compliance with Manatee County Land Development Code (required by Manatee County)
- J - Listing of Holdings for the Calusa Country Club Master Association, Inc. (required by Manatee County)
- K - Calusa Country Club Maintenance Program (required by Manatee County)

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR CALUSA COUNTRY CLUB ("Declaration" as defined hereinafter) is made by Lennar Homes, LLC, a Florida limited liability company, having an address of 10481 Six Mile Cypress Parkway, Ft. Myers, Florida 33966.

WITNESSETH:

WHEREAS, Declarant (as hereinafter defined) is the owner of the real property described in Article 2 of this Declaration and desires to create thereon an exclusive residential community known as Calusa Country Club (hereinafter referred to as the "Community"); and

WHEREAS, Declarant desires to insure the attractiveness of the individual lots and facilities within the Community and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the subject property, and to provide for the maintenance of Community common properties, areas and facilities and certain exterior maintenance on Lots as may be defined hereinafter, and, to this end, desires to subject the real property described in Article 2 of this Declaration to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each Homeowner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in the Community and to insure the residents' enjoyment of the specific rights, privileges and easements in the Community common properties, areas and facilities, to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering the Community common properties, areas and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida, as a corporation not for profit, Calusa Country Club Master Association, Inc., for the purpose of exercising the functions aforesaid within the Community;

NOW, THEREFORE, Declarant declares that the real property described in Article 2 of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes collectively referred to as "covenants and restrictions") hereinafter set forth.

NOW, THEREFORE, the foregoing recitals are hereby incorporated as if fully set forth hereinafter, and in consideration of the foregoing, Declarant hereby states as follows:

ARTICLE 1: DEFINITIONS

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

1.1 "ARC" means the architectural review committee of the Association, as established in Article 8 hereof.

1.2 "ARC Guidelines" means the guidelines for development and/or renovation of the Lots contained or to be contained in the Community. Wherever in this Declaration the approval of the ARC is required, it shall be in accordance with the ARC Guidelines, to the extent the ARC Guidelines contain guiding provisions. For purposes of clarity, the ARC Guidelines do not constitute Rules and Regulations, as specifically provided in Section 1.42 hereof.

1.3 "Act" means Chapter 720, *Florida Statutes*, as existing on the date of recordation of this Declaration.

1.4 “Articles” means the Articles of Incorporation of the Association, as may be amended from time to time. A copy of the Articles, as filed with the State of Florida Department of State, is attached hereto as Exhibit C.

1.5 “Assessment” or “Assessments” means those charges and obligations set forth in Article 16 hereof, including General Assessments, Special Assessments, Neighborhood Assessments and Specific Assessments.

1.6 “Association” means the Calusa Country Club Master Association, Inc., a Florida not-for-profit corporation organized pursuant to Chapters 617 and 720, *Florida Statutes*, to administer certain common and designated functions for or pertaining to the Community and its surrounding areas pursuant to this Declaration.

1.7 “Authorized User” means the tenants, guests and invitees of an Owner and all occupants of a Lot, Unit or Parcel other than the Owner(s).

1.8 “BRU” means Braden River Utilities, LLC, a Florida limited liability company, a department of the District. As and to the extent applicable, any right vested in the District hereunder shall be deemed to be applicable to BRU.

1.9 “Benefited Parties” means Declarant, each Builder, the Association and Owners, together with each of their respective successors and assigns, and the tenants, guests and invitees of the Owners, but excluding the general public.

1.10 “Board” or “Board of Directors” means the board of directors of the Association.

1.11 “Boundary Wall” shall have the meaning set forth in Section 15.1.4 hereof.

1.12 “Builder” means and refers to any person or legal entity that has acquired or that acquires title to any Lot, Unit or Parcel expressly in furtherance of the business of:

1.12.1 developing the Lot, Unit or Parcel for eventual construction of Homes thereon in the ordinary course of such person’s or entity’s business; or

1.12.2 constructing Homes thereon, in the ordinary course of such person’s or entity’s business, for later sale to bona fide third-party purchasers that are not Builders or affiliates of a Builder.

A Builder is not a Declarant under this Declaration, unless such Builder has received an assignment of Declarant’s rights, in whole or in part, hereunder.

1.13 “By-Laws” means the By-Laws of the Association, as may be amended from time to time. A copy of the By-Laws is attached hereto as Exhibit D.

1.14 “Common Expenses” means all expenses properly incurred by the Association in the performance of its duties pursuant to this Declaration, the Articles, the By-Laws or any Rules and Regulations, or any agreement properly entered into by the Association, including, but not limited to, (a) the expenses incurred in connection with the ownership, maintenance, repair, replacement, reconstruction or improvement of the Common Property and/or real property held in title by the Association, if any, as provided for pursuant to this Declaration (which expenses may, but shall not necessarily, include utilities, taxes, assessments, insurance and repairs); (b) the expenses of obtaining, repairing or replacing personal property owned by the Association; (c) the expenses incurred in the administration and management of the Association; and (d) the expenses declared to be Common Expenses pursuant to this Declaration or the Articles or the By-Laws.

1.15 "Common Property" or "Common Properties" means (i) any property now or hereafter owned or leased by the Association; (ii) any property maintained by the Association pursuant to agreement (whether or not such property constitutes a portion of the Property); (iii) any property designated in Exhibit B hereto as Common Property, (iv) any property designated by Declarant as Common Property elsewhere in this Declaration or in any amendment or supplement to this Declaration; (v) any portion of the Property designated as Common Property of the Association (or words to that effect) on any subdivision plat(s) of the Property, including subdivision plats and condominium drawings, recorded in the public records of the County from time to time ("Plat"), (vi) any property now or hereafter owned by Declarant but maintained by the Association, (vii) any property now or hereafter owned by a third party but maintained by the Association pursuant to written agreement; (viii) all buffer zones or other areas located on the Property which may be required to be maintained by the Association pursuant to any applicable development order, permit or approval from any Governmental Entity, and (ix) any personal property acquired by the Association if said property is designated as "Common Property" by the Association or Declarant to be Common Property. "Common Property" shall also include, but shall not be limited to, (a) landscaping, signage and recreational facilities which are contained within lands that are Common Property; (b) any lake areas or bodies of water for which the Association has maintenance responsibility; (c) all applicable portions of the Surface Water Drainage and Management System (including dedicated lake tracts, lake maintenance or drainage easements, and corresponding infrastructure), which shall be maintained in accordance with the WMD Permit, provided that same are not otherwise owned or governed by the District; (d) utility easements or tracts for corresponding sewer or potable water; (e) all roads and road rights-of-way contained within the Community, whether or not yet conveyed to the Association; (f) the Community Entry Features; and (g) all signage within the Community, save and except for any signs contained within a Subdivision and for which a Subdivision Association is declared to have responsibility therefore. Any land or personal property leased by the Association shall lose its character as Common Property upon the expiration of such lease. Common Property shall not by definition include (x) any Subdivision Common Areas, but could include such Subdivision Common Areas upon written agreement between the Association and a Subdivision Association, and (y) any portion of the property comprising the Golf Club.

1.16 "Community" means the master planned community development project known as Calusa Country Club. The Community may also include any lands not located within the physical boundaries of a portion of the Property (such as, but not limited to, lands located on adjacent lands) which are subjected to the scope of this Declaration as a part of the Property.

1.17 "Community Entry Features" means the signage, structures, buildings, access gates, gatehouses and other improvements and associated landscaping existing or to be placed at or near any or all entrances to the Community. The Community Entry Features will be placed in such location(s) and elsewhere along the median and parkways within adjacent or nearby right(s)-of-way from time to time, or on Common Property or elsewhere on or off the Property at or near the entrance(s) to the Community.

1.18 "Community Wide Standards" means the standards of conduct, maintenance or other activity generally prevailing throughout the Property. Such standards may be more specifically determined by Declarant so long as Declarant owns one or more Lots, Units or Parcels within the Community. Community Wide Standards shall be set forth in this Declaration or as a part of the Rules and Regulations.

1.19 "County" means Manatee County, Florida.

1.20 "Declarant" means Lennar Homes, LLC, a Florida limited liability company ("Lennar"), and its successors, assigns, and designees, including, but not limited to, assigns by operation of law. The term "Declarant" shall not include any Person (including a joint venture involving Declarant) who purchases a Lot, Unit or Parcel; provided, however, a subsequent owner of a portion of the Property may be specifically assigned a portion of the rights held by Lennar as Declarant hereunder and such assignee shall be deemed a Declarant but limited to only exercise such rights of Declarant as Lennar specifically assigned with respect to the portion of the Property identified in the assignment. If, however, such purchaser is specifically assigned all the rights held by Lennar as Declarant hereunder, such assignee

shall be deemed Declarant and may exercise all the rights of Declarant hereunder. Any full or partial assignment of Declarant's rights shall be by an express written assignment recorded in the public records of the County, specifically setting forth the description of the rights assigned and the specific property of assignee to which the assigned rights apply. Any partial assignment may be made on a non-exclusive basis and in the event of a dispute between Lennar (and its successors or assignee of full Declarant's rights hereunder) and any assignee of a portion of Declarant's rights hereunder, the exercise of rights by Lennar as Declarant hereunder (and its successors or assignee of full Declarant's rights) shall be controlling.

1.21 "Declaration" means this instrument, entitled "Declaration of Covenants and Restrictions for Calusa Country Club," as may be amended and supplemented from time to time, together with its exhibits.

1.22 "District" means the Lakewood Ranch Stewardship District, as created pursuant to and governed by Chapter 189, Florida Statutes.

1.23 "District Property" means the property, both real and personal, owned from time to time by the District, together with all facilities located thereon or appertaining thereto.

1.24 "Family" means either (a) one natural person, (b) two or more natural persons, each of whom are related to each other by blood, marriage, or adoption and who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit or (c) not more than two natural persons who are not related to each other by blood or adoption, who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit. The decision as to whether two persons reside and constitute a qualifying Family shall be a matter for the Board in its sole and unbridled discretion. Once designated and accepted by the Board as a qualifying Family, no change in persons so constituting the qualifying Family may be made except for one time in any calendar year and no more than 3 times in any constituent partner's lifetime, but in all events, such change in partner shall be subject to the Board's approval in its sole and unbridled discretion. Further, the biological or adopted children of only one person shall be entitled to Common Property use privileges if they meet all of the following conditions: (i) said child or children are age 21 or less; (ii) such child or children are not married or co-habiting with any third party; (iii) said children do not have custodial children of their own, (i.e., grandchildren of the Owner); and (iv) said children reside with the Owner on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university. If a Lot, Unit or Parcel is owned by two or more persons who are not a Family as defined herein, or is owned by an entity which is not a natural person, the Owner shall be required to select and designate one (1) Family as defined above to utilize the membership. The Association may restrict the frequency of changes in such designation when there is no change in ownership of the Lot, Unit or Parcel.

1.25 "First Mortgage" means a valid mortgage having priority over all other mortgages on the same portion of the Property.

1.26 "First Mortgagee" means the holder or owner of a First Mortgage.

1.27 "Golf Club" means Calusa Country Club Golf Association, Inc., a Florida corporation not-for-profit, which has its principal place of business in the County, and its successors and assigns.

1.28 "Golf Club Documents" means the Golf Declaration for Calusa Country Club Golf Club and such other applicable documents pertaining to the Golf Club.

1.29 "Golf Club Facilities" means collectively the Golf Course and any and all facilities, amenities, improvements and the like which are utilized directly or indirectly for playing golf or related or other purposes.

1.30 “Golf Course” means the real property owned by the Golf Club and utilized directly or indirectly for playing golf, which is presently intended to include both an 18 hole golf course and a 12 hole golf course (but which may be modified to contain greater or fewer golf holes in the future).

1.31 “Golf Member” means either (a) an Owner whose Lot, Unit or Parcel is subject to the terms and provisions of the Golf Club Documents, or (b) a user of the Golf Club Facilities who is not an Owner, as permitted by the Golf Club.

1.32 “Governing Documents” means collectively this Declaration, the Articles, the By-Laws, the Rules and Regulations, and any other instrument which governs the operation and/or use of the Property and the duties and obligations of the Association, but specifically excluding the ARC Guidelines and the Golf Club Documents.

1.33 “Governmental Entity” means an agency of the local, state or federal government having jurisdiction over all or a portion of the Property, including, but limited to, the County, the District, BRU and the WMD.

1.34 “Home” means either (a) a residential dwelling that has been completed and for which a certificate of occupancy has been issued, and which has been conveyed to a Person other than Declarant or a Builder, or (b) the improvements contained within a Unit that has been completed and for which a certificate of occupancy has been issued or a certificate of substantial completion has been issued in accordance with Section 718.104(4)(e), Florida Statutes, and which has been conveyed to a Person other than Declarant. To the extent the context dictates or requires for proper interpretation, “Home” shall be interpreted to mean a Lot together with the improvements contained thereon.

1.35 “Institutional Lender” means the holder of a First Mortgage encumbering any portion of the Property, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the Owner of the Property encumbered. An Institutional Lender may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an Institutional Lender also shall mean the holder of any mortgage executed by or in favor of Declarant, whether or not such holder would otherwise be considered an Institutional Lender.

1.36 “LWRC” means Lakewood Ranch Community Foundation, Inc., a Florida not-for-profit corporation.

1.37 “Lot” means a subdivided lot created by a subdivision plat and designed for residential use through construction of a Home thereon. Where the context dictates or interpretation is appropriate, the term “Lot” shall be deemed herein to include Subdivision Common Areas.

1.38 “Member” means a member of the Association, as provided in this Declaration, the Articles or the By-Laws. A Builder shall be considered to be a Member with respect to any portion of the Property which such Builder may own from time to time.

1.39 “Neighborhood” means a portion of the Property which contains single-family Lots but for which a Subdivision Association has not been formed for purposes of governance thereof. The concept of a Neighborhood is designed to ensure that matters and items of common interest to a particular grouping of Lots for which expenses shall be incurred are charged to the Owners of such Lots pursuant to the Assessment process defined herein.

1.40 “Owner” means any Person who from time to time holds record fee simple title to any Lot, Unit or Parcel (or any part thereof, as and to the extent applicable). A Builder who holds title to a Lot, Unit or Parcel is an Owner.

1.41 “Parcel” means a portion of the Property developed or anticipated to be developed as single family detached homes, zero lot-line detached single family homes, condominium units or other multi-family structures, duplexes, or multi-story attached dwellings.

1.42 “Person” means any natural person or artificial entity having legal capacity.

1.43 “Property” means and refers to that certain real property identified in Article 2 hereof.

1.44 “Resident” means an occupant of a Home who is not an Owner, but occupies pursuant to a lease or other formalized arrangement with such Owner pursuant to the terms of this Declaration, including all approvals required therein.

1.45 “Rules and Regulations” means the rules and regulations adopted by the Board pertaining to the use and operation of the Common Property and the Property, as same may be amended from time to time. For purposes of clarity, the Rules and Regulations specifically exclude the guidelines and provisions pertaining to modifications, renovations and/or reconstruction of the improvements on a Lot, Unit or Parcel (including, but not necessarily limited to, the ARC Guidelines), whether promulgated by the Board or another party, as same are deemed not to pertain to the use and operation of the Common Property or the Property.

1.46 “Subdivision” means a grouping of Lots or Units contained within a portion of the Property in which Owners may have common interests other than those common to other Owners and for which (a) a Subdivision Declaration has been recorded, and (b) a Subdivision Association has been formed to govern such Owners. A Subdivision may contain more than one type of residential housing and may be comprised of noncontiguous portions of the Property. There may be several different types of Subdivisions in the Community. At the onset of the Community, Declarant contemplates that various Subdivisions containing condominium projects will be developed, but (x) Declarant is under no obligation to create any such Subdivisions, and (y) Declarant may elect to develop additional types of Subdivisions without requirement for amendment to this Declaration.

1.47 “Subdivision Association” means a corporation, other than the Association, which has been or shall be formed pursuant to and in accordance with a Subdivision Declaration affecting a portion of the Property, and whose members consist, or will consist, of the Owners of the portion of the Property affected by such Subdivision Declaration. For purposes of this Declaration, any portion of the Property affected by any such Subdivision Declaration shall be deemed to be operated by and subject to the jurisdiction of such Subdivision Association; provided, however, that such portion of the Property shall simultaneously remain subject to the jurisdiction of the Association to the extent applicable pursuant to this Declaration.

1.48 “Subdivision Common Areas” means the common areas, common properties or common elements of a Subdivision which are under a Subdivision Association’s control.

1.49 “Subdivision Declaration” means any recorded deed restrictions or declaration of condominium establishing specific restrictions on and for certain portions of the Property and for which a Subdivision Association is required and has been or shall be formed to oversee and govern such affected lands. For purposes hereof, this Declaration shall not be deemed in any manner to be a Subdivision Declaration.

1.50 “Surface Water Drainage and Management System” means the system defined in Section 11.2 hereof.

1.51 "Transfer of Control" means that date upon which Declarant transfers majority control of the Board as provided in Article 14 hereof.

1.52 "WMD" means the Southwest Florida Water Management District.

1.53 "WMD Permit" means the permit(s) issued by the WMD from time to time with regard to the Community (and shall be deemed to include any environmental resource permit as issued by the WMD pertaining to the Property).

1.54 "Unit" means a condominium unit created pursuant to a declaration of condominium (which instrument constitutes a Subdivision Declaration hereunder).

All definitions contained in the Governing Documents other than this Declaration are hereby incorporated into this Declaration (most specifically the definitions contained in the exhibits to this Declaration).

ARTICLE 2: PROPERTY SUBJECT TO THIS DECLARATION; GENERAL PLAN OF DEVELOPMENT

2.1 Subject Property. The Property which shall be held, transferred, sold, conveyed, leased, mortgaged, used and occupied subject to this Declaration is located within the County, and is more particularly described in the descriptions attached hereto as Exhibit A and incorporated by this reference as fully as if specifically repeated herein, together with any additions thereto and less any deletions therefrom pursuant to Article 12 hereof.

2.2 General Plan of Development.

2.2.1 The Community may contain a variety of residential uses, together with certain recreational and other ancillary facilities, if any.

2.2.2 The Community also includes the Golf Course for use by Golf Members in accordance with the Golf Club Documents. Not all Members of the Association will be Golf Members. Members of the Association have no rights to use the facilities of the Golf Club (including, but not limited to, the Golf Course, golf practice areas or other related facilities) solely by virtue of the fact that they are Members of the Association.

2.2.3 As the Community is progressively developed, the Property to which this Declaration shall apply shall also progressively increase in land area.

2.2.4 From time to time, certain portions of the Property may be developed and/or constructed by one or more Builders.

2.3 Expansion of Community. Declarant has the right, acting in its sole discretion, but not the obligation, to expand the Community from time to time by adding additional land, or to change the number or type of Parcels, Lots, Units, Homes, and any other residential concepts, amenities or other features of the Community.

2.4 Long Term Development. Some areas of the Community may be under development for extended periods of time. Incident to the development process, the quiet enjoyment of the Community may be unavoidably interfered with to some extent by the construction operations. From time to time, Declarant, Builders and others may present to the public or display certain renderings, plans and models showing possible future development of the Community. Declarant and each Builder does not warrant in any way that the schemes in these renderings, plans or models will actually be developed. Any such renderings, plans or models are primarily thematic and in no way represent a guaranteed final development plan for the Community.

**ARTICLE 3: GRASS AREAS, LANDSCAPING, TREES AND PLANTS; CONSERVATION AREAS,
WETLANDS AND UPLAND BUFFERS**

3.1 Grass Areas and Landscaping.

3.1.1 Maintenance Obligations.

3.1.1.1 The Association shall maintain all grass and landscaping contained within and upon the Common Property.

3.1.1.2 The Association shall undertake limited maintenance of grass areas contained within the Lots, Units and Parcels, such maintenance consisting of mowing and edging of grass areas, blowing of adjacent pavement areas, and use of fertilizers and other chemical applications on grass areas. The Board shall determine the scope of the foregoing services from time to time. The Association shall have no responsibility for replacement of grass areas on a Lot, meaning that the Owner shall be solely responsible therefore.

3.1.1.3 The Owner of a Lot, Unit or Parcel shall be responsible for maintaining, repairing and replacing all shrubs, bushes and landscaping other than grass areas and trees contained within and upon such Lot, Unit or Parcel, including, but not limited to, trimming, fertilization, pest and disease control, and mulching of planting beds. The Board shall determine the scope of the foregoing services from time to time. The Association shall have no responsibility for replacement of such shrubs, bushes and landscaping, meaning that the Owner shall be solely responsible therefore (and any such replacements shall be of like variety and in the same location as originally installed, unless otherwise approved by the ARC).

3.1.1.4 No modifications on a Lot, Unit or Parcel pertaining to grass or landscaping contained on such Lot, Unit or Parcel may be undertaken by an Owner without the express prior written approval of the ARC.

3.1.1.5 Association maintenance activities upon a Lot, a Parcel or the Common Property shall be undertaken during such hours and on such days as the Board may determine from time to time.

3.1.1.6 In the event that an act of God or other natural cause results in damage to portions of the Lot, Unit or Parcel for which the Association would ordinarily have responsibility under this Section 3.1, the Owner of such Lot, Unit or Parcel shall be solely responsible for the replacement of such damaged portions of the Lot, Unit or Parcel.

3.1.1.7 Notwithstanding the foregoing, a Subdivision Association shall maintain the landscaping and grass areas of the Lots, Units or Parcels in the Subdivision and the Subdivision Common Areas in accordance with the Subdivision Declaration, but the Association shall be entitled, but not obligated to, enter into a contract with a Subdivision Association to perform maintenance services within and for a Subdivision.

3.1.2 Supplemental Landscaping. If an Owner desires to install additional landscaping beyond the base landscaping installed by Declarant, such Owner shall file an application with the ARC for consideration (except that replacement of landscaping with the same species of landscaping and in the same location shall not require prior ARC approval) ("Supplemental Landscaping"). Supplemental Landscaping may only be installed at the Owner's expense by a landscaping contractor approved in advance by the Association at the sole expense of the Owner. Following installation of approved Supplemental Landscaping, the Owner shall maintain such Supplemental Landscaping.

3.1.3 Landscape Replacement by Owners and Subdivision Associations. An Owner or a Subdivision Association, as the case may be, shall be solely responsible for replacing, at the Owner's

sole cost and expense, any and all landscaping contained on a Lot, Unit, Parcel, or Subdivision Common Areas (including, but not limited to, shrubs, trees, palms, and sod) if such landscaping either dies or requires replacement.

3.1.4 Trees and Palms. All trees and palms contained on a Lot, Unit or Parcel shall be solely maintained and cared for by the Owner of such Lot, Unit or Parcel (as used in this sentence, the term "cared for" shall include, but shall not be limited to, all fertilizing, spraying with insecticides, and trimming and pruning of trees and palms).

3.1.4.1 The Owner shall remove diseased or dead trees or palms and trees or palms needing to be removed to promote the growth of other landscaping or for safety reasons, and such removal may be conditioned upon replacement of removed trees or palms. Other than as provided above, the Owner shall not remove any trees or palms, other than citrus trees as noted hereinbelow.

3.1.4.2 For purposes of clarity, whether on a Lot, Unit, Parcel or in a right-of-way, trees or palms bordering the pavement edge of the roadways (street trees) as installed by Declarant throughout the Property will be maintained by the Owner, including trimming and fertilization. All such street trees are required to be maintained in their original location and must be replaced with the variety of tree if the original street tree has to be removed for any reason.

3.1.4.3 Prohibition Against Citrus and Other Fruit Trees in the Community; Landscaping Decontamination Requirements. No "citrus tree" (defined for purposes of this Section as a tree or bush bearing citrus fruit) shall be permitted to be contained in the Community, based upon the historical, current and ongoing difficulties in the state of Florida with citrus canker and the fact that the only method for eradicating citrus canker is to wholly eradicate all citrus species in a community. Further, all other types of "fruit trees" (defined to include, but not necessarily be limited to, mango, papaya and banana trees) are prohibited within the Community, based upon the potential for disease and rodent issues. Such prohibition against citrus trees and fruit trees shall apply both to citrus trees and fruit trees planted in the ground or any planter, pot or other decorative feature. Any and all outside landscaping installation and maintenance contractors shall be required to comply with any decontamination procedures determined by the Board, in its sole discretion, to be reasonably necessary and warranted. In the event there are citrus trees and/or fruit trees located within the Community prior to the recordation of this Declaration, no Owner or Resident shall be permitted to harvest any fruit from such trees. The Association shall have all right, power and authority to cut down and/or remove any and all citrus trees and fruit trees located in the Community, whether located on the Common Property, a Lot, property contained within a Subdivision or a Parcel. The Association shall have the power to levy a Specific Assessment against an Owner who plants or otherwise places a citrus tree or fruit tree on any portion of the Property.

3.1.4.4 No Owner shall undertake any actions to remove or install trees or palms without the prior written approval of the ARC.

3.1.5 Container Plants. Notwithstanding anything herein to the contrary, an Owner may maintain a reasonable number of plants in pots or containers that are not installed in the ground but on lanai or patio areas ("Container Plants"). Each Owner, by virtue of taking title to a Lot, Unit or Parcel, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that (a) Container Plants are and shall be maintained, repaired and replaced at Owner's sole risk, cost and expense in accordance with the Community Wide Standards; and (b) the Association is unable to guarantee the safety or protection of Container Plants from toxic spray/fertilizers that may be needed from time to time in connection with the Association's maintenance duties hereunder.

3.1.6 Plantings Adjacent to Boundary Walls. No plantings may be installed and maintained in lands adjacent to any Boundary Walls (as defined hereinafter) except as permitted by the ARC in accordance with the ARC Guidelines for Supplemental Landscaping.

3.1.7 Conservation Areas, Wetlands and Upland Buffers.

3.1.7.1 Each Owner, by virtue of taking title to a Lot, Unit or Parcel, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that a Lot, Unit, Parcel or Subdivision Common Areas may contain or may be adjacent to wetland preservation or mitigation areas and upland buffers which are protected by conservation easements and such areas may not be altered from their natural or permitted condition.

3.1.7.2 The District shall maintain, repair and replace all conservation areas and wetlands which are owned by the District or which are otherwise the responsibility of the District. Such activities shall be performed by the District in accordance with the WMD Permit or respective easement requirements.

3.1.7.3 The Association shall maintain, repair and replace all upland buffer areas which are or shall be owned by the Association or which are otherwise the responsibility of the Association. Such activities shall be performed by the Association in accordance with the WMD Permit or respective easement requirements.

3.1.7.4 The District and/or the Association (as applicable) may remove exotic or nuisance vegetation or restoration in accordance with an approved restoration plan included in a conservation easement or the WMD Permit. Exotic vegetation may include, but is not limited to, melaleuca, Brazilian Pepper, Australian Pine, and Japanese Climbing Fern or any other species currently listed by the Florida Exotic Pest Council. Nuisance vegetation may include, but is not limited to, cattails, primrose willow and grape vine.

3.1.7.5 The District and the Association (to the extent of their applicable responsibilities) shall take all action necessary to enforce the conditions of any conservation easement on the Property and any WMD Permit.

3.2 Limitations on Amendment. The provisions of this Article 3 shall not be amended except by (a) Declarant solely pursuant to Declarant's amendment rights outlined in Article 22 hereof, or (b) the affirmative vote of (i) 67% of the total eligible voting interests in the Association and (ii) Declarant for so long as Declarant owns any portion of the Property. At such time as Declarant no longer owns any portion of the Property, this Article 3 is amendable pursuant to the general amendment provisions of this Declaration.

ARTICLE 4: COMMON PROPERTY

4.1 Appurtenances. The benefit of all rights and easements granted by this Declaration with regard to the Common Property constitute a permanent appurtenance to, and will pass with, the title to every portion of the Property enjoying such benefit. Whenever any such rights or easements are described as non-exclusive by this Article, its benefit nevertheless is exclusive to all Owners and other Benefited Parties granted such benefit by this Article, unless this Article expressly grants such benefit to other Persons. In no event will the benefit of any such easement extend to the general public.

4.2 Conveyance by Declarant. Declarant shall have the right to convey title to any portion of the Property, or any easement or interest therein, to the Association as Common Property, and the Association shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the County. Notwithstanding the foregoing, Declarant shall not have the obligation to develop and/or convey any portion of the Property to the Association as Common Property, and if Declarant desires to convey any portion of the Property to the Association, the timing of the conveyance shall be in the sole discretion of Declarant.

4.3 Conveyance by any Person. Any Person other than Declarant may convey title to any portion of the Property, or any easement or interest therein, to the Association as Common Property, but

the Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the Association, unless the Board expressly accepts the conveyance by having an officer of the Association acknowledge such acceptance on the deed or other instrument of conveyance or by recording a later written acceptance of such conveyance in the public records of the County.

4.4 Use and Benefit.

4.4.1 All Common Property owned or leased by Association shall be held by the Association for the use and benefit of the Association, the Benefited Parties, and any other Persons authorized to use the Common Property or any portion thereof by Declarant or the Association; provided, however, that portions of the Common Property may be restricted for the exclusive use and benefit of the Golf Club and the Golf Club's members only, and the Association may enter into leases, licenses, or other agreements with the Golf Club for the use, operation, or maintenance of these areas.

4.4.2 All Common Property shall be used for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to (a) the terms of this Declaration, (b) the terms of any easement, restriction, reservation or limitation of record affecting the Common Property or contained in the deed or instrument conveying the Common Property to the Association, (c) any Rules and Regulations, and (d) any agreement with the Golf Club as contemplated hereunder.

4.4.3 The Association may restrict use of any portion of the Common Property when the nature of such property is not intended for the use of some of the Benefited Parties or may restrict the type of use or times of use in any way deemed appropriate by the Board. An easement and right for such use of the Common Property is hereby created in favor of all Benefited Parties, appurtenant to the title to their portion of the Property, subject to any Rules and Regulations.

4.4.4 In addition, (x) Declarant shall have the right, in its sole discretion, to permit access to and use of the Common Property to and by individuals other than as so described herein for so long as Declarant owns any portion of the Property, and (y) Declarant retains and reserves the right to grant easements and rights of way in, to, under and over the Common Property so long as Declarant is a member of the Association for such purposes as Declarant shall reasonably deem necessary or helpful in connection with the development, sale or operation of the Community.

4.5 Additions, Alterations or Improvements.

4.5.1 On or before Transfer of Control. On or before Transfer of Control, the Association shall have the right to make additions, deletions, alterations or improvements to the Common Property (if any) and to purchase any personal property as it deems necessary or desirable from time to time. The cost and expense of any such additions, deletions, alterations or improvements to the Common Property, or the purchase of any personal property, shall be a Common Expense.

4.5.2 Subsequent to Transfer of Control. Subsequent to Transfer of Control, the Association shall have the right to make additions, alterations or improvements to the Common Property, and to purchase any personal property as it deems necessary or desirable from time to time; provided, however, that the approval of a majority of the Members present in person or by proxy at a duly called meeting of the Association shall be required for any addition, alteration or improvement, or any purchase of personal property, for which the annual expense exceeds 10% of the Annual Budget (as defined hereinafter) in effect at the time the addition, alteration, improvement or purchase is contemplated by the Association. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Property, or any existing improvements or personal property associated therewith, or with respect to any property being conveyed to the Association by Declarant. The cost and expense of any such additions, alterations or improvements to the Common Property, or the purchase of any personal property, shall be a Common Expense.

4.5.3 Declarant Alterations. So long as Declarant owns any portion of the Property, Declarant shall have the right to make any additions, alterations or improvements to the Common Property, or to amend the description of the Common Property, as may be desired by Declarant in its sole discretion from time to time, at Declarant's expense.

4.6 Dedications. Declarant hereby reserves the right to dedicate, grant or convey any portion of the Property owned by it, or any interest or easement therein, to any Governmental Entity or private or public utility company. Declarant also shall have the right to direct the Association to likewise dedicate, grant or convey any Common Property, or any interest or easement in any Common Property, owned by the Association whereupon the Association shall execute such documents as will be necessary to effectuate such dedication; provided, however, that this right of Declarant shall terminate when Declarant either is no longer a Member or has duly executed and recorded in the public records of the County a notice releasing and waiving this right, whereupon the right shall be vested solely within the Association. Any portion of the Property, or any interest or easement therein, which is dedicated, granted or conveyed pursuant to this provision shall not be subject to this Declaration, unless the instrument so dedicating, granting, or conveying such portion of the Property, interest or easement specifically provides that same shall remain subject to this Declaration.

4.7 Association Rights as to Common Property. The rights and easements of the Benefited Parties and, in general, the use of the Common Properties shall be subject to the following:

4.7.1 The right of the Association to limit the use of the Common Properties.

4.7.2 The right of the Association to suspend the enjoyment rights of an Owner, if and up to the maximum extent permitted by law, for any period during which any Assessment remains unpaid, or for any infraction of the Rules and Regulations, and the ARC Guidelines (to the extent that the Association has the power to enforce such ARC Guidelines) or this Declaration.

4.7.3 The right of the Association to dedicate or transfer all or any part of the Common Property owned by the Association to any Governmental Entity or public or private utility for purposes associated with such entities. No such dedication or transfer shall be effective unless the Members entitled to cast at least 67% of the total eligible Class A voting interests and 100% of the Class B voting interests agree to such dedication or transfer; provided, however, that this paragraph shall not preclude (a) the Association, on or before Transfer of Control pursuant to Section 14.1 hereof, from dedicating or transferring all or any portion of the Common Property owned by the Association to any public agency, authority or utility for such purposes without the consent of the Owners; (b) the Board from granting specific easements for the installation and maintenance of electrical, telephone, special purpose cable for television and other uses, water and sewer, fire protection, trash and recycling collection and utilities and drainage facilities and other utilities or services of the like, upon, over, under and across the Common Property without the consent of the Members; or (c) prevent Declarant from granting such specific easements with regard to any portion of the Property owned by Declarant, including any Common Property, without the consent of the Members.

4.7.4 The right of the Association to impose reasonable Rules and Regulations with respect to the use of the Common Properties in addition to those set forth herein.

4.7.5 The restrictions and conditions of any applicable zoning ordinance or development order, or any other regulation, rule or statute.

4.8 Extension of Rights and Benefits. Every Owner shall automatically have the rights and easements of enjoyment vested in him under this Article extended to each of the applicable Benefited Parties, and to such other persons as may be permitted by the Association.

4.9 Lease and Operation. The Association shall have the right to enter into agreements for the lease or operation of all or a portion of the Common Property, whether or not for profit.

4.10 Maintenance Agreements. Declarant, and after Declarant no longer owns any portion of the Property, the Association, shall have the right to enter into agreements for lease, use, license, maintenance or easement with any Governmental Entity or public or private utility in order to obligate the Association to maintain and/or upkeep certain real property not owned by Declarant or the Association and which may or may not constitute a portion of the Property, including, without limitation, any roads, right-of-ways, medians, swales and berms. All expenses to the Association resulting from any such agreements shall be Common Expenses.

4.11 Mortgage and Sale of Common Property. Unless in connection with a specific provision of this Declaration, the Association shall not abandon, partition, subdivide, encumber, mortgage, sell or transfer any Common Property owned by the Association without the approval of at least 67% of the total Class A voting interests eligible to vote and all of the Class B votes. If ingress or egress to any portion of the Property is through any Common Property, any conveyance or encumbrance of such Common Property shall be subject to an appurtenant easement for ingress and egress in favor of the Owner(s) of such portion of the Property, unless alternative ingress and egress is provided to the Owner(s).

ARTICLE 5: NON-RESIDENTIAL ACTIVITIES

5.1 General Exclusion for Non-Residential Activities. No non-residential (i.e., commercial) activity of any nature shall be permitted on the Property, except as specifically provided in this Article or otherwise specifically stated in other portions of this Declaration.

5.2 Specific Exemptions for and Reserved Rights to Declarant. Until such time as Declarant no longer owns any portion of the Property, Declarant shall be entitled to:

5.2.1 develop and construct Homes and residential improvements in the Community as it deems necessary or desirable from time to time, and to modify the general plan of development as Declarant desires in its sole discretion from time to time;

5.2.2 conduct any and all sales and marketing activities deemed necessary or desirable in Declarant's sole discretion for the sale and resale of the Lots, Units and Parcels or residential properties in other communities being developed by Declarant or its related entities;

5.2.3 construct on any portion of the Common Property or any lands owned or leased by Declarant portable, temporary or accessory structures to be used for Declarant's sales, marketing, construction or general office purposes or as may be otherwise deemed necessary or desirable in Declarant's sole discretion;

5.2.4 allow guests or potential purchasers of a Lot, Unit or Parcel to occupy on a short-term, temporary or guest basis a Home owned or leased by Declarant (so as to further Declarant's sales and marketing activities);

5.2.5 conduct tours of the Community to any persons as desired by Declarant;

5.2.6 conduct commercial enterprises on the Property as deemed necessary or desirable by Declarant;

5.2.7 construct, maintain and use maintenance facilities and buildings as may be needed from time to time for the proper operation of the Community and to permit the Association to perform its duties hereunder;

5.2.8 temporarily deposit, store, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Community;

5.2.9 post, display, inscribe or affix to the exterior of any portion of the Common Property, or other portions of the Community owned by Declarant, signs or other materials used in developing, constructing, selling or promoting the sale of any portion of the Community, including, without limitation, Lots, Units and Parcels;

5.2.10 excavate fill from any lakes or waterways within and/or contiguous to the Community by dredge or dragline or any other method, store fill within the Community and remove and/or sell excess fill, and grow or store plants and trees within, or contiguous to, the Community and use and/or sell excess plants and trees;

5.2.11 construct, maintain and use buildings and offices necessary for the management of the Community and the Association by a related or third party property management company;

5.2.12 undertake, promote and hold marketing, promotional and/or special events within the Community from time to time as deemed or desirable by Declarant in its sole discretion;

5.2.13 utilize the Common Property for:

5.2.13.1 corporate, sales, marketing and management activities, including, but not limited to, installation of displays and signs and utilization of office and other areas within the Common Property by Declarant's employees or other authorized personnel; and

5.2.13.2 commercial enterprises which are deemed necessary and desirable by Declarant in its sole discretion from time to time; and

5.2.14 undertake any other activities which, in the sole opinion of Declarant, are necessary for the promotion, development and sale of any portion of the Community or any other projects owned or developed by Declarant or its affiliated entities.

5.3 Specific Exemptions for and Reserved Rights to Builders. With respect to portions of the Property owned by a Builder, such Builder shall be entitled to:

5.3.1 develop Lots, Units and Parcels and construct Homes and residential improvements thereon;

5.3.2 conduct any and all sales and marketing activities deemed necessary or desirable in such Builder's sole discretion for the sale of the Lots, Units and Parcels owned by the Builder;

5.3.3 construct on any Lot, Unit or Parcel owned by such Builder portable, temporary or accessory structures to be used for such Builder's sales, marketing, construction or general office purposes;

5.3.4 allow guests or potential purchasers of a Lot, Unit or Parcel to occupy on a short-term, temporary or guest basis a Home owned or leased by such Builder (so as to further such Builder's sales and marketing activities);

5.3.5 conduct tours of the Community to any persons as desired by such Builder;

5.3.6 temporarily deposit, store, dump or accumulate on a Lot, Unit or Parcel owned by such Builder materials, trash, refuse and rubbish in connection with the development or construction of any Lot, Unit or Parcel owned by such Builder;

5.3.7 post, display, inscribe or affix to any portion of a Lot, Unit or Parcel owned by such Builder signs or other materials used in developing, constructing, selling or promoting the sale of any Lot, Unit or Parcel owned by such Builder; and

5.3.8 undertake, promote and hold marketing, promotional and/or special events on any Lot, Unit or Parcel owned by such Builder from time to time as deemed or desirable by such Builder in its sole discretion.

5.4 Specific Exemptions for and Reserved Rights to the Golf Club. With respect to the Golf Club Facilities, the Golf Club shall be entitled to:

5.4.1 conduct and permit any and all sales, tournaments, special events and marketing activities deemed necessary or desirable in the Golf Club's sole discretion in connection with the Golf Club Facilities;

5.4.2 construct on the Golf Club Facilities portable, temporary or accessory structures to be used for the Golf Club's operation and use;

5.4.3 temporarily deposit, store, dump or accumulate on the Golf Club Facilities materials, trash, refuse and rubbish in connection with the development, construction or maintenance of the Golf Club Facilities; and

5.4.4 post, display, inscribe or affix to any portion of the Golf Club Facilities any and all signs or other materials used to conduct and permit any and all sales, tournaments, special events and marketing activities deemed necessary or desirable in the Golf Club's sole discretion.

ARTICLE 6: USE AND ARCHITECTURAL RESTRICTIONS

6.1 General Applicability of this Article to the Property. All use and development of the Property shall conform to the provisions of this Declaration and any other restrictive covenants recorded against all or a portion of the Property, as may be amended from time to time. The Property shall be used only for residential single-family and related purposes, and a Lot or Unit shall only be occupied by one Family. A Lot, Unit or Parcel shall not be utilized for "collective housing" of employees directly or indirectly related to a business entity or its affiliates. Examples of collective housing shall include, but shall not necessarily be limited to, housing utilized for construction workers, restaurant and bar employees, student housing, food service industry employees, and allied health professionals. Additional covenants imposed on that portion of the Property within any Subdivision Association by a Subdivision Declaration may impose stricter standards than those contained in this Article. The Association, acting through its Board, shall have standing and the power to enforce standards imposed by the Declaration, Subdivision Declarations, and each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and consents, and shall be deemed to have acknowledged and consented, to the Association's powers under this Declaration, including specifically this Article 6.

6.2 Specific Exemption for Declarant. Notwithstanding anything to the contrary herein, Declarant and each Builder shall be exempt from application of the terms and provisions of this Article so long as it owns any portion of the Property. This Section 6.2 may not be amended without the prior written consent of Declarant for so long as Declarant owns any Lot, Unit or Parcel.

6.3 Article 6 Provisions Not Comprehensive. This Article contains provisions and restrictions which permit or prohibit certain conduct or uses and which may require certain permitted uses to be approved by the ARC pursuant to this Declaration. The provisions and restrictions of this Article are illustrative only and shall in no event be deemed a comprehensive list of items subject to approval hereunder.

6.4 Rules and Regulations. The Association, acting through its Board, shall have the authority to make and to enforce reasonable Rules and Regulations which provide standards governing the use of the Property, in addition to those contained herein.

6.5 Owners and Authorized Users Bound; Owner's Liability.

6.5.1 In General. Use restrictions shall be binding upon all Owners and Authorized Users of Lots, Units and Parcels and other portions of the Property. All provisions of the Governing Documents and the ARC Guidelines which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Authorized Users. Every Owner shall cause such Owner's Authorized Users to comply with the Governing Documents and the ARC Guidelines, and shall be responsible for all violations and losses to the Property caused by such Authorized Users, notwithstanding the fact that such Authorized Users are fully liable and may be sanctioned for any violation of the Governing Documents and/or the ARC Guidelines.

6.5.2 Right to Cure. Should any Owner do any of the following:

6.5.2.1 Fail to perform its responsibilities as set forth herein or otherwise violate or breach the provisions of the Governing Documents or the ARC Guidelines; or

6.5.2.2 Cause any damage to any improvement or to any portion of the Property or the Common Property; or

6.5.2.3 Impede Declarant, a Builder or the Association from exercising its rights or performing its responsibilities hereunder, including obligations under any applicable permits; or

6.5.2.4 Undertake unauthorized improvements or modifications to any portion of the Property or the Common Property; or

6.5.2.5 Impede Declarant from proceeding with or completing the development of the Community, or a Builder from developing and completing a home on a Lot, Unit or Parcel.

Declarant and/or a Builder and/or the Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure such violations or breaches, including, but not limited to, by entering upon the Home and/or Lot, Unit or Parcel and causing the violation or breach to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost of curing such violations or breaches, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, shall be assessed against the Owner as a Specific Assessment.

6.5.3 Non-Monetary Defaults. In the event of a violation or breach by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within 7 days after receipt of such written notice, the party entitled to enforce same may, at its option:

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

6.5.3.2 Commence an action to recover damages; and/or

6.5.3.3 Take any and all actions reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels, including

appeals, collections and bankruptcy, shall be assessed against the Owner as a Specific Assessment, and shall be immediately due and payable without further notice.

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

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

6.5.6 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or the ARC Guidelines may be enforced by Declarant, a Builder and/or, where applicable, the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein or contained in the ARC Guidelines, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein or in the ARC Guidelines. The expense of any litigation to enforce this Declaration or the ARC Guidelines shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the ARC Guidelines.

6.5.7 Suspensions and Fines.

6.5.7.1 In the event that an Owner is more than 90 days delinquent in the payment of a monetary obligation due to the Association, the Board shall have the power, but not the duty, to suspend (i) the right of an Owner, such Owner's tenant, guest, or invitee, and a Resident to use Common Property or facilities, and (ii) the voting rights pertaining to a Lot, Unit or Parcel (the vote pertaining to such suspended Lot, Unit or Parcel shall not be counted towards the total number of voting interests as specified in the Act). The notice and hearing requirements applicable to suspension of rights in Section 6.5.7.2 hereof are not applicable to this Section 6.5.7.1. Any imposed suspension pursuant to this Section 6.5.7.1 will end upon full payment of all obligations currently due or overdue to the Association.

6.5.7.2 Separate and apart from, but not in a manner inconsistent with, Section 6.5.7.1 hereof, the Association shall have the power to suspend, for a reasonable period of time, the rights of an Owner and/or such Owner's tenants, guests or invitees and/or the Authorized Users of a Lot, Unit or Parcel to use the Common Property, and to levy reasonable fines against same not to exceed the greater of \$1,000.00 per violation or the maximum amount allowed under the Act for activities which violate the provisions of the Governing Documents and the ARC Guidelines (to the extent that the Association has the power to enforce such ARC Guidelines). No fine or suspension (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 6.5.7.1 hereof) may be imposed except upon 14 days prior written notice to the person sought to be suspended or fined, and such person having an opportunity for a hearing before a committee of at least 3 Owners of the Association selected solely by the Board. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, and fines of a continuing nature may be charged up to a maximum of \$10,000. A fine of more than \$1,000.00 may become a lien against the Lot, Unit or Parcel. Such committee shall be appointed by the Board and shall not be composed of any officers, directors or employees of the Association, nor any spouse, parent, child, brother or sister of any officer, director or employee. No fine or suspension (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 6.5.7.1 hereof) may be imposed except upon majority approval of the Owners of such committee. Suspension of rights to use the Common Property shall not include any right to restrict vehicles and pedestrians ingress and egress to and from the applicable Lot, Unit or Parcel. The voting rights of an Owner may not be suspended by the Association (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 6.5.7.1 hereof).

6.6 Parking and Vehicular Restrictions.

6.6.1 Location of Parking.

6.6.1.1 No vehicle shall be parked anywhere but on paved areas intended for that purpose.

6.6.1.2 Parking on lawns or landscaped areas is prohibited, unless specifically approved or designated by the Board for such purpose.

6.6.1.3 Owners' vehicles shall be parked in the garage or driveway of or pertaining to a Lot, Unit (if the Unit contains a garage or has an appurtenant driveway) or Parcel. In no manner shall an Owner's vehicles block or impede, in whole or in part, a sidewalk.

6.6.1.4 No parking shall be permitted on any street or alleyways contained within the Community between the hours of 12:00 a.m. and 6:00 a.m. The foregoing restriction shall not be applicable to street parking in designated areas specifically contemplated for vehicular parking.

6.6.1.5 No vehicle shall be permitted to park overnight within the Community which cannot be parked within the size of a private parking garage with the garage door closed.

6.6.2 Number of Vehicles. No more than 2 vehicles of any type may be parked overnight in the driveway of a Lot which contains a 2 car garage, and no more than 3 vehicles of any type may be parked overnight in the driveway of a Lot which contains a 3 car garage, without the written consent of the Association.

6.6.3 Unlicensed Vehicles. No unlicensed vehicle or vehicle which cannot operate on its own power shall remain in the Community for more than 12 hours, except as contained within (a) the closed confines of the garage of or pertaining to a Lot, Unit or Parcel, or (b) the closed confines of parking areas or garages contained within a Subdivision, as the case may be.

6.6.4 Repairs. No repair, except for emergency repair, of vehicles shall be made within the Community, except within (a) the closed confines of the garage of or pertaining to a Lot, Unit or Parcel, or (b) the closed confines of parking areas and garages contained within a Subdivision, as the case may be.

6.6.5 Commercial Vehicles.

6.6.5.1 No "commercial vehicle" (i) shall be permitted to be parked in the Community for a period of more than 4 hours per day unless such commercial vehicle is temporarily present and necessary in the actual construction, maintenance or repair of a Home, Lot, Unit or Parcel or other improvements in the Community, or (ii) shall be permitted to be parked overnight or stored in the Community unless fully enclosed within a garage. Any local, state or federal government vehicle which is clearly so identified that is assigned to an Owner shall be exempt from this Section 6.6.5.1.

6.6.5.2 For purposes of clarity, no Owner, Resident or Authorized User shall be permitted to park a limousine or like vehicle upon any portion of the Property, regardless of whether or not such limousine or like vehicle is intended by such Owner or Resident to be that person's primary vehicle and mode of transportation.

6.6.5.3 For the purposes of this Declaration, "commercial vehicle" means a vehicle which is determined by the Association to be for a commercial purpose (and the Association shall take into consideration, among other factors, lettering, graphics or signage located on or affixed to the exterior of the vehicle which identifies a business or commercial enterprise, but the existence of such lettering, graphics or signage shall not be dispositive).

6.6.6 Prohibited Vehicles and Uses. No boats, jet skis, wave runners, boat trailers, trailers of any kind, campers, motor homes, mobile homes, truck campers, mopeds, buses, limousines or other like vehicles shall be permitted to be parked in the Community unless (a) kept at all times fully enclosed within a private parking garage with the garage door shut at all times except for periods of ingress and egress, or (b) parked in an area designated by Declarant for such purposes. No vehicle shall be used as a domicile or residence, temporarily or permanently.

6.6.7 Low Speed Vehicles. "Low Speed Vehicles" (as defined in Section 320.01(41), F.S.) shall be permitted within the Community, provided that (a) the Florida Department of Transportation has not made a determination that the use of Low Speed Vehicles on and within the roadways of the Community is prohibited based upon the interests of safety, (b) the owner and/or operator of such Low Speed Vehicle complies with all governmental requirements, including, but not limited to, the requirements of Section 316.2122, F.S., (c) the Low Speed Vehicle is only utilized on roadways intended for use by automobiles, and shall not be utilized on any other portion of the Common Property, including, but not limited to, sidewalks, pathways and grass areas, (d) the Low Speed Vehicle shall be kept on a Lot, Unit or Parcel at all times fully enclosed within a private parking garage with the garage door shut at all times except for periods of ingress and egress, (e) the owner or operator of a Low Speed Vehicle shall register such vehicle with the Association in accordance with applicable Rules and Regulations, and (f) the owner or operator of a Low Speed Vehicle shall comply with any additional applicable Rules and Regulations.

6.6.8 Exemptions. In addition to any other exemptions from the provisions of this Section 6.6 stated otherwise, this Section does not apply to vehicles utilized for sales, construction or maintenance operations of or by Declarant, a Builder or the Association.

6.6.9 Amendments to this Section. No amendment or modification to this Section 6.6 shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property. The Association may, but shall not be obligated to, promulgate Rules and Regulations and clarify the provisions and objectives of this Section 6.6.

6.6.10 Garage Doors. The garages for all Homes on Lots or Parcels, and all Units containing a garage, shall be equipped with automatic garage doors. Owners shall generally keep the garage doors closed except when required for ingress and egress to and from the garage. Garage screen doors are not permitted in any fashion, based upon the declared intent to maintain a proper aesthetic within the Community.

6.7 Driveways. No driveway surface shall be repaired, replaced or reconstructed except in a manner and with material consistent with the original construction of the driveway, and any such activities may not occur without the prior written approval of the ARC.

6.8 Traffic Regulation. The Association may, but shall not be obligated to, employ individuals, enter into one or more agreements to enforce Rules and Regulations concerning operation of motorized vehicles, parking restrictions and to otherwise provide a more enjoyable environment, on the internal roads of the Community.

6.9 Animals and Pets.

6.9.1 Number of Pets. No more than a total of 3 commonly accepted household pets (such as dogs and cats) may be kept within or upon a Lot, Unit or Parcel, except that pets that are of a known breed to be vicious as determined by the local municipality are not permitted. Notwithstanding the preceding sentence, with regard to a Subdivision, the terms of the Subdivision Declaration shall set forth any restrictions on pets for that particular portion of the Community, but in no event shall any such Subdivision Declaration be more permissive than the provisions of this Section 6.9.1. The lack of any restrictions on or provisions governing the existence of animals and pets in a Subdivision Declaration as originally recorded shall mean that the Lots, Units or Parcels contained within such Subdivision are subject to the provisions of this Section 6.9.

6.9.2 Prohibited Animals. Swine, goats, horses, pigs, cattle, sheep, chickens, and the like, are hereby specifically prohibited from being kept or maintained within the Community. Animals, fowl, birds and reptiles which are deemed by the Board to be obnoxious are prohibited. The determination of what is or what may be obnoxious shall be determined by the Association in its sole discretion. No animal breeding or sales as a business shall be permitted in the Community.

6.9.3 Prohibited Actions. No pet or animal shall be kept on the exterior of a Home, Lot, Unit or Parcel, or upon the Common Property, or left unattended in a yard or on a balcony, porch, patio or lanai. All pets (including cats) shall be walked on a leash when outside of the physical boundaries of a Home, and no pet shall be permitted to be kept outside of the boundaries of a Home while such pet's owner is away from the Home or overnight (meaning that no pet shall be permitted to sleep outside of the physical boundaries of a Home). No pet shall be permitted to leave its excrement on any portion of the Property, and the owner of such pet shall immediately remove the same.

6.9.4 Nuisance. A determination by the Board that an animal or pet kept or harbored in a Home, Lot, Unit or Parcel is a nuisance shall be conclusive and binding on all parties. When notice of removal of any pet is given by the Board, the pet shall be removed within 48 hours of the giving of the notice.

6.9.5 Limitations on Amendment. No amendment to this Section 6.9 shall be permitted except upon the prior written consent of Declarant for so long as Declarant owns any lands contained within the Community.

6.9.6 Agreement of Owners. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, shall indemnify the Association, the Golf Club and Declarant and hold them harmless from and against any loss or liability of any kind or character whatsoever arising from such Owner's having any pet upon any portion of any property subject to this Declaration.

6.9.7 Rules and Regulations. The Association shall have the power and right to promulgate Rules and Regulations in furtherance of the provisions of this Section, including, but not limited to, weight limitations, the number of pets and breeds of pets.

6.10 Nuisances; Hazardous Materials. No noxious or offensive activity shall be conducted upon any portion of the Property, nor shall anything be done thereon which may become an annoyance or nuisance to the Community or its members. No inflammable, combustible or explosive fluid or chemical substance shall be kept on any portion of the Property except such as are required for normal household use, and same shall be kept within a Home or upon a Lot, Unit or Parcel.

6.11 Trash; Garbage Containers; Recycling Containers.

6.11.1 No portion of the Property shall be used or maintained as a dumping ground for rubbish.

6.11.2 All trash, garbage or other waste shall be solely maintained in sanitary containers, and all such containers shall be kept in a clean and sanitary condition. If provided by a service provider, containers to hold recycling and garbage shall be utilized by each Owner. If recycling and garbage containers are not provided by a service provider, the Association shall issue specifications for acceptable containers.

6.11.3 With regard to all Homes, all trash containers shall be stored in the garage of or pertaining to a Home, and all trash containers shall be taken to curbside in front of the Home not earlier than 6:00 pm on the evening prior to the day of collection and returned to their area of storage not later than 6:00 pm of the day on which trash was collected.

6.12 Satellite Dishes. Satellite dishes, aerials, antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Home shall be permitted without any requirement for approval from the Board. Satellite dishes, aerials and antennas (including, but not limited to, ham radio antennas) shall not be permitted on the non-enclosed dwelling portions of the Property except to the extent required to be permitted by applicable law (including, but not limited to, the Federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate Rules and Regulations, provided same are not violative of federal law, concerning the size and location of, and safety restrictions pertaining to, the installation of such signal reception equipment. To the extent permitted by applicable law, satellite dishes shall be required to be hidden from view from adjacent lands through location and landscaping techniques.

Notwithstanding any provision to the contrary, only antennae, aerials and satellite dishes which are designed to receive signals shall be permitted (i.e., no antennae and satellite dishes which broadcast a signal shall be permitted) on a Lot, Unit or Parcel. The preceding sentence shall be deemed inapplicable to the Association, which, in its discretion and from time to time, shall have the power, right and ability to erect or install any satellite dish, aerial or antenna or any wireless networking devices and facilities for purposes of disseminating information to the Owners or for access control and monitoring purposes.

6.13 Energy Conservation Devices. The ARC must approve all solar panels/collectors and other energy conservation equipment prior to installation of such equipment on a Home, Lot, Unit or Parcel. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems, or other applicable Governmental Entity regulations and/or ordinances. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ARC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.0 feet above the surface of the roof of a Home, and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Home for which such equipment is installed. This provision is not intended to prohibit the use of energy conservation devices.

6.14 Division of Lands; Prohibition Against Timesharing. No Lot, Unit or Parcel or Parcel shall be subdivided or its boundary lines changed except by Declarant as to the Lots, Units or Parcels owned by Declarant and otherwise except with the prior written approval of the Board. The Board may permit a division in ownership of any Lot, Unit or Parcel intended for a single family residence as shown on a plat, but solely for the purpose of increasing the size of the adjacent Lots, Units or Parcels. Declarant hereby expressly reserves the right to replat any Lots, Units or Parcels owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable Governmental Entity subdivision and zoning regulations.

No portion of the Property shall be made subject to any type of timeshare program, interval ownership, vacation club or similar program (except for hotel or short-term lodging purposes by Declarant) whereby the right to exclusive use of the Home, Lot, Unit or Parcel rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years. This Section shall not prohibit ownership of such property by joint tenants or tenants-in-common nor shall it prohibit ownership by an owner who is not a natural person. Notwithstanding anything to the contrary, Declarant shall specifically be exempt from any timeshare or interval ownership development restrictions imposed by this Declaration, and in its sole discretion may develop a timeshare regime or facility on any portion of the Property from time to time. No amendment or modification to this Section shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.15 Firearms. The recreational discharge of firearms within the Community is prohibited. The term "firearms" includes "B-B" guns, paintball guns, pellet guns, and other firearms of all types, regardless of size.

6.16 Irrigation. No sprinkler or irrigation systems of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Property shall be installed, constructed or operated within the Property by any Person other than Declarant or the Association. No Person may install a pump or otherwise divert any waters from any lake located wholly or partially on, or which are adjacent to, the Property for purposes of irrigation or any other purpose.

6.17 Wells and Drainage. No private water system or well shall be constructed or permitted on any portion of the Property, either for personal use or for irrigation. 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 Declarant or the Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself and grants to the Association a perpetual easement across the Property for the purpose of altering drainage and water flow, provided the same shall not unreasonably interfere with an Owner's use of a Parcel. Notwithstanding the foregoing, Declarant shall be permitted to install and maintain wells on the Property as they determine from time to time (in which event such wells shall be deemed to be permitted once the property upon which the well is located is conveyed to a third party).

6.18 Sewage Disposal; Septic Tanks. No individual sewage disposal system shall be permitted on any portion of the Property. Septic tanks are not permitted on any portion of the Property, except for sales centers, models or construction offices of Declarant or as otherwise permitted by the ARC in conjunction with temporary use.

6.19 Temporary Structures. No structure of a temporary character, trailer, tent, shack, storage building, shed, stand-alone garage, barn or other outbuilding (a) shall be used on any portion of the Property at any time as a residence either temporarily or permanently, except that Declarant or Builder may place any type of temporary structure on any portion of the Property at any time to aid in its construction and/or sales activities, or (b) shall be permitted to be located on any portion of the Property for any other purpose without the prior written approval of the ARC (Declarant shall be exempt from this approval requirement with regard to Declarant-owned Lots, Units or Parcels), and a Builder shall be exempt from this approval requirement with regard to Builder-owned Lots, Units or Parcels).

6.20 Insurance Rates. No Owner shall permit or suffer anything to be done or kept in such Owner's Home or, where applicable, on such Owner's Lot, Unit or Parcel, which would increase the rate of insurance as to other Owners or to the Association, a Builder or Declarant, result in the cancellation of insurance on any property insured by the Association, or would be in violation of any law.

6.21 Sight Distance at Intersections. All portions of the Property located at street intersections shall be landscaped in a manner so as to permit safe sight across the street corners.

6.22 Utility Lines. No overhead utility lines, including, without limitation, lines for electric, telephone and cable television, shall be permitted within the Property, except for (a) overhead transmission lines existing as of the date of original recording of this Declaration, and (b) temporary lines as required during construction and lines within the Property as the same may exist on the date hereof.

6.23 Wetlands, Lakes and Water Bodies. All lakes, ponds and streams within the Property, if any, shall be designated as aesthetic and drainage or irrigation amenities. No swimming, boating, playing, fishing or use of personal flotation devices on all water bodies or lake within the Community shall be permitted, save and except for activities specifically permitted by the Rules and Regulations and the requirements of the WMD Permit.

6.24 Increase in the Size of Lots; Changes in Elevation. No Lot shall be changed in size by filling in any water body or lake it may abut or by excavating existing ground, except upon the prior written approval of the ARC. The elevation of a Lot may not be changed so as to materially affect the surface elevation or grade of the surrounding Lots, Units, Parcels, Subdivision Common Areas or the Common Property without the prior written approval of the ARC.

6.25 Signs.

6.25.1 In General. No sign, billboard or advertisement of any kind, including, without limitation, those of realtors, contractors, subcontractors and for sale or for lease signs, shall be erected within the Property without the written consent of the ARC and in accordance with the Community Wide Standard, except as may be required by legal proceedings or applicable law, and except signs, regardless of size, used by Declarant, its successor and assigns, and replacement of such signs. If permission is granted to any Owner to erect a sign within the Property, the ARC reserves the right to restrict the size, color, lettering, height, material and location of the sign. Under no circumstances shall signs, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Property be permitted within the Property. The ARC may promulgate rules and regulations for signs which do not require prior ARC approval to be placed on a Lot, Unit or Parcel or any Subdivision Common Areas. No sign shall be nailed or otherwise attached to trees, shrubs or other landscapes.

6.25.2 "For Sale" Signs; Prohibition Against "For Rent" or "For Lease" Signs; Limitation on "Open House" Signs.

6.25.2.1 Lots, Units or Parcels which are for sale or lease may be shown by prior appointment only.

6.25.2.2 "For sale" realtor signs or like signs shall be permitted on any Lot, Unit or Parcel or the Common Property only in accordance with the general depiction contained in Exhibit E attached hereto and made a part hereof.

6.25.2.3 "Open house" signs are not permitted to be placed on a Lot, Unit, Parcel, Common Property or any Subdivision Common Areas.

6.25.2.4 No "For Rent" or "For Lease" signs shall be permitted on a Lot, Unit or Parcel.

6.25.2.5 Notwithstanding the foregoing provisions of this Section 6.25.2, Declarant (a) shall be entitled to utilize signs on or pertaining to a Lot, Unit or Parcel indicating the name of a particular model type or the name of the future owner of a Home on a Lot, Unit or Parcel being constructed or to be constructed, and (b) shall be exempt from the provisions of this Section 6.25.2.

6.25.3 Traffic Signs. The Association shall be responsible for the installation, maintenance, repair and/or replacement of all traffic signs within the Community. The Association, for aesthetic purposes, may not, and shall not be required to, fully utilize the Florida Department of Transportation standards for any or all traffic signs.

6.25.4 Declarant Exemption; Amendment to Provisions Concerning Signs. Declarant and each Builder are specifically exempt from the provisions of this Section 6.25, and as such shall be entitled to erect such signs as it deems necessary or desirable in Declarant's or Builder's (as the case may be) sole discretion from time to time (provided, however, that any signs erected by a Builder must be consistent with the size, nature and type of signs employed by Declarant within the Community). No amendment or modification to this overall Section 6.25 pertaining to signs shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.25.5 Additional Provisions Pertaining to Signs. Notwithstanding anything herein to the contrary, the following signs shall be permitted in accordance with the Act:

6.25.5.1 Any Owner may erect a freestanding flagpole no more than 20 feet high on any portion of such Owner's Lot, Unit or Parcel, regardless of any covenants, restrictions, bylaws,

rules, or requirements of the Association, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement.

6.25.5.2 Any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard.

6.25.5.3 Any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to a Home. The Association may promulgate Rules and Regulations in furtherance of this Section, provided, however, that no such Rules and Regulations will inhibit the rights of a member pursuant to Section 720.304(6) of the Act.

6.25.5.4 Any artificial lighting of a flag under this Section 6.25.6 shall require the prior written approval of the ARC prior to installation.

6.26 Swimming Pools; Spas; Screens and Screened Enclosures.

6.26.1 Swimming Pools. The Owner of a Lot, Unit or Parcel may apply to the ARC for approval for installation of a swimming pool in accordance with all applicable Governmental Entity regulations.

6.26.1.1 Above-Ground Pools. No above-ground pools, hot tubs, spas or other like improvements or equipment shall be erected, constructed or installed on any Lot, Unit or Parcel.

6.26.1.2 In-Ground Pools. All in-ground pools shall be contained within a screened enclosure or otherwise shall be enclosed in accordance with applicable law.

6.26.1.3 Pool Equipment. All pool equipment shall be shielded from view.

6.26.2 Spa. An Owner may to apply to the ARC for approval for installation of an in-ground or an above-ground spa in accordance with all applicable Governmental Entity regulations, including setback requirements.

6.26.3 Screened Enclosures for Patio Areas.

6.26.3.1 The use of standard cage screen enclosures may be restricted on Lots, Units, Parcels and Homes abutting or facing certain portions of the Property, as shall be determined by the ARC.

6.26.3.2 Any screened enclosures shall be integrated within the principal structure, shall be constructed in accordance with applicable Governmental Entity building code provisions, and shall be subject to construction, design and appearance approval by the ARC, which may vary by Neighborhood. The ARC may, but shall not be obligated to, approve an alternate fence structure on a Lot, Unit or Parcel in lieu of a screened enclosure, subject to applicable provisions of the ARC Guidelines and applicable Governmental Entity building code provisions; the ARC shall be permitted to approve or disapprove any such alternative fence structure in its sole discretion.

6.26.3.3 All screened pool and patio area enclosures shall be bronze in color and no mill finish aluminum is permitted, it being the intent of Declarant to ensure a uniform and consistent exterior appearance within the Community.

6.26.4 Screening of Lanais. No lanai may be enclosed by screening except for those located on the first floor of a Home or Unit; provided, however, that any screened enclosure which

encompasses a deck area may serve to permissibly enclose lanai and balcony areas located above the first floor of a Home or Unit.

6.26.5 Screens on Windows and Doors.

6.26.5.1 The foregoing provisions shall not be deemed to apply to screens directly affixed to windows or sliding glass doors.

6.26.5.2 An Owner or Authorized User shall be permitted to install and construct a screened enclosure on the front patio or entrance area to a Home, provided that the Owner or Authorized User first obtains the prior written approval of the ARC for such installation and construction.

6.26.6 Limitations on Amendment. Except as otherwise provided herein, the provisions of this Section 6.26 shall not be amended without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.27 Air Conditioning Units. No window air conditioning units may be installed on any Lot, Unit or Parcel except in connection with a temporary structure operated by Declarant, a Builder or the Association.

6.28 Lighting. Except for seasonal Christmas or holiday decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved by the ARC prior to installation.

6.29 Artificial Vegetation, Exterior Sculptures and Similar Items. All artificial vegetation, exterior sculpture, fountains, and similar items must be approved by the ARC prior to installation; provided, however, that nothing herein shall prohibit the appropriate display of the American Flag.

6.30 On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot, Unit or Parcel except that up to 5 gallons of fuel may be stored upon a Lot, Unit or Parcel and/or within the boundaries of the Home contained on a Lot, Unit or Parcel for emergency purposes and/or operation of lawn mowers and similar tools or equipment (to the extent that an Owner has responsibility for maintenance activities requiring such equipment). Underground propane or natural gas tanks shall be permitted on the Property but only with ARC approval. Notwithstanding the foregoing to the contrary, small propane tanks which are utilized directly and solely in connection with a barbecue grill shall be permitted on any Lot, Unit or Parcel, subject to applicable fire code and safety regulations. All fuel tanks must be hidden from view.

6.31 Outside Window Coverings. Reflective window coverings are prohibited. No awnings, canopies or shutters shall be permanently installed on the exterior of any building unless approved by the ARC prior to installation.

6.32 Fences and Walls. No fence shall be permitted within the Community, based upon the limited size of the Lots and Parcels and it being Declarant's stated intent to ensure a uniform and consistent exterior appearance within the Community.

6.33 Use Indemnity. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, to indemnify, defer and hold harmless the Association, the Golf Club, Declarant and their partners, shareholders, directors, officers, employees and agents for any claims, demands, losses, costs, fees and expenses related to, or in any way pertaining to, use of any Common Property furnished by Declarant, or the Association, by the Owner and other Authorized Users.

6.34 Maintenance Easement. Every Lot, Unit and Parcel is burdened with an easement permitting the Association to utilize portions of the Property abutting the Common Property to maintain

portions of the Common Property, provided such easement shall be exercised in a manner which does not interfere with use or enjoyment of the Lot, Unit or Parcel for its primary purpose and that such use by the Association will not damage improvements on the Lot, Unit or Parcel.

6.35 Home Business Use. No trade or business may be conducted in or from any Home, Lot, Unit or Parcel, except that an Owner, Resident or Authorized User residing in a Home may conduct business activities within the boundaries of the Home so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the boundaries of the Home; (b) the business activity conforms to all Governmental Entity requirements; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents; and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the privacy or safety of the Residents, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this subsection, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot, Unit or Parcel shall not be considered a trade or business within the meaning of this Section.

For purposes of clarity, in no manner shall an Owner, tenant or other resident be permitted to utilize a Lot, Unit or Parcel for purposes of permitting business employees or contractors to reside in such Lot, Unit or Parcel, as any such usage does not constitute and shall in no manner be deemed to be a permitted business use under this Section 6.35.

6.36 View Impairment. Neither Declarant nor the Association nor the Golf Club guarantees or represents that any view over or across any body of water or the Common Property or the Golf Club Facilities to and from the Lots, Units or Parcels shall be preserved without impairment. The owners of such property shall have no obligation to thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add or withdraw trees and other landscaping and other improvements or changes to the Common Properties from time to time. Any such changes or additions may diminish, obstruct or impair any view from the Lots, Units or Parcels, and any express or implied easements for view purposes or for the passage of light and air are hereby disclaimed.

6.37 Wildlife. All Persons are hereby notified that from time to time alligators, snakes, bear, rabbit, opossum, armadillos and other wildlife may inhabit or enter into or exit from water bodies or conservation areas within the Community and may pose a threat to persons, pets and property. No Person shall be permitted to disturb or harm any wildlife residing in the Community.

6.38 Use of Common Property. There shall be no alteration, addition or improvement of any Common Property, except as provided in this Declaration, nor shall any Person use the Common Property, or any part thereof, in any manner contrary to or not in accordance with applicable Rules and Regulations or approved and authorized in writing by the Association.

6.39 Mailboxes.

6.39.1 Mailboxes shall be constructed and located by Declarant in its sole discretion and in accordance with U.S. Postal Service requirements. In the event that a mailbox is not installed by Declarant, prior to occupying a Lot, the Owner thereof shall install or have installed a mailbox of such type, design and decoration, and in such location on the Lot as shall hereafter be designated by Declarant and/or approved by the ARC. No other mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines and/or similar material(s) shall be placed, located, constructed and/or installed on any Lot. No mailbox may be altered, changed, modified, repaired and/or

replaced without the prior written approval of the ARC. Replacement and maintenance of mailboxes shall be the obligation of the Owner.

6.39.2 Notwithstanding the provisions of Section 6.39.1 to the contrary, in the event that the U.S. Postal Service makes the determination and decision that it will not provide mail delivery or service to individual mailboxes serving individual Lots, Units or Parcels, cluster mailbox structures ("Mail Structures") shall be erected within the Property for purposes of permitting mail delivery and service for the Lots, Units and Parcels. The Owner of a Lot, Unit or Parcel shall be entitled to the sole and exclusive use of the individual mailbox contained in a Mail Structure which pertains to that Owner's Lot, Unit or Parcel. As and to the extent necessary, a perpetual, non-exclusive easement is hereby granted to the Owners over, across and through the Common Areas and any portion of a Lot, Unit or Parcel or Subdivision Common Areas containing a Mail Structure (if any) so as to permit necessary access; provided, however, that the scope of the foregoing easement shall be specifically limited to pertain only to the smallest amount of any Lot, Unit, Parcel or Subdivision Common Areas if and to the extent necessary to obtain access to the Mail Structure.

6.39.3 A perpetual, non-exclusive easement is hereby declared across the Common Areas for purposes of permitting delivery of the mail.

6.40 Extended Vacation or Absences. In the event that a Lot, Unit or Parcel will not be occupied for an extended period of time, the Lot, Unit or Parcel must be prepared prior to departure by:

6.40.1 notifying the Association of such absence and the anticipated date of return;

6.40.2 removing all removable furniture, plants and other items of personal property from the exterior of the Lot, Unit or Parcel; and

6.40.3 designating a person or entity to care for the Lot, Unit or Parcel during such period of absence (both in terms of routine care and in the event of damage) and providing necessary access to the Lot, Unit or Parcel and any Home contained thereon (the Owner is required to provide the Association with the name and telephone number of the designated person or entity).

The Association hereby disclaims any responsibility with regard to each Lot, Unit or Parcel, and each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the Association has no duty with regard to any Lot, Unit or Parcel under this Section 6.40.

6.41 Storm Shutters. Subject to applicable law, storm shutters and other similar equipment shall only be permitted, upon the prior written approval of the ARC, in accordance with the ARC Guidelines. Storm shutters and other similar equipment shall only be permitted to be closed or otherwise put into use or activated in direct anticipation of severe weather, and shall be promptly removed, within three (3) days, following cessation of severe weather. Accordion style storm shutters are not permitted on the front façade of any Home.

6.42 Garage Sales. No garage sales or other private sales of a similar nature shall be permitted at any time in the Community, it being the specific intention of Declarant to preserve the distinct nature and character of the Community as developed. No amendment or modification to this Section shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.43 Sound Transmission. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that sound and impact noise transmission is very difficult to control, and that noises from adjoining or nearby Lot, Unit or Parcel, or from the Common Property and/or mechanical equipment, adjacent businesses, or adjacent roadways or streets, can be heard from within another Home. Declarant and each Builder do not make

any representation or warranty as to the level of sound or impact noise transmission between and among Lots, Units and Parcels and any other portion of the Property, and each Owner hereby waives and expressly releases, to the extent not prohibited by applicable law as to the date of this Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

6.44 Access Ramps. Any Owner may construct an access ramp on or to their Home if a Resident or Authorized User of the Home has a medical necessity or disability that requires a ramp for egress and ingress, under the following conditions:

6.44.1 The ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use.

6.44.2 Plans for the ramp must be submitted in advance to the Association. The Association may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces.

6.44.3 The Owner must submit to the Association an affidavit from a physician attesting to the medical necessity or disability of the Resident or Authorized User of the Home requiring the access ramp. Certification as required under Section 320.0848, *Florida Statutes*, shall be sufficient to meet the affidavit requirement.

6.45 Basketball Goals. Basketball goals and accompanying or related structures or supports are not permitted on or for Lots, Units and Parcels, it being Declarant's stated intent to ensure a uniform and consistent exterior appearance within the Community, except that portable basketball stands are permitted providing the Owner stores the equipment in a garage or other fully-enclosed area whenever the equipment is not in use.

6.46 Swingsets and Playground Equipment. No swingset or playground equipment or other similar devices or items shall be placed on a Lot, Unit or Parcel without the prior written consent of the ARC.

6.47 Prohibition Against Auctions. No Lot, Unit or Parcel, or any personal property contained within or pertaining to a Lot, Unit or Parcel, shall be permitted to be sold by means of a public or private auction held within or upon a Lot, Unit or Parcel or upon any portion of the Community; provided, however, that (a) the sale of a Lot, Unit or Parcel, or any personal property contained within or pertaining to a Lot, Unit or Parcel, pursuant to court order (such as, but not necessarily limited to, an order of forced sale as a result of foreclosure, bankruptcy or seizure) shall be exempt from the prohibitions of this Section 6.47, and (b) Declarant shall be exempt from the provisions of this Section 6.47.

6.48 Prohibition Against Docks. With respect to any Lot located on a lake within the Community, no single-family dock shall be permitted on such Lot. The provisions of this Section 6.48 shall not be amended without the prior written consent of the District.

6.49 Florida Green Building Coalition. All Owners shall be required to adhere to and comply with the program standards of the Florida Green Building Coalition ("FGBC") for all new single-family Homes, and to the extent applicable, other types of Homes. Additionally, all Owners must apply these standards to any new landscaping or Home improvement project conducted on such Owners' Lots, and shall maintain and manage all Lots and Homes in a manner that conserves and preserves natural resources.

6.50 Rules and Regulations. The Board may from time to time adopt, or amend previously adopted, Rules and Regulations governing (i) the interpretation and more detailed implementation of the restrictions set forth in this Declaration, including those which would guide the Committee in the uniform enforcement of the foregoing general restrictions, and (ii) the details of the operation, use, maintenance, management and control of the Common Properties; provided, however, that copies of such Rules and

Regulations shall be furnished to each Owner prior to the time same becoming effective and provided that said Rules and Regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions of this Declaration.

6.51 Provisions Inoperative as to Initial Construction; Exemptions for Specified Parties. Nothing contained in this Declaration will be interpreted, construed or applied to prevent Declarant or with the prior written consent of Declarant so long as Declarant is an Owner of any portion of the Property, and then the Association, or its or their contractors, subcontractors, agents, and employees (collectively, "Specified Parties"), from doing or performing on all or any part of the Property owned or controlled by Declarant whatever is determined to be reasonably necessary or convenient to complete the development of the Community, including, but not limited to, (a) the right to erecting, construct, and maintain such structures and other improvements as may be reasonably necessary or convenient for the conduct of the Specified Parties' business of completing the development, establishing the Property as a mixed-use community, disposing of the same by sale, lease, or otherwise and operating and maintaining a hotel, restaurant, bar, parking, sales and marketing or other non-residential facilities on the Property; (b) the ability to conduct thereon its business of completing the development and disposing of the same by sale, lease or otherwise, and operating and maintaining of a hotel, restaurant, bar, parking, sales and marketing or other non-residential facilities on the Property (however, any and all work described herein and proposed to be performed must be performed in accordance with the provisions of the ARC Guidelines); and (c) the right to maintain such signs as may be reasonably necessary or convenient in connection with the development or the sale, lease or other transfer of Lots, Units or Parcels or the operating and maintaining of a hotel, restaurant, bar, parking, sales and marketing or other non-residential facilities on the Property.

6.52 Access by Association. The officers, employees or designated agents of the Association have a right of entry onto the exterior of each Lot, Unit or Parcel, except those owned by Declarant or a Builder, to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration or to investigate or enforce the provisions of the Governing Documents and the Rules and Regulations. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and the entry may be only upon reasonable notice whenever circumstances permit. Entry into the interior of any Home may not be made for any purpose without the consent of its Owner, Resident or Authorized User of a Home, except pursuant to court order or other authority conferred by law. Such consent will not be unreasonably withheld or delayed.

6.53 Requirement for Declarant Consent for Amendments. No amendment to any provision contained in this Article 6 may be amended without the prior written consent of Declarant for so long as Declarant owns any Lot, Unit or Parcel within the Community.

6.54 Compliance with Occupancy Requirements. Notwithstanding any provision herein to the contrary, the Owner of a Lot, Unit or Parcel shall ensure that there is compliance with any and all occupancy requirements of applicable Governmental Entities.

6.55 Waivers. Declarant (and upon such time as Declarant no longer owns any portion of the Property, the Board) shall have the right and power, from time to time and in Declarant's (or the Board's) sole discretion, to authorize waiver of one or more of the restrictions contained in this Article 6 when circumstances dictate or hardship shall result from compliance with such restriction(s). The granting of a waiver shall not be effective unless in writing, and the granting of one waiver shall not require Declarant to grant any other waiver for which a request is made.

ARTICLE 7: EASEMENTS

7.1 Easements for Utilities, Community Systems and Communications Systems.

7.1.1 Declarant has identified, or will identify, pursuant to the Plats or other instruments, areas for use by all utilities (including, without limitation, electric, telephone, water, sewer, lighting, drainage and Surface Water Drainage and Management System, irrigation distribution system,

communication system, and cable and interactive cable television and entry system) for the construction and maintenance of their respective facilities servicing the Property.

7.1.2 Declarant hereby reserves unto itself and grants to the Association, the District, BRU and LWRC the right by each in accordance herewith to grant to such utilities, jointly and severally, easements (blanket or specific) over any portions of the Property which may be necessary or desirable for such purpose and for the installation of Community systems and utilities from time to time. Any such easement shall be created in such a manner so as not to unreasonably interfere with the beneficial use or occupancy of any Lot, Unit or Parcel.

7.1.3 Declarant hereby reserves unto itself and grants to the Association, the District, BRU and LWRC an easement over, across, under and through the Common Property and undeveloped portions of the Property for the installation, operation, maintenance, repair, replacement, alteration and/or expansion of cable television, telecommunications, wireless communications, antennae, alarm and monitoring lines, pipes, facilities, equipment and amplifies and towers.

7.1.4 If specific easements will be granted, the location and extent of such easements will be shown on the plats to be recorded of the Property or in such other instruments defining same to be executed by Declarant for so long as Declarant owns any portion of the Property, and thereafter by the Association.

7.1.5 In addition to the above, Declarant hereby reserves unto itself and grants to the Association, with the right by each to make further grants, an access and use easement over, under, across and through the Property as may be required for the construction, maintenance and operation of any communication, cable television (including interactive), drainage and surface water management, irrigation distribution system and entry system; provided, however, any such easement shall not unreasonably interfere with the beneficial use or occupancy of any Lot, Unit or Parcel.

7.1.6 Declarant, the Association, the District, BRU and LWRC and their respective agents, employees, designees, successors and assigns, shall have full rights of ingress and egress over any portion of the Property for all activities appropriately associated with the purposes of said easements, but all damage to such portions of the Property caused thereby shall be repaired at the cost of the party causing the damage.

7.1.7 Nothing in this Article shall obligate Declarant to construct or maintain any specific form of utility.

7.2 Drainage Easement. A perpetual, non-exclusive easement is reserved unto Declarant, and is granted to the Association, the Golf Club and the District, over, across and through the Property for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities, including the Surface Water Drainage and Management System. Upon completion of said drainage facilities, the location and extent of specific drainage easements may be shown on the plats or in such other instruments defining same to be executed by Declarant for so long as Declarant owns any portion of the Property, and thereafter by the Association and the District.

7.3 Easement for Encroachments.

7.3.1 Each portion of a Lot, Unit or Parcel and the Common Property is hereby subjected to a perpetual easement appurtenant to any adjoining Lot, Unit, Parcel or the Common Property to permit the use, construction, existence, maintenance, repair and restoration of structures, located on such adjoining Lot, Unit, Parcel or the Common Property, including, but not limited to, driveways, sidewalks, walkways, entryways and roof structures which overhang and encroach upon the servient Lot, Unit or Parcel or the Common Property, if any, provided that such structures were constructed by Declarant or the construction of such structure is permitted and approved as elsewhere herein provided. The Owner of the dominant Lot, Unit or Parcel or the Common Property shall have the

right, at all reasonable times, to enter the easement area in order to make full use of such structure for its intended purposes and to maintain, repair and restore any improvements located on the dominant Lot, Unit or Parcel or the Common Property; provided, however, that any such entry made for purpose of maintenance, restoration or repair, shall be limited to daylight hours and shall only be made with the prior knowledge of the Owner of the servient Lot, Unit or Parcel or the Common Property. In case of emergency, the right of entry for maintenance, restoration or repair shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the Owner of the servient Lot, Unit or Parcel or the Common Property. Any damage or dislocation of or to plants or other landscaping on the servient Lot, Unit or Parcel (or portion thereof) or the Common Property caused to accommodate the use of this easement by the Owner of the dominant Lot, Unit or Parcel (or portion thereof) or the Common Property shall be restored to its earlier condition by such latter Owner. However, the Owner of the servient Lot, Unit or Parcel or the Common Property shall not place any improvement, material or obstacle in or over the easement area on the servient Lot, Unit or Parcel or the Common Property which would unreasonably interfere with the rights of the Owner of the dominant Lot, Unit or Parcel or the Common Property granted by this paragraph. Any such improvement, material or obstacle shall be promptly removed by the Owner of the servient Lot, Unit or Parcel or the Common Property at such Owner's expense when requested by the Owner of the dominant Lot, Unit or Parcel or the Common Property or Declarant notwithstanding any lapse of time since such improvements, material or other obstacle was placed in or over the easement area. However, in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment or use is materially detrimental to or materially interferes with the reasonable use and enjoyment of the Lot, Unit or Parcel of another Owner and if it occurred due to the willful conduct of any Owner.

7.3.2 The Association and/or the District (as the case may be) is or shall be the holder of certain drainage easements pertaining to stormwater management on some, but not all, of the Lots, Units and Parcels, such easements having been created or will be created pursuant to one or more subdivision plats pertaining to the Community ("Side Yard Drainage Easement Areas"). Air conditioning equipment and underlying pads ("A/C System") and/or pool pumps, heaters pads and equipment (collectively, "Pool System") for Lots, Units or Parcels may be placed and located within the Side Yard Drainage Easement Areas, provided that (a) no such installations shall be permitted without the prior written consent of the ARC, and (b) such A/C System and/or Pool System does not impair the use of the Side Yard Drainage Easement Areas for drainage purposes.

Accordingly, the Association hereby consents to and approve the encroachment of the A/C System and/or Pool System into the Side Yard Drainage Easement Areas and hereby grant a perpetual, non-exclusive easement in such regard. The Association and/or the District (as the case may be) shall be responsible for all repairs or replacements in the event that a drainage line, pipe or facility must be relocated by the Association and/or the District (as the case may be), save and except for any relocation which results from an Owner's installation of an A/C System or a Pool System within a Side Yard Drainage Easement Area. The applicable Owner shall be solely responsible for all costs and expenses associated with repairs or replacements to a drainage line, pipe or facility that results from an Owner's activities within a Side Yard Drainage Easement Area, whether or not associated with an A/C System and/or a Pool System.

This Section 7.3.2 shall not be amended except upon the vote of not less than 75% of the total eligible voting interests in the Association, and in any event no such amendment shall impair the rights of the District without the District's prior written consent to such amendment. Notwithstanding any provision herein to the contrary, any A/C System and/or Pool System installations undertaken by Declarant within a Side Yard Drainage Easement Area shall not require ARC approval.

For purposes of clarity, (1) the District has not consented to any easement encroachment under this Section 7.3.2 with respect to a Sideyard Drainage Easement Area for which the District has any responsibility, (2) any Owner that installs and/or maintains any item within any drainage easement area in the side yard of a Lot for which the District has responsibility does so at the Owner's sole risk, and (3) the District shall have no responsibility to the Owner with respect to any such installation undertaken by such Owner.

7.3.3 Each portion of a Lot and other Parcel and the Common Property is hereby subjected to a perpetual easement appurtenant to any adjoining Lot, Unit, Parcel or the Common Property to permit the use, construction, existence, maintenance, repair and restoration of walkways, which lead to entry of a Lot, Unit or Parcel, located on such adjoining Lot, Unit, Parcel or the Common Property including, but not limited to, walkways and roof structures which overhang and encroach upon the servient Lot, Unit or Parcel or the Common Property, if any, provided that such structures were constructed by Declarant or the construction of such structure is permitted and approved as elsewhere herein provided. The Owner of the dominant Lot, Unit or Parcel or the Common Property shall have the right, at all reasonable times, to enter the easement area in order to make full use of such structure for its intended purposes and to maintain, repair and restore any improvements located on the dominant Lot, Unit or Parcel or the Common Property; provided, however, that any such entry made for purpose of maintenance, restoration or repair, shall be limited to daylight hours and shall only be made with the prior knowledge of the Owner of the servient Lot, Unit or Parcel or the Common Property. In case of emergency, the right of entry for maintenance, restoration or repair shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the Owner of the servient Lot, Unit or Parcel or the Common Property. Any damage or dislocation of or to plants or other landscaping on the servient Lot, Unit or Parcel (or portion thereof) or the Common Property caused to accommodate the use of this easement by the Owner of the dominant Lot, Unit or Parcel (or portion thereof) or the Common Property shall be restored to its earlier condition by such latter Owner. However, the Owner of the servient Lot, Unit or Parcel or the Common Property shall not place any improvement, material or obstacle in or over the easement area on the servient Lot, Unit or Parcel or the Common Property which would unreasonably interfere with the rights of the Owner of the dominant Lot, Unit or Parcel or the Common Property granted by this paragraph. Any such improvement, material or obstacle shall be promptly removed by the Owner of the servient Lot, Unit or Parcel or the Common Property at such Owner's expense when requested by the Owner of the dominant Lot, Unit or Parcel or the Common Property or Declarant notwithstanding any lapse of time since such improvements, material or other obstacle was placed in or over the easement area. However, in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment or use is materially detrimental to or materially interferes with the reasonable use and enjoyment of the Lot, Unit or Parcel of another Owner and if it occurred due to the willful conduct of any Owner.

7.4 Development and Use Easements Reserved to Declarant. Declarant hereby reserves unto itself, and its successors and assigns, non-exclusive easements over, under, upon and through, as well as the right to grant non-exclusive easements over, under, upon and through, all portions of the Property from time to time, whether or not such areas have been conveyed to third parties, for the purposes of (a) permitting and having ingress and egress to and from one portion of the Property to another, (b) constructing, maintaining, repairing, replacing and/or reconstructing improvements, and (c) permitting all other activities necessary or associated with the development of the Community and each and every portion thereof.

7.5 Ingress and Egress.

7.5.1 Easements in favor of Owners. Each Owner of a portion of the Property and each other Benefited Party of a Lot, Unit or Parcel is hereby granted and shall have a perpetual, unrestricted, non-exclusive easement over, across and through the Common Property for the purpose of (i) pedestrian ingress and egress over the sidewalks, walkways and unpaved areas of the Property intended for such purpose, and (ii) vehicular ingress and egress over the paved areas of the Property to and from such Owner's Lot, Unit or Parcel, subject only to the right of the Association to impose reasonable and non-discriminatory Rules and Regulations governing the manner in which such easement is exercised, which easement shall be appurtenant to and pass with ownership to each Lot, Unit and Parcel. Notwithstanding the provisions of the preceding sentence, there shall be no right to use portions of the Common Property specifically designated for protection of endangered species or specific wildlife or for wetland or conservation purposes without the express prior written approval of the Association. Declarant hereby reserves a perpetual, unrestricted, non-exclusive easement over, across and through all roadways of the Property for itself and the Association to permit access to, from, across and through the Property.

7.5.2 Easements in Favor of the Association. The Association is hereby reserved a perpetual, non-exclusive easement over, across, under and through any and all portions of the Property as may be necessary from time to time to perform its duties and obligations under this Declaration. In addition, a perpetual, non-exclusive easement over, across, under and through a Lot, Unit or Parcel is specifically reserved to the Association in order to permit the maintenance, repair and replacement of lighting fixtures, as provided in Section 9.2.5 hereof (this easement shall specifically include the limited right to touch the exterior of a Home to which the lighting fixtures are attached or otherwise wired).

7.5.3 Easement in favor of the District and BRU. The District and BRU, for such entities and their respective employees, licensees, contractors and the like, are hereby granted a perpetual, non-exclusive easement over, across and through the Property to enable the District and BRU to maintain the District Property or other property for which it is responsible and to provide services and other matters for the Community.

7.5.4 Easements Reserved to Declarant. Declarant hereby reserves for itself and each Builder and their respective successors, assigns and designees a perpetual, non-exclusive easement over, across and through all roadway portions of the Common Property to permit legal ingress to and from public roadways to the various portions of the Community and to permit usage of the Common Property in the manner contemplated hereunder. With respect to Declarant, the foregoing easement shall continue even after Declarant no longer owns any portion of the Property. With respect to a Builder, the foregoing easements shall automatically terminate and be of no further effect on the date that is six (6) months after such Builder no longer owns any Lot, Unit or Parcel within the Property. The provisions of this Section 7.5.4 shall not be amended for a period of 30 years from the date of recordation of this Declaration without the express prior written consent of Declarant (and its specific successors and assigns in its role as the developer of the Community).

7.6 Easements Pertaining to Separation Walls. An easement is hereby reserved to Declarant and granted to the Association over, across, under and through all portions of the Property (except for those areas upon which Homes have been constructed) for the purpose of engineering, designing, constructing, maintaining, repairing, replacing and/or reconstructing any Separation Wall (defined hereinafter) that may be constructed by Declarant or the Association which the Association has the obligation to maintain. For purposes hereof, a "Separation Wall" shall be defined as the wall or walls which serve as a boundary and buffer between (a) a Lot, Unit or Parcel and a roadway, (b) two or more Lots, Units or Parcels (regardless of whether or not such wall is located solely within the boundaries of one Lot, Unit or Parcel and not the other(s)), (c) which serve to divide and separate a Lot's, Unit's or Parcel's enclosed rear yard area from the front yard, and (d) between certain lands and public right-of-way. In other words, a Separation Wall can either be contained within the Common Property or upon one or more Lots, Units or Parcels. Once a Separation Wall has been constructed, the location of the easement with regard thereto shall be where the Separation Wall exists and such area adjacent to the Separation Wall necessary for ingress and egress and to construct and maintain such Separation Wall. The blanket easement hereby granted shall not interfere with the provisions for access to Lots, Units and Parcels by curb cuts, driveways and the like.

7.7 Reciprocal Easements for Encroachments by Boundary Wall or Other Improvements. Reciprocal easements are hereby created for encroachments as between any Lots, Units or Parcels and such portion or portions of the Common Property adjacent thereto, or as between adjacent Lots, Units or Parcels, or any combination thereof, due to the placement or settling or shifting of any Boundary Wall or other improvement constructed or reconstructed thereon.

7.8 Providing a Specific Easement. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant as long as it owns any Lot, Unit or Parcel, and thereafter the Association, through its Board, shall have the right to grant such easement over the Common Property and the Parcels (as well as Subdivision Common Areas) without conflicting with the terms hereof. The easements provided for in this Section shall in no way adversely affect any other recorded easement on the Property or prevent the use of Lots, Units or Parcels for their intended purpose.

7.9 Right of Entry. All policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties as well as agents or employees of Declarant or the Association shall have the right, but not the obligation, to enter into any Home or upon any Lot, Unit or Parcel for emergency and safety reasons, and to abate nuisances (including, without limitation, false burglar alarms).

7.10 Conservation Easements. Conservation easements may be created on and pertaining to the Property as more specifically provided herein.

7.11 Continuous Maintenance of Easements by the Association. Except as provided herein to the contrary, the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the Surface Water Drainage and Management System. This obligation shall run with the land as do other provisions of this Declaration, and any Owner may enforce this covenant and will be entitled to costs and fees, pursuant to Section 23.5 hereof, which result from such enforcement.

7.12 Lake Maintenance Easements. A perpetual, non-exclusive easement is hereby reserved to Declarant, the Association and the District for a distance of 20 feet on the land side of the control elevation of each lake in the Community in order to permit legal access to and from and to permit the maintenance of all such lakes.

7.13 Non-Interference with Residential Use. Notwithstanding any provision herein to the contrary, the use of any and all easements reserved and/or declared and/or granted under this Declaration shall not unreasonably interfere with the beneficial use or occupancy of any Lot, Unit or Parcel, except to the extent provided otherwise to the contrary herein. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that temporary disruption to grass, roadway and driveway areas shall not be considered to be an unreasonable interference for purposes of this Section 7.13.

7.14 Right of Use in Favor of LWRC. LWRC shall be entitled to use, without charge, from time to time portions of the Common Property for sales, displays and signs during the period of construction and sale of any portion of lands contained within the Community.

ARTICLE 8: ARCHITECTURAL CONTROL

8.1 ARC Guidelines. Until such time as Declarant no longer owns any portion of the Property, Declarant shall have the exclusive power and right to adopt from time to time the ARC Guidelines, which guidelines shall be applied by the ARC and the Board in their respective capacities as provided hereinafter. The ARC Guidelines shall be published to each Owner as required under the Act. No material alteration, modification or addition to a Home, Lot, Unit or Parcel, or a material change in external appearance of a Home, Lot, Unit or Parcel or any modification, addition or deletion to or from the landscaping as contained on a Lot, Unit or Parcel subsequent to initial installation by Declarant, shall be undertaken without the prior written approval of the ARC in accordance with this Article. The ARC Guidelines shall be created by Declarant and may be changed in the future by Declarant from time to time in its sole discretion. Upon such time as Declarant no longer owns any portion of the Property, the Association shall inure to the powers and rights of Declarant under this Article 8. Upon such occurrence, the Association shall have the power, but not the obligation, in the sole discretion of the Board, to delegate, from time to time, all or some of the ARC's responsibilities to a Subdivision Association with regard to a Subdivision, provided that such delegation be determined to be in the best interests of the Community and the Subdivision.

8.2 Role of the Board and the ARC. The purpose of the Board and the ARC is to ensure that all improvements within the Community shall present an attractive and pleasing appearance from all sides of view. All references to the ARC shall also reference the Board.

8.3 Composition of the ARC. Until such time as Declarant no longer owns any portion of the Property, Declarant shall be solely responsible for appointing the members of the ARC (it being Declarant's intention to ensure harmonious and consistent use of the various portions of the Property by the Owners), and the number of members shall be permitted to change from time to time in the sole discretion of Declarant. During the period of time that as Declarant is solely responsible for appointing the members of the ARC, Declarant shall be entitled to appoint one individual, who may or may not be a Member, for purposes of having the full and unilateral power to act as the ARC, and no meeting or notice to Members pertaining to actions of the ARC shall be required. Subsequent to the time that Declarant no longer owns any portion of the Property, (a) the Board shall appoint the chairman and the members of the ARC, (b) the ARC shall consist of not less than 3 members, (c) the Board may remove ARC member(s) if determined beneficial, and (d) where a vacancy or vacancies on the ARC occurs, a successor or successors shall be appointed by the Board. Notwithstanding the foregoing to the contrary, if Declarant decides to relinquish its right to appoint the members of the ARC prior to such time that Declarant no longer owns any portion of the Property, Declarant shall record a notice in the public records of the County to such effect and the Board thereafter shall be solely responsible for appointing the members of the ARC.

8.4 Powers of the ARC. The ARC shall represent, act as directed by, and report to the Board; however, the Board shall retain final authority, as the ARC is a committee of the Board. The ARC shall evaluate, control and approve construction, remodeling, or additions to the buildings and structures and other improvements on each Lot, Unit or Parcel in the manner and to the extent set forth herein. No building or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main structure, shall be commenced, placed, erected or allowed to remain on any Lot, Unit or Parcel, nor shall any addition to or exterior change (including repainting) or alteration thereto be made, nor shall any change in the landscaping, elevation or surface contour of a Lot, Unit or Parcel be made, unless and until building plans and specifications covering same ("Plans and Specifications"), showing such information as may be required by the ARC and/or the Board, have been submitted to and approved in writing by the Board. Acceptance or rejection of Plans and Specifications shall be made by majority vote.

8.5 Plans and Specifications. The ARC shall require that all Plans and Specifications be accompanied by site plans showing the detail of the siting of the structure or improvement under consideration. As a prerequisite to consideration for approval, the Owner shall submit to the ARC Plans and Specifications and other documentation and materials as determined by the ARC from time to time. In addition, if requested by the ARC, there shall be submitted to the ARC for consideration such samples of building materials proposed to be used as the ARC shall specify and require. All Plans and Specifications shall be prepared by an architect and/or professional engineer registered in the State of Florida. The architect and/or professional engineer submitting the Plans and Specifications must state in writing that he has visited the site and is familiar with all existing site conditions. These requirements pertaining to Plans and Specifications may be waived, in whole or in part, by the ARC or the Board upon application of the Owner showing good cause for waiving such requirement(s). All requests for improvements must be submitted on the most recently promulgated Association forms.

8.6 Recommendations of the ARC. Once the ARC has received and reviewed the Plans and Specifications submitted by an Owner, no later than 30 days following receipt of all required Plans and Specifications, the ARC shall either (a) approve or disapprove the proposal of the Owner, or (b) request additional information as the ARC deems necessary in its discretion to be able to render a decision.

8.7 Approval of Plans and Specifications. Upon written approval of the Plans and Specifications, construction may be commenced and shall be prosecuted to completion promptly and in strict conformity with such Plans and Specifications. The Board shall be entitled to stop any construction in violation of these restrictions, and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Owner's expense. All costs and expenses of the Association (including attorney's and paraprofessional's fees) related to the enforcement of these covenants shall be paid by the Owner in violation thereof. All

structures must be built to comply substantially with the Plans and Specifications as approved. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that approval of the ARC in no manner eliminates any obligation to obtain Governmental Entity approval for the contemplated activity, or that upon proper application to such Governmental Entity the contemplated activity will be permitted. Any approval of a proposed activity by the ARC shall immediately and automatically become null and void upon a written rejection of an application to a Governmental Entity for authorization to undertake the proposed activity (e.g., denial of a building permit).

8.8 Rejection of Plans and Specifications. The ARC shall have the right to refuse to approve any Plans and Specifications which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of Declarant of the Property. In the event the ARC rejects such Plans and Specifications as submitted, the ARC shall so inform the Owner in writing, stating with reasonable detail the reason(s) for disapproval. In rejecting such Plans and Specifications, the ARC may take into consideration the suitability and desirability of proposed construction and the materials of which the same are proposed to be built, the Lot, Unit or Parcel upon which such construction is proposed to be erected, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring Lots, Units or Parcels.

8.9 Appeal by Aggrieved Owner.

8.9.1 Prior to Transfer of Control. Prior to Transfer of Control, if the ARC rejects such Plans and Specifications, the aggrieved Owner and/or any other interested Owner may appeal such adverse decision to the Board, and any decision by the Board shall be final and binding.

8.9.2 Subsequent to Transfer of Control. Subsequent to Transfer of Control, if after the Board's review the appealing Owner is still in disagreement with the Board's decision, such Owner may appeal such adverse decision by submitting in writing to the Board a request to call a special meeting of all Members to consider the propriety of the Board's decision within 10 days after receipt of such written request. The Board thereafter shall call a special meeting, and the costs pertaining to such special meeting shall be borne by the appealing Owner. At such special meeting, the proposal made by the Owner and the decision of the ARC and the Board, together with the stated reasons for the rejection of the proposal, shall be made available to all Owners. A vote of a majority of the total voting interests eligible to vote and present in person or by proxy of a duly-called and noticed meeting of the Members at which a quorum is present shall be necessary to overturn an adverse decision of the ARC and the Board against the Owner.

8.10 No Waiver of Future Approvals. The approval of the ARC of any proposals or Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever subsequently or additionally submitted for approval or consent.

8.11 Variances. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

8.12 Compliance. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated

by the ARC may be excluded from doing further work within the Property by the Association without liability to any Person. Prior to exclusion of any contractor or subcontractor for violations of guidelines and procedures promulgated by the ARC, the contractor or subcontractor shall have the right to the notice and hearing procedures contained in the Governing Documents.

8.13 Right to Inspect. Subject to reasonable advance notice for occupied Homes, there is specifically reserved unto the ARC the right of entry and inspection upon any Parcel for the purpose of determination by the ARC whether there exists any construction or any improvements which violate the terms of any approval by the ARC or the terms of this Declaration or of any other covenant, conditions and restrictions to which a deed or other instrument of conveyance or plat makes reference. The ARC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses, reasonable attorney's and paraprofessional's fees in connection therewith and the same shall be assessable and collectible in the same manner as any Specific Assessment provided for herein. The Association shall indemnify and hold harmless each member of the ARC from all costs, expenses, and liabilities, including attorney's and paraprofessional's fees, incurred by virtue of any service by a member of the ARC. A perpetual, non-exclusive easement over, across and through the private roadways of the Community and a right of entry upon any Lot, Unit or Parcel is hereby granted to the County and other applicable Governmental Entities for the limited purpose of permitting code inspectors to inspect and examine the construction of improvements, additions, or modifications on such Lot, Unit or Parcel.

8.14 Exemption. Notwithstanding anything to the contrary contained herein:

8.14.1 improvements and construction activities of Declarant on any portion of the Property and from time to time shall be exempt from the provisions of this Article; and

8.14.2 improvements and construction activities of a Builder on any Lot, Unit or Parcel owned by such Builder shall be exempt from the provisions of this Article, provided that such improvement and construction activities are consistent with the plans and specifications for such Lots as approved by the ARC prior to such Builder's acquisition of Lots, Units or Parcels in the Community or annexation of any of Builder's property into the Community, whichever occurs first.

8.15 Amendment. This Article may not be amended without Declarant's written consent in its sole and absolute discretion so long as Declarant owns any portion of the Property or until Declarant has elected not to add any additional property to the scope of this Declaration (through recording of a notice in the public records of the County to such effect), whichever occurs last.

8.16 Compliance with Governmental Entity Requirements. In addition to the foregoing requirements, any alteration, addition, improvement or change must be in compliance with the requirements of all Governmental Entities, and the Owner shall be required to obtain an appropriate building permit from the Governmental Entities when required by controlling Governmental Entities. Any consent or approval by the Association to any addition, alteration, improvement, or change may be conditioned upon the Owner requesting such approval obtaining a building permit for same, or providing the Association with written evidence from the controlling Governmental Entity that such permit will not be required, and in that event the Owner requesting architectural approval shall not proceed with any addition, alteration, improvement, or change until such building permit or evidence that a building permit is not required is submitted to the Association.

8.17 No Liability. Notwithstanding anything contained herein to the contrary, Declarant or the ARC, as applicable, shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any Owner or any other Person due to the exercise or non-exercise of such control, or the approval or disapproval of any improvement. Furthermore, the approval of any plans or specifications or any improvement shall not be deemed to be a determination or warranty that such plans or specifications or improvement are complete or do not contain defects, or in fact meet any applicable

standards, guidelines and/or criteria or are in fact architecturally or aesthetically appropriate, or comply with any applicable Governmental Entity requirements, and Declarant, the ARC or the Association, as applicable, shall not be liable for any defect or deficiency in such plans or specifications or improvement, or any injury resulting therefrom.

ARTICLE 9: MAINTENANCE BY THE ASSOCIATION; IRRIGATION

9.1 Preamble. The responsibility for the maintenance of the Community is divided between the Association, the District and the Owners. Maintenance of all portions of a Lot, Unit or Parcel, including the interior maintenance of all structures, unless otherwise provided in this Declaration, is the responsibility of the Owner thereof. The Board has the right to require the Owners to maintain Homes, Lots, Units, Parcels and any Subdivision Common Areas, in accordance with the Community Wide Standards; and it is the responsibility of the Owner to keep the property (including improvements) in a neat and attractive condition and removed all objectionable debris or material as may be located on their Lot, Unit or Parcel or the Common Property. Open spaces within the Community (meaning all areas not containing improvements) shall be maintained by the Association so that its use and enjoyment as open space will not be diminished or destroyed.

9.2 Maintenance by the Association.

9.2.1 Commencing as of the date hereof, the Association shall maintain and keep in working condition the Common Property, with such maintenance to be funded as herein provided. The costs of maintenance, repair and replacement of the Common Property shall be collected through one or more different types of Assessments as described hereinafter.

9.2.2 Any permitted walls, berms and appurtenant landscaping constructed or installed by the Association shall be maintained by the Association, except as otherwise required to be maintained by an Owner hereunder or contained within a Subdivision for which the Subdivision Association has responsibility pursuant to a Subdivision Declaration or other instrument or agreement. A perpetual, non-exclusive easement of ingress and egress over, across and through all applicable portions of the Property is hereby granted to the Association for purposes of construction, installation and maintenance activities related to any such walls and berms. The Association shall exercise its powers of ingress and egress in a manner which does not unreasonably interfere with use of the Property over which ingress or egress is utilized.

9.2.3 All Boundary Walls and any other walls and berms constructed or installed by Declarant and/or the Association shall be maintained by the Association, including all of same that are constructed upon any portion of a Lot, Unit or Parcel. A perpetual easement of ingress and egress over all applicable portions of the Property is hereby granted to the Association for purposes of construction, installation and maintenance activities related to any such Boundary Walls and any other walls and berms. The Association shall exercise its powers of ingress and egress in a manner which does not unreasonably interfere with use of the Property over which ingress or egress is utilized.

9.2.4 In the event that a Boundary Wall contains a gate providing private access to the rear yard of a Lot, Unit or Parcel, the Association shall be the sole party responsible for maintaining, repairing, replacing and/or reconstructing such gates and its related facilities, but the Owner shall be entitled to lock such gate to ensure such Owner's private use of the gated areas (provided that the Owner shall ensure that the Association shall have access to the rear yard areas of a Lot, Unit or Parcel in order to perform maintenance activities on a Boundary Wall and any other wall and berm upon prior reasonable written notice delivered by the Association to such Owner). There may be lighting fixtures which are constructed as a part of such gate and wall structures, in which event the Owner of the Lot, Unit or Parcel shall be the owner of the lighting fixtures, but the Association shall be responsible for maintaining, repairing and replacing the lighting fixtures and the light bulbs contained therein.

9.2.5 The Association may contract with any Person for the maintenance of all or part of the Common Property for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration, or for the provision of Services (as defined in Section 15.3 hereof).

9.2.6 If any lake or other water body is part of the Common Property (i.e., is not owned or operated by the District), the Association shall be responsible for the maintenance of such lake or other water body, except for those lakes or other water bodies which may be specifically maintained by another entity.

9.2.7 Unless otherwise limited or specifically described elsewhere herein, the Association may also maintain any property which is not a part of the Property or the Common Properties, if by agreement of Declarant or the Association, the Association is obligated to maintain such property. Such maintenance shall include, but shall not be limited to, maintenance of drainage and stormwater management systems, utilities, berms, swales, lakes and all private streets or roads located on the Property, including any private streets which may not be specifically maintained by another entity. If pursuant to any easement the Association is to maintain any improvement within any portion of the Property, then the Association shall maintain such improvement in good condition at all times. In addition, the Association shall have the right to assume the obligation to operate and/or maintain any portion of the Property which is not owned by the Association or Declarant if the Board, in its sole discretion, determines that the operation and/or maintenance of such property by the Association would be in the best interests of the Owners. In such event, where applicable, the Association shall so notify any Owner otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the Association and not by the Owner, until the Board determines no longer to assume the obligation to operate and/or maintain such property and so notifies the appropriate Owner in writing. Without limitation, the Association shall have the right to assume the obligation to operate and/or maintain any walls on or near the boundaries of the Property, and any pavement, landscaping, sprinkler system, sidewalks, paths, signs, entrance features, or other improvements, within the unpaved portion of any public road rights-of-way within or contiguous to the Property. In addition, the Association shall have the right to maintain entry lights and street lights along the private streets or roads and publicly dedicated streets or roads, if any, located on the Property. To the extent the Association assumes the obligation to operate and/or maintain any portion of the Property which is not owned by the Association, the Association shall have an easement and right to enter upon such property in connection with the operation in or maintenance of the same, and no such entry shall be deemed a trespass. Such assumption by the Association of the obligation to operate and/or maintain any portion of the Property which is not owned by the Association or Declarant may be made in connection with an agreement with any Owner or any Governmental Entity. Pursuant to any such document, the operation and/or maintenance of such property may be made a permanent obligation of the Association. The Association may also enter into agreements with Declarant or any other Person, including any Governmental Entity, to share in the maintenance responsibility of any portion of the Property or lands not part of the Property if the Board, in its sole and absolute discretion, determines this would be in the best interests of the Owners. To the extent the Association assumes the obligation to operate and/or maintain any property which is not Common Property or owned by the Association or Declarant, the obligations of the Association shall be set forth by written agreement entered into with the owner of such property.

9.2.8 The Association is responsible for maintaining, repairing and replacing the Community Entry Features and all improvements constructed or developed thereon and therefore from time to time. Further, the Association is responsible for all lighting of the Community Entry Features and for the paying of all utilities used in connection with the operation and maintenance thereof. All costs incurred by the Association in the performance of its maintenance and repair obligations hereunder shall be included as a general expense of the Association and shall be allocated pursuant to the Assessment process provided hereinafter.

9.2.9 The Association may have the obligation for expenses for lease or operation of street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first.

9.2.10 The Association is required to maintain, repair and replace all signage required by the applicable Governmental Entity pertaining to roads, traffic control, mitigation, conservation, wetland or other areas contained within the Property.

9.2.11 Irrigation.

9.2.11.1 Irrigation Distribution System.

9.2.11.1.1 The Association will own and operate, as part of the Common Property, an underground irrigation distribution system ("Irrigation System"), using waters provided by BRU, which will provide grass and landscape irrigation to the Property, including all Lots, Units, Parcels, Subdivision Common Areas and Common Property, as more particularly described in this Section.

9.2.11.1.2 All lines, pipes, sprinkler heads and other facilities pertaining to the Irrigation System, whether or not located on a Lot, Unit or Parcel, shall be maintained, repaired, replaced and/or reconstructed by the Association, and the costs and expenses of such activities, as well as the costs and expenses of water (if any) serving the Lots, Units and Parcels, shall be collected through the levying of a Landscape Assessment, except as otherwise provided herein.

9.2.11.1.3 Notwithstanding the provisions of Section 9.2.11.1.2 to the contrary, with regard to the Lots, Units and Parcels within a Subdivision, all irrigation lines, pipes, sprinkler heads and other facilities contained within such Subdivision shall be maintained, repaired, replaced and/or reconstructed by the Subdivision Association, and the costs and expenses of such activities, as well as the costs and expenses of water (if any) serving the Lots, Units, Parcels and Subdivision Common Areas within a Subdivision, shall be collected through the Subdivision Association's assessment process as prescribed in the Subdivision Declaration.

9.2.11.1.4 The Irrigation System and all irrigation components within a Subdivision shall be maintained and operated in accordance with the Community Wide Standards.

9.2.11.1.5 Regardless of the location of irrigation lines, pipes, sprinkler heads and other facilities, the Association shall conduct routine and ordinary inspections of the Irrigation System.

9.2.11.2 Reserved Rights of the Association to Control Amount of Water. The Association, in order to ensure that all portions of the Property may have water for irrigation purposes, specifically reserves the right, through the determination of the Board, to control, in its sole discretion, the amount of irrigation water delivered to all particular portions of the Property. In such regard, the Association shall have exclusive rights and access to all sprinkler timer clocks and automatic rain sensor/shut-off devices within the Property, whether or not on a Lot, Unit, Parcel, Subdivision Common Area or the Common Property, and each Owner, by virtue of taking title to a Lot, Unit or Parcel, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the Association has and shall continue to have such exclusive rights and that the Owner shall not undertake or permit any action which would interfere, directly or indirectly, with the Association's exercise of its duties under and pursuant to this Section 9.2.11.

9.2.11.3 Irrigation System Easement. A perpetual, non-exclusive easement is hereby granted to the Association and BRU over, across, under and through the Property for the purpose of ingress and egress and designing, studying, mapping, engineering, constructing, maintaining, operating and servicing any portion(s) of the Irrigation System.

9.2.11.4 Irrigation Service. The Association will manage, maintain and operate the Irrigation System, and same shall be a part of the Common Property and the costs and

expenses pertaining to same shall be Common Expenses. Every Owner, by virtue of taking title to a portion of the Property, shall indemnify, defend and hold harmless the Association and its supervisors, officers, employees and agents against and in respect of, and reimburse the same on demand for any and all claims, demands, losses, costs, expenses, settlement obligations, liabilities, damages, recourse and deficiencies, including, but not limited to, interest, penalties, attorneys' fees and disbursements (even if incident to appeal) that the Association, its supervisors, officers, employees and agents incur or suffer which arise, result from or relate to any claim made by any party based on the installation, operation and maintenance of the irrigation system and the provision of irrigation service to the Lot, Unit, Parcel or Subdivision Common Areas, including, without limitation, property damage, personal injury or claims for inconvenience.

9.2.11.5 Source of Water. All Owners and Subdivision Associations acknowledge and agree, and shall be deemed to have acknowledged and agreed, that non-potable irrigation water to the Community is provided by BRU to the Association.

9.3 Failure of Association to Perform its Duties. In the event the Association shall fail to carry out any of its maintenance activities hereunder, then any aggrieved Owners may seek to specifically enforce the provisions of this Declaration subject to the terms and provisions hereof.

9.4 Use of Chemicals by the Association. The maintenance provided by the Association may include dispensing maintenance chemicals to the extent deemed necessary or desirable, in the judgment of the Board. A perpetual right and easement on, over and under all portions of the Property is reserved to the Association to dispense maintenance chemicals and to take other action which, in the opinion of the applicable party, are necessary to control insects, vermin, weeds and fungi on the Property exclusive of the interior of buildings and other structures constructed thereon. THE PROVIDING OF MAINTENANCE CHEMICALS AS DESCRIBED ABOVE SHALL NOT BE CONSTRUED AS AN OBLIGATION ON THE PART OF THE ASSOCIATION TO PROVIDE SUCH SERVICES.

9.5 Additional Maintenance and Operational Duties. The Association's duties shall include, but not be limited to, the foregoing maintenance and operational duties as well as any other particular duties set forth in this Declaration. The Association may, in the discretion of its Board, assume additional maintenance or operational duties not set forth in this Declaration. In such event, the cost of such additional duties shall be allocated through the Assessment process as provided hereinafter.

ARTICLE 10: MAINTENANCE BY OWNERS, SUBDIVISION ASSOCIATIONS AND THE ASSOCIATION

10.1 Maintenance Pertaining to Lots, Units and Parcels.

10.1.1 The Owner of a Lot or Parcel shall have the obligations to perform the maintenance and other obligations of such Owner as provided in Section 3.1 hereof.

10.1.2 Except for the responsibilities on a Lot, Unit or Parcel which are specifically those of the Association, and except as specifically provided in a Subdivision Declaration to the contrary, each Owner, including specifically each Builder, shall be solely responsible for maintaining, repairing, replacing and/or reconstructing the Lot, Unit or Parcel and all structures, parking areas and other improvements thereon. In the event that a Home is going to be unoccupied for a consecutive period of one month or longer, the Association may require the Owner to designate a responsible firm or individual to undertake such Owner's general maintenance responsibilities, which responsibilities shall include, at a minimum, maintaining exterior appearance, safeguarding the property to prepare for severe weather and repairing the property in the event of any damage therefrom. At the request of the Association, the names and address of such firm or individual must be furnished to the Association.

10.1.3 Except as specifically provided to the contrary in a Subdivision Declaration, the Owner of the Lot, Unit or Parcel shall be solely responsible for maintaining, repairing, replacing, reconstructing and insuring the physical improvements located on such Owner's Lot, Unit or Parcel.

10.1.4 All maintenance required of an Owner or a Subdivision Association by this Section shall be performed in a manner consistent with the Community Wide Standards. After 10 days' notice by the Board to correct deficient maintenance, if said deficiencies remain uncured, then the Board shall have the absolute right to contract for and to perform maintenance as shall be prescribed by the Board and for the purpose the Owner grants unto the Board, its agents, employees, and all others designated by the Board, the right to enter upon the Lot, Unit or Parcel of the Owner for the purpose of completing such maintenance work, all without liability or responsibility, criminal or civil, for trespass or any other action. Advance notice shall not be required if the Association determines an emergency condition exists. The cost of such work required by the Board to cure maintenance deficiencies, together with an administration surcharge equal to 10% of such cost, shall be collected by the Association through the levying of a Specific Assessment.

10.1.5 There may be certain Common Properties lying between the rear boundary of a Lot, Unit or Parcel and a Boundary Wall which are enclosed and can only pertain to one particular Lot for use of such portion of the Common Property. The Owner of the adjacent Lot, Unit or Parcel thereof shall only be permitted to undertake improvements to such enclosed portion of the Common Property (including, but not limited to, landscaping installations) with the prior written consent of the ARC, and if so approved by the ARC, such Owner and the Association shall be required to maintain such area in the same manner as contemplated herein as pertaining to a Lot, Unit or Parcel.

10.1.6 Subject to the rights and obligations of the Association as provided herein (with specific reference to Section 10.5 hereof), all Lots, Units or Parcels in a Subdivision shall be maintained in accordance with the provisions of the applicable Subdivision Declaration.

10.1.7 If the Owner of a Lot, Unit or Parcel or the Subdivision Association (as the case may be) fails to perform all maintenance activities and duties required hereunder or under the Subdivision Declaration in accordance with the Community Wide Standards, the Association may, but shall not be obligated to, enter upon the Lot, Unit or Parcel and perform the necessary maintenance activities, in which event the Association may charge the Owner of the Lot, Unit or Parcel for the costs and expenses thereof (through the levying of a Specific Assessment).

10.1.8 It is understood and agreed that there may be different responsible parties for maintenance under the various Subdivision Declarations. If the maintenance of a Lot, Unit or Parcel is not governed by a Subdivision Association, the Lot, Unit or Parcel shall be maintained by the Owner thereof, except to the extent that the Association is obligated to perform maintenance on a Lot, Unit or Parcel as contemplated under this Declaration.

10.1.9 There may be certain Common Properties lying between the rear boundary of a Lot and a Boundary Wall which are enclosed and can only pertain to one particular Lot for use of such portion of the Common Property. The Owner of the adjacent Lot thereof shall only be permitted to undertake improvements to such enclosed portion of the Common Property (including, but not limited to, landscaping installations) with the prior written consent of the ARC, and if so approved by the ARC, such Owner and the Association shall be required to maintain such area in the same manner as contemplated herein as pertaining to a Lot.

10.1.10 The Owner of a Unit and/or the Subdivision Association created with regard to such Unit shall be solely responsible for maintaining, repairing, replacing, reconstructing and insuring the physical improvements (other than landscaping) on a Unit (such maintenance activities to occur in accordance with the applicable provisions of the Subdivision Declaration, subject to applicable prior approval of the ARC). A Subdivision Association shall be solely responsible for maintaining, repairing, replacing, reconstructing and insuring any Subdivision Common Areas related to such Units.

10.2 Maintenance of Subdivision Common Areas. As provided in a Subdivision Declaration, a Subdivision Association shall be responsible for maintaining, repairing, replacing, reconstructing and insuring all portions of the applicable Subdivision Common Areas, except to the extent specifically provided herein to the contrary (such maintenance activities to occur in accordance with the applicable provisions of the Subdivision Declaration, subject to applicable prior approval of the ARC).

10.3 Failure to Maintain. In the event that an Owner fails to maintain or repair an improvement, within 30 days' written notice of same from the Association, then the Association, after approval by 2/3 vote of the Board, shall have the right, but not the obligation, through its agents and employees, to repair, maintain, and restore the improvement (or portion thereof). The cost of same shall be a Specific Assessment against said Owner.

10.4 Requirement to Maintain Insurance. In addition to the foregoing, all Owners shall be required to obtain and maintain adequate property insurance on their Lot, Unit or Parcel (as may be applicable). Such insurance shall be sufficient for necessary repair or reconstruction work in the event of casualty and remove damaged or demolished portions of the Lot, Unit or Parcel. If requested, an Owner shall provide the Association with a copy of the certificate of insurance evidencing the coverage purchased and the amount of coverage. The Association shall have the power to undertake legal proceedings to compel compliance with this insurance requirement.

ARTICLE 11: SURFACE WATER DRAINAGE AND MANAGEMENT SYSTEM

11.1 Owner Acknowledgment. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that due to groundwater elevations underneath the Property, priorities established by Governmental Entities, and other causes outside of the reasonable control of Declarant, the Association and the District, lake water levels may fluctuate at certain times during the year and such fluctuations may be material. Neither Declarant nor the Association nor the District shall have any liability for aesthetic conditions, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of lake water levels, seasonal conditions or natural occurrences.

11.2 System Defined. The "Surface Water Drainage and Management System" shall be the portions of the Property including improvements thereon which are designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water or prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise effect the quantity and quality of discharges from such system as contemplated or provided in the applicable permits, development orders or other authorizations pertaining to the development of the Property. The Surface Water Management System shall be governed by the approved County and WMD construction plans for the property, which are on file with the applicable Governmental Entity, as well as the WMD Permit.

11.3 Maintenance by the District. The Surface Water Drainage and Management System shall be owned and maintained by the District in compliance with all approvals, codes and regulations of applicable Governmental Entities. Maintenance of the Surface Water Drainage and Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the applicable Governmental Entity and shall specifically include, but not be limited to, maintenance of aquatic vegetation, lake beds, lake banks, lake liners, littoral planting and lake maintenance easements which pursuant to the terms of this Declaration, plat or agreement are not the responsibility of others, as well as water quality and wetland monitoring or testing. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted by the applicable Governmental Entity.

11.4 Prohibited Actions. No action shall be undertaken which modifies the Surface Water Drainage and Management System in a manner which changes the flow of drainage of surface water, except to the extent the same is approved by the requisite Governmental Entities, Declarant so long as

Declarant owns any portion of the Property, and the District as the party having the obligation to maintain the Surface Water Drainage and Management System.

11.5 Easements. The Property shall be burdened with easements for drainage and flow of surface water in a manner consistent with the approved and constructed Surface Water Drainage and Management System. The Association and the Governmental Entities shall have a non-exclusive easement for use of Surface Water Drainage and Management System, and an easement for ingress, egress and access to enter upon any portion of the Property in order to construct, maintain or repair, as necessary, any portion of the Surface Water Drainage and Management System, provided such easement rights shall be exercised in a manner which does not unreasonably disturb use or condition of the Property.

11.6 Conveyance by Declarant. Declarant may convey its ownership interest in the lakes, preserves, conservation areas, or other surface water drainage and management systems within the Property to the District, together with easements for maintenance and other drainage improvements, such as by way of example and without limitation, weirs and underground pipes.

11.7 Amendments Impacting the Surface Water Management System. Any amendment of this Declaration which would affect the Surface Water Drainage and Management System or the responsibility of the District to maintain or cause to be maintained the Surface Water Drainage and Management System must have prior written approval by the applicable Governmental Entity.

11.8 Enforcement. Declarant, the Association, the Governmental Entities and each Owner shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, monitoring, repair and replacement of the Surface Water Drainage and Management System and maintenance of all easements and rights-of-way.

ARTICLE 12: ADDITIONS TO OR DELETIONS FROM PROPERTY

12.1 General.

12.1.1 Additions to the Property. Additional land (which shall not necessarily be required to be contained within the general concepts of the Community, and in fact may be lands located in the general vicinity of the Community as owned by Declarant) may be made subject to all the terms hereof and brought within the jurisdiction and control of the Association in the manner specified in this Article. Such additional property may constitute additional Common Property or a portion of the Property. Notwithstanding the foregoing, however, under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the Property in the manner hereinafter set forth, no other real property shall in any way be affected by or become subject to this Declaration. All additional land which is brought within the jurisdiction and control of the Association and made subject to this Declaration, pursuant to this Article, shall thereupon and thereafter be included within the term "Property" as used in this Declaration. Notwithstanding anything contained in this Section, Declarant neither commits to, nor warrants or represents, that any such additional land will be made subject to and brought within the jurisdiction and control of the Association.

12.1.2 Mergers. Upon a merger or consolidation of the Association with another non-profit corporation, its property (whether real or personal or mixed) may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property of the other non-profit corporation may, by operation of law, be added to the property of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation shall thereafter operate as the Association under this Declaration and administer the covenants and restrictions established by this Declaration upon the Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

12.1.3 Deletions from the Property only by Declarant. Except as otherwise provided herein pertaining to deletions from the Property, only Declarant may delete and withdraw a portion of the Property from being subject to this Declaration.

12.2 Procedure for Making Additions to or Deletions from the Property. Additions to or deletions from the Property may be made, and thereby become subject to this Declaration by, and only by, the following procedure:

12.2.1 Addition of Lands by Declarant. Except as otherwise provided in herein where applicable and to the contrary, Declarant shall have the right from time to time, in its discretion and without need for consent or approval by either the Association or any Owner or Member, or other third party to make additional lands owned by Declarant subject to the scheme of this Declaration and to bring such land within the jurisdiction and control of the Association; provided, however, in the event any portion of such additional land is encumbered by one or more mortgages, Declarant must obtain the consent and approval of each holder of such Mortgage(s). In Declarant's sole discretion, portions of such additional land may be designated as Common Property.

12.2.2 Procedure for Adding Lands. The addition shall be accomplished by Declarant filing of record in the public records of the County a supplement to this Declaration with respect to the additional land is made subject to this. Except as otherwise provided herein where applicable, such supplement need only be executed by Declarant and shall be accompanied by the consent(s) and joinder(s) of any holder(s) of Mortgage(s) on such additional land. Such supplement may contain such additional provisions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted uses thereof. In no event, however, shall such supplement revoke, modify, or add to the covenants and restrictions established by this Declaration affecting the land already constituting the Property unless such supplement also constitutes an amendment accomplished in accordance with Article 22 hereof.

12.2.3 Continued Use of Common Property. No addition shall revoke or diminish the rights of the Owners of the Property to the utilization of the Common Property as established hereunder, except to grant to the owners of the land being added to the Property the right to use the Common Property according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

12.2.4 Withdrawal of Lands by Declarant. Declarant may delete and withdraw one or more portions of the Property from being subject to this Declaration by a supplement to this Declaration recorded in the public records of the County which specifically and legally describes the property being withdrawn. Declarant must own the property being withdrawn. Such supplement need only be executed by Declarant and shall not require the joinder and consent of the Association or any Owner or Member, or other third party.

12.2.5 No Obligation to Add or Withdraw Lands. Nothing contained in this Article shall obligate Declarant to make additions to or deletions from the Property.

12.3 Voting Rights of Declarant as to Additions to the Property. Declarant shall have no voting rights as to the land to be added to the Property or any portion thereof until such land is actually added to the Property in accordance with the provisions of this Article. Upon such land being added to the Property, Declarant shall have the voting rights as set forth in the instrument amending or supplementing this Declaration.

12.4 Assessment Obligations of Declarant as to Additions to the Property. Declarant shall have no assessment obligations as to the land added to the Property until such land or portion thereof is actually added to the Property in accordance with the provisions of this Article, following which Declarant shall have assessment obligations as set forth in this Declaration.

ARTICLE 13: MEMBERSHIP AND VOTING RIGHTS

13.1 Membership.

13.1.1 **Non-Declarant Owner Member.** Each Owner and the Owner of a Lot, Unit or Parcel (including Declarant) shall be a Member as to each Lot, Unit or Parcel (or portion thereof) owned. When any Lot, Unit or Parcel is owned of record by two or more Persons, all such Persons shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot, Unit or Parcel and shall be automatically transferred by conveyance of that Lot, Unit or Parcel. When more than one individual holds an interest in a Lot, or in a Parcel which has not yet been divided into Homes, the vote for such Lot, Unit or Parcel shall be exercised as the Owners thereof determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Parcel. Prior to the time of any meeting at which a vote of the membership is to be taken, the co-Owners shall file the name of the voting co-Owner with the secretary of the Association in order that such voting co-Owner is permitted and entitled to vote at such meeting, unless a general voting certificate giving such information shall have previously been filed with the secretary of the Association. The By-Laws may provide more detailed provisions regarding the voting procedure for co-Owners, including, but not limited to, husband and wife co-Owners, and also Owners which are corporations or other legal entities. There shall be no split vote permitted with respect to such Lots, Units or Parcels. Any Member may cast such Member's vote(s) upon becoming a Member without regard to a record date for determining those Members entitled to vote, unless otherwise provided in the By-Laws or otherwise provided in the statutes of Florida governing the Association.

13.1.2 **Declarant.** Declarant shall be a Member until such time as all of the Lots, Units and Parcels that may be constructed within the Property have been conveyed to third parties, or until Declarant relinquishes its membership by written notice to the Association recorded in the public records of the County.

13.2 **Classes of Membership and Voting.** The Association shall have 2 classes of voting membership. The 2 classes of voting membership, and the voting rights related thereto, are as follows:

13.2.1 **Class A.** "Class A Members" shall be all of the Owners of the Property; provided, however, that so long as there is Class B membership, Declarant shall not be a Class A Member. "**Class A Lots, Units and Parcels**" shall mean all Lots, Units and Parcels owned by the Class A Members.

13.2.2 **Class B.** The "Class B Member" shall be Declarant. "**Class B Lots**" shall be all Lots, Units and Parcels owned by Declarant which have not been converted to Class A membership as provided below.

13.3 **Creation of Classes of Membership and Voting.** Declarant shall have the right to create new classifications of membership by the recordation of an instrument in the public records of the County reflecting same. Any such instrument recorded by Declarant must reflect the ownership classification, voting rights and assessments relating to such classification of membership.

ARTICLE 14: TRANSFER OF CONTROL OF THE ASSOCIATION

14.1 Transfer of Control.

14.1.1 Until Transfer of Control, Declarant shall be entitled to solely appoint all members of the Board, provided that Members other than Declarant are entitled to elect at least one member of the Board (but not a majority of the members of the Board) once 50% percent of the Lots, Units and Parcels in all phases of the Community which will ultimately be operated by the Association have been conveyed to Members.

14.1.2 Class B membership will terminate and convert automatically to Class A membership, and Transfer of Control of the Association for the Members other than Declarant shall occur, when the earliest of the following events occurs:

14.1.2.1 3 months after 90% of the Lots, Units and Parcels in all portions of the Community which are or may be ultimately subject to governance by the Association have been conveyed to Members other than Builders, contractors, or others that purchase a Lot, Unit or Parcel for the purpose of constructing improvements thereon for resale, as designated by Declarant;

14.1.2.2 upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents (there is a rebuttable presumption that Declarant has abandoned and deserted the Property if Declarant has unpaid Assessments or guaranteed amounts under Section 720.308 of the Act for a period of more than 2 years);

14.1.2.3 upon Declarant filing a petition seeking protection under chapter 7 of the federal Bankruptcy Code;

14.1.2.4 upon Declarant losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of declarant's rights and responsibilities first arising after the date of such assignment;

14.1.2.5 upon a receiver for Declarant being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or its members; or

14.1.2.6 when Declarant waives its rights to Class B membership, which waiver shall be evidenced by the recording of a certificate to such effect in the public records of the County.

14.2 Subsequent to Transfer of Control. Subsequent to Transfer of Control, Declarant shall be entitled to elect at least one member of the Board (and in fact shall be entitled to elect all members of the Board which will constitute one less than a majority of the members of the Board) as long as Declarant holds for sale in the ordinary course of business at least 5% of the Lots, Units and Parcels that may be constructed in all phases of the Community that will ultimately be operated by the Association. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote in the same manner as any other Member, except for purposes of reacquiring control of the Association by selecting the majority of the members of the Board.

14.3 Termination of Class B Membership. Upon Transfer of Control, Class B membership shall terminate and Declarant shall own portions of the Property in the same manner as a Class A Member.

ARTICLE 15: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

15.1 General Provisions. The Association shall govern, make Rules and Regulations, control and manage the Property and the Common Property pursuant to the terms and provisions of the Governing Documents and the ARC Guidelines (to the extent that the Association has the power to enforce such ARC Guidelines). The Association may lease all or any portion of the Common Property conveyed to the Association, pursuant to the provisions of this Declaration, which lease must be subject to and in accordance with the provisions of this Declaration. The Association shall further have the obligation and responsibility for the hiring of certain personnel and purchasing and maintaining such equipment as may be necessary for the administration and operation of the Association, the maintenance, repair, upkeep and replacement of any Common Properties and facilities which may be located thereon (including, but not limited to, the maintenance of all required buffer zones, lakes,

rights-of-way, roads, medians, swales, and utility easements), and the performance of any of its other maintenance obligations. Any Common Properties which are to be maintained by the Association as provided herein shall be maintained in good condition and repair. The Association shall also perform such other duties as are set forth herein, including, but not limited to, the following specific maintenance and operational duties:

15.1.1 Entry System. Notwithstanding the foregoing, the Association may, but is not obligated to, operate an entry system at the Property. If an entry service is operated by the Association, the Board shall determine, in its sole discretion, the scheduling, costs and expenses of such entry service. Further, the Association shall maintain any electronic, mechanical or entry systems which may be installed by Declarant or the Association to control and/or monitor access onto the Property from adjoining lands. Nothing in this Declaration shall obligate the Association to employ or maintain an access control service or personnel or any electronic, mechanical or other property protection system.

15.1.2 Utilities and Taxes. The Association shall pay for all utility services (including, without limitation, any and all electric, telephone, water, sewer, cable and interactive television and entry systems, the real property ad valorem taxes and governmental liens assessed against the Common Properties and billed to the Association.

15.1.3 Insurance. The Association shall at all times obtain and maintain policies of commercial general liability insurance, hazard insurance, flood insurance, and such other types of insurance as the Board deems adequate and advisable generally and specifically to comply with requirements of Institutional First Mortgagees. The Association additionally shall cause all persons handles or is responsible for collecting and disbursing Association funds to be insured or bonded with adequate fidelity insurance or bonds.

15.1.4 Boundary Walls.

15.1.4.1 The Association may, but shall in no manner be obligated to, construct a wall, hedge or other improvements (collectively, "Boundary Wall") along the perimeter of the Property (which shall be deemed to include adjacent areas contained on a Lot as permitted under the subdivision plat(s) pertaining to the Community). The Association shall maintain, repair, replace and insure, at its expense, all Boundary Walls which are constructed by it or by Declarant (including the interior surface thereof) within the Community.

15.1.4.2 Notwithstanding the provisions of Section 15.1.4.1 to the contrary, the improvements constructed with respect to the emergency access point as described in Section 7.15 hereof shall be maintained in accordance with the agreements and instruments on file with the County (or in accordance with any easement agreement pertaining thereto, if recorded in the public records of the County prior to or subsequent to the recording of this Declaration).

15.1.5 Additional Water Management Provisions. The Association has the power to accept subsequent phases that will utilize the surface water management system as originally contemplated under the applicable Governmental Entity construction plans.

15.2 Management Contracts and Leases of Common Property. The Association shall expressly have the power to contract for the management of the Association and/or the Common Property, and to lease the Common Property and the recreation facilities in accordance with the provisions of this Declaration, and shall further have the power to delegate to such contractor or lessee any or all of the powers and duties of the Association respecting the contract granted or property leased. The Association shall further have the power to employ administrative and other personnel to perform the services required for proper administration of the Association. The undertakings and contracts authorized by the Board consisting of directors appointed by Declarant shall be binding upon the Association in the same manner as though such undertakings and contractors had been authorized by the Board consisting of directors duly elected by the membership of the Association.

15.3 Telecommunications Services.

15.3.1 The Association has entered into, or will enter into, one or more agreements with one or more companies, which companies may be affiliates of Declarant, for the installation of communications facilities (the "Facilities") and the provision of communications services (the "Services") at the Community. The Services may include, among other things internet, video, and telephone services, as well as other communications technologies.

15.3.2 The Services may be delivered by one or more communications providers (each, a "Provider") to Owners on a bulk basis, whereby the Services are delivered to the Lots, Units and Parcels in the Community (the "Bulk Services") and the Provider bills the Association for the provision of Services each month for the Bulk Services delivered to all Lots, Units and Parcels in the Community, and the Association assesses a monthly Bulk Services fee to the Owners. The terms of any Bulk Services arrangement shall be set forth in a bulk services agreement between the Association and a Provider.

15.3.3 To the extent Bulk Services are delivered to the Community, each Owner acknowledges that he or she must agree to the Provider's services subscriber agreement terms and acceptable use policy with the Provider to receive the Bulk Services and, except as provided by applicable law, the failure of an Owner to agree to the Provider's services subscription agreement and acceptable use policy with the Provider will not relieve an Owner from the obligation to pay the Bulk Services fee attributable to the Owner's Lot, Unit or Parcel. For any Services not delivered on a bulk basis at the Community, the Owner must individually subscribe with the Provider for any Services that the Owner desires for Provider to deliver to the Owner's Lot, Unit or Parcel.

15.3.4 All Owners, by virtue of their ownership of a Lot, Unit or Parcel in the Community, agree to be bound by all such easements or agreements for the installation of Facilities and provision of Services (including Bulk Services), along with any amendments, renewals, and replacements thereof.

15.3.5 Declarant hereby (a) reserves for itself and its nominees, successors, assigns, affiliates, and licensees, and (b) grants to (i) the Association and its nominees, successors, assigns, affiliates, and licensees, and (ii) each Provider providing Services to all or a part of the Property pursuant to an agreement between the Association and such Provider, a perpetual, non-exclusive easement, privilege and right in and to, over, under, on and across all of the Property for the purpose of erecting, installing, maintaining, operating and removing any and all equipment or other property associated with the Services.

15.3.6 Notwithstanding anything to the contrary in this Declaration, Declarant hereby (a) reserves for itself, and its nominees, successors, assigns, affiliates, and licensees, and (b) grants to (i) the Association and its nominees, successors, assigns, affiliates, and licensees, and (ii) each Provider, the right to erect, install, maintain, operate and remove from the Property, at any time and from time to time, any satellite dish, tower or other such structure or equipment for the purpose of establishing and operating Services.

15.3.7 Upon the completion of any installation, upgrade, maintenance, repair or removal of the Facilities or any part thereof, each Provider shall restore the relevant portion of the Common Property and/or any Lot, Unit or Parcel to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by the Provider to complete such restoration within 10 days after receiving written notice from the Association of such failure shall vest in the association the right, but not the obligation, to restore or cause to be restored such portion of the Common Property and/or Lot, Unit or Parcel by such work, all at such Provider's sole cost and expense, except for in emergency situations whereby the Association may restore or cause to be restored such disturbed portion of the Common Property and/or Lot, Unit or Parcel. In the event that the Association exercises the right of self-help, each Provider agrees in advance that the Association shall have the sole right to (a) select the contractors to perform such work, and (b) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of the Association hereunder. All reasonable expenses incurred by the Association in connection with such restoration shall be paid by the applicable

Provider within 10 days of delivery to such Provider of the Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in any agreement between a Provider and the Association.

15.4 Performance of Association's Duties by Declarant. Declarant shall have the right from time to time, at its sole discretion, to perform, at Declarant's expense, the duties and obligations required hereunder to be performed by the Association, and in connection therewith to reduce the Annual Budget of the Association and the Assessments for Common Expenses payable by the Members; provided, however, that any such performance on the part of Declarant may be discontinued by Declarant at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of Declarant.

15.5 Action of the Board. Unless an action is required to be taken in this Declaration by the Members, an action of the Board shall constitute an action of the Association.

ARTICLE 16: COVENANT FOR ASSESSMENTS; CAPITAL CONTRIBUTIONS

16.1 Assessments Established; Commencement of Assessments. The Association shall levy the Assessments described in Exhibit E attached hereto and made a part hereof as may be necessary and from time to time. Except as otherwise provided in this Declaration or as otherwise determined by the Board from time to time, payment of the Assessments for any subject fiscal year shall be required as of the first day of such fiscal year. Each Owner shall pay the assessed amounts directly to the Association. Notwithstanding any provision herein to the contrary, Assessments shall only be levied against a Lot, Unit or Parcel for which a certificate of occupancy has been issued for the Home constructed thereon.

16.2 Responsibility for Payment. The respective Owners as provided herein shall be responsible to pay such Assessments plus all excise or other taxes, if any, that from time to time as may be imposed upon such Owner's respective portion of the Assessments established by this Article. All of the foregoing, together with interest, late fees, and all costs and expenses of collection, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, are jointly and severally the personal obligation of the Owners of the respective Parcel.

16.3 Adoption of Annual Budget; Notice to Owners of Assessments. The Board shall annually prepare a budget covering the estimated expenses of the Association for the coming year ("Annual Budget"). Any Annual Budget adopted by the Board (which must be adopted by the Board at a meeting at which notice was given to the Members in accordance with Section 720.303 of the Act) may include a capital contribution establishing a reserve fund, in accordance with a reserve budget separately prepared, and shall separately list various expenses in a format such that the various Assessments can be determined and levied. The Board shall make diligent effort to provide notice of Assessments to the Owners at least 30 days in advance of each Assessment period. The Annual Budget and all Assessments shall be determined by the Board in their sole and absolute discretion. The Board may modify the Annual Budget as necessary during the fiscal year, and levy modified Assessments in conformity therewith.

In the event that the proposed Annual Budget is disapproved or the Board fails for any reason to determine the Annual Budget for any year, then and until such time as an Annual Budget shall have been determined as provided herein, the Annual Budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new Annual Budget, the same shall be deemed retroactive to the beginning of the then-current fiscal year and each Owner shall pay the increase, if any, in the Assessments from the beginning of such year at the time the next Assessment installment is due.

The Annual Budget is projected and is based upon good faith estimates and analysis and not upon historical operating figures. Each Owner is hereby notified that the amount of the Assessments that actually are levied by the Association may be significantly lower or higher than originally projected.

16.4 Declarant's Assessments. Notwithstanding any provision of the Governing Documents to the contrary, Declarant shall not be obligated to pay any Assessment for any Lot, Unit or Parcel which it may own during any period of time that Declarant shall be responsible for paying the difference between the Association's operating expenses and the sum of the revenues of the Association from all sources. The term "all sources" used in the previous sentence includes, but is not limited to, interest earned on Association deposits, revenues from the operation of Common Property, Resale Capital Contributions (as defined hereinafter), the Assessments levied against the Members other than Declarant, and all other revenue. Such difference, herein called the "deficit funding", shall not include any reserve for replacements, operating reserves (if any), depreciation reserves (if any) or capital expenditures. Declarant shall be obligated for deficit funding for each year of operation until such time that Declarant shall give written notice to the Board terminating its responsibility for deficit funding during the next succeeding fiscal year. Upon giving such notice, each Lot, Unit or Parcel owned by Declarant for which a certificate of occupancy has been issued for the Home constructed thereon shall thereafter be assessed in the same manner as Lots, Units or Parcels owned by Owners other than Declarant. Notwithstanding any provision herein to the contrary, any deficit funding provided by Declarant pursuant to this Section shall automatically terminate as of Transfer of Control. Any surplus may either be paid to Declarant after the conclusion of the fiscal year or carried forward to the next fiscal year at the sole option of Declarant. There is no limit to the number of years for which a surplus may be accumulated. Any surplus remaining at Transfer of Control shall be paid to Declarant. In conjunction with Transfer of Control, an audit will be conducted to determine the cumulative "due to" or "due from" Declarant for the term of the deficit funding.

16.5 No Assessments for Common Properties. The Assessments provided for or created by this Article shall not apply to the Common Properties or any other property dedicated to and accepted for maintenance by a Governmental Entity.

16.6 Lien for Assessments; Personal Obligation of Owner(s).

16.6.1 All sums assessed and charged against any Lot, Unit or Parcel pursuant to this Declaration, together with interest, late fees, all amounts coming due thereafter, and all costs and expenses of collection, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, shall be secured by a continuing lien in favor of the Association on such Lot, Unit or Parcel, which may be foreclosed in the same manner as a mortgage lien is foreclosed under applicable Florida law. The lien is effective from and after the recording of a claim of lien in the public records of the County, stating the description of the Lot, Unit or Parcel, the name of the Owner, the amount due, and the due dates. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the Owner or other person making the payment is entitled to a satisfaction of the lien recorded in the public records of the County.

16.6.2 In addition to the continuing lien described in Section 16.6.1 above, all sums assessed and charged against any Lot, Unit or Parcel pursuant to this Declaration, together with interest, late fees, all amounts coming due thereafter, and all costs and expenses of collection, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, shall also be the personal obligation of the person or persons who was or were the Owner(s) of such Lot, Unit or Parcel when such sums became due and owing,.

16.7 No Set-Offs. No Owner shall have the right to set-off or reduce any Assessment by any claims that such Owner may have or may claim to have against the Association or against Declarant.

16.8 Certificate. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certificate signed by an officer of the Association setting forth whether there exists any unpaid Assessments against a specific Lot, Unit or Parcel, and, if so, the unpaid balances(s).

16.9 Remedies of the Association. Any Assessment not paid within 30 days after its due date shall bear interest until paid at the rate of 15% per annum, or such other rate as may be from time to time determined by the Board; provided, however, that such rate shall not exceed the maximum rate not constituting usury under Florida law. In addition, an administrative late fee of \$15.00 shall be imposed for any Assessment not paid within 10 days after its due date. The Association may bring an action at law against the respective Owner obligated to pay such Assessment and may foreclose its lien. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority.

16.10 Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the defendant shall be required to pay all costs and expenses of foreclosure incurred by the Association, including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any Assessments against the Lot, Unit or Parcel that become due during the pendency of the foreclosure, which Assessments also are secured by the lien foreclosed. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot, Unit or Parcel foreclosed, or to acquire such Lot, Unit or Parcel by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Lot, Unit or Parcel as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

16.11 Reimbursement of Fee for Worthless Check. In the event the Association incurs any bank service charge or fee as a result of depositing a worthless or otherwise uncollectible check issued to the Association for the payment of any Assessment or other sum due to the Association, the issuer of such worthless or otherwise uncollectible check shall reimburse the Association for such bank service charge or fee incurred, together with an administrative processing fee of \$25.00.

16.12 Subordination of the Lien to First Mortgages.

16.12.1 The claim of lien filed by the Association shall be subordinate to the lien of any First Mortgage held by a First Mortgagee recorded and valid before the effective date of this provision.

16.12.2 If a Mortgage against a Lot, Unit or Parcel (a) is properly recorded as a First Mortgage before the Association's claim of lien is recorded and (b) maintains First Mortgage priority, then the liability of the Lot, Unit or Parcel and the First Mortgagee (and its successor or assignee who acquires title to the Lot, Unit or Parcel by foreclosure or by deed in lieu of foreclosure, but only if the successor or assignee is the subsequent holder of the First Mortgage) for the unpaid Assessments that became due before the First Mortgagee's acquisition of title is limited, in accordance with the applicable provisions of the Act, to the lesser of:

16.12.2.1 The Lot's, Unit's or Parcel's unpaid Assessments which accrued or came due during the 12 months immediately preceding the acquisition of title or for which payment in full has not been received by the Association; or

16.12.2.2 One percent (1%) of the original debt secured by the First Mortgage.

16.12.3 The limitation of liability for payment of Assessments contained in this Section applies only if the First Mortgagee joins the Association as a defendant in the foreclosure action; however, joinder of the Association is not required if, on the date the foreclosure complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the First Mortgagee.

16.12.4 All unpaid Assessments as a result of this exception are Common Expenses, collectible from all of the Owners, including the new Owner and the Owner's successors and assigns. Such new Owner is not excused from liability for any Assessments against the Owner's Lot, Unit or Parcel which accrue after the Owner's acquisition of title; provided, however, that if the Association is the grantee, it is excused from payment. Notwithstanding the foregoing, First Mortgagee shall be exempt from liability for Assessments coming due before the First Mortgagee receives title to the Lot, Unit or Parcel as the result of a foreclosure or deed-in-lieu of foreclosure.

16.12.5 The Association may give any encumbrancer of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot, Unit or Parcel. Any encumbrancer holding a lien on a Lot, Unit or Parcel may, but is not required to, pay any amounts secured by the lien established by this Article 16; upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

16.12.6 The liability limitations contained in this Article 16 for First Mortgagees shall be expanded in the Association's favor to the fullest extent permitted by the applicable provisions of the Act, as amended from time to time.

16.13 Reserves.

16.13.1 The Association may, but shall not be required to, collect reserves for future or deferred maintenance, even though there is and shall be no requirement for the collection of any reserves for such maintenance.

16.13.2 From time to time, the Association, through the Board, may elect to collect reserves, in which event such amounts shall be Common Expenses. If the Board determines that reserves are to be collected:

16.13.2.1 the Board shall determine the appropriate level of the reserves based on a periodic review of the useful life of the improvements to the Common Properties and equipment owned by the Association, as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Properties, the purchase of equipment to be used by the Association in connection with its duties hereunder; and

16.13.2.2 the Annual Budget shall disclose the exact monies collected and the reserve categories involved.

16.13.3 Each Owner, by virtue of taking title to a Lot, Unit or Parcel, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that:

16.13.3.1 the Association, during the period prior to Transfer of Control, has no obligation to establish and collect, and shall not establish and collect, reserves except to the extent specifically mandated by the Act;

16.13.3.2 there is no statutory requirement for the establishment and collection of reserve accounts as of the date of recording of this Declaration; and

16.13.3.3 the Board has the exclusive power and authority to determine when and if reserves should be established, based upon its sole discretion.

16.14 Contributions to Capital; Consent of Owners.

16.14.1 Types of Capital Contributions. There shall be 2 different capital contributions that will be paid in conjunction with the purchase of a Lot, Unit or Parcel:

16.14.1.1 Initial Capital Contribution. At the time that the initial sale of each Lot, Unit or Parcel by Declarant or a Builder to a third Party purchaser is closed, the purchaser of the Lot, Unit or Parcel shall pay to Declarant an "Initial Capital Contribution." The funds derived from the Initial Capital Contributions shall be used at the discretion of Declarant for any purpose, including, but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. This payment shall not be refundable or applied as a credit against the Owner's payment of any Assessments. At the onset of the Community, the Initial Capital Contribution shall be set at \$1,500.00, but such amount may be changed from time to time by Declarant in its sole discretion.

16.14.1.2 Resale Capital Contribution.

16.14.1.2.1 Separate and apart from the Initial Capital Contribution, the Association may levy a "Resale Capital Contribution" upon the transferee in any conveyance of a Lot, Unit or Parcel by an Owner. The amount of the Resale Capital Contribution and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all Lots, Units or Parcels similarly situated shall be assessed at a uniform rate. Unless subsequently adjusted by the Board, the amount of the Resale Capital Contribution shall be initially set at \$1,500.00. The due date shall be the date of the closing of the conveyance of the Lot, Unit or Parcel. Payment of the Resale Capital Contribution shall be the legal obligation of the transferee. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot, Unit or Parcel by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, or the death of the transferee, nor to a transfer of title to a director or the transferor's spouse without changing occupancy, solely for estate planning or tax reasons. Resale Capital Contributions shall be considered an Assessment and can be collected as such in accordance with the provisions of this Section 16.

16.14.1.2.2 Notwithstanding the provisions of Section 16.14.1.2.1 to the contrary, no Resale Capital Contribution Assessment shall be levied and required to be paid upon transfer of title to a Lot, Unit or Parcel:

- (a) by Declarant to the initial Owner;
- (b) by an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner's spouse and/or children; provided, however, if the immediately preceding transfer of the Lot, Unit or Parcel was exempted from payment of the Resale Capital Contribution pursuant to this subsection, then this subsection shall not apply and the Lot, Unit or Parcel shall be subject to the Resale Capital Contribution;
- (c) by an Owner or such Owner's estate to the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Lot, Unit or Parcel was exempted from payment of the Resale Capital Contribution fee pursuant to this subsection, then this subsection shall not apply and the Lot, Unit or Parcel shall be subject to the Resale Capital Contribution;
- (d) of an undivided interest in a Lot, Unit or Parcel by the Owner thereof to any then-existing co-Owner(s) of such Lot, Unit or Parcel; or
- (e) to an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage.

16.14.2 Acknowledgement, Agreement and Consent of Owners. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, acknowledges, agrees and consents, and shall be deemed to have acknowledged, agreed and consented, with and to the provisions of this Section 16.14, including, but not

limited to, all obligations for monetary payment to the Association and such Owner's responsibilities therefore.

16.15 Assessments of Subdivision Associations. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that:

16.15.1 the Assessments levied by the Association in no manner are related to any and all assessments levied or to be levied by any Subdivision Associations;

16.15.2 the Subdivision Associations will levy assessments pursuant to the Subdivision Declarations; and

16.15.3 an Owner is responsible and liable to pay the Assessments of the Association and all assessments of the Subdivision Association (if and to the extent applicable to an Owner).

16.16 Application of Payments Received from an Owner. Any payments received by the Association from a delinquent Owner shall be applied first to any interest accrued as provided in this Article, then to any administrative late fee, then to any fines levied by the Association pursuant to the applicable provisions of this Declaration, the By-Laws and the Act, then to costs and reasonable attorneys' fees incurred in collection as provided in this Article, and then to any delinquent and/or accelerated Association assessments. The foregoing application of funds received shall be applicable despite any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

16.17 Collection of Rents from Tenants.

16.17.1 If a Lot, Unit or Parcel is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner related to the Lot, Unit or Parcel have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the Lot, Unit or Parcel.

16.17.2 The Association must provide the tenant a notice, by hand delivery or United States mail, in substantially the following form:

Pursuant to section 720.3085(8), Florida Statutes, we demand that you make your rent payments directly to the Owners' association and continue doing so until the association notifies you otherwise.

Payment due the Owners' association may be in the same form as you paid your landlord and must be sent by United States mail or hand delivery to (full address), payable to (name).

Your obligation to pay your rent to the association begins immediately, unless you have already paid rent to your landlord for the current period before receiving this notice. In that case, you must provide the association written proof of your payment within 14 days after receiving this notice and your obligation to pay rent to the association would then begin with the next rental period.

Pursuant to Section 720.3085(8), Florida Statutes, your payment of rent to the association gives you complete immunity from any claim for the rent by your landlord.

16.17.3 A tenant is immune from any claim by the Owner related to the rent timely paid to the Association after the Association has made written demand.

16.17.4 If the tenant paid rent to the landlord or Owner (if different) for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within 14 days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the Owner until the Association releases the tenant or the tenant discontinues tenancy in and of the Lot, Unit or Parcel. The Association shall, upon request, provide the tenant with written receipts for payments made. The Association shall mail written notice to the Owner of the Association's demand that the tenant pay monetary obligations to the Association.

16.17.5 The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant shall be given a credit against rents due to the landlord in the amount of the monies paid to the Association.

16.17.6 The Association may issue notice under Section 83.56, Florida Statutes, and sue for eviction under Sections 83.59-83.625, Florida Statutes, as if the Association were a landlord under part II of Chapter 83, Florida Statutes, if the tenant fails to pay a monetary obligation. However, the Association is not otherwise considered a landlord under Chapter 83, Florida Statutes, and specifically has no obligations under Section 83.51, Florida Statutes.

16.17.7 The tenant does not, by virtue of payment of monetary obligations, have any of the rights of an Owner to vote in any election or to examine the books and records of the Association.

16.17.8 A court may supersede the effect of this Section 16.17 by appointing a receiver.

16.18 Association Serving as Collection Agent. The Association may, but shall not be obligated to, serve in the role of collection agent for the various assessments and payments required to be made by an Owner to a Subdivision Association. In such regard, the Association shall collect all monies from an Owner and then remit the applicable funds to a Subdivision Association.

16.19 Advances to the Association by Declarant. Declarant may, in its sole discretion from time to time, advance and loan monies or other property in lieu of monies to the Association for any purpose, including, but not limited to, providing working capital. Such advances shall be considered a loan by Declarant to the Association and may be evidenced by a promissory note executed by the Association in favor of Declarant. The Association, by and through its officers, directors and agents, are hereby empowered to, and shall have the authority to, execute such promissory notes in favor of, and on behalf of, the Association and obligate the Association to repay all funds, monies or property so advanced. Even if the advances are not evidenced by promissory notes, the amounts so advanced shall be considered loans which may be due upon demand before or after turnover.

16.20 No Assessments Against the Golf Club. No Assessments shall be levied against the Golf Club and any real property owned by the Golf Club. No amendment to this Section 16.20 shall be effective without the prior written consent of the Golf Club.

ARTICLE 17: MISCELLANEOUS PROVISIONS RESPECTING MORTGAGEES

17.1 General Rights of Mortgagees. The following provisions are intended for the benefit of each First Mortgagee and each "Institutional First Mortgagee" (defined for purposes herein to mean any federally or state chartered bank, insurance company, a FHLMC, FNMA, GNMA, HUD, VA or FHA approved mortgage lending institution, a recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank, or any other institutional lender holding a First Mortgage), as more specifically provided hereinafter. An Institutional First Mortgagee shall not cease to be an Institutional First Mortgagee even if the First Mortgage is partially subordinated to another mortgage encumbering the Property. To the extent that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

17.1.1 Upon request in writing to the Association identifying the name and address of the Institutional First Mortgagee or the insurer or guarantor of a recorded First Mortgage on a Lot, Unit or Parcel ("Insurer or Guarantor") and the number or address of the Lot, Unit or Parcel on which it has (or insures or guarantees) the First Mortgage, the Association shall undertake to furnish to each Institutional First Mortgagee, Insurer or Guarantor, as the case may be, timely written notice of (a) any condemnation or casualty loss that affects either a material portion of the Property or the Lot, Unit or Parcel securing its mortgage, (b) any 60-day delinquency in the payment of Assessments or charges owed by the Owner of the Lot, Unit or Parcel on which it holds the Mortgage, (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (d) any proposed action that requires the consent of a specified percentage of the Institutional First Mortgagees or the First Mortgagees as a whole.

17.1.2 Any Institutional First Mortgagee who comes into possession of a Lot, Unit or Parcel pursuant to the remedies provided in the First Mortgage, through either deed-in-lieu of foreclosure, shall, to the extent permitted by law, take such property free of any claims for unpaid Assessments and charges in favor of the Association against the mortgaged Lot, Unit or Parcel which became due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the respective Lot, Unit or Parcel, whichever occurs first; provided, however, that this provision shall not apply to unpaid assessments and charges for which the Association has recorded a Notice of Lien in the public records prior to the recording of the applicable First Mortgage. In no manner shall the foregoing ability to avoid claims for unpaid Assessments and charges apply to a First Mortgagee that is not an Institutional First Mortgagee.

17.1.3 Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

17.1.3.1 to examine current copies of this Declaration, the Articles, the By-Laws, Rules and Regulations and the books and records of the Association during normal business hours;

17.1.3.2 to receive, by payment of a reasonable charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Owners at the end of each of its respective fiscal years; provided, however, that in the event an audited financial statement is not available, any First Mortgagee shall be entitled to have such an audited statement prepared at its expense.

17.1.3.3 to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings.

17.1.3.4 to receive written notice of any decision by the Owners to make a material amendment to this Declaration, the By-Laws or the Articles; or

17.1.3.5 receive written notice of any proposed action which would require the consent of a specified percentage of First Mortgagees.

17.1.4 No provision of this Declaration or the Articles or any similar instrument pertaining to any portion of the Property shall be deemed to give an Owner or any other party priority over the rights of the First Mortgagees pursuant to their First Mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Lot, Unit or Parcel and/or the Common Property, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Lot, Unit or Parcel affected shall be entitled, upon specific written request, to timely written notice of any such loss.

17.1.5 Upon specific written request to the Association identifying the name and address of the First Mortgagee, Insurer or Guarantor and the number and address of the Lot, Unit or

Parcel on which it has (insures or guarantees) the First Mortgage, each First Mortgagee, Insurer or Guarantor of a Lot, Unit or Parcel shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Property if such damage or destruction or taking exceeds \$10,000.

17.1.6 If any Lot, Unit or Parcel (or portion thereof) or the Common Property (or any portion thereof) is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of said Lot, Unit or Parcel or the Common Property will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the Owner of such Lot, Unit or Parcel or the Common Property or other party to priority over such First Mortgagee with respect to the distribution to such Lot, Unit or Parcel or the Common Property of the proceeds of any award or settlement.

17.2 Taxes and Assessments. Declarant and First Mortgagees may, jointly or severally, pay taxes and assessments or other charges which are in default and which may or have become a charge against the Common Property, and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and Declarant and First Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

17.3 Notice to the Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot, Unit or Parcel.

17.4 Failure of Mortgagee to Respond. Any First Mortgagee who received a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the First Mortgagee within 30 days of the date of the Association's request, based upon the date indicated on a postal return receipt or other certified evidence showing delivery. This Section 17.4 shall not be applicable to any First Mortgagee holding a mortgage on property owned by Declarant and subject to this Declaration.

ARTICLE 18: DAMAGE, DESTRUCTION AND RESTORATION OF COMMON PROPERTY

18.1 Damage, Destruction and Restoration. In the event the improvements forming a part of the Common Property, or any portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus reserves (if any) maintained by the Association, shall be sufficient to pay the cost of repair, restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and, if necessary, any applicable reserves, shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event the insurance proceeds and reserves (if any) are insufficient to reconstruct the damaged or destroyed improvements to the Common Property and the Owners through a Special Assessment (or some other applicable means) and all other parties in interest do not voluntarily make provision for reconstruction within 180 days from the date of damage or destruction, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the Board shall determine whether the net proceeds of insurance policies shall be (a) considered revenue of the Association, or (b) divided among all Members in proportion to their respective collective Assessment allocations from the entire Annual Budget.

18.2 Withdrawal of Damaged or Destroyed Common Property From Declaration. Any portion of the Common Property affected by damage or destruction may be withdrawn from being subject to this Declaration upon the unanimous affirmative vote of the Members voting at a meeting called for that purpose. If the Common Property affected by such damage or destruction is owned by the Association and such property was contributed to the Association by Declarant, the Board shall, after 60 days written notice to Declarant, return such property to Declarant (whether or not Declarant is a Member at the time). In the event Declarant refuses to accept the return of such property, then the property shall be sold in a

commercially reasonable fashion and the Board shall determine whether the sale proceeds shall be (a) considered revenue of the Association, or (b) divided among the Members in proportion to their respective collective Assessment allocations from the entire Annual Budget. Such withdrawal shall be accomplished by an action of the Board through a recorded supplement to this Declaration, executed by the president or vice-president and the secretary of the Association, which specifically and legally describes the property being withdrawn.

ARTICLE 19: CONDEMNATION

Whenever all or any part of the Common Property owned by the Association shall be taken by condemnation or conveyed in lieu of and under threat of condemnation, the award made for such taking shall be payable to the Board and considered revenue of the Association unless the Board shall decide to distribute such funds to the Owners, in which event the proceeds available shall be handled by the Board in the same manner as insurance proceeds provided for in Article 19 hereof.

If the taking involves a portion of such Common Property on which improvements have been constructed, then, unless within 60 days after such taking, Declarant, so long as Declarant owns any Parcel subject to this Declaration, and the Board shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor, in accordance with plans approved by the Board.

ARTICLE 20: TERMINATION OF THE DECLARATION

At a meeting of all Owners called for such purpose, upon the affirmative vote of 90% of the total eligible voting interests in the Association, the Owners may elect to terminate this Declaration and dissolve the Association in accordance with the provisions of the By-Laws. Within 10 days after the date of the meeting at which such action was approved, the Board shall give written notice of such action to all applicable Governmental Entities, First Mortgagees, Insurers, and Guarantors entitled to notice under Article 18 of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments to perform all acts in manner and form as may be necessary to effect such termination and dissolution. Notwithstanding anything contained herein to the contrary, this Declaration may not be terminated unless the instrument of termination is joined in by the County or any successor controlling Governmental Entity.

ARTICLE 21: DECLARANT'S RIGHTS

21.1 General Provisions. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or By-Laws shall be understood or construed to:

21.1.1 prevent Declarant or its contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property may be modified by Declarant at any time and from time to time, without notice); or;

21.1.2 prevent Declarant or its contractors, subcontractors or representatives from erecting, constructing and maintaining on any property owned or controlled by Declarant or its contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing the development and establishing the Community as a community and disposing of the same by sale, lease or otherwise; or

21.1.3 prevent Declarant or its contractors or subcontractors, from conducting on any property owned or controlled by Declarant, its business of developing, subdividing, grading and

constructing improvements on the Property and of disposing of Lots, Units and Parcels therein by sale, lease or otherwise; or

21.1.4 prevent Declarant from determining in its sole discretion the nature of any type of improvements to be constructed as part of the Community.

21.2 Transfer of Declarant Rights. Any or all of the special rights and obligations of Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the public records of the County.

21.3 Reserved Use Rights of Declarant. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sale of Parcels shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Property and Parcels owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Lots, Units and Parcels, including, but not limited to, business offices, construction offices, signs, model lots, and sales offices, and Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use any Lot, Unit or Parcel or other property owned by Declarant as models, or information or sales offices.

21.4 Requirement for Declarant Consent. So long as Declarant continues to have rights under this Article, no Person shall record any declaration or similar instrument affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

21.5 Future Easements and Modifications. Declarant reserves the right to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights of way to modify the boundary lines and to plat or replat portions of the Property for development of the Community.

21.6 Amendment of this Article. This Article may not be amended without the express written consent of Declarant; provided, however, Declarant's rights contained in this Article shall terminate upon the earlier of (a) 30 years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

21.7 Assignment of Declarant's Rights. Any or all of the rights, privileges, or options provided to or reserved by Declarant in this Declaration, the Articles or the By-Laws, may be assigned by Declarant, in whole or in part, as to all or any portion of the Property, to any person or entity pursuant to an assignment recorded in the public records of the County. Any partial assignee of any of the rights of Declarant shall be deemed a Declarant but shall have no other rights, privileges or options other than as are specifically assigned. If, however, such purchaser is specifically assigned all the rights held by Lennar as Declarant hereunder, such assignee shall be deemed Declarant and may exercise all the rights of Declarant hereunder. Any full or partial assignment of Declarant's rights shall be by an express written assignment recorded in the public records of the County, specifically setting forth the description of the rights assigned and the specific property of assignee to which the assigned rights apply. Any partial assignment may be made on a non-exclusive basis and in the event of a dispute between Lennar (and its successors or assignee of full Declarant's rights hereunder) and any assignee of a portion of Declarant's rights hereunder, the exercise of rights by Lennar as Declarant hereunder (and its successors or assignee of full Declarant's rights) shall be controlling. No assignee of Declarant shall have any liability for any acts of Declarant or any prior Declarant unless such assignee is assigned and agrees to assume such liability. Notwithstanding the foregoing, an assignment of all of Declarant's rights hereunder with respect to a portion of the Property shall not be valid without the prior written approval of the First Mortgagee of such portion attached to and recorded with the assignment instrument.

ARTICLE 22: AMENDMENTS

22.1 Amendments in General.

22.1.1 Amendment by Declarant.

22.1.1.1 Subject to the provisions of this Declaration where applicable and except as otherwise provided herein, Declarant may amend this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time prior to Transfer of Control (for purposes of disclosure, Declarant presently intends that all residential property contained or to be contained within the Community shall be subjected to the scope of this Declaration); provided, however, that any amendment which could impair the rights of a Builder hereunder in connection with the construction, development and/or sale of a Lot, Unit or Parcel shall require the prior written consent of such Builder in order to be effective. Notwithstanding the foregoing, amendments undertaken solely by Declarant shall comply with Section 720.307(5) of the Act. Any purported amendment without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by such Builder and recorded in the public records of the County.

22.1.1.2 Notwithstanding any provision herein to the contrary, pursuant to its rights hereunder to amend this Declaration, Declarant expressly reserves the right to amend the legal descriptions for any of the Parcels, to further subdivide any particular Lot, Unit or Parcel into two or more Lots, Units or Parcels, to modify the Assessment process as contemplated in Exhibit E attached hereto and made a part hereof, or to create new classes or recategorize existing classes of Lots, Units or Parcels or membership.

22.1.1.3 Notwithstanding any provision herein to the contrary, pursuant to its rights hereunder to amend this Declaration, no instrument which amends, rescinds, modifies or terminates any provision of this Declaration shall be effective while there are Class B memberships unless 100% of the Class B Members shall approve and join in such instrument.

22.1.1.4 Notwithstanding anything herein to the contrary, for so long as Declarant owns any portion of the Property, no amendment or modification to this Declaration which in Declarant's sole opinion impairs, alters or otherwise modifies, in whole or in part, the marketability, viability, usability or salability of any portion of the Property owned by Declarant shall be effective without the prior written consent of Declarant. For purposes of example only and without limitation as to the types of amendments or modifications requiring Declarant consent pursuant to this Section 22.1.1.4, an amendment which would (a) require Association approval for the sale or transfer of an interest in a Lot, Unit or Parcel in whole or in part, (b) modify the assessment structure pertaining to any Lot, Unit or Parcel, or (c) impair, alter or otherwise modify construction, sales or marketing activities (including placement, size and design of signage, etc.), would be considered an impairment to the marketability, viability, usability or salability of the Property for which prior written consent of Declarant would be required.

22.1.2 Amendment by the Association. Upon such time as Declarant's rights to amend this Declaration expire pursuant to Section 22.1.1 hereof, this Declaration may be amended by an instrument executed by the Association with the formalities from time to time required of a deed and approved by not less than 67% of the total eligible voting interests in the Association, such votes having been cast at a meeting of the Association duly-noticed, called and held in accordance with the By-Laws. No amendment is effective until an amendment document is executed by the president or vice president and the secretary of the Association certifying that the requisite percentage of Owners approved the amendment, and such amendment document is recorded in the public records of the County. Notwithstanding the foregoing, no instrument of amendment shall be effective while there is Class B membership unless the Class B Member shall approve and join in such instrument, and (b) any amendment which could impair the rights of a Builder hereunder in connection with the construction, development and/or sale of a Lot, Unit or Parcel shall require the prior written consent of such Builder in order to be effective. Any purported amendment without such approval shall be deemed void and of no

force and effect unless subsequently approved by a written consent signed by such Builder and recorded in the public records of the County.

22.1.3 County and WMD Consent to Amendments. Notwithstanding any provisions to the contrary contained in this Declaration, any amendment which will affect the Surface Water Drainage and Management System serving the Property must have the prior written approval of the applicable Governmental Entity, if any, in order to be effective and binding.

22.2 Special Amendments. Anything herein to the contrary notwithstanding, and subject to the requirement of First Mortgagee approval set forth herein where applicable, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration and any provision therein (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or y may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with First Mortgages covering Lots, Units or Parcels; (iii) to correct clerical or typographical errors in this Declaration; or (iv) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot, Unit or Parcel and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on December 31, 2035.

ARTICLE 23: STEWARDSHIP DISTRICT

23.1 General. The Association and each Owner acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the Community is part of the District. The District may provide certain urban community facilities services and will have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such facilities and services. The District may be empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for basic infrastructures which may include, without limitation: (i) water management and control lands within the District and the connection of some of any of such facilities with other roads and bridges; (ii) potable water distribution; (iii) sewage collection; (iv) lakes and wetlands; and (v) wastewater management. The District may impose taxes and/or assessments on the Property which the District governs. These taxes and assessments will pay for the construction, operation, maintenance and/or costs of certain public facilities within the District and will be set annually by the governing board of the District. These taxes and assessments are in addition to County and other taxes and assessments provided for by law. These fees, rates, charges, taxes and assessments will either appear on the annual real estate tax bill for each Owner in which case they will be payable directly to the County Tax Collector or they will appear on a separate bill issued to each Owner by the District. The District shall have the power to issue any types of bonds permitted by Chapter 189, Florida Statutes.

23.2 Assessments. The Association and each Owner of a Lot, Unit or Parcel for all real property hereafter owned within the District's jurisdictional boundaries covenants and agrees to pay any and all special, operating and maintenance assessments, fees, charges and taxes which may be imposed by the District upon such property to fund all or part of the cost of the acquisition, construction, operation, maintenance, repair and replacement of community improvements, facilities and services performed by the District, debt service thereof, and any other cost incurred by the District, and further agree to abide by all of the District's rules, regulations, ordinances and contracts, as they may be exist from time to time.

23.3 District Jurisdiction and Governance.

23.3.1 Duties and Obligations.

23.3.1.1 The District and BRU will provide certain community infrastructure facilities and services, as well as additional facilities and services for the benefit and enhancement of the Property, and the District will have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide said facilities and services. Unless otherwise clearly indicated by the context in which it appears, the term "assessment" as used in this Article 23 refers to assessments as defined in Chapter 189, Florida Statutes, and not the "Assessments" defined in this Declaration.

23.3.1.2 The District is empowered to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain, or contract for the operation and maintenance of, systems and facilities, both for basic infrastructure and for the enhancement of the Property, which could include, without limitation, roadways, entrance gates and facilities, landscape and buffer areas, water bodies and lakes, conservation areas, street lights, potable water transmission mains, sewage collection mains, reclaimed water distribution mains and irrigation facilities, and water management, drainage and control lands within the Property, some of which may be connected to, and may by dedication or conveyance become part of public or quasi-public systems of similar facilities extending from outside the Community into the Community or extending from within the Community to areas outside the Community. These taxes and assessments will pay for the construction, operation and/or maintenance costs of certain public facilities within the District Property and will be set annually by the governing board of the District. These taxes and assessments are in addition to County and all other taxes and assessments provided by law. These fees, rates, charges, taxes and assessments will either appear on the annual real estate tax bill for each Owner (in which case they will be paid directly to the County tax collector) or will appear on a separate bill issued to each Owner by the District. All taxes and assessments of the District shall constitute a lien upon those portions of the Property owned by any Owner.

23.3.2 Operation and Maintenance Agreements. The District may enter into one or more agreements with the Association which may require the Association to perform some, if not all, of the duties of the District relating to operation and maintenance within the Property and the general aesthetic condition within the Community, and in so doing, to enforce standards established by this Declaration which may be above those applicable to the Property generally. Any repairs or replacements not performed by the Association pursuant to written agreement with regard to the District Property will remain the responsibility of the District. If and to the extent that the District enters into any such agreements with the Association, the cost of the services provided by the Association shall constitute a part of the Common Expenses but allocated to the Owners of the Property through the levying of a Neighborhood Assessment; accordingly, for such purpose, the Property shall be considered a Neighborhood.

23.3.2.1 Transfer of District Property to the Association. If Declarant and the District determine that it is in the best interest of the Community for any property interest owned by the District to be conveyed to the Association, the District may convey to the Association such fee simple title, easements, use rights and/or maintenance obligations to those portions of the District Property. The Association shall be obligated to accept title to the District Property so conveyed, subject to taxes for the year of conveyance, and to restrictions, limitations, conditions, obligations, reservations, duties and easements of record.

23.3.2.2 Transfer of Association Property to the District. If Declarant and the District determine, subject to any Governmental Entity requirements, that it is in the best interest of the Community and the Association for any properties of the Association to be owned and administered by the District rather than the Association, such properties, even though already conveyed to the Association, shall thereafter be considered property of the District, even if legal title has not been formally transferred to the District. When a part of the Property becomes a part of the District's Property, the

expenses of its administration and maintenance will remain Common Expenses, unless the District and the Association agree that such expenses shall become the responsibility of the District. If required by law, or if deemed by the Association to be in the best interest of the Community, the Association shall convey to the District the legal title to any Association property, which shall thereafter be a part of the District Property.

23.4 District Bond Financing. The District has the power to issue general obligation bonds, revenue bonds, refunding bonds and any other type of bond permitted by Chapter 189, Florida Statutes, as pertaining to the Property. Repayment of any such bond may be funded by non-ad valorem assessments on all non-exempt property within the Property, or by the imposition of rates, user fees, special assessments or other charges. The District is empowered to pledge its full faith and credit for the purpose of securing the repayment of the bonds which it issues. In addition, the District may secure revenue bonds by pledging the rates, fees or charges collected or to be collected by any revenue producing project. Bonds may be issued for the purpose of financing or refinancing capital improvements, to pay off existing bonds or any other permitted use. Separate special assessment bond(s) may be issued by the District to finance construction of any one or more of those improvements and to provide any one or more of those District services delineated in this Declaration, as well as to provide any other improvements or services permitted or allowed under Chapter 189, Florida Statutes. Unless specifically limited by the operative documents of a particular bond issue for a specific improvement or service so that only the revenues and/or properties involved in such improvement or service are pledged as collateral security for the repayment of that particular bond issue, the special assessment bonds will be an obligation of each Owner within the Property, and each Lot, Unit or Parcel within the Property has been pledged as collateral security for this obligation.

23.5 Taxes and Assessments. THE DISTRICT IS A SPECIAL TAXING DISTRICT WITH AUTHORITY TO FUND ITS OPERATIONS BY IMPOSING TAXES OR ASSESSMENTS, OR BOTH, ON THE PROPERTY LOCATED WITH THE DISTRICT'S BOUNDARIES. THE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE DISTRICT'S GOVERNING BOARD OF SUPERVISORS. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO THE COUNTY, SCHOOL DISTRICT AND OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THESE TAXES AND ASSESSMENTS MAY APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH OWNER AS A SEPARATE TAX OR ASSESSMENT AND MAY BE PAYABLE DIRECTLY TO THE MANATEE COUNTY TAX COLLECTOR. THE TAXES AND ASSESSMENTS OF THE DISTRICT CONSTITUTE A LIEN UPON THE PROPERTY THAT IS WITHIN THE DISTRICT.

23.6 Board of Supervisors. The functions, duties and powers of the District shall be managed and exercised by a board of supervisors, which entity will be different than the Association.

23.7 Declarant's Option. Declarant shall have the right, in its sole discretion, to convey property it owns to the District with the joinder of no other person being required, subject to the approval of the District and any applicable governmental regulations. Any property so transferred to the District shall be transferred subject to this Declaration.

ARTICLE 24: GENERAL PROVISIONS

24.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Parcel subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years each, unless an instrument in writing, approved by 67% of the total eligible Class A voting interests and 100% of the Class B voting interests (if any), has been recorded within the year preceding the beginning of each successive period of 10 years, agreeing to terminate the same, in which case this Declaration shall be terminated as specified therein. Notwithstanding the foregoing, any terms, provisions, covenants, restrictions or prohibitions contained herein which relate to, pertain to or affect any environmentally sensitive areas of the Property or any

portion of the Property which is subject to the rules, ordinances or regulations of the federal government, the State of Florida or the County or any agency or body of the foregoing shall be applicable to the Property in perpetuity unless the waiver of same shall have been obtained from the appropriate party or unless the rule, ordinance or regulation shall have been abrogated or repealed by the appropriate party.

24.2 Action by Association. All actions to be taken by the Association under this Declaration shall be taken by the Board without a vote of the membership unless a vote of the membership is specifically required by the terms of this Declaration, the Articles or the By-Laws.

24.3 Covenant Running with Property. The covenants and restrictions of this Declaration shall run with and be binding upon the Property, and shall remain in force and be enforced by the Board for a term as hereinabove provided.

24.4 Future Deeds of Conveyance. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the deed of conveyance of the Lot, Unit or Parcel to a third party shall specifically state that the Lot, Unit or Parcel is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, *Florida Statutes*, has extinguished the application of this instrument to each of the Lots, Units and Parcels.

24.5 Enforcement. Unless expressly provided otherwise, the Association or any Owner has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, Rules and Regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any Rules and Regulations, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, payable to the prevailing party, may be assessed as a Specific Assessment against such losing Owner's Lot, Unit or Parcel as provided hereinabove. Failure by the Association or by any Owner to enforce any covenant, restriction or the Rule and Regulations will not constitute a waiver of the right to do so at any time.

24.6 Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to enforce any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating Owner's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Property.

24.7 Interpretation. Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and *vice versa*; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the terms "Lot" and "Parcel" includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the words "must", "should," and "will" have the same legal effect as the word "shall". This Declaration shall be interpreted, construed and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots, Units and Parcels by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

24.8 Inapplicability of Condominium Act. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that

the Association is not intended to be and shall not be a condominium association, and is not intended to and shall not be governed by the provisions of Chapter 718, *Florida Statutes*.

24.9 Indemnification. The Association shall, to the broadest extent possible by applicable statute, indemnify and hold harmless every officer, director, and committee member against any and all expenses, including counsel and paralegal fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

24.10 Judicial or Administrative Proceedings.

24.10.1 Subsequent to Transfer of Control, and notwithstanding any contrary provisions in the Governing Documents, no judicial or administrative proceeding shall be commenced or prosecuted by the Association, no legal services shall be provided with respect to preparing for such judicial or administrative proceedings, and no contracting for payment of legal expenses pertaining to potential judicial or administrative proceedings shall be permitted to occur by the Board unless first approved by not less than 75% of the total eligible voting interests in the Association. The Association shall prepare a budget of the total estimated cost of the judicial or administrative proceeding which shall be submitted to the Members for a vote along with the notice of the proposed judicial or administrative proceeding. Such budget shall be based upon an estimate of the total cost and fees of the judicial or administrative proceeding made by the attorney to be retained by the Association for the judicial or administrative proceeding following the above-referenced vote. The Association shall assess all Owners whose interests are being sought to be protected through such judicial or administrative proceeding in accordance with the Assessment process provided herein; provided, however, that no funds from General Assessments or other sources may be used for such purpose. Prior to preparation for and institution of judicial or administrative proceeding, any Assessment levied in such regard must be more than 75% collected.

24.10.2 Notwithstanding the provisions of Section 24.10.1 to the contrary, no prior approval of the Members shall be required for the Association to commence actions:

24.10.2.1 against parties other than Declarant to enforce the provisions of this Declaration, including, without limitation, the foreclosure of liens;

24.10.2.2 pertaining to the imposition and collection of Assessments or other charges as provided herein;

24.10.2.3 to challenge ad valorem taxation determinations;

24.10.2.4 to enforce the Governing Documents and/or the Rules and Regulations;

24.10.2.5 to bring counterclaims in proceedings instituted against the Association; or

24.10.2.6 in an emergency, when waiting to obtain the approval of the Members creates substantial risk of irreparable harm or injury to the Association or its Members.

This Section 24.10 shall not be amended unless such amendment is made by Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided in Section 24.10.1 hereof.

24.11 Amplification; Conflict.

24.11.1 The terms defined in this Declaration shall have same meanings in the Articles and By-Laws, unless otherwise provided.

24.11.2 The terms and provisions of this Declaration are amplified by the Articles and the By-Laws, but no such amplification will alter or amend substantially any of the rights or obligations of the Owners set forth in this Declaration.

24.11.3 Declarant intends that the terms and provisions of this Declaration, on the one hand, and the Articles, the By-Laws and the Rules and Regulations, on the other, to be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the terms and provisions of this Declaration control over anything in the Articles, the By-Laws and/or the Rules and Regulations to the contrary.

24.11.4 Declarant intends that the terms and provisions of this Declaration, on the one hand, and the terms and provisions of any Subdivision Declaration, on the other, to be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the terms and provisions of this Declaration control over anything in any Subdivision Declaration to the contrary.

24.12 Compliance. Every Owner, Resident, Authorized User, guest, invitee and tenant of any Lot, Unit or Parcel shall comply with all lawful provisions of this Declaration, the By-Laws and Rules and Regulations of the Association. Failure to comply shall be grounds for an action to recover sums dues, for damages or injunctive relief, or for any other remedy available at law or in equity (subject to the applicable terms and provisions of Section 24.21 hereof), maintainable by the Association or, in a proper case, by any aggrieved party. The Owner of a Lot, Unit or Parcel shall be responsible and liable for any and all actions of any Residents, Authorized Users, occupants, guests, invitees and tenants of such Lot, Unit or Parcel.

24.13 Provisions Pertaining to the Transfer or Lease of a Lot, Unit or Parcel.

24.13.1 Leasing of a Lot, Unit or Parcel. The minimum allowable lease period shall be thirty (30) consecutive days. All leases are subject to the following restrictions and conditions:

24.13.1.1 The lease must be written, and a fully executed copy must be provided to the Association not less than fifteen (15) days before the beginning of the lease term, together with such other information about the lessees as the Board may reasonably require and which are permissible under applicable law.

24.13.1.2 No lease may be for a period of less than thirty (30) consecutive days or one (1) month, whichever is less.

24.13.1.3 No subleasing or assignment of lease rights is allowed.

24.13.1.4 No one but the lessee and Authorized Users may occupy the Lot, Unit or Parcel during a lease.

All of the provisions of the Governing Documents (including specifically, but not limited to, the Rules and Regulations) shall be applicable to and enforceable against any person occupying a Lot, Unit or Parcel as a lessee or an Authorized User of a lessee to the same extent as against an Owner, and a covenant on the part of each occupant to abide by the Governing Documents (including specifically, but not limited to, the Rules and Regulations) shall be deemed to be included in every lease whether or not specifically expressed in such lease. An Owner's failure to evict a lessee in accordance with the lease shall be deemed a default of such Owner hereunder.

However, to the extent any provision in this Section 24.13.1 is deemed a "legal restriction on conveyance" as set forth in 24 C.F.R. §203.41 (as may be amended), such provision shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

24.13.2 Transfer of a Lot, Unit or Parcel. The following provisions shall apply to the transfer of ownership of a Lot, Unit or Parcel (and the following provisions shall not in any fashion apply to the leasing of a Lot, Unit or Parcel, which is governed under Section 24.13.1 hereof):

24.13.2.1 No later than fifteen (15) days prior to the anticipated date of closing on the transfer (sale) of a Lot, Unit or Parcel, the Owner shall provide written notice to the Association indicating such Owners' intention to sell the Lot, Unit or Parcel. The notice shall include the name and address of the proposed purchaser(s) and an executed copy of the purchase contract. The Association may require other such information as it deems reasonably necessary, and may impose a transfer fee to be determined from time to time by the Board, but in no event shall such amount be contrary to applicable law.

24.13.2.2 Consistent with the provisions of this Section 24.13.2, de facto timesharing of Lots, Units and Parcels is not permitted, and approval will not be given for the sale of a Lot, Unit or Parcel or an interest therein interest in a Lot, Unit or Parcel to multiple persons (such as siblings or business associates), who may intend that they and their families would split occupancy of the Lot, Unit or Parcel into different time periods during the year.

24.13.2.3 Declarant is and shall be exempt from all provisions of this Section 24.13.2 with regard to the sale of Lots, Units and Parcels by Declarant to third parties, and the provisions of such Section shall not be amended without the prior written consent of Declarant for as long as Declarant owns any portion of the Property.

24.14 Recognition by Owners of Declarant's and Builder's Rights to Develop and Construct Improvements on the Property. Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the completion of the development of the Community may occur over an extended period of time and that incident to such development and the construction associated therewith the quiet use and enjoyment of the Property and each portion thereof may be temporarily interfered with by the development and construction work occurring on those portion of the Property owned by Declarant or a Builder or their respective successors and assigns and each Owner, on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of the balance of the Property. Each Owner, on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the development, construction and completion of the balance of the Property may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner or such Owner's behalf and on behalf of such Owner's heirs, assigns, personal representatives,, successors, mortgagees, lienors and assigns does hereby release Declarant and each Builder and their respective successors in interest and others involved from all claims that they may have in connection therewith.

24.15 Access Control. Declarant and the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to control vehicular access to the Property. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of privacy, security or safety within the Property. Neither the Association nor Declarant shall be held liable for any loss or damage by reason of failure to provide adequate privacy or ineffectiveness of privacy, security or safety measures undertaken. All Owners, Residents and Authorized Users of any Lot, Unit or Parcel, tenants, guests and invitees of any Owner, as applicable, acknowledge and agree, and shall be deemed to have acknowledged and agreed, that Declarant and the Association, and the officers, directors and supervisors of each of them, do not represent or warrant that any fire protection system, electronic monitoring system or other privacy system designated by or installed according to guidelines established by Declarant or the ARC may not be compromised or circumvented, that any fire protection or electronic monitoring systems or other privacy or security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and that fire protection or electronic monitoring systems or other privacy or security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner, Resident and Authorized User of any Lot, Unit or Parcel, and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that each Owner, Resident and Authorized User of any Lot, Unit or Parcel and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to Lots, Units and Parcels and to the contents of these and further acknowledges that the Association and Declarant have made no representations or warranties nor has any Owner, Resident, Authorized User, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or electronic monitoring systems or other privacy systems recommended or installed or any privacy or security measures undertaken within the Property.

24.16 Disclaimer of Association Liability. As used in this Section, "Association" shall mean the Association, all Subdivision Associations having jurisdiction over portions of the Community, and all committee and Board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns of the foregoing. Notwithstanding anything contained herein or in the Articles, By-Laws, any Rules and Regulations or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, Member, Resident or Authorized User of any portion of the Community, other tenants, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing: (a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Community, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Community and the value thereof; and (b) the Association are not empowered, and have not been created, to act as an agency which enforces or insures compliance with the laws of the State of Florida or the County or the prevention of tortious activities. Each Owner (by virtue of such Owner's acquisition of a Lot, Unit or Parcel) and each other Person having an interest in or lien upon, or making any use of, any portion of the Community (by virtue of accepting such interest or lien or making such use) shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against which the liability of the Association has been disclaimed in this Section. Each Member does hereby release Declarant and the Association from all liability from injury and/or accidental death due to adverse weather and all effects and results thereof.

24.17 Limitation on Damages. Notwithstanding any provision herein to the contrary, each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that such Owner waives any and all rights to seek special, consequential or punitive damages arising out of or related to any matter directly or indirectly involving or pertaining to this Declaration.

24.18 Logos and Trademarks. All logos, trademarks, and designs used in connection with the Community are the property of Declarant, and the Association shall have no right to use the same after Transfer of Control except with the express written consent of Declarant. Notwithstanding the foregoing

provisions to the contrary, a Builder may use the name "Calusa Country Club" in such Builder's marketing, sales, and promotional materials.

24.19 Disclosure Concerning Development and Construction Noise and Activities: All Owners, Residents and Authorized Users of the Community are hereby placed on notice that Declarant, Builders and/or their agents, contractors, subcontractors, licensees and other designees will be, from time to time, conducting blasting, excavation, construction and other activities within or in proximity to the Community. By the acceptance of a deed or other conveyance or mortgage, leasehold, license or other interest, and by using any portion of the Community, each such Owner, Resident and Authorized User automatically acknowledges, stipulates and agrees (i) that none of the aforesaid activities shall be deemed nuisances or noxious or offensive activities, hereunder or at law generally, (ii) not to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to the Community where such activity is being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours), (iii) that Declarant, each Builder and any related parties shall not be liable for any and all losses, damages (compensatory, consequential, special, punitive or otherwise), injuries or deaths arising from or relating to the aforesaid activities, except resulting directly from Declarant's or Builder's gross negligence or willful misconduct, (iv) that any purchase or use of any portion of the Community has been and will be made with full knowledge of the foregoing, and (v) that this acknowledgment and agreement is a material inducement to Declarant and each Builder to sell, convey, and/or allow the use of the Lot, Unit or Parcel to third parties. This section shall survive the closing and delivery of a deed of conveyance.

24.20 Hurricane Disclosure Statement. Each Owner is hereby notified that (a) the Lot, Unit or Parcel that the Owner has purchased is located within a hurricane vulnerability zone; (b) the hurricane evacuation time for the Gulf Coast of Florida region is high; and (c) hurricane shelter space is limited.

24.21 Flood Zones. Flood zone determinations are made by the Federal Emergency Management Agency. Declarant and each Builder make no assurance, with regard to any portion of the Property, that any flood zone designation for a Lot, Unit or Parcel existing as of a particular date will remain the same. Declarant further advises that any such flood designation could be changed due to re-grading of the land as a result of the land development process. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that Declarant and each Builder have no involvement in the determination or designation of flood zone designations for any portion of the Property.

24.22 Resolution of Disputes. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, with the following terms and provisions:

24.22.1 Arbitration.

24.22.1.1 All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

24.22.1.2 Save and except for matters subject to Section 24.22.1.1 hereof or as otherwise specifically provided herein to the contrary, any and all claims, disputes and other matters in question arising out of or relating to this Declaration, any alleged breach of any terms or conditions hereof, Transfer of Control or any alleged failures relating thereto, or any other matter contemplated under this Declaration shall be decided by mandatory and binding arbitration in accordance with the rules of the American Arbitration Association ("AAA") currently in effect, unless the parties mutually agree otherwise. The following procedures shall apply:

24.22.1.2.1 Demand for arbitration shall be filed in writing with the other party or parties subject to the Declaration and with the AAA. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. "Construction Rules" will be utilized in any arbitration proceeding under this Section.

24.22.1.2.2 No arbitration arising out of or relating to this Declaration shall include, by consolidation, joinder or any other manner, an additional person or entity not a party to this Declaration, except by written consent containing a specific reference to this Declaration signed by the parties hereto and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Declaration shall be specifically enforceable in accordance with applicable law and any court having jurisdiction thereof.

24.22.1.2.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

24.22.1.2.4 All filing fees and AAA costs associated with the arbitration itself shall be paid for by the party who files the notice of arbitration; provided, however, that all such expenses shall be recovered by the filing party in the event that such party prevails. Any issues regarding who is the prevailing party shall be determined by the arbitration panel. The prevailing party also shall recover from the non-prevailing party all attorneys' fees and costs, including fees and costs for legal assistants and expert witnesses, and including all fees and costs incurred relative to any challenge or appeal of the arbitration award, or confirmation by a court of law.

24.22.1.3 For purposes of clarity, the foreclosure of Assessment liens under Section 16.10 hereof shall not be subject to the terms and provisions of this Section 24.22.1.

24.22.2 Litigation; Waiver of Jury Trial.

24.22.2.1 If and only to the extent a matter arising under this Declaration cannot be resolved by arbitration pursuant to Section 24.22.1 hereof, or if otherwise specifically provided herein to the contrary, the prevailing party shall be entitled to collect from the non-prevailing party reasonable attorneys' fees and costs at the trial level and at all levels of appeal. In such event, to the maximum extent permitted by law, Declarant, the Association and each Owner voluntarily, intentionally and irrevocably waive any and all right to trial by jury in respect of any action, proceeding, or counterclaim (whether based on contract, tort, or otherwise) arising out of or related to any of the provisions of this Declaration, or any course of conduct, course of dealing, statements (whether oral or written) or actions of any party hereto or to any document pertaining to this Declaration.

24.22.2.2 Each of Declarant, the Association, any Builders, and all Owners hereby submit to the jurisdiction of the Civil Courts of the State of Florida and the United States District Courts located in the State of Florida in respect of any suit or other proceeding brought in connection with or arising out of this Declaration and venue shall be in the County.

24.22.3 Material Inducement. The provisions of this Section 24.22 are a material inducement of each Owner's acquisition of title to a Lot, Unit or Parcel subject to this Declaration.

24.23 Judicial or Administrative Proceedings.

24.23.1 Subsequent to Transfer of Control, and notwithstanding any contrary provisions in the Governing Documents, no judicial or administrative proceeding contemplated under Section 24.22 hereof shall be commenced or prosecuted by the Association, no legal services shall be provided with respect to preparing for such judicial or administrative proceedings, and no contracting for payment of legal expenses pertaining to potential judicial or administrative proceedings shall be permitted to occur by the Board unless first approved by not less than 75% of the total eligible voting interests in the Association. The Association shall prepare a budget of the total estimated cost of the judicial or administrative proceeding which shall be submitted to the Members for a vote along with the notice of the proposed judicial or administrative proceeding. Such budget shall be based upon an estimate of the total cost and fees of the judicial or administrative proceeding made by the attorney to be retained by the Association for the judicial or administrative proceeding following the above-referenced vote. The Association shall assess all Owners whose interests are being sought to be protected through such judicial or administrative proceeding in accordance with the Assessment process provided herein; provided, however, that no funds from General Assessments or other sources may be used for such purpose. Prior to preparation for and institution of judicial or administrative proceeding, any Assessment levied in such regard must be more than 75% collected.

24.23.2 Notwithstanding the provisions of Section 24.23.1 to the contrary, no prior approval of the Members shall be required for the Association to undertake actions:

24.23.2.1 against parties other than Declarant to enforce the provisions of this Declaration, including, without limitation, the foreclosure of liens;

24.23.2.2 pertaining to the imposition and collection of Assessments or other charges as provided herein;

24.23.2.3 to challenge ad valorem taxation determinations;

24.23.2.4 to enforce the Governing Documents and/or the Rules and Regulations;

24.23.2.5 to bring counterclaims in proceedings instituted against the Association; or

24.23.2.6 in an emergency, when waiting to obtain the approval of the Members creates substantial risk of irreparable harm or injury to the Association or its Members.

This Section 24.23 shall not be amended unless such amendment is made by Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided in Section 24.23.1 hereof.

24.24 Golf Club and Golf Course.

24.24.1 Golf Club. The Community shall be subject to the following:

24.24.1.1 No Owner of a Lot, Unit or Parcel shall have any right, by virtue of ownership of such Lot, Unit or Parcel, whether or not contiguous to the Golf Course, of access, entry, or other use of the Golf Club Facilities. While Owners shall have the right to quiet enjoyment to their Lot, Unit or Parcel, there shall be no activity on any Lots, Units or Parcels that are contiguous to the Golf Club Facilities or any other portion of the Community located within a distance of one hundred (100) feet from the boundary of the Golf Club Facilities that unreasonably disturbs play or the enjoyment of the Golf Club Facilities by Golf Members and guests thereof, including, without limitation, undue noise, unsightly trash and debris, or any other noxious or offensive activity. Temporary fencing erected during tournaments or for a limited time during any construction activity at the Golf Club Facilities shall be permitted.

24.24.1.2 Ownership of pets by Owners shall be in compliance with all local laws and regulations and the terms and provisions of the Governing Documents. Such rules shall include, but not be limited to, a requirement that all dogs or other pets be kept on a leash whenever such pets are not on the Owner's property and that such pets be kept off of the Golf Club grounds, including the Golf Course, at all times.

24.24.2 Easements Pertaining to the Golf Club.

24.24.2.1 Non-specific, non-exclusive easements are hereby created for the benefit of the Golf Club and users of the Golf Course over all Lots, Units, Parcels, Common Property and Subdivision Common Areas adjacent to the Golf Course, to permit each and every act necessary, incidental or appropriate with or to the playing of golf. These acts include, without limitation, the recovery by golfers of errant golf balls, the flight of golf balls over and across such Lots, Units, Parcels, Common Property and/or Subdivision Common Areas, the landing of errant golf balls upon the Lots, Units, Parcels, Common Property and/or Subdivision Common Areas, the use of necessary and usual golf carts and maintenance equipment upon the Golf Course (and this Golf Course easement over as herein set out), the usual and common noises and other disturbances created by maintenance of the Golf Course and the playing of the game of golf, including occasional tournaments, together with all other common and usual occurrences normally associated with the existence and operation of a Golf Course.

24.24.2.2 The management of the Golf Club and its agents, successors and assigns shall at all times have a right and non-exclusive easement of access and use over all applicable portions of the Common Property and any Subdivision Common Areas reasonably necessary to the operation, maintenance, repair and replacement of the Golf Club.

24.24.2.3 The portion of the Community immediately adjacent to the Golf Club Facilities is hereby burdened with a non-exclusive easement in favor of the Golf Club for overspray of water from the irrigation system serving the Golf Club Facilities, from the spraying of fertilizer, pesticides and other chemicals used at the Golf Club Facilities and for the incursion onto that portion of the Community by maintenance and other vehicles performing work on the Golf Club Facilities.

24.24.2.4 The management of the Golf Club and its agents, successors and assigns shall have a perpetual, exclusive easement over, across and through the Property for the purpose of retrieving golf balls from bodies of water within the Common Property or Subdivision Common Areas lying reasonably within range of golf balls hit from the Golf Club Facilities. Under no circumstances shall the management of the Golf Club, any Golf Club Member or partner thereof or any affiliate of any such Golf Club Member or partner, or their respective employees, shareholders, Golf Club Members, partners, officers, directors or agents or any architect, builder, land planner or contractor hired or retained by the Golf Club, in their capacities as such, be held liable for any damage or injury resulting from errant golf balls hit by third parties, retrieval of errant golf balls by third parties or from the overspray from the Golf Club Facilities.

24.24.2.5 A perpetual, non-exclusive easement is hereby reserved to Declarant and is granted to the Golf Club for the construction, operation and maintenance of golf cart paths and Golf Course irrigation over any and all portions of the Common Property, provided that such use does not interfere with the purposes contemplated for such Common Property.

24.24.3 Enforceability. The rights and obligations to implement the enforcement of the provisions of covenants that are directly and solely for the protection of, and enjoyment of, the Golf Club shall be delegated to the board of directors of the Golf Club and its successors and assigns.

24.24.4 Events. The Golf Club may, from time to time in the Golf Club's sole and absolute discretion, conduct or allow to be conducted non-sporting events, parties or functions (i.e., weddings, banquets, etc.) whereby certain portions of the Golf Club Facilities will be made available to non-residents of the Community and non-Golf Members. During any such non-sporting events, parties or functions, non-residents of the Community may enter the Community for the purpose of attending such event, party or

function, and an easement for ingress and egress shall be deemed to exist in favor of such non-residents of the Community to provide access to and from the Golf Club Facilities.

24.24.5 Indemnification. Each Owner and the Association shall jointly and severally indemnify, defend, and hold harmless Declarant, the Golf Club, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents, against and in respect of, and to reimburse Declarant, the Golf Club, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents, on demand for, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including, but not limited to, interest, penalties, attorney and paraprofessional fees and disbursements (even if incident to any appeals), that Declarant, the Golf Club, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents, shall incur or suffer, which arise out of, result from or relate to any claim that because the Golf Club Facilities may be deemed to be open space or a recreation area for purposes of applicable zoning ordinances and regulations, the Golf Club must be owned and/or operated by the Association or the Owners and/or that Owners may use the Golf Club without being a Golf Member for the use of the Golf Club Facilities and dues, fees and charges established by the Golf Club from time to time.

24.24.6 View Impairment; Modifications by the Golf Club.

24.24.6.1 Declarant, the Association and the Golf Club do not guarantee or represent that any view over and across the Golf Club Facilities from Lots, Units or Parcel adjacent to or in close proximity to the Golf Club Facilities will be preserved without impairment. The Golf Club shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Club Facilities from time to time.

24.24.6.2 The Golf Club, in its sole and absolute discretion, shall have the right to change the location, configuration, size and elevation of the trees, bunkers, fairways and greens of the Golf Course from time to time. Further, the Golf Club Facilities may be expanded in the future in such a manner as to encompass and contain through a conveyance or other transfer any vacant platted lots. Any such additions or changes may diminish or obstruct any view from the Lots, Units or Parcels, and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

24.24.7 Rights of Access and Parking. There is hereby established for the benefit of the Golf Club and the Golf Members (regardless of whether such Golf Members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and non-exclusive easement of access and use over all streets and roadways contained within the Community reasonably necessary to travel between the entrance to the Community and the Golf Club Facilities and over those portions of the Community (whether or not a part of the Common Property) reasonably necessary to the use, operation, maintenance, repair and replacement of the Golf Club Facilities. Without limiting the generality of the foregoing, Golf Members and guests and invitees of the Golf Club shall have the limited right to park their vehicles on the streets and roadways located within the Community at such locations and at such reasonable times and in such manner as determined by the Association from time to time before, during, and after tournaments and other similar functions held by or at the Golf Club Facilities, to the extent that the Golf Club has insufficient parking to accommodate such vehicles.

24.24.8 Limitations on Amendments. In recognition of the fact that the provisions of this Section 24.24 are for the benefit of the Golf Club, no amendment to this Section 24.24 or any other provisions of this Declaration which would impair, directly or indirectly, the use of the Golf Club Facilities or the operation of the Golf Club, shall be effective without the prior written consent of the Golf Club. The foregoing shall not apply, however, to amendments made by Declarant.

24.24.9 Assumption of Risk and Indemnification. Each Owner, by its purchase of a Lot, Unit or Parcel lying in the vicinity of the Golf Club, hereby expressly assumes the risk of noise, personal

injury or property damage caused by maintenance and operation of the Golf Club Facilities, including, but not limited to:

24.24.9.1 noise from maintenance equipment (it being specifically understood that such maintenance typically takes place around sunrise or sunset);

24.24.9.2 noise caused by golfers;

24.24.9.3 swimmers and other users of the Golf Club Facilities

24.24.9.4 use of pesticides, herbicides and fertilizers;

24.24.9.5 use of effluent in the irrigation or fertilization of the Golf Course or the grounds of the Golf Club Facilities;

24.24.9.6 reduction in privacy resulting from constant user traffic on the Golf Course or at any other Golf Club Facilities or the removal or pruning of shrubbery or trees on the Golf Course or any portion of the Golf Club Facilities;

24.24.9.7 errant golf balls and golf clubs and other equipment used at the Golf Club Facilities; and

24.24.9.8 design of the Golf Course.

Each such Owner agrees that neither Declarant nor the Association nor the Golf Club nor any of Declarant's affiliates or agents shall be liable to such Owner or any other person claiming any loss of damage, including, but not limited to, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Owner's Lot, Unit or Parcel to the Golf Course or any other Golf Club Facilities, including, without limitation, any claim arising in whole or in part from the negligence of Declarant, any of Declarant's affiliates or agents or the Association. Each such Owner hereby agrees to indemnify and hold harmless Declarant, Declarant's affiliates and agents and the Association against any and all claims by Owner's visitors, tenants and others upon such Owner's Lot, Unit or Parcel.

24.24.10 Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Golf Club shall cooperate to the maximum extent possible in the operation of the Community and the Golf Club. Each shall reasonably assist the other in upholding the Community-Wide Standards. The Association shall have no power to promulgate use restrictions or rules affecting activities on or use of the Golf Club without the prior written consent of the Golf Club.

24.24.11 Priority of Irrigation.

24.24.11.1 The Golf Club may own one or more lakes, water retention ponds or other water features within the Community. Notwithstanding the ownership of such lakes or water retention ponds, the Golf Club may use any and all lakes, water retention ponds or other water features within the Community for the purpose of irrigating and maintaining the Golf Club, with the result that the water level in such lakes, water retention ponds or other water features may from time to time vary. Each Owner of a Lot, Unit or Parcel acknowledges such right on the part of the Golf Club and agrees not to commence any cause of action or other proceeding involving the Golf Club based on the exercise of such right or otherwise interfere therewith.

24.24.11.2 In the event there are insufficient water levels to provide the necessary irrigation needs of the Golf Club and all other areas of the Properties, subject to applicable

governmental permits and requirements, the Golf Club shall have first priority of irrigation, followed by the, Common Area and any Neighborhood Common Area.

24.24.1 Waiver and Disclaimer Regarding Golf Course.

24.24.1.1 Each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, to accept the following inherent risks associated with living near or adjacent to the Golf Course:

24.24.1.1.1 maintenance on the Golf Course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset;

24.24.1.1.2 during certain periods of the year, the Golf Course will be heavily fertilized;

24.24.1.1.3 the maintenance of the Golf Course may require the use of chemicals and pesticides;

24.24.1.1.4 the Golf Course may be watered with reclaimed water; and

24.24.1.1.5 golf balls are not susceptible of being easily controlled and accordingly may enter Owner's airspace, strike Owner, Owner's guests, yard, walls, roof, windows, landscaping and personal property causing personal injury and property damage.

24.24.1.2 Declarant, the Association and its Members (in their capacity as Members), the developer and any successor in title to the Golf Course, and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party ("Released Parties"), shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on:

24.24.1.2.1 any invasion of the Owner's use or enjoyment of the Lot, Unit or Parcel;

24.24.1.2.2 improper design of the Golf Course;

24.24.1.2.3 the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the Golf Course); or

24.24.1.2.4 trespass by any golfer on such Owner's Lot, Unit or Parcel that may result from property damage or personal injury from golf balls (regardless of number) hit on a Lot, Unit or Parcel or adjacent roadways, or from the exercise by any golfer of the easements granted herein.

24.24.1.3 Each Owner of a Lot, Unit or Parcel hereby assumes the risk inherent in owning property adjacent to or nearby a Golf Course, including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby indemnifies and agrees to hold the Released Parties harmless from any and all loss arising from claims by such Owner, or persons using or visiting such Owner's Lot, Unit or Parcel, for any personal injury or property damage.

24.25 Exhibits Required by Manatee County. The following exhibits to this Declaration are provided pursuant to County requirements:

24.25.1 Proposed estimated 10 year budget;

24.25.2 Notice to Buyers;

24.25.3 Right of Entry and Compliance with Manatee County Land Development Code;

24.25.4 Listing of Holdings for Calusa Country Club Master Association, Inc.; and

24.25.5 Calusa Country Club Maintenance Program.

Specifically, with regard to the proposed 10 year budget contained in Exhibit E attached hereto and made a part hereof, Declarant advises that (a) such proposed budget is an estimate and is subject to change from time to time, (b) in fact it is expected that modifications will exist over time from the information and amounts contained in this proposed budget, and (c) this proposed budget is not the same document as the Budget.

24.26 Required Disclosures Under Manatee County Zoning Ordinance. The following disclosures are provided pursuant to Manatee County Zoning Ordinance PDR-21-27(Z)(G) – Taylor Ranch/SMR Taylor Ranch, LLC (Owner) – PLN2111-0047:

24.26.1 Racetrack and Dragstrip. The Community is located in the vicinity of a dragstrip and a racetrack currently known as the Bradenton Motorsports Park ("Dragstrip") and the Freedom Factory Raceway ("Racetrack"), respectively, and identified with parcel identification numbers 303710107 ("Dragstrip Site") and 305300059 ("Racetrack Site").

24.26.2 Noise. The Dragstrip and Racetrack facilities have ongoing events that by their nature create loud noises, which they are permitted to have. Any buyer within the Community buys with the understanding that the Dragstrip and the Racetrack both pre-existed the Community and each has all rights to operate and continue. By purchasing a Lot, Unit or Parcel in the Community, each Lot Owner recognizes these rights and agrees that the Owner will not object to the permitted uses of the Dragstrip or Racetrack and the permitted operations of each and will take no action to close down their permitted operations. The Community is located within the overall site known as the "Taylor Ranch" pursuant to Manatee County Zoning Ordinance PDR-21-27(Z)(G). The District has constructed a berm/wall combination structure together with landscaping along a portion of the east boundary of the overall site as identified on the General Development Plan approved pursuant to such Zoning Ordinance (the "Racetrack Buffer"). The Racetrack Buffer is intended to buffer the Community from the Dragstrip and Racetrack and to mitigate sound from the Dragstrip and Racetrack. Neither the Association nor any Owner will take any steps to reduce the buffer or any component thereof, including its size and height. The provisions in this Section 24.26 are for the benefit of the Dragstrip Site and the Racetrack Site and may not be deleted, amended or terminated without first obtaining the written approval of both then owners of the Dragstrip Site and the Racetrack Site. Any such approval shall be at the sole discretion of the Dragstrip Site and Racetrack Site owners.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, being Declarant, herein has caused this Declaration to be executed as of this _____ day of _____, 2024.

WITNESSES:

**Lennar Homes, LLC, a
Florida limited liability company**

Name: _____
Print Name: _____

By: _____
Darin McMurray, Vice President

Address: 10481 Six Mile Cypress Parkway
Ft. Myers, Florida 33966

(Corporate Seal)

Name: _____
Print Name: _____

Address: 10481 Six Mile Cypress Parkway
Ft. Myers, Florida 33966

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by Darin McMurray, as Vice President of Lennar Homes, LLC, a Florida limited liability company. He ☐ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires: _____

(AFFIX NOTARY SEAL)

(Signature)

Name: _____
(Legibly Printed or Typed)
Notary Public, State of Florida

(Commission Number, if any)

Exhibit A

Legal Description of the Property

DRAFT

Exhibit B

Description of Common Property

DRAFT

DRAFT

Exhibit C

Articles of Incorporation

**ARTICLES OF INCORPORATION
OF
CALUSA COUNTRY CLUB MASTER ASSOCIATION, INC.**

(A Florida Corporation Not for Profit)

THE UNDERSIGNED INCORPORATOR to these Articles of Incorporation hereby proposes the incorporation under Chapters 617 and 720, *Florida Statutes*, of a corporation not for profit, and hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida, Articles of Incorporation, and hereby certifies as follows:

ARTICLE I. NAME AND LOCATION

The name of this corporation shall be Calusa Country Club Master Association, Inc. (hereinafter referred to as the "Association"), and its initial office for the transaction of its affairs shall be 10481 Six Mile Cypress Parkway, Ft. Myers, Florida 33966.

ARTICLE II. PURPOSES

This Association does not contemplate pecuniary gain or profit to the Members thereof, and no distribution of income to its Members, directors or officers shall be made, except that nothing herein shall prevent the Association from compensating persons who may be Members, directors or officers in exchange for services actually rendered to, or costs actually incurred for the benefit of, the Association in furtherance of one or more of its purposes. The general purpose of this Association is to promote the common interests of the property owners in Calusa Country Club (hereinafter referred to as the "Community"), and the specific purpose is to perform the functions of the Association contemplated in the Declaration for the Community recorded in the public records of Manatee County, Florida (hereinafter referred to as the "Declaration"), as the same may in the future be amended, which purposes shall include, but not be limited to, the following:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;
- (b) Fix, levy, collect and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the Declaration;
- (c) Own and convey property;
- (d) Establish Rules and Regulations;
- (e) Sue and be sued;
- (f) To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- (g) Maintain, repair and replace Common Properties as contemplated by the Declaration, and to enter into contracts for the provision of services to maintain and operate the Common Properties; and
- (h) Have and exercise any and all other powers, rights and privileges of a not-for-profit corporation organized under the law of the State of Florida.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

A. Eligibility. Every person, whether an individual, corporation or other entity, who is the record owner of a Lot, Unit or Parcel that is subject to Assessment pursuant to the Declaration shall

become a Member of the Association upon the recording of the instrument of conveyance. If title to a Lot, Unit or Parcel is held by more than one person, each such person shall be a Member. An Owner of more than one Lot, Unit or Parcel is entitled to membership for each Lot, Unit or Parcel owned. No person other than an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Parcel; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to such Owner's vendee in possession.

If more than one person owns a fee interest in any Lot, Unit or Parcel, all such persons are Members, but there may be only one vote cast with respect to such Lot, Unit or Parcel. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file a certificate with the secretary of the Association naming the voting co-owner entitled to vote at such meeting, unless such co-owners have filed a general voting certificate with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, no separate certificate shall be necessary if title to any Lot, Unit or Parcel is held in a tenancy by the entireties, and in such event either tenant is entitled to cast the vote for such Lot, Unit or Parcel unless and until the Association is notified otherwise in writing by such co-tenants by the entireties.

B. Classes of Membership and Voting; Transfer of Control. The Association shall have 2 classes of voting membership - Class A and Class B. So long as there is Class B membership, Class A Members shall be all persons owning record title to the Lot, Unit or Parcel of the Community except Declarant. All Class B memberships shall belong to Declarant. Upon termination of Class B membership as provided below, Class A Members shall be all Owners, including Declarant so long as such Declarant is an Owner. Voting shall be accomplished in accordance with the Bylaws. There shall be no cumulative voting for Directors or any other matters.

Class B membership shall cease to exist and shall be deemed to be converted into Class A membership upon the earlier of (a) a triggering event contained in Section 720.307(1) of the Act, or (b) the date that Declarant waives in writing its right to Class B membership, which waiver shall be evidenced by the recording of a certificate to such effect in the public records of the County. Upon termination of Class B membership, all provisions of the Declaration, Articles of Incorporation, or By-Laws referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership.

C. Transferability. Each membership is appurtenant to the Lot, Unit or Parcel upon which it is based and is transferred automatically by conveyance of title to that Lot, Unit or Parcel whether or not mention thereof is made in such conveyance of title.

ARTICLE IV. TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE V. INCORPORATOR

The name and address of the Incorporator to these Articles of Incorporation is the following:

Robert S. Freedman
Carlton Fields, P.A.
4221 W. Boy Scout Blvd., Suite 1000
Tampa, FL 33607

ARTICLE VI. MANAGEMENT

The affairs of the Association shall be managed by its Board of Directors, which shall consist of not less than 3 nor more than 7 individuals, the precise number to be fixed in the By-Laws or by the Board of Directors from time to time. Directors shall be elected for one year terms by the Members at the annual

Members' meeting, to be held as scheduled by the Board of Directors in the last quarter of each fiscal year in the manner prescribed in the By-Laws, and shall hold office until their respective successors are duly elected and qualified; provided, however, that Declarant shall be entitled to solely appoint all members of the Board of Directors prior to Transfer of Control. The Board shall elect a President, a Vice President, and a Secretary-Treasurer, and such other officers as may, in the opinion of the Board, from time to time be necessary to adequately administer the affairs of the Association. Such officers are to hold office at the pleasure of the Board or until their successors are duly elected and qualified. Officers may be Directors. Officers and Directors must be Members of the Association except with respect to those who are elected by Declarant. Any individual may hold 2 or more corporate offices, except that the offices of President and Secretary-Treasurer may not be held by the same person. The officers shall have such duties as may be specified by the Board or the By-Laws of the Association. Vacancies occurring on the Board and among the officers shall be filled in the manner prescribed by the By-Laws of the Association.

Notwithstanding the foregoing, the Class B Members shall have the right to elect all Directors as long as there shall be Class B membership, except that Class A Members shall be entitled to elect at least one member of the Board of Directors (but not a majority of the directors until Transfer of Control has occurred) if 50% of the Lots, Units and Parcels in all phases of the Community which will ultimately be operated by the Association have been conveyed to the Class A Members.

ARTICLE VII. INITIAL OFFICERS

The names of the initial officers who are to serve until their successors are elected under the provisions of these Articles of Incorporation and the By-Laws are the following:

Matthew Koratich - President
Gregory Roughgarden - Vice President
David Negip - Secretary/Treasurer

ARTICLE VIII. INITIAL BOARD OF DIRECTORS

The number of persons constituting the Board of Directors of the Association shall be three (3) and the names and addresses of the members of such current Board of Directors, who shall hold office until their respective successors are elected pursuant to the provisions of these Articles of Incorporation and the By-Laws, are the following:

Gregory Roughgarden	10481 Six Mile Cypress Parkway Ft. Myers Florida 33966
Matthew Koratich	10481 Six Mile Cypress Parkway Ft. Myers Florida 33966
David Negip	10481 Six Mile Cypress Parkway Ft. Myers Florida 33966

ARTICLE IX. BY-LAWS

The By-Laws of the Association have been adopted by the Board of Directors, as constituted under Article VIII above, at an organizational meeting of the Board. Thereafter, the By-Laws may be altered, amended, or rescinded only in the manner provided in the By-Laws.

ARTICLE X. AMENDMENTS

Prior to Transfer of Control, amendments to these Articles of Incorporation shall be approved and adopted by (1) Declarant or (2) the Board of Directors, without any requirement or necessity for a vote of

the Association membership or for consent by any party, except as may be otherwise specifically required herein or by applicable law.

Subsequent to Transfer of Control, amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth a proposed amendment and, if Members have been admitted, directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting. If no Members have been admitted, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by Members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member of Record (as defined in the By-Laws) entitled to vote thereon within the time and in the manner provided by *Florida Statutes* for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of (1) a majority of the total eligible votes of the Class A Members and (2) the Class B Member.

Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

Notwithstanding the foregoing, (a) no amendment to the By-Laws shall be valid which affects any of the rights and privileges provided to Declarant without the written consent of Declarant as long as Declarant shall own any Lots, Units or Parcels in the Community, and (b) no amendment which will affect any aspect of the Surface Water Drainage and Management System located on the Property shall be effective without the prior written approval of the WMD.

ARTICLE XI. REGISTERED OFFICE AND AGENT

Pursuant to Section 48.091 and Section 607.0501, *Florida Statutes*, the name and address of the Initial Registered Agent for service of process upon the Association is:

CF Registered Agent, Inc.
100 S. Ashley Drive, Suite 400
Tampa, Florida 33602

The preceding address is also the address of the registered office of the Association.

Dated this _____ day of _____, 2024.

Robert S. Freedman, Incorporator

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by Robert S. Freedman, being known to me to be the person who executed the foregoing Articles of Incorporation, and who acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein set forth. He is personally known to me.

My Commission Expires:

(AFFIX NOTARY SEAL)

(Signature)

Name

(Legibly Printed)

Notary Public, State of Florida

(Commission Number, if any)

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for Calusa Country Club Master Association, Inc., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties and is familiar with and accepts the obligations of his position as registered agent.

CF Registered Agent, Inc.

By: Robert S. Freedman

DRAFT

Exhibit D

By-Laws

**BY-LAWS
OF
CALUSA COUNTRY CLUB MASTER ASSOCIATION, INC.
(A Corporation Not for Profit)**

These are the By-Laws of Calusa Country Club Master Association, Inc., hereinafter the "Association", a corporation not-for-profit organized under the laws of Florida for the purpose of operating Calusa Country Club (the "Community") pursuant to Chapters 617 and Chapter 720, Florida Statutes.

ARTICLE I: Name and Location

The name of the corporation is Calusa Country Club Master Association, Inc. (hereinafter referred to as the "Association"), and the office for the transaction of its affairs is 10481 Six Mile Cypress Parkway, Ft. Myers, Florida 33966. Meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors (hereinafter referred to as the "Board").

ARTICLE II: Definitions

Unless the context expressly requires otherwise, the terms used herein shall have the meanings set forth in the Declaration of Covenants and Restrictions for Calusa Country Club ("Declaration").

ARTICLE III: Meeting of Members

Section 1. **Annual Meetings.** All annual and special meetings of the Association shall be held in Manatee County, Florida, or at such other place as may be permitted by law and from time to time as fixed by the Board and designated in the notices of meetings.

Section 2. **Notice of Annual Meetings.** Annual meetings of the Members of the Association shall be held each fiscal year on a date and time as determined by the Board from time to time. Notice of the meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein ("Member of Record") not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Section 3. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these By-Laws, the Articles of Incorporation, or the Declaration may be called by the president, secretary, a majority of the Board, or by the Members having 1/10 of the votes of the Class A membership.

Section 4. **Notice of Special Meetings.** No business shall be transacted at any special meeting except as stated in the notice thereof. Notice of all special meetings shall be given by the secretary to Members of Record, or if the secretary shall fail to do so, by the president or Board, not less than 14 nor more than 60 days prior to the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the United States mail, postage prepaid within the prescribed time or, in lieu of mailing, delivered by hand to the Members shall suffice. The Secretary shall obtain and retain a written receipt of delivery of the post office certificate of mailing as proof that the notice was delivered or mailed.

Section 5. **Quorum.** Members present in person or represented by proxy, entitled to cast at least 1/3 of the votes of the membership of the Association, shall constitute a quorum.

Section 6. **Action Taken at Meeting.** When a quorum is present at any meeting, a majority of the votes duly cast by the Members present at the meeting or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of law, the Declaration, the Articles of Incorporation or these By-Laws, a different vote is required, in which case the express provision shall govern and control. If any meeting of Members cannot be organized because a quorum is not present, the meeting may be adjourned by a majority of the Members present in person, until a quorum is present.

Section 7. **Order of Business.** The order of business at all meetings shall be as prescribed in the agenda prepared by the Board and submitted to the Members of Record with the notice of each meeting.

Section 8. **Action Without Meeting.** Any action which may be taken by the membership pursuant to a duly called meeting, may be taken without a meeting provided that: a proposal of action to be taken by the Members is mailed to every Member of the Association together with a request for approval or disapproval, and the Members responding to the proposal ("Responding Members") hold at least 1/3 of the votes of all Members of the Association. A proposed action may be approved by a majority of the votes attributable to the Responding Members unless the proposed action is one which by express provision of law, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

Section 9. **Voting.**

- (a) The Association has two classes of voting membership: Class A and Class B.
- (b) So long as there is Class B membership, Class A Members are all Owners except Declarant. The Class B Member shall be Declarant. Upon termination of Class B membership, as provided by the Declaration, Class A Members are all Owners, including Declarant so long as such Declarant is an Owner.
- (c) Class A Members shall be entitled to 1 vote per Lot owned, and there shall be only 1 vote per Lot. When Declarant becomes a Class A Member, Declarant shall have 1 vote for each Lot, Unit or Parcel still owned or to be constructed by Declarant within the Community.
- (d) The vote of a Lot, Unit or Parcel may not be divided.
- (e) The Class B Member shall be entitled to 9 votes for each Lot, Unit or Parcel owned by the Class B Member.
- (f) If more than one person owns an interest in any Lot, Unit or Parcel, all such persons are Members, but there may be only one vote cast with respect to such Lot, Unit or Parcel. Such vote may be exercised as the co-Owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-Owner must file the name of the voting co-Owner with the secretary of the Association to be entitled to vote at such meeting, unless such co owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot, Unit or Parcel is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot, Unit or Parcel unless and until the Association is notified otherwise in writing.
- (g) **Electronic Voting.** Electronic voting may occur in and for the Association under the terms and provisions of the following:

1. In order for electronic voting to occur on any Association matter, the Board must first pass a resolution authorizing same, which resolution must:

a. provide that Members receive notice of the opportunity to vote through an online voting system;

b. establish reasonable procedures and deadlines for Members to consent, in writing, to online voting; and

c. establish reasonable procedures and deadlines for Members to opt out of online voting after giving consent.

2. Once such a resolution has been passed, elections and other membership votes may be conducted through an internet-based online voting system if a Member consents, in writing, to online voting and if the following requirements are met:

a. The Association shall provide each Member with a method or means:

(1) to authenticate the Member's identity to or within the online voting system;

(2) to confirm, at least 14 days prior to the date of the vote or the voting deadline, that the Member's electronic device can successfully communicate with the online voting system; and

(3) that is consistent with the election and voting procedures in these By-Laws and the other Governing Documents; and

b. The Association utilizes an online voting system that is able to:

(1) authenticate the Member's identity;

(2) authenticate the validity of each electronic vote to ensure that the vote is not altered in transit;

(3) transmit a receipt from the online voting system to each Member who casts an electronic vote;

(4) permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Member (this provision only applies if these By-Laws provide for secret ballots for the election of Directors); and

(5) store and keep electronic ballots accessible to election officials for recount, inspection, and review.

3. A Member voting electronically pursuant to or as a result of this subsection (g) shall be counted as being in attendance at the meeting for purposes of determining a quorum.

4. A Member's consent to online voting is and shall remain valid until the Member opts out of online voting pursuant to the procedures established by the Board.

5. This subsection (g) shall apply to any matter that requires a vote of the Members.

Section 10. **Presiding Officers.** At each meeting of the Members, the president, or in his absence the vice president, shall preside and the secretary, or in his absence the assistant secretary, shall be the secretary for the meeting.

Section 11. **Right to Speak.** Members and Owners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any provision to the contrary in the Association's governing documents or any rules adopted by the Board or by the membership, a Member or an Owner have the right to speak for at least 3 minutes on any item, provided that the Member or Owner submits a written request to speak prior to the meeting (such request shall be delivered to the Association's record office and verified by the Association secretary prior to commencement of the meeting). The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member and Owner statements, which rules must be consistent with the provisions of this Section.

ARTICLE IV: Directors

Section 1. **Board of Directors.** Until Transfer of Control of the Association from Declarant to the non-Declarant owners, the affairs of the Association shall be managed by a Board of 3 directors. A director must be a Member, except that the directors elected or appointed by the Class B Members need not be Members and may be the officers and/or employees of Declarant. Subsequent to Transfer of Control, the Board shall be comprised of 5 directors. There shall be at all times a minimum of 3 directors.

Section 2. Election of Directors.

(a) Election of directors shall be held at the annual Members' meeting.

(b) Upon Transfer of Control, not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a First Notice of Meeting, which shall include, among other items and information, the date, time and location of the meeting (whether annual or special). Any eligible person who nominates himself or herself to be a candidate for election may do so no later than forty (40) days prior to the election meeting and may also submit a resume by such deadline on one side of an 8½" x 11" sheet of paper. As Members have been given the opportunity to nominate themselves in advance and prior to the meeting where the election will take place, nominations from the floor will not be accepted.

(c) Not less than fourteen (14) days prior to the election meeting, the Association shall send a Second Notice of Meeting to all Members, along with an election ballot for the election of directors, any timely submitted candidates' resumes, a proxy, and any other documents in the Board's discretion. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed alphabetically by surname.

(d) If a Member checks off the names of and votes for more candidates than the number of directors to be elected, the election ballot shall not be counted for the applicable election (for purposes of clarity, an election for which the Member has properly voted shall not be invalidated as a result of such Member improperly voting in another election). Elections shall be determined by a plurality of the votes cast for the applicable director seat(s). A quorum of the Members need not cast a vote for a valid election to occur, so long as at least ten percent (10%) of the eligible voting interests in the Association cast a ballot. The Board may require all election ballots to be received by the Association at some point prior to the election meeting so that votes can be tallied prior to the election meeting and the results announced at the election meeting.

(e) The candidates who are elected shall take office upon the adjournment of the election meeting.

(f) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies.

(g) In addition to the foregoing, to the extent that the Association wishes to provide for and allow Members to vote electronically, Members who have consented to vote electronically shall be permitted to do so as otherwise provided for by Section 720.317 of the Act.

(h) Except as to vacancies provided by removal of directors by Members, all vacancies in the Board occurring between annual meetings of Members, including vacancies created by increasing the size of the Board, shall be filled by the vote of a majority of the remaining directors.

(i) Any directors elected by Class A Members may be removed in accordance with the provisions of the Act. If a vacancy occurs on the Board as a result of the removal of less than a majority of the directors, the vacancy shall be filled by the affirmative vote of a majority of the remaining directors. If vacancies occur on the Board as a result of the removal of a majority or more of the directors, the vacancies shall be filled in accordance with the provisions of the Act.

(j) Notwithstanding the foregoing, the Class B Members shall have the right to elect all directors as long as there shall be Class B membership, except that Class A Members shall be entitled to elect at least one member of the Board of Directors (but not a majority of the directors until Transfer of Control has occurred) if 50% of the Lots, Units and Parcels in all phases of the Community which will ultimately be operated by the Association have been conveyed to the Class A Members.

(k) Any disputes involving the election of directors shall be resolved through the applicable provisions of the Act.

(l) To the extent that there is a conflict between the provisions of this Section 2 and any other provisions of these By-Laws with respect to the process for a meeting at which an election of Directors is to occur, the provisions of this Section 2 shall control.

Section 3. **Composition of the Board of Directors; Term of Office; Eligibility.**

(a) In accordance with the Articles of Incorporation, the Board appointed and named in said Articles of Incorporation (and their successors appointed by Declarant) shall serve at least until Class A Members are entitled to elect one or more of the directors.

(b) At the election of directors that occurs in conjunction with Transfer of Control, the three (3) individuals receiving the highest number of votes shall each be elected for a two (2) year term of office, and the individuals receiving the fourth and fifth highest number of votes shall each be elected for a one (1) year term of office. Thereafter, at all elections, each Director shall each be elected for a two (2) year term of office. All officers of a corporation or other entity owning a Lot, Unit or Parcel shall be deemed to be Members of the Association so as to qualify each to become a director hereof.

(c) A Member who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association for more than ninety (90) days is not eligible to be a director.

(d) A Member who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible to be a director, unless such Members' civil rights have been restored for at least 5 years as of the date on which such Member seeks election to the board.

(e) The validity of any action by the Board is not affected if it is later determined that a member of the Board is ineligible to be a director.

Section 4. **Notice of Board Meetings to Members.** Notices of all Board meetings must be posted in a conspicuous place in the Community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, notice of the Board meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member of Record listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein not less than 7 days prior to the meeting, except in an emergency. Evidence of compliance with this 7-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. A Member must consent in writing to receiving notice via electronic transmission.

Section 5. **Right of Members to Speak at Board Meetings.** Notwithstanding any provision to the contrary in the Association's governing documents or any rules adopted by the Board or by the membership, an Owner has the right to attend all Board meetings and to speak on any matter placed on the agenda by petition of the voting interests for at least 3 minutes. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Owner statements, which rules must be consistent with the provisions of the Act, and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Association's attorney (a) held for the purpose of discussing personnel matters, or (b) as otherwise specifically prescribed under the Act.

Section 6. **Annual Meetings.** The annual meeting of the Board may be held at such time and place as shall be determined by the directors, except that such annual directors' meeting shall be held as soon as practicable following the annual Members' meeting. If held at any time other than immediately following the annual Members' meeting, there shall be 3 days' notice given by the President personally or by mail, telephone or telegraph, which notice shall state the time and place of the meeting.

Section 7. **Meeting to Determine Assessments.** An Assessment may not be levied at a Board meeting unless a written notice of the meeting is provided to all Members of Record at least 14 days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered, or electronically transmitted to the Owners and posted conspicuously on the Common Property or broadcast on closed-circuit cable television not less than 14 days before the meeting.

Section 8. **Meeting to Determine Rules and Regulations.** Written notice of any meeting at which rules that regulate the use of Lots, Units and Parcels in the Community may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted to the Owners, and posted conspicuously on the Common Property or broadcast on closed-circuit cable television, not less than 14 days before the meeting. A written notice concerning changes to the rules that regulate the use of Lots, Units and Parcels in the Association must include a statement that changes to the rules regarding the use of Lots, Units and Parcels will be considered at the meeting.

Section 9. **Special Meetings.** Special meetings of the directors may be called by the president and must be called by the secretary at the written request of 2/3 of the directors. Not less than 3 days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 10. **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance at a meeting shall constitute a waiver of notice.

Section 11. **Quorum and Voting.** A quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of directors shall constitute the acts of the Board except when approval by a greater number of directors is required by the Declaration, the Articles of Incorporation, these By-Laws, or the laws of the State of Florida.

Section 12. **Adjourned Meetings.** If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. **Joinder in Meeting by Approval of Minutes.** The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

Section 14. **Petition by Members to Board to Address an Item of Business.** If twenty (20) percent of the total voting interests in the Association petition the Board to address an item of business, the Board shall, at its next regular Board meeting or at a special meeting, but not later than 60 days after the receipt of the petition, consider the petitioned item. Written notice of the meeting shall be provided to all Members of Record at least 14 days before the meeting. Such notice shall include an agenda of items to be considered. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

Section 15. **Presiding Officer and Secretary for Meetings.** The presiding officer of the directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The secretary of the Association shall be the secretary for meetings of the directors, unless absent, in which case the directors shall designate one of their members to act as secretary for the meeting.

Section 16. **Compensation.** No director shall receive compensation for any service he may render to the Association as director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, and this provision shall not preclude a person who is also a director to receive compensation in exchange for other services rendered to or on behalf of the Association in a capacity other than director.

Section 17. **Committees.** The Board may from time to time appoint such committees and delegate such duties and powers thereto as it may deem advisable.

Section 18. **Attendance by Telephone.** Any member or members of the Board shall be deemed present and voting at a meeting of such Board if said member or members participate in the meeting by means of a conference telephone or similar communications equipment or device enabling all persons participating in the meeting to hear each other.

Section 19. **Action Without Meeting.** Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent to the action signed by all the members of the Board is filed with the minutes of the proceedings of the Board.

Section 20. **Powers.** The Board shall have the powers set forth in the Declaration and the Florida Not-For-Profit Corporation Act, including, but not limited to, the power to:

(a) adopt and promulgate Rules and Regulations governing the Community or contemplated by the Declaration, and to establish penalties for the infraction thereof (a rule shall be deemed promulgated when a copy thereof is furnished to each Member in person or mailed to each such Member at the address on the records of the Association);

(b) suspend the voting and rights of a Member as described in the Declaration or as otherwise provided in the Act;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration, including the establishment of the Assessments provided for in the Declaration; and

(d) employ a manager, or such other independent contractors or employees as they deem necessary, and to prescribe their duties.

Section 21. **Duties.** It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present an oral or written statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by 1/10th of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

1. fix the amount of the Assessments to be levied against the Owners;

2. exercise the duties of the Board as set forth in the Declaration and enforce the restrictions and covenants contained therein; and

3. take appropriate and timely action against Members whose Assessments are in default;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) cause all officers or employees having fiscal responsibilities to be bonded, if such bonding may be deemed appropriate; and

(f) perform such other acts as may be required of a board of directors under the Florida Not-For-Profit Corporation Act.

Section 22. **Certification by Directors.** Each director shall be required to provide the certification required under Section 720.3033 of the Act.

ARTICLE V: Officers

Section 1. **First Officers.** In accordance with the Articles of Incorporation, the first officers of the Association named and appointed in such Articles of Incorporation shall serve until their qualified successors are elected by the Board.

Section 2. **Executive Officers.** The executive officers of the Association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer-secretary and other officers as shall be elected by the Board. Except as provided in Section 1 of this Article, such officers shall be elected annually by the Board. Officers need not be Owners, and the officers and

employees of Declarant may be officers of the Association. The Board from time to time may elect such assistant or other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Each officer shall serve until a qualified successor is elected by the Board. The Board, by a 2/3 affirmative vote, from time to time may remove an officer with or without cause and fill such vacancy so created.

Section 3. **President.** The president shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint committees from among the Members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

Section 4. **Vice-President.** The vice-president, in the absence or disability of the president, shall exercise the powers and perform the duties of the president. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

Section 5. **Secretary.** The secretary shall keep the minutes of all proceedings of the directors and Members. He shall attend to the giving and serving of all notices to the Members and directors and others that are required by law. He shall have custody of the seal of the Association and affix it to any instruments requiring a seal when duly signed. He shall keep the records of the Association including the membership book, except those of the treasurer unless the secretary is also the treasurer of the Association. The secretary shall perform all other duties incident to the office of secretary of a corporation and as may be required by the Board of Directors or the President. Any assistant secretary elected shall perform the duties of the secretary when the secretary is absent.

Section 6. **Treasurer.** The treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties usually incident to the office of treasurer.

Section 7. **Compensation.** No officer shall receive any compensation by reason of his office; provided, however, that nothing herein shall preclude the Board from employing an officer as an employee of the Association or preclude the contracting with an officer for management services.

ARTICLE VI: Fiscal Management

Section 1. **Depositories.** All funds of the Association shall be deposited in the name of the Corporation in such bank, banks or other financial institutions as the Board may from time to time designate, and shall be drawn out on checks, drafts or other orders signed on behalf of the Association by such person or persons as the Board may from time to time designate.

Section 2. **Contracts, Etc.** Except as otherwise specifically provided by these By-Laws, all contracts, agreements, deeds, bonds, mortgages and other obligations and the instruments shall be signed on behalf of the Association by the president or by such other officer, officers, agent or agents as the Board may from time to time by resolution provide.

Section 3. **Budget.** The Board shall adopt an Annual Budget for each fiscal year that shall include the estimated funds required to defray the Association expenses and to provide and maintain funds for the appropriate accounts according to good accounting practices. Such Annual Budget shall be adopted prior to, and a copy shall be distributed at, the annual Members' meeting next preceding the fiscal year for which the Annual Budget shall apply.

Section 4. **Assessments.** As more fully provided in the Declaration, each Member is obligated to pay to the Association certain Assessments which are secured by a continuing lien upon the

property against which the particular Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 15% per annum, or such other rate as may be, from time to time, established by the Board; provided, however, that such rate shall not exceed the maximum rate allowed by the law not constituting usury. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the particular Lot, Unit or Parcel, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein.

Section 5. **General Assessments.** The Board shall adopt the General Assessments as provided for in Exhibit E to the Declaration. The General Assessments contained in such Exhibit E shall remain in effect until changed by action of the Board. The adoption of these By-Laws is action of the Board to fix and establish the General Assessments as contained in such Exhibit E.

Section 6. **Other Assessments.**

(a) As contemplated by the Declaration, Special Assessments may be adopted by the Association to meet expenses which exceed the Annual Budget adopted by the Board of Directors. Such Special Assessments shall be adopted and levied upon approval of a majority of the votes cast by the Members present at a special meeting called for that purpose. Prior to Transfer of Control, Special Assessments may only be levied if a majority of the Owners other than Declarant has approved the Special Assessment by a majority vote at a duly called special meeting of the Association's membership at which a quorum is present.

(b) The Association shall impose and levy Specific Assessments and Neighborhood Assessments in accordance with the Declaration and Exhibit E thereto.

Section 7. **Financial Report.** The Treasurer of the Association shall report the financial status of the Association to the Members in accordance with the financial reporting requirements of the Act.

ARTICLE VII: Amendments

Prior to Transfer of Control, amendments to these By-Laws shall be approved and adopted by (1) Declarant or (2) the Board of Directors, without any requirement or necessity for a vote of the Association membership or for consent by any party, except as may be otherwise specifically required herein or by applicable law.

Subsequent to Transfer of Control, amendments to these By-Laws shall occur upon the affirmative vote of 2/3 of the Board, and after notice to the Members, by a majority of the total eligible Class A voting interests in the Association, and the unanimous votes of the Class B Member. Notwithstanding the foregoing, (a) no amendment to the By-Laws shall be valid which affects any of the rights and privileges provided to Declarant without the written consent of Declarant as long as Declarant shall own any Lot, Unit or Parcel in the Community, and (b) no amendment which will affect any aspect of the Surface Water Drainage and Management System shall be effective without the prior written approval of WMD.

ARTICLE VIII: Miscellaneous

Section 1. The fiscal year of the Association shall be the calendar year.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 3. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

DRAFT

Exhibit E

Types of Assessments and Basis for Calculation

NOTE: All defined terms contained in this exhibit shall have the meaning set forth in the Declaration to which this exhibit is attached.

Types of Assessments. The Association shall have the power to levy the following types of Assessments and in the following manner:

1. General Assessments. The “General Assessments” shall be levied against all portions of the Property subject to the Declaration to raise funds necessary to pay expenses that apply to all of the Owners thereof in whole or in part. The General Assessment shall be levied based upon the Annual Budget. The General Assessment shall pertain to the general Common Expenses, including, but not limited to, the costs associated with maintenance and repair (including reserves for capital improvements and deferred maintenance, if and to the extent determined appropriate by the Board in its sole discretion) of the Common Property (including specifically all Association private roadways, which will be deemed to include all paved surfaces as well as bricks, pavers and other decorative features located at the entrance to the Community, whether or not within the Property, and other roadways maintained by the Association), the Community Entry Features, landscape areas located in the vicinity of the entrance to the Community (whether or not physically contained within the boundaries of the Community), and general, office, administration and management costs of operation of the Association (such as, but not limited to, accounting and legal fees, office supplies, telephone services, management services, payment of salaries and benefits, employment and labor costs, worker’s compensation insurance, registration and filing fees, and casualty and other insurance costs).

In order to collect the general Common Expenses contained in the Annual Budget, General Assessments shall be levied against the Lots, Units and Parcels on a pro rata basis. General Assessments shall be assessed on an annual basis and payable in quarterly installments or in such other manner and time frame as determined by the Board in its sole discretion and from time to time. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that certain general costs of the Association may not wholly pertain to all portions of the Property but that it would be virtually impossible to calculate the apportioned share among the various Assessment classifications, and as such these costs shall be borne as part of the General Assessments.

All expenses to be covered by the General Assessments shall be paid by the collective Owners of the Lots, Units and Parcels on an equal basis (i.e., each Lot, Unit and Parcel shall be equally assessed, as a General Assessment, a pro rata share of such amounts, which shall be assessed on an annual basis and payable in quarterly installments or in the manner and time frame determined by the Board in its sole discretion).

As part of the General Assessment, the Association shall include each year an annual support contribution payable to Lakewood Ranch Community Activities, Inc. (“LWRCA”) in an amount equal to \$18.00 per Lot, with such amount increasing each year by the percentage increase in the Consumer Price Index (All Items – All Urban Consumers) (the “LWRCA Annual Support Contribution”). The LWRCA Annual Support Contribution shall not be amended without the written consent of LWRCA.

2. Neighborhood Assessments. The “Neighborhood Assessments” shall be levied against the Lots in a Neighborhood subject to the Declaration to raise funds necessary to pay expenses that apply equally to all of the Owners of the Lots, Units and Parcels contained within such Neighborhood. By way of example, and without limitation, such expenses would include the costs associated with maintenance and repair (including reserves for capital improvements and deferred maintenance, if and to the extent determined appropriate by the Board in its sole discretion) of one or more portions of the Common Property that specifically pertain to such Lots, Units or Parcels. Such areas may include, but shall not necessarily be limited to, (a) signage and other beautification features designating or otherwise

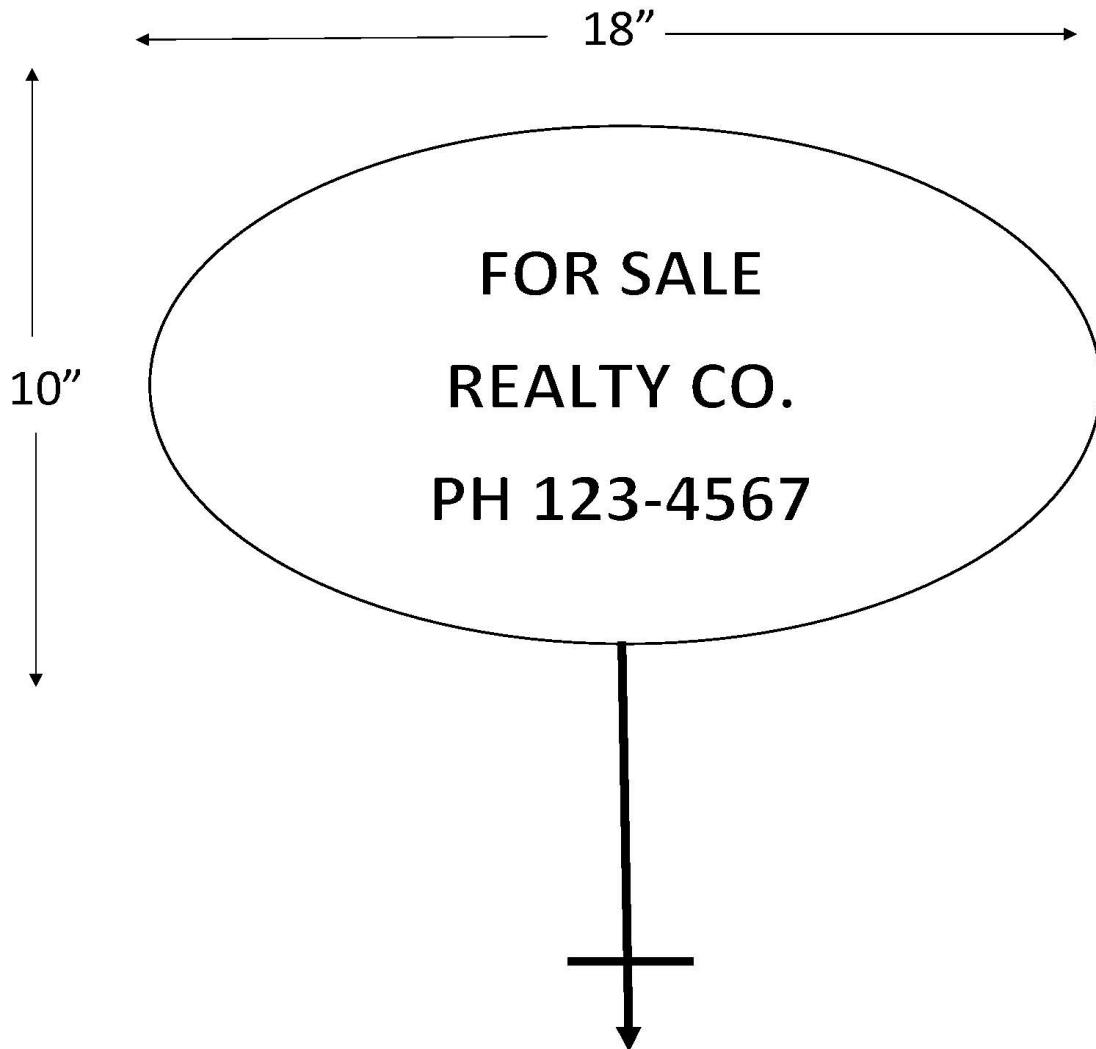
specifically benefiting a Neighborhood, (b) landscaping installations beyond base landscaping, and (c) the Boundary Walls; provided, however, that in any and all circumstances, the Board shall have all right, power and authority to determine what areas are in fact particular to a Neighborhood and for which a Neighborhood Assessment should be levied. All Neighborhood Assessments shall be assessed on an annual basis and payable in quarterly installments or in such other manner and time frame as determined by the Board in its sole discretion and from time to time. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that there may be specific costs of the Association that should be allocated to a Neighborhood, that such costs should be borne as part of the Neighborhood Assessments, and that the Board has all right, power and authority, from time to time, to determine which Lots, Units or Parcels constitute a Neighborhood for purpose of levying Neighborhood Assessments.

3. Special Assessments. In addition to the General Assessments and the Neighborhood Assessments, the Association may levy against each Owner, in accordance with the allocation procedures set forth in this Exhibit and the Declaration, in any fiscal year a special assessment ("Special Assessment") applicable to that year for capital improvements, extraordinary maintenance, repairs, or for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the costs and expenses pertaining to the particular Annual Budget items for which the General Assessments or the Neighborhood Assessments were levied. Prior to Transfer of Control, Special Assessments may only be levied if a majority of the Owners other than Declarant has approved the Special Assessment by a majority vote at a duly called special meeting of the Association's membership at which a quorum is present.

4. Specific Assessments. All accrued liquidated indebtedness of any Owner arising under any provision of the Declaration may be levied by the Association as a specific assessment ("Specific Assessment") against such Owner after such Owner fails to pay such indebtedness when due and such default continues for 30 days after written notice; provided, however, that no Specific Assessment shall be levied in connection with a fine of less than \$1,000 levied by the Association pursuant to the Act. By way of example, a Specific Assessment may be levied against an Owner where the Association has performed maintenance as a result of failure of an Owner to do so. In addition, a Specific Assessment shall also be levied for charges directly attributable to a particular Owner.

Exhibit F

Approved Concept of Signage under Section 6.26.2



10" x 18" Wood or Metal sign (Dark Green Background w/White Letters and Border) mounted to metal step stake

Exhibit G

Proposed Estimated 10 year Budget

(required by Manatee County)

LENNAR HOMES, LLC, a Florida limited liability company ("Developer"), is the Developer of CALUSA COUNTRY CLUB

Attached in this Exhibit "G" is the proposed fiscal program covering the period of ten (10) years, beginning 2024, by Calusa Country Club Master Association, Inc. The 10-year fiscal program is based on a full build-out of Calusa Country Club

The 10-year fiscal program is an estimate only, and the actual Assessments and expenses may differ from the amounts shown in this Exhibit "G."

It is contemplated by the Developer that the operation and maintenance of some of the amenities may be the responsibility of the Lakewood Ranch Stewardship District ("District"). If the District assumes such responsibility it will impose taxes or assessments, or both taxes and assessments, on the property through a special taxing district. These taxes and assessments would pay for the construction, operation, and maintenance of such amenities and would be set annually by the governing board of the District. If the District operates and maintains certain amenities, the budget and fiscal program for Calusa Country Club Master Association, Inc., which is attached hereto, will be adjusted accordingly.

Projected Income	CALUSA COUNTRY CLUB											
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	
General Assessments	4548000	4775400	5014170	5264879	5528122	5804529	6094755	6399493	6719467	7055441	7408213	
Tennis	298300	313215	328876	345320	362586	380715	399751	419738	440725	462761	485899	
F&B Clubhouse	2533559	2660236	2793248	2932911	3079556	3233534	3395211	3564971	3743220	3930381	4126900	
F&B Amenity	2086232	2190544	2300071	2415075	2535828	2662620	2795751	2935538	3082315	3236431	3398252	
Total Income	9466091	8006153	8406461	8826784	9268123	9731529	10218106	10729011	11265462	11828735	12420171	
COST OF GOODS SOLD												
Tennis	18000	18900	19845	20837	21879	22973	24122	25328	26594	27924	29320	
F&B Clubhouse	1009221	1059682	1112666	1168299	1226714	1288050	1352453	1420075	1491079	1566633	1643914	
F&B Amenity	813962	854660	897393	942263	989376	1038845	1090787	1145326	1202592	1262722	1325858	
Total COGS Expenses	1841183	1933242	2029904	2137399	2237969	2349868	2467361	2590729	2720266	2856279	2999093	
PROJECTED EXPENSES												
Administrative	2392984	2512633	2638265	2770178	2908687	3054121	3206827	3367168	3535527	3712303	3897918	
Tennis	348560	365988	384287	403501	423676	444860	467103	490458	514981	540730	567767	
Fitness	105300	110565	116093	121898	127993	134392	141112	148168	155576	163355	171523	
Pool	261382	274452	288174	302583	317712	333598	350277	367791	386181	405490	425764	
Common Ground	1544148	1621356	1702423	1787544	1876922	1970768	2069306	2172771	2281410	2395481	2515255	
F&B Clubhouse	1713382	1799051	1889004	1983454	2082627	2186758	2296096	2410901	2531446	2658018	2790919	
F&B Amenity	1259152	1322109	1388215	1457625	1530507	1607032	1687384	1771753	1860340	1953357	2051025	
Total Departmental Expenses	7624908	8006153	8406461	8826784	9268123	9731529	10218106	10729011	11265462	11828735	12420171	
Reserves												
Reserves (w/ contingency)	0	0	0	0	0	0	0	0	0	0	0	
Sub-Total Reserves	0	0	0	0	0	0	0	0	0	0	0	
Total Expenses and Reserves	9466091	8006153	8406461	8826784	9268123	9731529	10218106	10729011	11265462	11828735	12420171	

*The above referenced costs are estimates only and are subject to change. This sample budget is intended to include many of the substantial costs to maintain areas within the Calusa Country Club Master Association, Inc. However, some additional costs, not foreseen at the time of the recording of the plat, may not be included.

DRAFT

Exhibit H

Notice to Buyers

(required by Manatee County)

NOTICE TO BUYERS

CALUSA COUNTRY CLUB, A SUBDIVISION

LENNAR HOMES, LLC, a Florida limited liability company (the "Developer"), the developer of CALUSA COUNTRY CLUB, hereby notifies purchasers of lots in the Calusa Country Club development of the following:

1. The development and use of the Lots and other property and improvements in the Calusa Country Club development will be governed by this Declaration. Copies of the Declaration will be provided in conjunction with the purchase of a Lot from the Developer.

2. Each Lot Owner in the Calusa Country Club development will automatically be a member of the Calusa Country Club Master Association, Inc. (the "Association") and will be entitled to one vote. Each member will be subject to the Association's articles of incorporation, bylaws, and regulations.

3. Each lot in the Calusa Country Club development will be subject to Association Assessments in accordance with this Declaration. The Assessments will be used to pay the Association expenses, which will include all costs incurred by the Association for the management, maintenance, and administration of the Calusa Country Club development in accordance with the terms of this Declaration. Certain areas within the Calusa Country Club development may be designated as Common Property pursuant to this Declaration. The Common Property may include landscaping, open space areas, and roadways. A more specific description of the Common Property is contained in the Declaration.

4. The Hurricane Evacuation Plan is approved by the Public Safety Department for this project. The applicant and their heirs, assigns, or transferees are hereby notified that a payment of an impact fee for emergency shelter facilities shall be required if such impact fee is adopted by the Board of County Commissioners.

5. There is the potential for noise associated with State Road 70.

6. The presence of neighboring agricultural uses, which may possibly include pesticides and herbicides and have odors and noises associated with such uses.

7. The Calusa Country Club development is located adjacent to rural, agricultural and/or natural resource land management areas. Smoke from open burning, odors, dust and noises associated with these existing land uses may occur on an ongoing basis. Potential buyers of properties in this area shall recognize the need for such land management activities.

8. Utility easements, for the express purpose of accommodating surface and underground drainage and underground utilities, of five feet in width along all side and rear lot lines, and of ten feet in width along all front lot lines, are being reserved, as more specifically described in the plat of the subdivision.

9. Manatee County and/or PDR-21-27(P)/23-S-52(P)/FSP-23-97 requires the following landscaping within the subdivision pursuant to Landscaping Local Residential Streets, Section 701.3.D (Supplement No. 16):

a. Prior to Certificate of Occupancy, one (1) canopy tree shall be planted within twenty five (25) feet of the right-of-way of each local street within a residential development for every fifty (50) linear feet, or, substantial fraction thereof, of the right-of-way.

b. One or more canopy tree meeting the requirements of Section 701.4.B (see below) of the Manatee County Land Development Code for every fifty (50) linear feet, or substantial fraction thereof, of the right-of-way.

c. None of these required trees shall be planted within a public or private utility easement.

d. Existing native trees can be used to fulfill these requirements wherever they meet the spacing and size requirements of this paragraph.

e. Responsibility for installation and maintenance is the developer's until such lots are sold, when responsibility is transferred to the property owner. In the event a street tree dies or is removed, the owner of the lot is responsible to replace the tree within 30 days.

Minimum Size at Planting

Height
Caliper
Spread

Canopy

10 feet
2½ inches
4 feet

10. Each property owner within the Calusa Country Club development at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with Southwest Florida Water Management District.

11. For the purpose of potable water conservation, installation of high-efficiency (low volume) plumbing fixtures, appliances, and other water conserving devices shall be required, including water-saving devices shall be required as mandated by the Florida Water Conservation Act. No individual groundwater wells may be constructed on a lot within the Calusa Country Club development.

12. Certain areas within the subdivision may be subject to wetland, wetland buffer, and upland preservation areas in favor of Manatee County. Pursuant to Section 706.8 unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of wetland, wetland buffer, and upland preservation areas:

a. construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground;

b. construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization;

c. dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials;

d. removal, mowing or trimming of trees, shrubs or other vegetation;

e. application of herbicides, pesticides or fertilizers;

f. excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface;

g. surface use except for purposes that permit the land or water areas to remain in its natural condition;

h. any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation;

- i. acts or uses detrimental to such retention of land or water areas;
- j. wetland, wetland buffer, and upland preservation area signage shall not be removed from the areas of wetland, wetland buffer, and upland preservation areas which is required by Section 706.8.D of the Manatee County Land Development Code;
- k. witness monuments have been installed at the intersection of wetland, wetland buffer, and upland preservation areas and individual lot lines; and
- l. any questions regarding authorized activities within the wetland, wetland buffer, and upland preservation areas shall be addressed to the Natural Resource Department.

13. Section 1002. Visibility Triangles of the Land Development Code.

a. 1002.1 Applicability. In order to provide a clear view of intersecting streets and travel lanes to the motorist, there shall be a triangular area of clear visibility. On every corner lot, at every driveway intersection with streets, and in parking areas, there shall be a visibility triangle clear of any structure, fence, and obstruction planting, or parking, unless exempted by Section 1002.2 below. The area formed by the visibility triangle constitutes an important horizontal and vertical sight distance for vehicular traffic. Please see Section 1002.1 of the LDC for intersecting points and measurements required for corner lots, driveways and parking areas.

b. 1002.3 Responsibility. It shall be the responsibility of the property owner to maintain the visibility triangle horizontal and vertical clearances at all times.

c. 1002.4 Safety Hazards within the Visibility Triangle. Any safety hazard violation of the Visibility Triangle shall be subject to immediate removal, without prior notification to violator, by the Transportation Department, at the expense of the property owner.

14. Where a Lot is required by the approved construction plans to have a sidewalk, the Lot Owner shall be responsible for the installation and maintenance of such sidewalk. The sidewalk shall be constructed in the right-of-way or sidewalk easement as applicable. Sidewalks shall meet all requirements of the Manatee County Land Development Code and must be installed prior to the issuance of a Certificate of Occupancy.

15. The Calusa Country Club development lies in flood zones A and X as shown on FIRM PANELS 12081C0355E & 12081C0365E, with an effective date of 3/17/2014.

16. Uihlein Road (4-lane collector), 44th Avenue East (4-lane arterial), Rangeland Parkway (4-lane collector), and Bourneside Boulevard (4-lane collector) are existing or planned roadways adjacent to the Calusa Country Club development. There is the potential for noise created by, or associated with, these planned roadways.

17. The internal streets within the Calusa Country Club development are privately owned and maintained by the Association, the Lakewood Ranch Stewardship District, or other appropriate legal entity.

18. A portion of the Calusa Country Club development or some of the Lots may be on, adjacent to or near a "personal wireless facility," such as cellular phone, radio, television, or other tower antenna.

19. The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration or any lot sales contract between a purchaser and the Developer.

20. Required Disclosures Under Manatee County Zoning Ordinance. The following disclosures are provided pursuant to Manatee County Zoning Ordinance PDR-21-27(Z)(G) – Taylor Ranch/SMR Taylor Ranch, LLC (Owner) – PLN2111-0047:

a. Racetrack and Dragstrip. The Community is located in the vicinity of a dragstrip and a racetrack currently known as the Bradenton Motorsports Park ("Dragstrip") and the Freedom Factory Raceway ("Racetrack"), respectively, and identified with parcel identification numbers 303710107 ("Dragstrip Site") and 305300059 ("Racetrack Site").

b. Noise. The Dragstrip and Racetrack facilities have ongoing events that by their nature create loud noises, which they are permitted to have. Any buyer within the Community buys with the understanding that the Dragstrip and the Racetrack both pre-existed the Community and each has all rights to operate and continue. By purchasing a Lot, Unit or Parcel in the Community, each Lot Owner recognizes these rights and agrees that the Owner will not object to the permitted uses of the Dragstrip or Racetrack and the permitted operations of each and will take no action to close down their permitted operations. The Community is located within the overall site known as the "Taylor Ranch" pursuant to Manatee County Zoning Ordinance PDR-21-27(Z)(G). The District has constructed a berm/wall combination structure together with landscaping along a portion of the east boundary of the overall site as identified on the General Development Plan approved pursuant to such Zoning Ordinance (the "Racetrack Buffer"). The Racetrack Buffer is intended to buffer the Community from the Dragstrip and Racetrack and to mitigate sound from the Dragstrip and Racetrack. Neither the Association nor any Owner will take any steps to reduce the buffer or any component thereof, including its size and height. The provisions in this Section are for the benefit of the Dragstrip Site and the Racetrack Site and may not be deleted, amended or terminated without first obtaining the written approval of both then owners of the Dragstrip Site and the Racetrack Site. Any such approval shall be at the sole discretion of the Dragstrip Site and Racetrack Site owners.

Exhibit I

Right of Entry and Compliance with Manatee County Land Development Code

(required by Manatee County)

The Manatee County Land Development Code, Ordinance 15-17, adopted June 4, 2015, by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated and are hereby incorporated as part of the Declaration of Covenants and Restrictions for Calusa Country Club ("Declaration").

I. Right of Entry by County. The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuant of their duties, are hereby granted authority to enter upon any and all portions of the Common Property as may be necessary to perform those duties.

II. Ownership of the Common Property. Notwithstanding anything herein contained to the contrary, the Association shall not dispose of any Common Property, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Property, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.

III. Disturbance of Common Property. No lands in the Common Property shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.

IV. Maintenance and Care. In the event that the Association or its successors fail to maintain the Common Property in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Property for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratably and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefore and shall become a lien on the property if unpaid at the end of such period.

V. Violation. Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.

VI. Amendments. Notwithstanding any other provision of this Declaration relating to amendments, neither this Exhibit nor any provision of this Declaration affecting this Exhibit may be amended without the written consent of Manatee County.

Exhibit J

Listing of Holdings for Calusa Country Club Master Association, Inc.

(required by Manatee County)

The following is a list of proposed holdings of CALUSA COUNTRY CLUB MASTER ASSOCIATION, INC., a Florida corporation not-for-profit, consisting of lands within CALUSA COUNTRY CLUB and improvements thereon that are presently or will be under construction and are to be completed by the Developer, Lennar Homes, LLC:

Tracts 300, 400-426 (inclusive), Tracts 500-547 (inclusive), and 600-612 (inclusive)

It is contemplated that the Lakewood Ranch Stewardship District ("District") could take title to some of the Tracts and improvements thereon and use and maintain the same pursuant to restrictions applicable to the Calusa Country Club development and the Land Development Code of Manatee County. It is further contemplated that, following completion of the above-described improvements, the Association may take title to the above Tracts and the improvements thereon that are not conveyed to the District. The use and maintenance of such Association tracts will be subject to the restrictions applicable to the Calusa Country Club development, the Land Development Code of Manatee County, and the Declaration of Covenants and Restrictions for Calusa Country Club.

Exhibit K

Calusa Country Club Maintenance Program (required by Manatee County)

LENNAR HOMES, LLC, a Florida limited liability company ("Developer"), is the Developer of CALUSA COUNTRY CLUB.

It is anticipated that the budgetary information submitted for the first year (2024) indicates adequate funds for maintenance as well as operation of the facilities provided by Developer and designated in the proposed 2024 budget.

Certain improvements in the Calusa Country Club development may be conveyed to the Lakewood Ranch Stewardship District ("District"), either by plat or by separate instrument. If the District assumes the maintenance responsibilities for certain improvements in the Calusa Country Club development, the District may impose taxes or assessments, or both taxes and assessments, on the property within the Calusa Country Club development through a special taxing district. These taxes and assessments would pay for the construction, operation, and maintenance costs of certain public facilities of the District and would be set annually by the governing board of the District.

All of the roads within the Calusa Country Club development will also require periodic supervision, inspection, and maintenance.

Stormwater and drainage facilities will require periodic inspection. The inspection periods may vary in order to comply with Manatee County, Florida, regulations, and in particular, the Land Development Code.

Exotic nuisance plant species will require annual monitoring and maintenance.

A program complying in all respects with the requirements of the regulatory bodies of Manatee County, Florida, and specifically its Land Development Code, will be established with respect to all areas of the Calusa Country Club development for which the Developer, the Declarant, the Calusa Country Club Master Association, Inc., or Lakewood Ranch Stewardship District has maintenance responsibility.