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**MASTER DECLARATION**

**FOR**

**LIVE OAK PRESERVE**

THIS MASTER DECLARATION FOR LIVE OAK PRESERVE is made this 6 day of February 2004, by LIVE OAK DEVELOPMENT 1, LLC, a Florida limited liability company ("DECLARANT").

This MASTER DECLARATION includes the following exhibits:

- Exhibit "A" - Legal Description of the SUBJECT PROPERTY
- Exhibit "B" - Articles of Incorporation of COMMUNITY ASSOCIATION
- Exhibit "C" - Bylaws of COMMUNITY ASSOCIATION

**PREAMBLE:**

DECLARANT intends the property described herein to be developed primarily as a residential community. The purpose of this DECLARATION is to provide various use and maintenance requirements and restrictions in the best interests of the future owners of dwellings within the SUBJECT PROPERTY, to protect and preserve the values of the SUBJECT PROPERTY. This DECLARATION also provides for certain rights and obligations of the COMMUNITY ASSOCIATION, which will own, operate and/or maintain various portions of the SUBJECT PROPERTY and improvements constructed within the SUBJECT PROPERTY, and will have the right to enforce the provisions of this DECLARATION. The expenses of the COMMUNITY ASSOCIATION will be shared by the OWNERS of portions of the SUBJECT PROPERTY.

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, as hereinafter defined, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth herein, all of which are created in the best interests of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

MASTER DECLARATION-1

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**BEST IMAGES AVAILABLE**

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1. DEFINITIONS. The words and phrases listed below, as used in this DECLARATION, shall have the following meanings, unless the context otherwise requires:

1.1. APPROVING PARTY means DECLARANT, as long as it owns any portion of the SUBJECT PROPERTY, or until DECLARANT relinquishes its rights as the APPROVING PARTY by written notice to the COMMUNITY ASSOCIATION. DECLARANT reserves the right to assign its rights as the APPROVING PARTY with respect to any PARCEL to any PARCEL DEVELOPER of the PARCEL or to the COMMUNITY ASSOCIATION, in whole or in part. When DECLARANT or its assignee is no longer the APPROVING PARTY with respect to any PARCEL, the COMMUNITY ASSOCIATION shall be the APPROVING PARTY with respect to such PARCEL. Notwithstanding the foregoing, DECLARANT, so long as it owns any portion of the SUBJECT PROPERTY, and thereafter the PARCEL DEVELOPER of any PARCEL or its assignee, and not the COMMUNITY ASSOCIATION, shall be the APPROVING PARTY with respect to the initial construction of any improvements within a PARCEL by the PARCEL DEVELOPER of the PARCEL or by any builder or developer. Notwithstanding anything contained herein to the contrary, the APPROVING PARTY may assign any right to exercise architectural control or approve any other matter which may be approved by the APPROVING PARTY to a committee or committees. Separate committees may be established for each PARCEL, and the committee for any PARCEL may be assigned the right to exercise architectural control or approve any other matter which may be approved by the APPROVING PARTY and which relate to the PARCEL. Such assignment to a PARCEL committee may provide that after the PARCEL committee has approved any matter, such matter must be further approved by the APPROVING PARTY or a committee of the COMMUNITY ASSOCIATION.

1.2. ARTICLES mean the Articles of Incorporation of the COMMUNITY ASSOCIATION, as amended from time to time.

1.3. ASSESSMENT means the amount of money which may be assessed against an OWNER for the payment of the OWNER's share of COMMON EXPENSES, and/or any other funds which an OWNER may be required to pay to the COMMUNITY ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.4. BOARD means the Board of Directors of the COMMUNITY ASSOCIATION.

1.5. BYLAWS mean the Bylaws of the COMMUNITY ASSOCIATION, as amended from time to time.

1.6. COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, which is now or hereafter (i) owned by or leased to the COMMUNITY ASSOCIATION, (ii) dedicated to the COMMUNITY ASSOCIATION on any recorded plat, (iii) required by any recorded plat or other recorded document to be maintained by the COMMUNITY ASSOCIATION, (iv) declared to be a COMMON AREA by this DECLARATION, or (ii) intended to be a COMMON AREA by DECLARANT. COMMON AREAS may include but are not limited to parks, open areas, conservation areas, nature preserves, lakes and other waterways, recreational facilities, roads, entranceways, and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided.

1.7. COMMON EXPENSES mean all expenses of any kind or nature whatsoever properly incurred by the COMMUNITY ASSOCIATION, including, but not limited to, the following:

1.7.1. Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, or any other property to be maintained by the

COMMUNITY ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, real and personal taxes, assessments, insurance, operation, maintenance, repairs, improvements, alterations and security.

1.7.2. Expenses of obtaining, repairing or replacing personal property owned by the COMMUNITY ASSOCIATION.

1.7.3. Expenses incurred in connection with the administration and management of the COMMUNITY ASSOCIATION.

1.7.4. Costs incurred in complying with any governmental approval, permit, or requirement relating to the SUBJECT PROPERTY.

1.7.5. The cost of operating and maintaining any gatehouses or electronic gates or entry devices within the SUBJECT PROPERTY.

1.7.6. The cost of providing cable television, home security monitoring, communication, or any other services for the SUBJECT PROPERTY and/or the UNITS, if the BOARD elects to provide same as a COMMON EXPENSE.

1.7.7. The cost of maintaining and replacing the entrance features to the SUBJECT PROPERTY and to all of the PARCELS.

1.7.8. Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION or by the ARTICLES or BYLAWS.

1.8. COMMON SURPLUS means the excess of all receipts of the COMMUNITY ASSOCIATION over the amount of the COMMON EXPENSES.

1.9. COMMUNITY ASSOCIATION means the corporation formed pursuant to the Articles of Incorporation attached hereto as an exhibit.

1.10. DECLARANT means the entity executing this DECLARATION, or any PERSON who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT and recorded in the public records of the county in which the SUBJECT PROPERTY is located. In addition, in the event any PERSON obtains title to all of the SUBJECT PROPERTY then owned by DECLARANT as a result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to become the DECLARANT or to have any of DECLARANT's rights as provided by this DECLARATION, the ARTICLES, or the BYLAWS, by a written election recorded in the public records of the county in which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, such PERSON may appoint as DECLARANT or assign any rights of DECLARANT to any third party who acquires title to all or any portion of the SUBJECT PROPERTY by written appointment recorded in the public records of the county in which the SUBJECT PROPERTY is located. In any event, any subsequent DECLARANT shall not be liable for any actions or defaults of, or obligations incurred by, any prior DECLARANT, except as same may be expressly assumed by the subsequent DECLARANT.

1.11. DECLARATION means this declaration, as it may be amended from time to time.

1.12. EXEMPTION PERIOD means the period beginning with the recording of this DECLARATION and ending when neither DECLARANT nor any PARCEL DEVELOPER owns any portion of the SUBJECT PROPERTY, which contains a UNIT or any PLANNED UNIT, or when DECLARANT

notifies the COMMUNITY ASSOCIATION in writing of such termination, whichever occurs first. Notwithstanding the foregoing, the EXEMPTION PERIOD shall terminate at such time as a majority of the directors of the COMMUNITY ASSOCIATION are elected by OWNERS other than DECLARANT and any PARCEL DEVELOPERS, unless DECLARANT elects to extend the EXEMPTION PERIOD after such time by written notice to the COMMUNITY ASSOCIATION.

1.13. IMPROVEMENT means (i) any building, fence, wall, patio area, road, driveway, walkway, landscaping, antenna, sign, mailbox, pool, tennis court, recreational facility, berm, lake, pond, canal, or other structure or improvement which is constructed, made, installed, placed or developed within or upon, or removed from, any PROPERTY, (ii) any change in, alteration of, addition to, or removal of all or any portion of any such structure or improvement which affects the exterior appearance thereof, other than normal maintenance and repair which does not materially alter or change the exterior appearance, condition and color of same, and (iii) any change in the ground elevation of any PROPERTY.

1.14. INSTITUTIONAL LENDER means the holder of a mortgage encumbering any 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 shall also mean the holder of any mortgage executed by or in favor of DECLARANT or any PARCEL DEVELOPER, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.

1.15. LIMITED PROPERTY means any portion of the SUBJECT PROPERTY which pursuant to this DECLARATION or any amendment or supplement hereto, (i) is only liable for a share of certain specified COMMON EXPENSES, or (ii) is assessed on a different basis than the other SUBJECT PROPERTY. In addition, this DECLARATION or any amendment or supplement hereto may provide that any LIMITED PROPERTY is not subject to one or more of the provisions of this DECLARATION, may provide that the OWNERS of the LIMITED PROPERTY will not be members of the COMMUNITY ASSOCIATION, and may establish special provisions applicable only to such LIMITED PROPERTY.

1.16. LOT means any platted lot within the SUBJECT PROPERTY, or any other parcel of land located within the SUBJECT PROPERTY which has been or is intended to be conveyed to an OWNER and which contains or is intended to contain one UNIT, and shall include any UNIT constructed upon the LOT.

1.17. OWNER means the record owner(s) of the fee title to any PROPERTY and/or UNIT. The term OWNER shall include a UNIT OWNER.

1.18. PARCEL means any group of LOTS or other portion of the SUBJECT PROPERTY which share one or more common roads and/or is developed as a separate residential community in which the OWNERS of the LOTS or property comprising the PARCEL have a common interest separate and distinct from the interest of all of the OWNERS, or which is designated as a PARCEL in this DECLARATION or any amendment or supplement. Each PARCEL may be subject to a separate PARCEL DECLARATION, and may, but is not required to, be operated by or subject to the jurisdiction of a PARCEL ASSOCIATION.

1.19. PARCEL AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the COMMUNITY ASSOCIATION, other than the COMMON AREAS, which are owned and/or maintained by the COMMUNITY ASSOCIATION, and which (i) are located within a PARCEL and primarily benefit the OWNERS of the LOTS and/or UNITS within the PARCEL, or (ii) are restricted for the use and benefit of the OWNERS of only one or more, but less than all, of the PARCELS, in any PARCEL DECLARATION, or in any deed or easement for the PARCEL AREA to the COMMUNITY ASSOCIATION, or pursuant to a recorded document executed by DECLARANT or any applicable PARCEL DEVELOPER, or (iii) are otherwise declared to be PARCEL AREAS pursuant to this DECLARATION or in any amendment or supplement, or in any deed or easement of the property comprising the PARCEL AREA to the COMMUNITY ASSOCIATION, executed or consented to by DECLARANT or the COMMUNITY ASSOCIATION.

1.20. PARCEL ASSESSMENT means an ASSESSMENT which is assessed against the OWNERS within one or more, but less than all of, the PARCELS.

1.21. PARCEL ASSOCIATION means a non-profit corporation, other than the COMMUNITY ASSOCIATION, which is formed to administer a PARCEL DECLARATION, and whose members consist of the OWNERS within the PARCEL affected by the PARCEL DECLARATION. For purposes of this DECLARATION, the PARCEL affected by any PARCEL DECLARATION shall be deemed to be operated by, and subject to the jurisdiction of, the respective PARCEL ASSOCIATION.

1.22. PARCEL DECLARATION means a supplement to this DECLARATION or a separate and distinct declaration of covenants and restrictions or declaration of condominium that affects one or more PARCELS and which contains provisions specially relating to such PARCELS, which may include provisions regarding PARCEL AREAS, PARCEL ASSESSMENTS and use and maintenance covenants and restrictions applicable to such PARCELS. A PARCEL DECLARATION may, but is not required to, establish a separate and distinct PARCEL ASSOCIATION to administer the PARCEL DECLARATION, or in the alternative a PARCEL DECLARATION executed or consented to by DECLARANT or the COMMUNITY ASSOCIATION may assign various duties and obligations to the COMMUNITY ASSOCIATION.

1.23. PARCEL DEVELOPER means a PERSON that executes a PARCEL DECLARATION, or the PERSON named as the PARCEL DEVELOPER in any PARCEL DECLARATION, or a PERSON which owns or contracts to purchase a PARCEL or all or any of the undeveloped LOTS or property within a PARCEL, or any PERSON who succeeds to all of the interests of the PARCEL DEVELOPER with respect to the applicable PARCEL other than a single LOT, or any PERSON who is assigned the rights of the PARCEL DEVELOPER with respect to the PARCEL pursuant to a written assignment executed by the then present PARCEL DEVELOPER and recorded in the Public Records of the County in which the SUBJECT PROPERTY is LOCATED. In any event, any subsequent PARCEL DEVELOPER shall not be liable for any actions or defaults of, or obligations incurred by, any prior PARCEL DEVELOPER, except as same may be expressly assumed by the subsequent PARCEL DEVELOPER.

1.24. PARCEL EXPENSE means a COMMON EXPENSE which is incurred in connection with the ownership, maintenance, repair, improvement, or operation of any PARCEL AREA or which is incurred exclusively for the benefit of one or more PARCELS pursuant to this DECLARATION or a PARCEL DECLARATION, the cost of which is to be assessed solely against the OWNERS within the PARCEL(S) benefited by the expense.

1.25. PERSON means an individual, corporation, partnership, trust or any other legal entity.

1.26. PLANNED UNIT means a UNIT which is planned to be constructed within any PROPERTY, but which is not yet constructed and/or for which the controlling governmental authority has not yet issued a certificate of occupancy. The number of PLANNED UNITS within any PROPERTY is (i) the total number of UNITS which may be constructed within the PROPERTY determined pursuant to a site plan approved by any controlling governmental authority or a recorded plat which subdivides the PROPERTY into LOTS (prior to the approval of any such site plan or the recording of any such plat, the number of UNITS shall be the number of UNITS estimated by DECLARANT to be constructed within the PROPERTY), (ii) less the number of UNITS actually existing within the PROPERTY. Any PARCEL DEVELOPER may limit the number of PLANNED UNITS within the PARCEL DEVELOPER'S PROPERTY by executing an agreement setting forth the maximum number of UNITS which may be constructed within such PROPERTY, which shall be executed or joined in by the COMMUNITY ASSOCIATION and any mortgagee holding a mortgage encumbering the PROPERTY and shall be recorded in the public records of the county in which the PROPERTY is located, and in that event no more UNITS may be constructed within the PROPERTY without the written consent of the COMMUNITY ASSOCIATION.

1.27. PROPERTY means all or any portion of the SUBJECT PROPERTY. The term PROPERTY shall include all UNITS and IMPROVEMENTS located upon or within the PROPERTY.

1.28. SUBJECT PROPERTY means all of the property which is subject to this DECLARATION from time to time, which as of the execution and recording of this DECLARATION is the property described in Exhibit "A" attached hereto, and includes any property that is hereafter added to this DECLARATION, and excludes any property that is hereafter withdrawn from this DECLARATION, by an amendment.

1.29. UNIT means a residential dwelling contained within the SUBJECT PROPERTY, for which the controlling governmental authority has issued a certificate of occupancy. Where any building contains more than one dwelling, each such dwelling shall be a UNIT. A UNIT may include, but is not limited to, a house, apartment, townhouse, patio home, cluster home, or residential condominium unit. The term UNIT shall include any PROPERTY or interest in PROPERTY owned in conjunction with the UNIT.

1.30. UNIT OWNER means the record holder(s) of the fee title to a UNIT.

## 2. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE COMMUNITY ASSOCIATION.

### 2.1. Conveyance of COMMON AREAS to COMMUNITY ASSOCIATION.

2.1.1. By DECLARANT or a PARCEL DEVELOPER. DECLARANT shall have the right to convey title to any property owned by it, or any easement or interest therein, to the COMMUNITY ASSOCIATION as a COMMON AREA, and the COMMUNITY ASSOCIATION shall be required to accept such conveyance. DECLARANT or the PARCEL DEVELOPER of any PARCEL shall have the right to convey title to any property owned by them, or any easement or interest therein, to the COMMUNITY ASSOCIATION as a PARCEL AREA of such PARCEL, and the COMMUNITY 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 where the SUBJECT PROPERTY is located. Notwithstanding the foregoing, neither DECLARANT nor any PARCEL DEVELOPER shall have the obligation to develop and/or convey any property to the COMMUNITY ASSOCIATION as a COMMON AREA, and if DECLARANT or any PARCEL DEVELOPER desires to convey any property to the COMMUNITY ASSOCIATION, the timing of the conveyance shall be in the sole discretion of DECLARANT or the PARCEL DEVELOPER.

2.1.2. By Any Other PERSON. Any other PERSON may also convey title to any property owned by such PERSON, or any easement or interest therein, to the COMMUNITY ASSOCIATION as a COMMON AREA, but the COMMUNITY 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 COMMUNITY ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the SUBJECT PROPERTY is located.

2.2. Easements Over COMMON AREAS. The COMMON AREAS are subject to the following perpetual, non-exclusive easements, all of which shall run with the land and are hereby created.

2.2.1. Easements for Pedestrian and Vehicular Traffic. Easements in favor of the OWNERS and the residents of the SUBJECT PROPERTY, their mortgagees, and their guests and invitees, for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON AREAS as may from time to time be paved and intended for such purposes.

2.2.2. Use and Benefit. An easement in favor of the OWNERS, and their respective guests and invitees, the holders of any mortgage encumbering any PROPERTY from time to time, and any other persons authorized to use the COMMON AREAS or any portion thereof by DECLARANT or the COMMUNITY ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to (i) the terms of this DECLARATION, (ii) the terms of any other easement, restriction, reservation or limitation of record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the COMMUNITY ASSOCIATION, (iii) any rules and regulations adopted by the COMMUNITY ASSOCIATION, and (iv) the right of DECLARANT or of the COMMUNITY ASSOCIATION to grant easements and rights-of-way in connection with the development and maintenance of the SUBJECT PROPERTY.

2.2.3. Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, mail carrier companies, and all other PERSONS providing services to or for the benefit of the SUBJECT PROPERTY, over and across all roads existing from time to time within the SUBJECT PROPERTY, and over, under, on and across the COMMON AREAS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY, and as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the SUBJECT PROPERTY, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, and television antenna and cable television facilities, and electronic security.

2.3. Additional Easements. DECLARANT (so long as it owns any PROPERTY) and the COMMUNITY ASSOCIATION, on their behalf and on behalf of all OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the COMMON AREAS in favor of DECLARANT, the COMMUNITY ASSOCIATION, the OWNERS, or any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the SUBJECT PROPERTY in favor of the COMMUNITY ASSOCIATION and/or the OWNERS or in favor of any person, entity, public or quasi-public authority, or utility company, as the DECLARANT or the COMMUNITY ASSOCIATION may deem desirable for the proper operation and maintenance of the SUBJECT PROPERTY, or any portion thereof, or for the health, safety or welfare of the OWNERS, or to comply with any governmental requirement, or for any other

reasonable purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of PARCELS as permitted herein, no joinder of any OWNER or any mortgagee of any PARCEL, and no joinder by the COMMUNITY ASSOCIATION if the applicable document is executed by DECLARANT, shall be required or, if same would unreasonably and adversely interfere with the use of any PARCEL, only the joinder of the OWNERS and INSTITUTIONAL LENDERS of PARCELS so affected shall be required.

2.4. Easements over SUBJECT PROPERTY. The COMMUNITY ASSOCIATION, shall have an easement over and upon the SUBJECT PROPERTY as may be reasonably necessary to permit the COMMUNITY ASSOCIATION to perform the various duties and obligations to be performed by it. In addition, DECLARANT, so long as it owns any portion of the SUBJECT PROPERTY, and the COMMUNITY ASSOCIATION, each shall each have an easement over and upon the SUBJECT PROPERTY as may be reasonably necessary to permit them to comply with any governmental permit, approval or requirement.

2.5. Additions, Alterations or Improvements. The COMMUNITY ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property as it deems necessary or desirable from time to time, provided however that the approval of a 2/3 vote of the OWNERS shall be required for any addition, alteration or improvement, or any purchase of personal property, exceeding a sum equal to one month's total ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to 2 months' ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of then existing COMMON AREAS, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE. In addition, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, DECLARANT shall have the right to make any additions, alterations or improvements to the COMMON AREAS as may be desired by DECLARANT in its sole discretion from time to time, at DECLARANT's expense.

2.6. Utilities. The COMMUNITY ASSOCIATION shall pay for all utility services for the COMMON AREAS, or for any other property to be maintained by the COMMUNITY ASSOCIATION, as a COMMON EXPENSE.

2.7. Taxes. The COMMUNITY ASSOCIATION shall pay all real and personal property taxes and assessments for any property owned by the COMMUNITY ASSOCIATION as a COMMON EXPENSE.

2.8. Insurance. The COMMUNITY ASSOCIATION shall purchase insurance as a COMMON EXPENSE, as follows:

2.8.1. Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all COMMON AREAS and property owned by the COMMUNITY ASSOCIATION, excluding land foundations, excavations and other items normally excluded from insurance coverage, or such reduced coverage as is approved by the BOARD. The COMMUNITY ASSOCIATION shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damaged or destroyed property, until such repair, replacement or reconstruction is completed, without the approval of the OWNERS.



2.8.2. Comprehensive General Liability Insurance protecting the COMMUNITY ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000 for any single occurrence. Notwithstanding the foregoing, if the BOARD determines that it is impossible or unduly expensive to obtain \$1,000,000 of general liability insurance, then the BOARD may upon a unanimous vote of the directors obtain a lower amount of general liability insurance.

2.8.3. Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the COMMUNITY ASSOCIATION, covering the maximum funds that will be in the custody or control of the COMMUNITY ASSOCIATION or any managing agent, which coverage shall be at least the sum of three (3) months assessments on all units plus reserve funds.

2.8.4. Such other insurance as may be desired by the COMMUNITY ASSOCIATION, such as flood insurance, errors and omissions insurance, workman's compensation insurance, or any other insurance.

2.8.5. All insurance purchased by the COMMUNITY ASSOCIATION must include a provision requiring at least ten (10) days written notice to the COMMUNITY ASSOCIATION before the insurance can be canceled or the coverage reduced for any reason.

2.8.6. Any deductible or exclusion under the policies shall be a COMMON EXPENSE and shall not exceed \$2,500 or such other sum as is approved by a majority of the BOARD.

2.8.7. Upon request, each INSTITUTIONAL LENDER shall have the right to receive a copy or certificate of the insurance purchased by the COMMUNITY ASSOCIATION, and shall have the right to require at least ten (10) days written notice to the INSTITUTIONAL LENDER before any insurance can be canceled or the coverage reduced for any reason. Each INSTITUTIONAL LENDER shall have the right upon notice to the COMMUNITY ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, issuer, coverage and deductibles of all insurance purchased by the COMMUNITY ASSOCIATION, and to require the COMMUNITY ASSOCIATION to purchase insurance complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. In the event of a conflict between the INSTITUTIONAL LENDERS, the requirements of the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

2.9. Default. Any PARCEL ASSOCIATION, OWNER or INSTITUTIONAL LENDER may pay for any utilities, taxes or assessments, or insurance premiums which are not paid by the COMMUNITY ASSOCIATION when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate reimbursement therefor from the COMMUNITY ASSOCIATION, plus interest and any costs of collection, including attorneys' fees.

2.10. Damage or Destruction. In the event any improvement (other than landscaping) within any COMMON AREA is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the COMMUNITY ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by a vote of the OWNERS. If any landscaping within any COMMON AREA or any other property maintained by the COMMUNITY ASSOCIATION is damaged or destroyed, the COMMUNITY ASSOCIATION shall only be obligated to make such repairs or replacements to the landscaping as is determined by the BOARD in its discretion. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or

destruction shall be a COMMON EXPENSE, and the COMMUNITY ASSOCIATION shall have the right to make a special ASSESSMENT for any such expense.

2.11. Maintenance of COMMON AREAS and other Property. The COMMUNITY ASSOCIATION shall maintain all COMMON AREAS and property owned by the COMMUNITY ASSOCIATION, and all IMPROVEMENTS thereon, in good condition at all times. If pursuant to any easement the COMMUNITY ASSOCIATION is to maintain any IMPROVEMENT within any property, then the COMMUNITY ASSOCIATION shall maintain such IMPROVEMENT in good condition at all times. The COMMUNITY ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the SUBJECT PROPERTY, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other IMPROVEMENTS, in or within 40 feet of any public or private road right-of-ways within or contiguous to the SUBJECT PROPERTY. In such event, where applicable the COMMUNITY ASSOCIATION shall so notify any OWNER or PARCEL ASSOCIATION otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the COMMUNITY ASSOCIATION and not by the OWNER or PARCEL ASSOCIATION, until the BOARD determines no longer to assume the obligation to operate and/or maintain such property and so notifies the appropriate OWNER or PARCEL ASSOCIATION in writing. To the extent the COMMUNITY ASSOCIATION assumes the obligation to operate and/or maintain any PROPERTY which is not owned by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall have an easement and right to enter upon such PROPERTY in connection with the operation in or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the COMMUNITY ASSOCIATION of the obligation to operate and/or maintain any property which is not owned by the COMMUNITY ASSOCIATION may be evidenced by a supplement to this DECLARATION, or by a written document recorded in the public records of the county in which the SUBJECT PROPERTY is located, and may be made in connection with an agreement with any OWNER, PARCEL ASSOCIATION, DECLARANT, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION may also enter into agreements with any other PERSON, or any governmental authority, to share in the maintenance responsibility of any property if the BOARD, in its sole and absolute discretion, determines this would be in the best interest of the OWNER. Notwithstanding the foregoing, if any UNIT OWNER or any resident of any UNIT, or their guests or invitees, damages any COMMON AREA or any IMPROVEMENT thereon, the UNIT OWNER of such UNIT shall be liable to the COMMUNITY ASSOCIATION for the cost of repair or restoration to the extent otherwise provided by law and to the extent such damage is not covered by the COMMUNITY ASSOCIATION's insurance.

2.12. Surface Water Management System. It is acknowledged the surface water management, drainage and storage system for the SUBJECT PROPERTY is one integrated system, and accordingly shall be deemed a COMMON AREA, and an easement is hereby created over the entire SUBJECT PROPERTY for surface water drainage and storage, and for the installation and maintenance of the surface water management, drainage and storage system for the SUBJECT PROPERTY, provided however that such easement shall be subject to improvements constructed within the SUBJECT PROPERTY as permitted by controlling governmental authorities from time to time. If pursuant to the permitting requirements of any governmental authority the surface water management system for the SUBJECT PROPERTY is required to provide drainage for any other property, such other property shall have an easement for drainage purposes into the surface water management system for the SUBJECT PROPERTY as may be required in connection with the permitting for the SUBJECT PROPERTY. The surface water management, drainage, and storage system of the SUBJECT PROPERTY shall be developed, operated, and maintained in conformance with the requirements of, and any permits or approvals issued by the applicable water management district and any other controlling governmental

authority. Except as hereafter provided, the COMMUNITY ASSOCIATION shall maintain as a COMMON EXPENSE the entire surface water management, drainage, and storage system for the SUBJECT PROPERTY, including but not limited to all lakes and canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the SUBJECT PROPERTY or are owned by the COMMUNITY ASSOCIATION, unless such maintenance is to be and is performed by any governmental authority. Such maintenance shall be performed in conformance with the requirements of any controlling governmental authority, and an easement for such maintenance is hereby created. The COMMUNITY ASSOCIATION will have the right, but not the obligation, to maintain any portion of the surface water management, drainage, and storage system for the SUBJECT PROPERTY which is owned and/or maintained by any controlling governmental authority, or which is outside of the SUBJECT PROPERTY. The COMMUNITY ASSOCIATION will have the right to enter into agreements with any controlling governmental authority or any other property owner or association for the common maintenance of the surface water management, drainage, and storage system serving the SUBJECT PROPERTY and any other property. The SUBJECT PROPERTY shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority and an easement for such drainage is hereby created, and in connection therewith the COMMUNITY ASSOCIATION will have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the surface water management system for the SUBJECT PROPERTY.

ALL PROSPECTIVE PURCHASERS OF PROPERTY WITHIN THE SUBJECT PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE WATER LEVELS IN THE LAKES WITHIN THE SUBJECT PROPERTY MAY DECLINE SIGNIFICANTLY AT CERTAIN TIMES AS A RESULT OF WELLFIELD PUMPAGE.

2.13. Compliance with Permits and Approvals. It is acknowledged that in connection with the development of the SUBJECT PROPERTY various permits and approvals will be issued by various governmental and quasi-governmental authorities. If any permit or approval provides for continuing maintenance, monitoring, or other obligations, relating to the COMMON AREAS or any other portions of the SUBJECT PROPERTY, the COMMUNITY ASSOCIATION shall be responsible for same, and shall also be required to comply with any other governmental requirements relating to the COMMON AREAS. DECLARANT shall have the right to assign to the COMMUNITY ASSOCIATION the obligation to comply with any permit or approval relating to the SUBJECT PROPERTY which provides for or contemplates continuing maintenance, monitoring, or other obligations, and any such assignment shall be binding on the COMMUNITY ASSOCIATION, and the COMMUNITY ASSOCIATION shall be required to accept such assignment and to execute any documents required in connection therewith, but regardless of any such assignment the COMMUNITY ASSOCIATION shall be obligated to comply with any such continuing maintenance, monitoring, or other obligations, unless any such obligations are assigned by DECLARANT to any other PERSON. The COMMUNITY ASSOCIATION shall indemnify and hold DECLARANT harmless from any claims, damages, or losses of any kind or nature whatsoever relating the COMMUNITY ASSOCIATION's failure to comply with its responsibilities hereunder after DECLARANT no longer appoints a majority of the directors of the COMMUNITY ASSOCIATION. Notwithstanding anything contained herein to the contrary, if any OWNER shall violate any permit or approval, which violation results in the COMMUNITY ASSOCIATION incurring any expense or liability, such OWNER shall be liable for any and all expenses incurred by the COMMUNITY ASSOCIATION in connection therewith.

2.14. Mortgage and Sale of COMMON AREAS. The COMMUNITY ASSOCIATION shall not encumber, sell or transfer any COMMON AREA owned by the COMMUNITY ASSOCIATION without the approval of a 2/3 vote of the OWNERS, excluding DECLARANT, provided, however, that the

COMMUNITY ASSOCIATION may convey or dedicate the fee title to any COMMON AREA, PARCEL AREA, or any easement therein, to any governmental or quasi-governmental authority, utility company, PARCEL ASSOCIATION, or to DECLARANT, without the approval of the OWNERS. Notwithstanding the foregoing, if DECLARANT or any PARCEL DEVELOPER changes the development plan for a portion of the SUBJECT PROPERTY such that any portion of the COMMON AREAS previously conveyed to the COMMUNITY ASSOCIATION would be within any PROPERTY which is not intended to be a COMMON AREA, then the COMMUNITY ASSOCIATION shall have the right without the approval of the OWNERS or any other person to convey such portion of the COMMON AREAS to DECLARANT or any applicable PARCEL DEVELOPER; and in connection therewith, DECLARANT or any applicable PARCEL DEVELOPER shall convey to the COMMUNITY ASSOCIATION any property which will be a COMMON AREA pursuant to the new development plan. If ingress or egress to any PROPERTY is through any COMMON AREA, any conveyance or encumbrance of such COMMON AREA shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S) of such PROPERTY, unless alternative ingress and egress is provided to the OWNER(S).

2.15. Perimeter Wall, Fence, Berm or Landscaping. DECLARANT and the COMMUNITY ASSOCIATION shall have an easement around the perimeter of the SUBJECT PROPERTY, and adjacent to the collector roads servicing the SUBJECT PROPERTY, for the installation and maintenance of any wall, fence, berm or landscaping. Said easement shall be shown on the subdivision plat for the SUBJECT PROPERTY. In the event said easement is absent from the subdivision plat, the DECLARANT and the COMMUNITY ASSOCIATION hereby reserve adequate area as necessary to install and/or maintain any wall, fence, berm or landscaping. If any wall, fence, berm or landscaping is constructed within such easement, the COMMUNITY ASSOCIATION shall maintain the wall, fence, berm or landscaping located between the wall, fence, berm or landscaping and the aforesaid perimeter of the SUBJECT PROPERTY and the area adjacent to the collector roads servicing the SUBJECT PROPERTY. However, where any wall or fence is located upon a LOT, the OWNER shall maintain the side of the wall or fence facing the OWNER's LOT.

2.16. Gatehouses or Entry Gates. It is acknowledged that one or more gatehouses and/or entry gates may, but will not be required to be, constructed within the SUBJECT PROPERTY, which if provided may be staffed, or which may contain a unstaffed entry system. If provided, all costs associated with any gatehouse or entry gate will be a COMMON EXPENSE, except that any costs associated with any entry gate serving only one or more PARCEL(S) will be a PARCEL EXPENSE of such PARCEL(S). So long as DECLARANT appoints a majority of the Directors of the COMMUNITY ASSOCIATION, if any gatehouse is to be staffed, DECLARANT shall have the right to determine, in its sole discretion, whether, and during what hours the gatehouse will be staffed. DECLARANT, and any builder constructing UNITS within the SUBJECT PROPERTY, their contractors and suppliers, and their respective agents and employees, and any prospective purchasers of new UNITS, shall be given free and unimpeded access through any such Controlled Access Facility, subject only to such controls and restrictions as are agreed to in writing by DECLARANT. In addition, any governmental authority, any public utility company, and any entity providing utility services, cable television, home monitoring, internet, or other services to the OWNERS pursuant to an agreement with the COMMUNITY ASSOCIATION, shall be given free and unimpeded access through any such Controlled Access Facility, subject only to such controls and restrictions as are agreed to in writing by them. If the COMMUNITY ASSOCIATION attempts to restrict or control access into the SUBJECT PROPERTY through means not approved by the foregoing, the foregoing may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by the foregoing, and the foregoing shall have no liability in this regard. In any event, DECLARANT or the COMMUNITY ASSOCIATION shall not have any liability for any injury, damage, or loss, of any kind or nature whatsoever due to the fact that any gatehouse is not staffed, or due to the failure of any person staffing the gatehouse or any

mechanical or electrical entry system to prevent or detect a theft, burglary, or any unauthorized entry into the SUBJECT PROPERTY.

2.17. Special Provisions Regarding Recreational and Social Facilities. It is acknowledged DECLARANT plans to provide various recreational and social facilities as COMMON AREAS for the benefit of all or some of the residents of the SUBJECT PROPERTY, the timing, kind, value and nature of which shall be determined in DECLARANT's sole discretion, and DECLARANT reserves the right to increase or add to such facilities, or to expand the facilities, without the consent of the OWNERS or the COMMUNITY ASSOCIATION. Notwithstanding anything contained herein to the contrary, DECLARANT and/or the COMMUNITY ASSOCIATION shall have the following rights with respect to such facilities:

2.17.1. DECLARANT shall have the right, without any payment required therefore, to use any facility, or any portion thereof, for office or sales purposes, as may be desired by DECLARANT in its sole discretion, so long as DECLARANT owns any portion of the SUBJECT PROPERTY.

2.17.2. The COMMUNITY ASSOCIATION shall have the right to impose a charge for the use of any of the recreational or social facilities, or any services offered therein, and shall have the right to permit the use of any portion thereof for private, charitable or promotional functions

2.17.3. DECLARANT or the COMMUNITY ASSOCIATION shall have the right to lease or grant concessions or contract with others to provide programs or services within such facilities to the OWNERS and residents of the SUBJECT PROPERTY. The rights of DECLARANT pursuant to this paragraph shall terminate when DECLARANT no longer owns any portion of the SUBJECT PROPERTY.

2.18. Cable Television Service and/or Home Security Monitoring Services. The COMMUNITY ASSOCIATION will have the right to enter into an agreement pursuant to which all of the UNIT OWNERS will be provided cable television service and/or home security monitoring services as a COMMON EXPENSE. The COMMUNITY ASSOCIATION will further have the right to approve one or more security monitoring companies which are authorized to provide such service to the UNITS, and in that event the COMMUNITY ASSOCIATION may refuse entry into the SUBJECT PROPERTY by any representative of any security monitoring companies other than an approved company. If home security monitoring services are provided under contract with the COMMUNITY ASSOCIATION, or if the COMMUNITY ASSOCIATION approves any monitoring company to provide such services to the UNITS, DECLARANT and the COMMUNITY ASSOCIATION will have no liability of any kind or nature due to the failure of the company providing such service to detect or react to fire, unauthorized entry, or other security problem in any UNIT. Any PARCEL may be excluded from any agreement for cable television service and/or home security monitoring services, and in that event the expenses associated therewith will not be assessed to the OWNERS within such excluded PARCELS.

2.19. Entry Roads. The COMMUNITY ASSOCIATION shall have the right to maintain landscaping along any road outside of the SUBJECT PROPERTY which provides access to the SUBJECT PROPERTY, where the COMMUNITY ASSOCIATION determines such maintenance would be in the best interest of the OWNERS.

2.20. Entry Features. The COMMUNITY ASSOCIATION shall maintain all entry features installed for the benefit of the SUBJECT PROPERTY or any PARCEL, whether within or outside of the SUBJECT PROPERTY, as a COMMON EXPENSE.

2.21. PARCEL AREAS. The following provisions shall apply with respect to any PARCEL AREA, notwithstanding other provisions in this DECLARATION to the contrary:

2.21.1. Use. Any PARCEL AREA shall be held by the COMMUNITY ASSOCIATION solely for the use and benefit of the owners and residents of the PARCELS who are intended to be benefited by the PARCEL AREAS, and the respective guests and invitees, and shall be maintained by the COMMUNITY ASSOCIATION.

2.21.2. PARCEL EXPENSES. Any expenses associated with any PARCEL AREAS are PARCEL EXPENSES, and shall only be assessed to the OWNERS of the applicable PARCELS which are entitled to use or which are benefited by the PARCEL AREAS.

2.21.3. Approval of Action Concerning PARCEL AREAS. Where pursuant to this DECLARATION the OWNERS are given the right to approve any action concerning any COMMON AREAS, any such approval rights with respect to any PARCEL AREA shall only be approved by the required vote of the OWNERS of the applicable PARCELS served by the PARCEL AREA, and such action shall not be voted upon by any other OWNERS.

2.21.4. Roads, Driveways, and Parking Areas. It is acknowledged that the COMMON AREAS or the PARCEL AREAS may include roads, driveways, and parking areas. Without limitation, if the streets or roads within any PARCEL are not dedicated or conveyed to a governmental authority, such streets or roads within the PARCEL, and any sidewalks within the PARCEL (regardless of whether same are located within any LOT or within the road right-of-way) shall be deemed PARCEL AREAS, and all costs of maintaining and repairing same, and any cost of maintaining, repairing and operating any street lighting associated therewith, shall be PARCEL EXPENSES of the PARCEL.

2.22. Warranties. Any property conveyed to the COMMUNITY ASSOCIATION by DECLARANT or by any PARCEL DEVELOPER will be conveyed in a "where is, as is" condition, and any such property will be conveyed and/or any improvements to the COMMON AREAS made by DECLARANT or any PARCEL DEVELOPER without any warranty, including but not limited to any warranty of merchantability or of fitness for a particular purpose, or the adequacy of the size or capacity in relation to the utilization or operation thereof. However, DECLARANT or any PARCEL DEVELOPER transferring any COMMON AREA to the COMMUNITY ASSOCIATION or making any improvement to the COMMON AREAS will assign to the COMMUNITY ASSOCIATION any warranties which they receive from contractors, manufacturers or suppliers.

3. COMMUNITY ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the COMMUNITY ASSOCIATION has been organized under the Laws of the State of Florida.

3.1. Articles of Incorporation. A copy of the ARTICLES is attached hereto as Exhibit "B". No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

3.2. BYLAWS. A copy of the BYLAWS is attached hereto as Exhibit "C". No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

3.3. Powers of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have all the powers indicated or incidental to those contained in its ARTICLES and BYLAWS or as provided by the laws of the State of Florida. In addition, the COMMUNITY ASSOCIATION shall have the power to enforce this DECLARATION and shall have all powers granted to it by this DECLARATION. By this

DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the COMMUNITY ASSOCIATION.

3.4. Approval or Disapproval of Matters. Whenever the decision, consent or approval of the OWNERS is required upon any matter, whether or not the subject of a COMMUNITY ASSOCIATION meeting, such decision shall be made in accordance with the ARTICLES and BYLAWS, except as otherwise provided herein. Where any matter requires a vote of a specified share of the OWNERS, but does not specifically refer to "all of" the OWNERS, the matter requires only the approval of the specified share of the OWNERS actually voting on the matter, regardless of how many votes are actually cast. Where any matter requires a vote of a specified share of "all the" OWNERS, the matter requires a number of votes equal to at least the specified share of the total number of votes of all the OWNERS.

3.5. Acts of the COMMUNITY ASSOCIATION. Unless the approval or action of the OWNERS and/or a certain specific percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the COMMUNITY ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through the proper officers of the COMMUNITY ASSOCIATION without a specific resolution. When an approval or action of the COMMUNITY ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the COMMUNITY ASSOCIATION deems appropriate, or the COMMUNITY ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

3.6. Management and Service Contracts. The COMMUNITY ASSOCIATION shall have the right to contract for management or services on such terms and conditions as the BOARD deems desirable in its sole discretion.

3.7. Membership.

3.7.1. OWNERS. Each OWNER shall be a member of the COMMUNITY ASSOCIATION. Notwithstanding the foregoing, no governmental authority or utility company shall be deemed a member unless one or more UNITS actually exist upon the PROPERTY owned by such governmental or quasi-governmental authority or utility company, in which event the governmental authority or utility company will be a member only with respect to the PROPERTY owned in conjunction with such UNIT(S).

3.7.2. DECLARANT and PARCEL DEVELOPERS. DECLARANT and each PARCEL DEVELOPER shall be a member of the COMMUNITY ASSOCIATION so long as DECLARANT or the applicable PARCEL DEVELOPER owns any PROPERTY.

3.8. Voting Rights. The votes of the members shall be established and exercised as provided in the ARTICLES and BYLAWS.

3.9. Current Lists of UNIT OWNERS. Upon request by the COMMUNITY ASSOCIATION, any PARCEL ASSOCIATION shall be required to provide the COMMUNITY ASSOCIATION with the names and addresses of all or any OWNERS which are members of the PARCEL ASSOCIATION.

4. ASSESSMENTS FOR COMMON EXPENSES.

4.1. Responsibility. Each OWNER, from and after the date the OWNER acquires title to any LOT or any other PROPERTY than contains or is intended to contain one or more UNITS, shall be responsible for the payment of ASSESSMENTS for COMMON EXPENSES for such PROPERTY, and where applicable for the payment of PARCEL ASSESSMENTS, to the COMMUNITY ASSOCIATION as hereinafter provided.

4.2. Determination of ASSESSMENTS for COMMON EXPENSES. Not less than 45 days prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year, which shall estimate all of the COMMON EXPENSES to be incurred during the fiscal year. In determining the budgets for any fiscal year, the BOARD may take into account COMMON AREAS and UNITS anticipated to be added during the fiscal year. The COMMUNITY ASSOCIATION shall then establish the ASSESSMENT for COMMON EXPENSES pursuant to the budget, and shall then promptly notify all OWNERS, in writing, of the amount, frequency, and due dates of the ASSESSMENTS for COMMON EXPENSES. From time to time during the fiscal year, the BOARD may modify the budget of the COMMUNITY ASSOCIATION for the fiscal year, and pursuant to the revised budget or otherwise the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES.

4.3. ASSESSMENT VALUE. For purposes of establishing ASSESSMENTS for COMMON EXPENSES, 'ASSESSMENT VALUES' shall be established, as follows:

4.3.1. Each PLANNED UNIT which is planned to be in a "MULTIFAMILY BUILDING" shall have an ASSESSMENT VALUE of 0.05. For such purpose, a 'MULTIFAMILY BUILDING' is a BUILDING in which some of the UNITS are above other UNITS in the BUILDING.

4.3.2. Each PLANNED UNIT which is not planned to be in a MULTIFAMILY BUILDING shall have an ASSESSMENT VALUE of 0.10.

4.3.3. Once a certificate of occupancy has been issued for a UNIT, the UNIT shall have an ASSESSMENT VALUE of 0.60 if the UNIT is in a MULTIFAMILY BUILDING, and 1.0 if the UNIT is not in a MULTIFAMILY BUILDING, upon the first to occur of (i) the first day of the third full calendar month after the certificate of occupancy is issued, or (ii) the conveyance of the UNIT by the builder of the UNIT, or (iii) the first occupancy of the UNIT.

4.4. Amount of ASSESSMENTS. The amount of each OWNER's ASSESSMENT for COMMON EXPENSES will be determined from time to time by multiplying the total amount to be assessed by a fraction, the numerator of which will be the total ASSESSMENT VALUES assigned to the OWNER's PROPERTY, and the denominator of which will be the total ASSESSMENT VALUES assigned to all of the SUBJECT PROPERTY.

4.5. Special Assessments. If the expenditure of funds is required by the COMMUNITY ASSOCIATION in addition to funds produced by the regular ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which may include ASSESSMENTS to provide funds to pay for an existing or proposed deficit of the COMMUNITY ASSOCIATION, or for any additions, alterations, or improvements to any COMMON AREA, or for any other purpose. Where any such funds are only required for any PARCEL EXPENSES, the special ASSESSMENTS shall only be made against the applicable PARCEL(S) as special PARCEL ASSESSMENTS. Special ASSESSMENTS for COMMON EXPENSES shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS for COMMON EXPENSES and shall be payable in one lump sum or as otherwise determined by the BOARD in its sole discretion and as stated in the notice of any special ASSESSMENT for COMMON EXPENSES.



4.6. Changes in ASSESSMENTS. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments, as provided in the notice from the COMMUNITY ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the COMMUNITY ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any ASSESSMENT for COMMON EXPENSES payable by any OWNER be due less than ten (10) days from the date of the notification of such ASSESSMENT for COMMON EXPENSES.

4.7. Payment of ASSESSMENTS for COMMON EXPENSES. Except as hereafter provided, on or before the date each ASSESSMENT for COMMON EXPENSES is due, each OWNER shall be required to and shall pay to the COMMUNITY ASSOCIATION any ASSESSMENTS for COMMON EXPENSES for the UNITS and PLANNED UNITS within the PROPERTY then owned by such OWNER.

4.8. Special Provisions for PARCEL ASSESSMENTS. If the COMMUNITY ASSOCIATION incurs any PARCEL EXPENSES for any PARCEL, the COMMUNITY ASSOCIATION shall adopt a budget for such PARCEL, shall establish a per-UNIT PARCEL ASSESSMENT pursuant to the budget, and shall collect PARCEL ASSESSMENTS from the OWNERS within the PARCEL. All of the provisions of this DECLARATION relating to the establishment of the budget for COMMON EXPENSES and the establishment and collection of ASSESSMENTS for COMMON EXPENSES shall apply to the budget and PARCEL ASSESSMENTS for the PARCEL, except as follows, and except that for purposes of PARCEL ASSESSMENTS, unless otherwise provided with respect to any PARCEL in any amendment or supplement to this DECLARATION executed or consented to by DECLARANT or the COMMUNITY ASSOCIATION, each UNIT and each PLANNED UNIT within the PARCEL will be assessed as one UNIT.

4.9. ASSESSMENTS on Non-Uniform Basis. Notwithstanding anything contained herein to the contrary, pursuant to any amendment or supplement to this DECLARATION made or approved by DECLARANT so long as DECLARANT owns any portion of the SUBJECT PROPERTY, any portion of the SUBJECT PROPERTY may be (i) only liable for a share of certain specified COMMON EXPENSES, or (ii) assessed on a different basis than the other SUBJECT PROPERTY, and in such event the OWNER of such PROPERTY shall only be liable for ASSESSMENTS for COMMON EXPENSES in accordance with the provisions of such amendment or supplement.

4.10. DECLARANT'S and PARCEL DEVELOPER'S LIABILITY FOR ASSESSMENTS.

4.10.1. Notwithstanding the foregoing, during the EXEMPTION PERIOD, DECLARANT, and any PARCEL DEVELOPER that does not elect to pay ASSESSMENTS for COMMON EXPENSES (the "EXEMPT PARCEL DEVELOPERS"), shall not be liable for ASSESSMENTS for COMMON EXPENSES for any UNITS or PLANNED UNITS within the PROPERTY owned by them.

4.10.2. During the EXEMPTION PERIOD, DECLARANT and the EXEMPT PARCEL DEVELOPERS shall be responsible for all COMMON EXPENSES actually incurred or anticipated to be incurred by the COMMUNITY ASSOCIATION in excess of the ASSESSMENTS for COMMON EXPENSES and any other income received or to be received by the COMMUNITY ASSOCIATION from the OWNERS (the "DEFICIT"), except as hereafter provided.

4.10.3. For purposes of this subparagraph, there shall be assigned to each PARCEL of any EXEMPT PARCEL DEVELOPER "ASSESSMENT UNITS", which shall initially be equal to the number of acres within the PARCEL. Thereafter, as UNITS within the PARCEL are built, the number of ASSESSMENT UNITS within the PARCEL shall be reduced from time to time, based upon a fraction,

the numerator of which will be the number of PLANNED UNITS that may be built within the PARCEL or portion thereof owned by the EXEMPT PARCEL DEVELOPER, and the denominator of which will be the total number of PLANNED UNITS that may ultimately be built within the PARCEL. (For example, if a PARCEL contains 20 acres it will initially be assigned 20 ASSESSMENT UNITS. If 100 UNITS may be built within the PARCEL, and the PARCEL OWNER has built 40 UNITS and 60 PLANNED UNITS may be built within the PARCEL, then the PARCEL will be deemed to contain  $20 \times \frac{60}{100} = 12$  ASSESSMENT UNITS. At the time ASSESSMENT UNITS are to be determined they shall be rounded up to the highest 1/10 of an ASSESSMENT UNIT.

4.10.4. DECLARANT and each EXEMPT PARCEL DEVELOPER, so long as they own any UNIT or PLANNED UNIT, shall each be liable for a pro-rata share of the DEFICIT. The amount of the DEFICIT shall be determined quarterly unless otherwise determined by DECLARANT so long as DECLARANT owns any portion of the SUBJECT PROPERTY, and thereafter by a majority vote of the EXEMPT PARCEL DEVELOPERS, and for such purpose each EXEMPT PARCEL DEVELOPER shall have one vote per ASSESSMENT UNIT owned at the time such vote is taken. The share of the DEFICIT payable by DECLARANT and each EXEMPT PARCEL DEVELOPER shall be based upon the ratio that the number of ASSESSMENTS UNITS owned by DECLARANT (including any property that DECLARANT intends to add to the SUBJECT PROPERTY) or the EXEMPT PARCEL DEVELOPER bears to the total number of ASSESSMENT UNITS owned DECLARANT and by all of the EXEMPT PARCEL DEVELOPERS as of the beginning of each period for which the DEFICIT is determined to be payable. Such share shall be due and payable within 20 days after written demand by the COMMUNITY ASSOCIATION, and if not paid the COMMUNITY ASSOCIATION shall have all rights set forth in Paragraph 8.1 below. Notwithstanding the foregoing, DECLARANT or any EXEMPT PARCEL DEVELOPER may agree in writing with the COMMUNITY ASSOCIATION that all UNITS and PLANNED UNITS owned by DECLARANT or the PARCEL DEVELOPER will have an ASSESSMENT VALUE of 1.0 and will be fully assessed, and in that event thereafter such PARCEL DEVELOPER will not be deemed an EXEMPT PARCEL DEVELOPER and will not be liable for any share of the DEFICIT.

4.10.5. During the EXEMPTION PERIOD, the ASSESSMENTS for COMMON EXPENSES shall be established by DECLARANT so long as it owns any portion of the SUBJECT PROPERTY, and thereafter by majority vote of the EXEMPT PARCEL DEVELOPERS (one vote per ASSESSMENT UNIT owned), as no more than 133% of DECLARANT's or the EXEMPT PARCEL DEVELOPERS' good faith estimate of what ASSESSMENTS would be when the development of the SUBJECT PROPERTY as contemplated by DECLARANT was complete, assuming all COMMON AREAS anticipated to be completed at that point were completed and available for use and that the COMMUNITY ASSOCIATION had assumed all duties and responsibilities anticipated to be delegated to it, and assuming all PLANNED UNITS were completed and assessed as such. The ASSESSMENTS so determined may be changed from time to time by DECLARANT or the EXEMPT PARCEL DEVELOPERS, as applicable, based upon changes in such estimate.

4.10.6. Notwithstanding the foregoing, in the event the COMMUNITY ASSOCIATION incurs any expense not ordinarily anticipated in the day-to-day management and operation of the SUBJECT PROPERTY, including but not limited to expenses incurred in connection with lawsuits against the COMMUNITY ASSOCIATION, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of DECLARANT or the EXEMPT PARCEL DEVELOPERS for such COMMON EXPENSES shall not exceed the amount that they would be required to pay if they were liable for ASSESSMENTS for COMMON EXPENSES as any other OWNER, and any excess amounts payable by the COMMUNITY ASSOCIATION shall be assessed to the other OWNERS.

4.10.7. After the EXEMPTION PERIOD, DECLARANT and the EXEMPT PARCEL DEVELOPERS will only be liable for ASSESSMENTS for COMMON EXPENSES on the same basis as any other OWNER, and DECLARANT and the PARCEL DEVELOPERS will not be liable for any other monies to the COMMUNITY ASSOCIATION, including but not limited to any deficits, provided, however, that DECLARANT or the PARCEL DEVELOPERS may, without prejudice to their right to discontinue payments thereafter, voluntarily pay any deficits of the COMMUNITY ASSOCIATION.

4.10.8. In any event, during the period when DECLARANT or the EXEMPT PARCEL DEVELOPERS are not liable for ASSESSMENTS for COMMON EXPENSES, the COMMUNITY ASSOCIATION will not be required to fund the portion of any reserve account reflected in the budget which is attributable to any UNITS or PLANNED UNITS owned by DECLARANT or the EXEMPT PARCEL DEVELOPERS.

4.10.9. The foregoing provisions shall likewise apply with respect to any PARCEL EXPENSES for any PARCEL as to the PARCEL DEVELOPER(S) of the PARCEL. Furthermore, any obligation of a PARCEL DEVELOPER to fund any PARCEL ASSESSMENTS or any deficits in any PARCEL EXPENSES may be established pursuant to any PARCEL DECLARATION, and in that event the PARCEL DECLARATION shall control over any conflict with the provisions of this Paragraph. In addition, DECLARANT shall not be liable for any PARCEL ASSESSMENTS or PARCEL EXPENSES relating to any PARCEL except to the extent DECLARANT is a PARCEL DEVELOPER of the PARCEL or an OWNER within the PARCEL.

4.11. Exclusion for Expenses Relating to Completed UNITS. Notwithstanding anything contained herein to the contrary, in the event the COMMUNITY ASSOCIATION incurs any COMMON EXPENSE or PARCEL EXPENSE, which by its nature is applicable only to a completed UNIT, such expense shall only be assessed to and payable by the OWNERS of completed UNITS, and shall not be included within any ASSESSMENTS payable by DECLARANT or any PARCEL DEVELOPER or any OWNER of any PLANNED UNITS. Such expenses include, for example, expenses for bulk cable television or home security monitoring service, or expenses relating to the maintenance of landscaping upon any LOT or the maintenance of any exterior walls or roofs of a UNIT, which may be incurred pursuant to this DECLARATION or any PARCEL DECLARATION.

4.12. PARCEL ASSOCIATION. If any PARCEL is subject to the jurisdiction of a separate PARCEL ASSOCIATION, then at the request of the PARCEL ASSOCIATION the COMMUNITY ASSOCIATION may agree to include in the ASSESSMENTS against the OWNERS within the PARCEL any assessments that may be imposed by the PARCEL ASSOCIATION, and remit such funds to the PARCEL ASSOCIATION as same are collected. Furthermore, at the request of the COMMUNITY ASSOCIATION, the PARCEL ASSOCIATION shall collect all ASSESSMENTS assessed by the COMMUNITY ASSOCIATION against the OWNERS within the PARCEL and remit the ASSESSMENTS to the COMMUNITY ASSOCIATION on or before the date when same are due.

4.13. WORKING CAPITAL CONTRIBUTION. In addition to ASSESSMENTS for COMMON EXPENSES, after a certificate of occupancy for a UNIT is issued by the controlling governmental authority, upon the first to occur of the conveyance of the UNIT from the builder or the first occupancy of the UNIT, the OWNER of the UNIT shall pay to the COMMUNITY ASSOCIATION a contribution to a working capital fund of the COMMUNITY ASSOCIATION. The capital contribution shall be equal to the greater of \$250.00, or 2 months ASSESSMENT for COMMON EXPENSES, plus where applicable an amount equal to 2 months PARCEL ASSESSMENTS. The working capital fund shall be used by the COMMUNITY ASSOCIATION for start-up expenses or otherwise as the COMMUNITY ASSOCIATION shall determine from time to time, and specifically may be used for the payment of COMMON

EXPENSES, or PARCEL EXPENSES where applicable, and such fund need not be restricted or accumulated.

4.14. Enforcement. If any OWNER fails to pay any ASSESSMENT for COMMON EXPENSES or any PARCEL ASSESSMENT when due, the COMMUNITY ASSOCIATION shall have the rights set forth in Paragraph 8.1.

## 5. ARCHITECTURAL CONTROL FOR IMPROVEMENTS.

5.1. Purpose. The APPROVING PARTY shall have the right to exercise architectural control over all IMPROVEMENTS, in order to assist in making the entire SUBJECT PROPERTY a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any IMPROVEMENT including, but not limited to, size, height, site planning, set-back exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria.

5.2. OWNER or PARCEL ASSOCIATION to Obtain Approval. No OWNER or PARCEL ASSOCIATION shall make any IMPROVEMENT, and no OWNER or PARCEL ASSOCIATION shall apply for any governmental approval or building or other permit for any IMPROVEMENT, unless the OWNER or PARCEL ASSOCIATION first obtains the written approval of the IMPROVEMENT from the APPROVING PARTY.

5.3. Request for Approval. Any request for approval by the APPROVING PARTY of any IMPROVEMENT shall be in writing and shall be accompanied by plans and specifications or other details as the APPROVING PARTY may deem reasonably necessary in connection with its determination as to whether or not it will approve same. No request will be deemed made until the APPROVING PARTY signs a receipt for the request. The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color, and location of all proposed IMPROVEMENTS. If the APPROVING PARTY deems the plans and specifications deficient, the APPROVING PARTY may require such further detail in the plans and specifications as the APPROVING PARTY deems necessary in connection with its approval of same, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, and descriptions or samples of exterior materials and colors, and until receipt of the foregoing, the APPROVING PARTY may postpone review of any plans submitted for approval. The APPROVING PARTY shall have the right to charge a reasonable fee to any OWNER or PARCEL ASSOCIATION requesting architectural approval, including where applicable the fee of any architect or engineer hired by the APPROVING PARTY to review any plans or specifications, provided that the APPROVING PARTY shall not be required to use the services of any architect or engineer in connection with its exercise of architectural approval. The APPROVING PARTY shall not be obligated to review or approve any plans and specifications until such fee is paid. Approval of any request shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable improvement of any PROPERTY, but may be withheld due to aesthetic considerations.

5.4. Approval. The APPROVING PARTY shall notify the OWNER or PARCEL ASSOCIATION of its approval or disapproval, or that the APPROVING PARTY requires additions to the plans and specifications or other materials, by written notice within 30 days after request for such approval is made in writing to the APPROVING PARTY, and all documents, plans and specifications, and other materials required by the APPROVING PARTY in connection with such approval have been submitted to and received by the APPROVING PARTY. In the event the APPROVING PARTY fails to disapprove any request within such 30 day period, the request shall be deemed approved and upon request the APPROVING PARTY shall give written notice of such approval, provided the party requesting such approval pays any fee charged by the APPROVING PARTY in connection with the approval. In consenting to any proposed IMPROVEMENT, the APPROVING PARTY may condition such consent upon

changes being made and any such approval shall be deemed a disapproval unless and until the party requesting the approval agrees to the changes. If the APPROVING PARTY approves, or is deemed to have approved, any IMPROVEMENT, the OWNER or PARCEL ASSOCIATION requesting approval may proceed to make the IMPROVEMENT in strict conformance with the plans and specifications approved or deemed to have been approved, subject to any conditions of the APPROVING PARTY's approval, and shall not make any material changes without the approval of the APPROVING PARTY. If the APPROVING PARTY approves any IMPROVEMENT, same shall not obligate the APPROVING PARTY, or any subsequent APPROVING PARTY to approve any similar IMPROVEMENT in the future, and the APPROVING PARTY shall have the right in the future to withhold approval of similar IMPROVEMENTS requested by any other OWNER or PARCEL ASSOCIATION.

5.5. Architectural Guidelines and Criteria. The APPROVING PARTY may adopt and modify from time to time, in its discretion, minimum guidelines, criteria and/or standards which will be used by it in connection with its exercise of architectural control, provided however that same shall not apply to any previously existing or approved IMPROVEMENT. The foregoing may include, but are not limited to, minimum square footage, maximum height, minimum set-back, and minimum landscaping requirements.

5.6. Inspections. Upon the completion of any IMPROVEMENT, the applicable OWNER or PARCEL ASSOCIATION shall give written notice of the completion to the APPROVING PARTY. Within 90 days thereafter, the APPROVING PARTY shall have the right to inspect the IMPROVEMENT and notify the OWNER or PARCEL ASSOCIATION in writing that the IMPROVEMENT is accepted, or that the IMPROVEMENT is deficient because it was not completed in conformance with the approved plans and specifications or in a manner otherwise acceptable to the APPROVING PARTY, specifying the particulars of such deficiencies. Within 30 days thereafter the OWNER or PARCEL ASSOCIATION shall correct the deficiencies set forth in the notice, and upon completion of the work the APPROVING PARTY shall again be given a notice of the completion, and the provisions of this paragraph shall again become operative. If the APPROVING PARTY fails to notify the OWNER or PARCEL ASSOCIATION of any deficiencies within 90 days after receipt of a notice of completion, the IMPROVEMENT shall be deemed to have been accepted by the APPROVING PARTY.

5.7. Remedy for Violations. In the event this section is violated in that any IMPROVEMENT is made without first obtaining the approval of the APPROVING PARTY, or is not made in strict conformance with any approval given or deemed given by the APPROVING PARTY, the APPROVING PARTY shall specifically have the right to injunctive relief, without the necessity of posting a bond or security therefor, to require the applicable OWNER or PARCEL ASSOCIATION to stop, remove and/or alter any IMPROVEMENT in a manner which complies with the requirements of the APPROVING PARTY, or the APPROVING PARTY may pursue any other remedy available to it. If DECLARANT is the APPROVING PARTY, then in connection with the enforcement of this section, DECLARANT shall have all of the rights of enforcement granted to the COMMUNITY ASSOCIATION pursuant to this DECLARATION, including but not limited to the right to impose fines, and to assess and lien for costs and expenses incurred in enforcing this section, except that any fines shall be paid to the COMMUNITY ASSOCIATION. In connection with the enforcement of this section, the APPROVING PARTY shall have the right to enter onto any PROPERTY and make any inspection necessary to determine that the provisions of this paragraph have been complied with. The failure of the APPROVING PARTY to object to any IMPROVEMENT prior to the completion of the IMPROVEMENT shall not constitute a waiver of the APPROVING PARTY's right to enforce the provisions of this section. Any action to enforce this Section must be commenced within 1 year after notice of the violation by the APPROVING PARTY, or within 3 years after the date of the violation, whichever occurs first. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Notwithstanding anything

contained within this DECLARATION to the contrary, the APPROVING PARTY shall have the exclusive authority to enforce the provisions of this Paragraph 5.

5.8. No Liability. Notwithstanding anything contained herein to the contrary, the APPROVING PARTY shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any OWNER or PARCEL ASSOCIATION 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 standards, guidelines and/or criteria of the APPROVING PARTY, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the APPROVING PARTY shall not be liable for any defect or deficiency in such plans or specifications or IMPROVEMENT, or any injury resulting therefrom.

5.9. Compliance with Governmental Requirements. In addition to the foregoing requirements, any IMPROVEMENT made by any OWNER or PARCEL ASSOCIATION must be in compliance with the requirements of all controlling governmental authorities, and the OWNER or PARCEL ASSOCIATION shall be required to obtain an appropriate building permit from the applicable governmental authority when required by controlling governmental requirements. Any consent or approval by the APPROVING PARTY to any IMPROVEMENT may be made conditioned upon the OWNER or PARCEL ASSOCIATION obtaining a building permit for same, or providing the APPROVING PARTY written evidence from the controlling governmental authority that such permit will not be required, and in that event the OWNER or PARCEL ASSOCIATION shall not proceed with any IMPROVEMENT until such building permit or evidence that a building permit is not required is obtained and submitted to the APPROVING PARTY.

5.10. Construction by Licensed Contractor. If a building permit is required for any IMPROVEMENT made by any OWNER or PARCEL ASSOCIATION, then the IMPROVEMENT must be installed or constructed by a licensed contractor unless otherwise approved by the APPROVING PARTY, and in any event must be constructed in a good and workmanlike manner.

5.11. Effect of PARCEL ASSOCIATION. If a PARCEL ASSOCIATION is also granted the right to exercise architectural or similar control pursuant to a recorded declaration with respect to any PROPERTY, then any OWNER seeking architectural approval from the APPROVING PARTY shall first be required to obtain such approval in writing from the PARCEL ASSOCIATION; however, no approval given by any PARCEL ASSOCIATION shall be binding upon the APPROVING PARTY.

5.12. Exception for DECLARANT. Notwithstanding anything contained herein to the contrary, any IMPROVEMENTS constructed by DECLARANT, including any successor DECLARANT, shall be exempt for the provisions of this Section 5, and shall not require the approval of the APPROVING PARTY or any other person.

## 6. USE RESTRICTIONS AND MAINTENANCE REQUIREMENTS.

6.1. Air Conditioning Units. Only central air conditioning units are permitted without the prior written consent of the APPROVING PARTY.

6.2. Automobiles, Vehicles and Boats. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, pick-up trucks of a type customarily used as private passenger vehicles, and other vehicles manufactured and commonly used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight without the prior written consent of the APPROVING PARTY, unless kept within an enclosed garage. In particular and without

limitation, without the prior written consent of the APPROVING PARTY, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a UNIT overnight. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages, without the consent of the APPROVING PARTY. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the SUBJECT PROPERTY outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be painted with colors and in a manner which is customary for private passenger vehicles, and which is not offensive or distasteful in the reasonable opinion of the APPROVING PARTY. No motorcycle, motorbike, moped, all-terrain vehicle, or other such vehicle is permitted to be operated within the SUBJECT PROPERTY unless such vehicle is licensed for street use and equipped with appropriate noise-muffling equipment so that its operation does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY, and if the APPROVING PARTY determines the operation of any such vehicle creates an unreasonable annoyance to the residents of the SUBJECT PROPERTY, then after written demand from the APPROVING PARTY, the vehicle shall not be operated within the SUBJECT PROPERTY.

6.3. Basketball Backboards. No permanently installed basketball backboards are permitted without the consent of the APPROVING PARTY. Portable basketball backboards are permitted provided same shall not be kept outside of a UNIT overnight.

6.4. Beaches/Lake Banks. No OWNER shall create any beach or sandy area contiguous to any lake or canal within the SUBJECT PROPERTY, nor shall any dock or deck which extends into any lake or canal or maintenance easement be permitted, without the approval of the APPROVING PARTY and any controlling governmental authorities. All lake banks shall be seeded or sodded after the development of the property adjacent thereto is completed, unless otherwise approved by the APPROVING PARTY.

6.5. Boat Docks. No boat docks or boat launching facilities shall be permitted without the approval of the APPROVING PARTY and any controlling governmental authorities.

6.6. Business Use. No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted by a UNIT OWNER or resident of a UNIT upon any portion of the SUBJECT PROPERTY nor within any UNIT, if in connection therewith customers, patients or the like come to the UNIT, or if such non-residential use is otherwise apparent from the exterior of the UNIT. The foregoing shall not preclude (i) home offices complying with the previous sentence, (ii) the rental of UNITS within the SUBJECT PROPERTY; or (iii) activities associated with the construction, development and sale of the SUBJECT PROPERTY or any portion thereof.

6.7. Clothes Lines and Outside Clothes Drying. Outdoor clothes drying is only permitted behind a UNIT, in an area which is screened from view from adjoining roads and from other UNITS within the SUBJECT PROPERTY. Only portable outdoor clothes-drying facilities approved by the APPROVING PARTY are permitted, and same shall be removed when not in use.

6.8. COMMON AREAS and PARCEL AREAS. Nothing shall be stored, constructed, placed within, or removed from any COMMON AREA or any PARCEL AREA by any OWNER other than DECLARANT or a PARCEL DEVELOPER, unless approved by the APPROVING PARTY.

6.9. Damage and Destruction. In the event any IMPROVEMENT is damaged or destroyed, the OWNER of the IMPROVEMENT, or the PARCEL ASSOCIATION responsible for repairing or restoring the damaged IMPROVEMENT, shall repair and restore the damaged IMPROVEMENT as soon as is reasonably practical to the same condition that the IMPROVEMENT was in prior to such damage or destruction, or shall remove the damaged IMPROVEMENT and restore the OWNER'S PROPERTY to a vacant lot condition as soon as is reasonably practical, unless otherwise approved by the APPROVING PARTY.

6.10. Driveways. No asphalt or gravel driveways, walkways or sidewalks are permitted which serve only one LOT, and all driveways, sidewalks and walkways serving only one LOT must be constructed with concrete, stamped concrete or brick pavers unless otherwise approved by the APPROVING PARTY.

6.11. Easement Areas.

6.11.1. "Drainage and/or Utility Easements" means such easements on those portions of the SUBJECT PROPERTY so designated on any plat or any recorded easement for the installation and maintenance of utility and/or drainage facilities. Such easements are for the installation, maintenance, construction, and repair of drainage facilities, including, but not limited to, canals, pumps, pipes, inlets, and outfall structures and all necessary appurtenances thereto and underground utility facilities, including, but not limited to, power, telephone, sewer, water, gas, irrigation, lighting, and television transmission purposes. Within these easements, no improvement or other material shall be placed or permitted to remain or alteration made which:

6.11.1.1. May damage or interfere with the installation and maintenance of utilities without the prior written consent of the affected utility company and the APPROVING PARTY; provided, however, the installation of a driveway or sod shall not require the consent of the affected utility companies unless the APPROVING PARTY imposes such requirements; or

6.11.1.2. May materially damage the direction of flow or drainage channels in the easements or may materially obstruct or retard the flow of water through drainage channels in the easements without the prior written consent of the APPROVING PARTY and applicable governmental agencies.

The portions of the SUBJECT PROPERTY designated as Drainage and/or Utility Easements and all improvements thereon shall be maintained continuously by the owner of such portion of the SUBJECT PROPERTY, except as otherwise set forth on the plat or recorded easement or any other recorded instrument including this DECLARATION, and except for those improvements for which a public authority or utility company is responsible.

6.11.2. "Water Management and/or Retention Easements" means such easements on those portions of the SUBJECT PROPERTY so designated on any plat or any other recorded instrument for the storage of storm water and/or maintenance of adjacent water bodies. The PROPERTY subject to the Water Management and/or Retention Easements shall be maintained by the OWNER thereof in an ecologically sound condition for water retention, irrigation, drainage, and water management purposes in compliance with all applicable governmental requirements. DECLARANT, any PARCEL



ASSOCIATION, and the OWNERS shall have the right to use the Water Management and/or Retention Easements to drain surface water from their PROPERTY, COMMON AREAS, and PARCEL AREAS. No IMPROVEMENT shall be placed within a Water Management and/or Retention Easement other than sod unless approved in writing by the APPROVING PARTY. No OWNER shall do anything which shall adversely affect the surface water management system of the SUBJECT PROPERTY without the prior written consent of the APPROVING PARTY and all applicable governmental agencies.

6.12. Encroachments. If any portion of the COMMON AREAS encroaches upon any LOT; if any UNIT or other improvement encroaches upon any LOT or upon any portion of the COMMON AREAS; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the COMMON AREAS made by or with the consent of the COMMUNITY ASSOCIATION, (iv) any repair or restoration of any improvements (or any portion thereof) or any UNIT after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any UNIT or the COMMON AREAS; or (v) any non-purposeful or non-negligent act of an OWNER except as may be authorized by the BOARD, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

6.13. Exterior Changes, Alterations and Improvements. No OWNER or PARCEL ASSOCIATION shall make any IMPROVEMENT, without the prior written consent of the APPROVING PARTY, as required by Paragraph 5 of this DECLARATION.

6.14. Fences and Walls. Fences and walls shall not be permitted in the front of any UNIT. No fence or wall shall be installed without the consent of the APPROVING PARTY as to the location, height, type, and materials of the fence or wall. In approving any fence or wall, the APPROVING PARTY may give due consideration to such matters as easements, drainage, berms, or other physical characteristics of the applicable LOT or PROPERTY, and the effect of the fence or wall on the surrounding community. All fences and walls must be maintained in good condition at all times.

6.15. Firearms. The use or discharge of firearms, including but not limited to BB guns and pellet guns, is prohibited.

6.16. Garages. No garage shall be permanently enclosed, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage area, without the prior written consent of the APPROVING PARTY. All garage doors shall remain closed when not in use. If any garage is enclosed, the garage door shall not be removed and the enclosure shall be performed in a manner such that from the outside of the UNIT it appears the UNIT still contains a garage.

6.17. Garbage and Trash. Garbage, trash, refuse or rubbish shall be regularly picked up, shall not be permitted to unreasonably accumulate, and shall not be placed or dumped on any portion of the SUBJECT PROPERTY, including any COMMON AREA, not intended for such use, or on any property contiguous to the SUBJECT PROPERTY. Garbage, trash, refuse or rubbish that is required to be placed along any road or in any particular area in order to be collected may be so placed after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. Except when so placed for collection, all containers, dumpsters or garbage facilities shall be kept inside a UNIT or other area intended for such use which shall be fenced-in area and screened from view in a manner approved by the APPROVING PARTY and kept in a clean and sanitary condition. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. No noxious or offensive odors shall be permitted.

6.18. Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas, and shall be appropriately landscaped, as approved by the APPROVING PARTY so that they will be substantially concealed or hidden from any eye-level view from any street or adjacent property.

6.19. Hazardous Waste. No hazardous or toxic waste shall be disposed of within the SUBJECT PROPERTY, and there shall be no unlawful contamination of the soil or underground water supplies within the SUBJECT PROPERTY, and no any environmental law, rule, regulation, or ordinance shall be violated.

6.20. Lakes and Canals. No swimming or motor boating will be allowed in any lake or canal. No OWNER shall deposit or dump any garbage or refuse in any lake or canal within or contiguous to the SUBJECT PROPERTY. No OWNER shall install any improvement upon a LOT within 20 feet of any lake or canal without the prior written consent of the APPROVING PARTY, including but not limited to landscaping (other than grass), fences, walls, or any other improvements.

6.21. Landscaping. The initial landscaping of any UNIT, and any material modifications, additions, or substitutions thereof, must be approved by the APPROVING PARTY. The OWNER of each LOT containing a UNIT shall be required to maintain the landscaping on his LOT, and on any contiguous property between his LOT and the pavement edge of any abutting road or the waterline of any abutting lake or canal, and within any contiguous buffer area, all in accordance with the landscaping plans approved by the APPROVING PARTY, and in accordance with the provisions of this DECLARATION and the requirements of any controlling governmental authority. All such landscaping shall be maintained by the OWNER in first class condition and appearance and, as reasonably required, mowing, watering, trimming, fertilizing, and weed, insect and disease control shall be performed by the OWNER. Unless otherwise approved by the APPROVING PARTY in writing, underground sprinkler systems shall be installed, maintained and used to irrigate all landscaping on a LOT, or any PROPERTY owned by any PARCEL ASSOCIATION, or any other landscaping which the OWNER of the LOT or any PARCEL ASSOCIATION is required to maintain pursuant to this Paragraph. Any underground sprinkler system which utilizes water supplied by a well or other water supply that will leave rust deposits if untreated, shall utilize a rust inhibitor system approved by the APPROVING PARTY, so that rust deposits will not accumulate on any IMPROVEMENT including any wall, fence or paved area. All landscaped areas shall be primarily grass, and shall not be paved or covered with gravel or any artificial surface without the prior written consent of the APPROVING PARTY. All dead or diseased sod, plants, shrubs, trees, or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants, or other artificial vegetation shall be placed or maintained outside of a UNIT without the consent of the APPROVING PARTY.

6.22. Leases. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the COMMUNITY ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 3 months, and no UNIT OWNER may lease his UNIT more than 2 times in any consecutive 12 month period, without the consent of the APPROVING PARTY. Notwithstanding the foregoing, a UNIT OWNER may from time to time permit guests to occupy his UNIT, without consideration, provided the COMMUNITY ASSOCIATION is given prior written notice of such occupancy. Such guest occupancy shall not exceed 4 times in any consecutive 12 month period, without the consent of the APPROVING PARTY.

6.23. Mailboxes. No mailboxes are permitted without the consent of the APPROVING PARTY, except for mailboxes which are identical to mailboxes originally provided for the UNITS.

6.24. Maintenance. All UNITS and other IMPROVEMENTS existing within the SUBJECT PROPERTY at all times be maintained in first class condition and good working order, in a clean, neat and attractive manner, and in accordance with all applicable governmental requirements. Exterior maintenance, including painting, shall be periodically performed as reasonably necessary. Any OWNER intending to paint his UNIT or the other IMPROVEMENTS on this LOT shall obtain the consent of the APPROVING PARTY as to the color of the paint that will be used, which in any event shall be harmonious with other improvements within the SUBJECT PROPERTY. No unsightly peeling of paint or discoloration of same, mildew, rust deposits, dirt, or deterioration shall be permitted to accumulate on any UNIT or other IMPROVEMENT. All roads, streets, parking areas, sidewalks, driveways, and other paved or hard-surfaced areas intended for use by vehicular or pedestrian traffic shall be cleaned and kept free of debris; and damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

6.25. Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or which shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times.

6.26. Occupancy. No UNIT shall be permanently occupied by more than two (2) persons for each bedroom in the UNIT. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the SUBJECT PROPERTY.

6.27. Outside Antennas and Flag Poles. No outside antennas or signal-receiving or sending dishes or devices are permitted which are visible from the exterior of a UNIT without the prior written consent of the APPROVING PARTY, except for digital satellite dishes not exceeding 18" in diameter which are located in the rear of the home on the LOT and not visible from adjoining streets or LOTS. No flag poles are permitted without the consent of the APPROVING PARTY.

6.28. Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT or a fenced or a walled-in yard, except for tasteful patio furniture and accessories, Bar-B-Q grills, playground equipment approved by the APPROVING PARTY, and other personal property commonly kept outside, which must be kept in the rear of the LOT and must be neat appearing and in good condition.

6.29. Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. As regards cats and dogs, only 2 such pets are permitted in any UNIT except with the written consent of the APPROVING PARTY, which may be granted or withheld in the APPROVING PARTY's discretion. No pit bull terriers are permitted without the consent of the APPROVING PARTY, which may be withheld in its sole discretion. In any event, only dogs and cats will be permitted outside of the permanently enclosed air conditioned living space of a UNIT, and no pet other than a cat or dog shall be permitted outside of such portion of a UNIT, including but not limited to any screened in porch or patio, without the consent of the APPROVING PARTY. No dog shall be kept outside of a UNIT, or in any screened-in porch or patio, unless someone is present in the UNIT. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. Any pet must not be an unreasonable nuisance or annoyance to the other residents of the SUBJECT PROPERTY. Any resident shall pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The APPROVING PARTY may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this Paragraph.

6.30. Portable Buildings. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any PROPERTY for storage or otherwise, without the prior written consent of the APPROVING PARTY.

6.31. Roofs for Porches, Patios or Additions. Any roof or ceiling on any porch, patio, or other addition to any UNIT must be approved by the APPROVING PARTY, and in any event must be of the same type and color as the existing roof on the UNIT, or an aluminum frame with a screen enclosure.

6.32. Signs. No sign shall be placed upon any LOT or other portion of the SUBJECT PROPERTY, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT, without the prior written consent of the APPROVING PARTY. In particular, no for sale, for rent, or open house signs, balloons, or the like are permitted. In the event any sign is installed on any LOT or on the exterior of any UNIT which violates this Paragraph, the APPROVING PARTY shall have the right to remove such sign without notice to the OWNER, and the removal shall not be deemed a trespass and the APPROVING PARTY shall not be liable to the OWNER for the removal or for any damage or loss to the sign.

6.33. Solar Collectors. Solar collectors are permitted, provided that the APPROVING PARTY shall have the right to approve the type and the specific location where solar collectors may be installed, provided that such determination does not impair the effective operation of the solar collectors.

6.34. Southwest Florida Water Management District ("SWFWMD") Requirements. The OWNERS shall comply with the following requirements of SWFWMD, which may be enforced by the Community ASSOCIATION or SWFWMD, and which shall not be amended without the consent of SWFWMD:

6.34.1. Each OWNER within the SUBJECT PROPERTY 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 SWFWMD.

6.34.2. No OWNER within the SUBJECT PROPERTY may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the SUBJECT PROPERTY, unless prior approval is received from SWFWMD.

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

6.34.4. SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the ASSOCIATION to compel it to correct any outstanding problems with the surface water management facilities.

6.34.5. If the ASSOCIATION ceases to exist, all of the OWNERS shall be jointly and severally responsible for the operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit for the SUBJECT

PROPERTY, unless and until an alternate entity assumes responsibility pursuant to the requirements of SWFWMD.

6.34.6. The ASSOCIATION shall allocate sufficient funds in its BUDGET for monitoring and maintenance of any wetland mitigation areas each year, until SWFWMD determines that the area(s) is successful in accordance with the Environmental Resource PERMIT.

6.35. Subdivision. No LOT shall be further subdivided if same would result in the creation of more LOTS than before such resubdivision, without the prior written consent of the APPROVING PARTY. Notwithstanding the foregoing, any LOT or portions of one or more LOT(s) may be conveyed to the OWNER(S) of contiguous LOT(s) in order to increase the size of the contiguous LOT(S), so long as any remaining portion of the divided LOT not so conveyed is independently useful for the construction of a UNIT that complies with the requirements of this DECLARATION. If all of any LOT is divided between the contiguous LOTS in order to increase the size of the contiguous LOTS, then the OWNERS of the divided LOT shall be required to divide among themselves the vote and ASSESSMENT responsibility of the divided LOT pursuant to an instrument recorded in the Public Records of the County where the SUBJECT PROPERTY is located and approved by the COMMUNITY ASSOCIATION.

6.36. Surface Water Management. No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written approval of the APPROVING PARTY and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the SUBJECT PROPERTY, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY in accordance with permits issued by controlling governmental authorities. In particular, no OWNER other than DECLARANT shall install any landscaping or place any fill on the OWNER's LOT which would adversely affect the drainage of any contiguous LOT.

6.37. Swimming Pools. No above-ground swimming pools, spas, or the like, shall be installed without the consent of the APPROVING PARTY.

6.38. Tree Removal. No trees shall be removed without the consent of the APPROVING PARTY.

6.39. Utility Services. All utility (including but not limited to electricity, telephone, water and sewer, and cable television services) lines, pipes, wires, equipment, boxes, and facilities (collectively "Utility Equipment") shall be installed underground, and no Utility Equipment shall be installed or be located above-ground on any LOT and/or COMMON AREA, with the exception of (i) Utility Equipment installed by any applicable governmental authority, (ii) Utility Equipment installed by or with the approval of DECLARANT or the COMMUNITY ASSOCIATION, and (iii) Utility Equipment installed by or for the primary supplier of any particular utility, and (iv) Utility Equipment installed above ground with the prior written consent of DECLARANT or the COMMUNITY ASSOCIATION. For purposes of this paragraph, the primary supplier of electricity is Florida Power & Light Company (FPL), the primary supplier of telephone service is Bell South, the primary supplier of water and sewer service is the applicable governmental agency or utility company providing same to the SUBJECT PROPERTY, and the primary supplier of cable television and related services will be any company supplying such services to the SUBJECT PROPERTY pursuant to a written contract with the COMMUNITY ASSOCIATION which specifically permits facilities to be constructed above ground.

6.40. Wells. No wells may be installed within the SUBJECT PROPERTY without the prior written consent of the APPROVING PARTY and the utility company supplying potable water to the SUBJECT PROPERTY.

6.41. Window Treatments. Window treatments shall consist of drapery, blinds, shutters, decorative panels, or other tasteful window covering, of the type customarily found in single family homes, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding 30 days after an OWNER or tenant first moves into a UNIT or when permanent window treatments are being cleaned or repaired.

6.42. Rules and Regulations. The COMMUNITY ASSOCIATION may adopt reasonable rules and regulations relating to the use and maintenance of the SUBJECT PROPERTY. Copies of such rules and regulations and amendments shall be furnished by the COMMUNITY ASSOCIATION to any OWNER or upon request.

6.43. Additional Restrictions. Nothing contained herein shall prohibit the OWNER of any PROPERTY from imposing restrictions upon such PROPERTY in addition to, or more restrictive than, the restrictions contained herein.

6.44. Exemption or Waiver. DECLARANT, so long as it owns any portion of the SUBJECT PROPERTY, shall have the right to exempt any PROPERTY from any or all of the restrictions contained in this DECLARATION in DECLARANT's sole discretion, by a written amendment or supplement to this DECLARATION. Any such exemption may not be modified or terminated, directly or indirectly, without the consent of the OWNER of the PROPERTY so exempted. In addition, the APPROVING PARTY shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any PROPERTY or UNIT where, in the discretion of the APPROVING PARTY, circumstances exist which justify such waiver or deviation. Any exemption or waiver may be subject to such conditions and restrictions as DECLARANT or the APPROVING PARTY may deem necessary, and the OWNER shall be required to comply with any such conditions or restrictions in connection with any waiver or deviation. In the event of any such exemption or waiver, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the APPROVING PARTY to enforce these restrictions or from insisting upon strict compliance with respect to all other PROPERTY and UNITS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Furthermore, any waiver or approval given by the APPROVING PARTY as to any matter shall not be deemed binding upon the APPROVING PARTY in the future, and shall not require the APPROVING PARTY to grant similar waivers or approvals in the future as to any other LOT or PROPERTY, or OWNER.

6.45. Responsibility for Maintenance and Compliance.

6.45.1. OWNERS. The OWNER of any PROPERTY shall be responsible for complying with all of the provisions of this Section with respect to such PROPERTY.

6.45.2. PARCEL ASSOCIATION. Each PARCEL ASSOCIATION shall be responsible for complying with all provisions of this Section with respect to all of the PROPERTY which is subject to the jurisdiction of the PARCEL ASSOCIATION, notwithstanding the fact that the OWNER of any portion of the PROPERTY may also be responsible for such compliance with respect to the PROPERTY owned by such OWNER.

6.45.3. Enforcement. In the event any OWNER or PARCEL ASSOCIATION fails to comply with any provision of this Section, the COMMUNITY ASSOCIATION shall have all rights of enforcement set forth in Paragraph 7, including, but not limited to, the right to perform any maintenance which any OWNER or PARCEL ASSOCIATION has failed to perform, and to assess the applicable OWNER or PARCEL ASSOCIATION for all costs and expenses incurred by the COMMUNITY ASSOCIATION in connection therewith.

6.45.4. Limitations. No OWNER or PARCEL ASSOCIATION shall maintain, repair and/or improve any PROPERTY for which the COMMUNITY ASSOCIATION has the responsibility and duty for maintenance without the prior written consent of the COMMUNITY ASSOCIATION.

6.46. Exceptions. The foregoing use and maintenance restrictions shall not apply to DECLARANT, or to any portion of the SUBJECT PROPERTY while owned by DECLARANT, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the SUBJECT PROPERTY and the construction of any UNITS and other IMPROVEMENTS thereon, or any activity associated with the sale or leasing of any UNITS within the SUBJECT PROPERTY, by DECLARANT or by any PARCEL DEVELOPER, or any activity associated with the construction, sale or leasing of any UNITS within any other property owned by DECLARANT or any PARCEL DEVELOPER or any affiliate of DECLARANT or any PARCEL DEVELOPER. In addition, DECLARANT shall have the right to exempt any other builder or developer from any of the foregoing use and maintenance restrictions. Specifically, and without limitation, DECLARANT and any PARCEL DEVELOPER shall have the right to, and any other builder or developer who is exempted from the foregoing restrictions by DECLARANT shall have the right to: (i) construct any UNITS or IMPROVEMENTS within the SUBJECT PROPERTY, and make any additions, alterations, improvements, or changes thereto, (ii) maintain sales, leasing, general office and construction operations on any LOT, for use in connection with the SUBJECT PROPERTY or any other property; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any portion of the SUBJECT PROPERTY for sales, leasing, general office, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction activities; and (v) post, display, inscribe or affix to the exterior of a UNIT or upon any portion of the SUBJECT PROPERTY, signs and other materials used in developing, constructing, selling, leasing, or promoting any portion of the SUBJECT PROPERTY or any other property.

## 7. COLLECTION OF ASSESSMENTS, DEFAULT AND ENFORCEMENT.

### 7.1. Monetary Defaults and Collection of ASSESSMENTS.

7.1.1. Late Fees and Interest. If any OWNER is in default in the payment of any ASSESSMENT for more than ten (10) days after same is due, or if any OWNER or PARCEL ASSOCIATION is in default in the payment of any other moneys owed to the COMMUNITY ASSOCIATION for a period of more than ten (10) days after written demand by the COMMUNITY ASSOCIATION, or if any check for any ASSESSMENT or any other monies owed to the COMMUNITY ASSOCIATION is dishonored, the COMMUNITY ASSOCIATION shall have the right to charge the applicable OWNER or PARCEL ASSOCIATION a late or bad check fee of ten percent (10%) of the amount due, or \$25.00, whichever is greater, plus interest at the highest rate permitted by law on the amount owed to the COMMUNITY ASSOCIATION from and after said ten (10) day period.

7.1.2. Acceleration of ASSESSMENTS. In addition, if any OWNER is in default in the payment of any ASSESSMENT or any other moneys owed to the COMMUNITY ASSOCIATION, for more than ten (10) days after written demand by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the

COMMUNITY ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or all other ASSESSMENTS and moneys payable to the COMMUNITY ASSOCIATION.

7.1.3. Collection. In the event any OWNER or PARCEL ASSOCIATION fails to pay any ASSESSMENT or other moneys due to the COMMUNITY ASSOCIATION within ten (10) days after written demand, the COMMUNITY ASSOCIATION may take any action deemed necessary in order to collect such ASSESSMENTS or moneys including, but not limited to, retaining the services of a collection agency or attorney to collect such ASSESSMENTS or moneys, initiating legal proceedings for the collection of such ASSESSMENTS or moneys, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action, and the OWNER or PARCEL ASSOCIATION shall be liable to the COMMUNITY ASSOCIATION for all costs and expenses incurred by the COMMUNITY ASSOCIATION incident to the collection of any ASSESSMENT or other moneys owed to it, and the enforcement and/or foreclosure of any lien for same, including reasonable attorneys' fees whether or not incurred in legal proceedings, and all sums paid by the COMMUNITY ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the COMMUNITY ASSOCIATION's lien. The COMMUNITY ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any ASSESSMENTS or monies owed to it, and if the COMMUNITY ASSOCIATION becomes the OWNER of any PROPERTY by reason of such foreclosure, it shall offer such PROPERTY for sale within a reasonable time and shall deduct from the proceeds of such sale all ASSESSMENTS or moneys due it. All payments received by the COMMUNITY ASSOCIATION on account of any ASSESSMENTS or moneys owed to it by any OWNER or PARCEL ASSOCIATION shall be first applied to payments and expenses incurred by the COMMUNITY ASSOCIATION, then to interest, then to any unpaid ASSESSMENTS or moneys owed to the COMMUNITY ASSOCIATION in the inverse order that the same were due.

7.1.4. Lien for ASSESSMENT and Moneys Owed to COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have a lien on all PROPERTY owned by any OWNER, for any unpaid ASSESSMENTS (including any ASSESSMENTS which are accelerated pursuant to this DECLARATION) or other moneys owed to the COMMUNITY ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the COMMUNITY ASSOCIATION incident to the collection of the ASSESSMENTS and other moneys, or enforcement of the lien, and for all sums advanced and paid by the COMMUNITY ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the COMMUNITY ASSOCIATION's lien. To protect its lien against the holder of a first mortgage, the COMMUNITY ASSOCIATION may record a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located, stating the description of the PROPERTY, the name of the OWNER which owns the PROPERTY, the amount and due dates of any unpaid ASSESSMENTS then due to the COMMUNITY ASSOCIATION, and any other monies then owed to the COMMUNITY ASSOCIATION by the OWNER of the PROPERTY. The claim of lien shall relate back to the date of the recording of this DECLARATION, and shall be in effect until all sums secured by it, and all monies owed by the applicable OWNER to the COMMUNITY ASSOCIATION from and after the recording of the claim of lien, have been fully paid, except that any claim of lien for ASSESSMENTS or DEFICITS owed by any PARCEL DEVELOPER shall not affect any LOT that contains a completed residence and which was conveyed by the PARCEL DEVELOPER in a bona fide transaction prior to the recording of the claim of lien. The claim of lien must be signed and acknowledged by an officer or agent of the COMMUNITY ASSOCIATION. Upon payment in full of all monies owed to the COMMUNITY ASSOCIATION, the PERSON making the payment is entitled to a satisfaction of the lien.



7.1.5. Transfer of PROPERTY after ASSESSMENT. The COMMUNITY ASSOCIATION's lien shall not be affected by the sale or transfer of any PROPERTY, and in the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all ASSESSMENTS, interest, and other costs and expenses owed to the COMMUNITY ASSOCIATION which are attributable to any PROPERTY purchased by or transferred to such new OWNER.

7.1.6. Subordination of the Lien to Mortgages. The lien of the COMMUNITY ASSOCIATION for ASSESSMENTS or other moneys shall be subordinate and inferior to the lien of any first mortgage recorded prior to the actual date of the recording of a Claim of Lien (without taking into account the relation back to the date of recording of this DECLARATION) by the COMMUNITY ASSOCIATION. The sale or transfer of any PROPERTY by the foreclosure of a first mortgage or by deed in lieu thereof, shall extinguish the lien of the COMMUNITY ASSOCIATION as to any ASSESSMENT, interest, expenses or other moneys owed to the COMMUNITY ASSOCIATION which became due prior to such sale or transfer, unless a Claim of Lien for same was recorded prior to the recording of the mortgage, and neither the mortgagee, nor any purchaser at a foreclosure sale, nor their grantees or successors, shall be responsible for said payments, but they shall be liable for any ASSESSMENTS due after such sale or transfer. If the COMMUNITY ASSOCIATION's lien or its rights to any lien for any such ASSESSMENTS, interest, expenses or other moneys owed to the COMMUNITY ASSOCIATION by any OWNER is extinguished as aforesaid, such sums shall thereafter be COMMON EXPENSES, collectible from all OWNERS including such acquirer, and its successors and assigns.

7.1.7. No Set-Offs. No OWNER shall have the right to set-off or reduce any ASSESSMENTS for COMMON EXPENSES by any claims that such OWNER may have or may claim to have against the COMMUNITY ASSOCIATION or against DECLARANT or any PARCEL DEVELOPER.

7.1.8. Exception for DECLARANT. Notwithstanding the foregoing, DECLARANT shall not be liable for any interest or late fees for any ASSESSMENTS or other funds owed to the COMMUNITY ASSOCIATION, and the COMMUNITY ASSOCIATION shall not have a lien against any property for any ASSESSMENTS or other monies owed to the COMMUNITY ASSOCIATION by DECLARANT.

7.1.9. Suspension of Voting Rights. The COMMUNITY ASSOCIATION may suspend the voting rights of any OWNER other than DECLARANT or any PARCEL DEVELOPER for the nonpayment of regular ASSESSMENTS for COMMON EXPENSES that are delinquent for more than 90 days.

7.2. Non-Monetary Defaults. In the event of a violation by any OWNER or any tenant of an OWNER, or any person residing with them, or their guests or invitees, or by any PARCEL ASSOCIATION (other than the nonpayment of any ASSESSMENT or other moneys) of any of the provisions of this DECLARATION, or of the ARTICLES or BYLAWS, the COMMUNITY ASSOCIATION shall notify the OWNER (and where applicable any tenant of the OWNER) or PARCEL ASSOCIATION of the violation, by written notice. If (i) such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or (ii) the violation is not capable of being cured within such seven (7) day period and the OWNER or tenant, or PARCEL ASSOCIATION, fails to commence and diligently proceed to completely cure as soon as practicable such violation within seven (7) days after written notice by the COMMUNITY ASSOCIATION, then the COMMUNITY ASSOCIATION may, at its option:

7.2.1. Fine the OWNER or tenant, or PARCEL ASSOCIATION, as provided below and/or suspend, for a reasonable period of time, the rights of the OWNER and anyone residing in the OWNER's UNIT, and their guests, and invitees, to use the COMMON AREAS (but such suspension shall not impair

the right of an OWNER or tenant to have vehicular and pedestrian access to and from the OWNER'S UNIT); and/or

7.2.2. Commence an action to enforce the performance on the part of the OWNER or PARCEL ASSOCIATION, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

7.2.3. Commence an action to recover damages; and/or

7.2.4. Take any and all action reasonably necessary to correct such failure, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this DECLARATION; and/or

7.2.5. Record a "notice of violation" in the public records of the county in which the SUBJECT PROPERTY is located, which shall describe the legal description of the applicable PROPERTY owned by the OWNER, the OWNER's name, and the nature of the violation, and shall be signed by an officer or agent of the COMMUNITY ASSOCIATION. If recorded, such notice of violation shall be released when the violation is cured and the applicable OWNER pays any costs or expenses due to the COMMUNITY ASSOCIATION in connection with the violation and the recording of the notice of violation.

All expenses incurred by the COMMUNITY ASSOCIATION in connection with the enforcement of this DECLARATION action against any OWNER or PARCEL ASSOCIATION, including reasonable attorneys' fees whether or not incurred in legal proceedings, shall be assessed against the applicable OWNER or PARCEL ASSOCIATION, and shall be due upon written demand by the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located.

7.2.6. If 10% or more of the OWNERS within any PARCEL, or any committee thereof, desire to retain a lawyer or commence legal proceedings to enforce this DECLARATION against any other OWNER within the PARCEL other than DECLARANT or any PARCEL DEVELOPER, and if the COMMUNITY ASSOCIATION does not agree to do so as a COMMON EXPENSE, then upon the approval of a majority of the OWNERS within the PARCEL appearing at a special meeting called for such purpose, the COMMUNITY ASSOCIATION shall enforce this DECLARATION against such OWNER as a PARCEL EXPENSE.

### 7.3. Fines and Suspensions.

7.3.1. The amount of any fine shall not exceed any amount as is permitted by law. Notwithstanding the foregoing, if any violation of this DECLARATION or the Rules and Regulations is of a continuing nature, and if the PARCEL ASSOCIATION, OWNER or tenant fails to cure any continuing violation within 30 days after written notice of such violation, or if such violation is not capable of being cured within such 30 day period, if the PARCEL ASSOCIATION, OWNER or tenant fails to commence action reasonably necessary to cure the violation within such 30 day period or shall thereafter fail to diligently proceed to cure the violation as soon as is reasonably practical, in addition

to the initial fine a daily fine may be imposed until the violation is cured in an amount not to exceed \$10.00 per day, to the extent not prohibited by law.

7.3.2. Prior to imposing any suspension or fine, the PARCEL ASSOCIATION, OWNER or tenant shall be given written notice of the fact that the COMMUNITY ASSOCIATION is considering the imposition of the suspension or fine, including (i) a statement of the provisions of the DECLARATION, BYLAWS or Rules and Regulations which have allegedly been violated, (ii) the proposed length of the suspension or amount of the fine, and (iii) the right of the PARCEL ASSOCIATION, OWNER or tenant to request a hearing by written request to the COMMUNITY ASSOCIATION within 14 days after the COMMUNITY ASSOCIATION's notice. If the PARCEL ASSOCIATION, OWNER or tenant desires a hearing, they must so notify the COMMUNITY ASSOCIATION in writing within 14 days after the COMMUNITY ASSOCIATION's notice, and in that event a hearing shall be held in accordance with applicable law upon not less than 14 days written notice to the PARCEL ASSOCIATION, OWNER or tenant. At the hearing, the PARCEL ASSOCIATION, OWNER or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and the suspension or fine previously imposed may be approved, disapproved or modified. If the PARCEL ASSOCIATION, OWNER or tenant fails to timely request a hearing, or fails to attend the hearing, the proposed fine or suspension set forth in the COMMUNITY ASSOCIATION's notice shall be deemed imposed.

7.3.3. Any fine imposed shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after the decision at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable.

7.3.4. The BOARD may, and to the extent required by law shall, delegate the right to impose suspension or fines, set the amount thereof, and/or conduct hearings pursuant to this paragraph, to a Committee of the COMMUNITY ASSOCIATION.

7.3.5. Notwithstanding the foregoing, the COMMUNITY ASSOCIATION shall not have the right to impose any fine against DECLARANT, or any PARCEL DEVELOPER, or any other builder or developer of any portion of the SUBJECT PROPERTY.

7.4. Negligence. An OWNER shall be liable and may be assessed by the COMMUNITY ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, to the extent otherwise provided by law and to the extent that such expense is not met by the proceeds of insurance carried by the COMMUNITY ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a LOT or UNIT, or the COMMON AREAS.

7.5. Responsibility of an OWNER for Occupants, Tenants, Guests, and Invitees. To the extent otherwise provided by law, each OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the COMMON AREAS or any personal property owned by the COMMUNITY ASSOCIATION, or any liability to the COMMUNITY ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the COMMUNITY ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, or the BYLAWS, by any resident of any UNIT, or any guest or invitee of an OWNER or any resident of a UNIT,

shall also be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

7.6. Right of COMMUNITY ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any UNIT or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, or the BYLAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the COMMUNITY ASSOCIATION, then upon written notice by the COMMUNITY ASSOCIATION such person shall be required to immediately leave the SUBJECT PROPERTY and if such person does not do so, the COMMUNITY ASSOCIATION is authorized to commence an action to evict such tenant or compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable OWNER, and the COMMUNITY ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the COMMUNITY ASSOCIATION.

7.7. No Waiver. The failure of the COMMUNITY ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the COMMUNITY ASSOCIATION to enforce such right, provision, covenant or condition in the future.

7.8. Rights Cumulative. All rights, remedies and privileges granted to the COMMUNITY ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the COMMUNITY ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

7.9. Enforcement Against other Persons. In addition to the foregoing, this DECLARATION may be enforced by DECLARANT, or the COMMUNITY ASSOCIATION, by any procedure at law or in equity against any PERSON violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION shall be borne by the PERSON against whom enforcement is sought, provided such proceeding results in a finding that such PERSON was in violation of this DECLARATION. In addition to the foregoing, any PARCEL ASSOCIATION or OWNER shall have the right to bring an action to enforce this DECLARATION against any PERSON violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no PARCEL ASSOCIATION or OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any PERSON, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

7.10. Certificate as to Unpaid ASSESSMENTS or Default. Within 15 days after written request by any OWNER or INSTITUTIONAL LENDER holding or making a mortgage encumbering any PROPERTY, the COMMUNITY ASSOCIATION shall provide such OWNER or INSTITUTIONAL LENDER with a written certificate as to whether or not the OWNER, and any applicable PARCEL ASSOCIATION having jurisdiction over the OWNER's PROPERTY, is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION.

Any person who relies on such certificate in purchasing or making a mortgage encumbering any PROPERTY shall be protected thereby.

7.11. Enforcement of Obligations of COMMUNITY ASSOCIATION. DECLARANT, regardless of whether or not it is a member of the COMMUNITY ASSOCIATION, and any controlling governmental authority, shall have the right to enforce the obligations of the COMMUNITY ASSOCIATION to properly maintain and operate any property as required by this DECLARATION, and in the event the COMMUNITY ASSOCIATION defaults with respect to any of its obligations to operate or maintain any property, and does not commence and diligently proceed to cure such default as soon as is reasonably practical and in any event within 10 days after demand by DECLARANT or any controlling governmental authority, DECLARANT or such controlling governmental authority shall have the right to perform such maintenance and in that event all reasonable costs and expenses incurred by DECLARANT or such governmental authority, plus interest at the highest rate permitted by law, shall be paid by the COMMUNITY ASSOCIATION, plus any costs, expenses, and attorney's fees incurred in connection with the enforcement of the COMMUNITY ASSOCIATION's duties and obligations hereunder or the collection of any such sums. DECLARANT or the controlling governmental authority shall have the right to collect such sums from the OWNERS and in connection therewith shall have all enforcement rights granted to the COMMUNITY ASSOCIATION in connection with the collection of said moneys, including but not limited to all lien rights provided by this DECLARATION. In addition, the duties and obligations of the COMMUNITY ASSOCIATION may be enforced by any UNIT OWNER through appropriate legal proceedings.

#### 8. SPECIAL PROVISIONS REGARDING CABLE TELEVISION AND OTHER SERVICES.

8.1. The APPROVING PARTY shall have the right to enter into agreement(s) with one or more companies (a "Service Provider") to install, maintain, and provide cable television, home monitoring, internet, communication, entertainment, telephone, electricity and/or other utilities, pest control, pool maintenance, or other services to the UNITS within the SUBJECT PROPERTY, on such terms and conditions as the APPROVING PARTY may reasonably desire, provided however that the charges for services provided by any such Service Provider shall not be unreasonable compared to charges of other companies providing similar services in the county in which the SUBJECT PROPERTY is located. Any such agreement may grant the Service Provider appropriate easements and/or the right to use portions of the COMMON AREAS, as may be necessary or convenient in connection with the providing of such services. Any Service Provider may be a subsidiary or affiliate of DECLARANT or a company having the same or similar ownership and/or control as DECLARANT. Any such agreement may require each UNIT OWNER to subscribe for, at a minimum, basic services offered by the Service Provider, such as basic cable television, home monitoring, and high speed internet service, and to pay such services as a COMMON EXPENSE, either directly to the Service Provider, or to the COMMUNITY ASSOCIATION, as may be provided in the agreement. Notwithstanding the foregoing, if any such services are not applicable to particular LOTS (for example pool maintenance service is not applicable to a UNIT which does not have a pool) then the cost for such services shall only be assessed to the OWNERS of LOTS for which the service applies. Any agreement may also give the UNIT OWNERS the option to subscribe to additional services in addition to the basic services for an additional fee to be determined by the Service Provider providing such services from time to time.

8.2. In addition to the rights set forth above, the APPROVING PARTY shall have the right to approve one or more Service Providers for any type of service to be provided to the OWNERS, in order to limit the number of different Service Providers that will have access into the SUBJECT PROPERTY, and in that event no OWNER may contract for such services for the OWNER's LOT or UNIT with any Service Provider other than an approved service provider(s).

**ALL UNIT PURCHASERS ARE HEREBY PLACED ON NOTICE THAT THEIR ASSESSMENTS MAY INCLUDE BASIC CABLE, HOME MONITORING, INTERNET SERVICES, PEST CONTROL SERVICES, OR OTHER SERVICES PROVIDED BY THE DECLARANT OR A COMPANY RELATED TO DECLARANT.**

9. DEDICATIONS. DECLARANT, each PARCEL DEVELOPER, and the COMMUNITY ASSOCIATION (with the consent of DECLARANT so long as DECLARANT owns any portion of the SUBJECT PROPERTY) shall have the right to dedicate, grant or convey any portion of the SUBJECT PROPERTY owned by them, or any interest or easement therein, to any governmental or quasi-governmental agency or private, public utility company, community development district, or to any PARCEL ASSOCIATION or any other non-profit corporation. In addition DECLARANT, so long as it owns any portion of the SUBJECT PROPERTY, shall have the right to direct the COMMUNITY ASSOCIATION to likewise dedicate, grant or convey any COMMON AREA, or any interest or easement in any COMMON AREA, whereupon the COMMUNITY ASSOCIATION shall execute such documents as will be necessary to effectuate such dedication. Any PROPERTY which is conveyed to any governmental or quasi-governmental agency or private or public utility company shall not be subject to the covenants and restrictions contained within this DECLARATION, unless the instrument so conveying such PROPERTY specifically provides that same is subject to this DECLARATION.

10. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION, unless within such time, 100% of all the OWNERS vote to terminate this DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until 2/3 of all the OWNERS vote to terminate this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date an instrument of termination is recorded in the public records of the county in which the SUBJECT PROPERTY is located, which shall be executed by the president of the COMMUNITY ASSOCIATION and by all of the directors, who shall certify that the requisite number of OWNERS voted to terminate this DECLARATION as required herein, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by DECLARANT so long as DECLARANT owns any PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT. Notwithstanding anything contained herein to the contrary, this DECLARATION may not be terminated unless the instrument of termination is joined in by the applicable water management district, or any successor controlling governmental authorities. The COMMUNITY ASSOCIATION shall also have the right to file a notice extending the provisions of this DECLARATION in accordance with the marketable record title provisions of the Florida Statutes.

11. AMENDMENT.

11.1. Approval of Amendments. This DECLARATION may be amended as follows:

11.1.1. By either (i) the unanimous vote of the directors of the COMMUNITY ASSOCIATION, and by the vote of the OWNERS entitled to cast 2/3 of the votes present in person or by proxy at a meeting called to approve the amendment, without any quorum requirement; or (ii) the vote of OWNERS entitled to cast 2/3 of the votes of all the OWNERS.

11.1.2. Notwithstanding the foregoing, if any provision of this DECLARATION requires more than a 2/3 vote of all the OWNERS to approve any action, such provision may not be amended to require a lesser vote, or deleted, without the number of votes required to approve such action.

11.1.3. In addition, so long as DECLARANT owns any PROPERTY, this DECLARATION may be amended from time to time, by DECLARANT and without the consent of the COMMUNITY ASSOCIATION, or any OWNER or any other person or entity whatsoever except as set forth herein, and no amendment may be made by the OWNERS without the written joinder of DECLARANT. Such right of DECLARANT to amend this DECLARATION shall specifically include, without limitation, (i) the right to add any property owned by DECLARANT to, or delete any property from, the SUBJECT PROPERTY, provided that any such amendment shall require the joinder of the owners of such property or any portion thereof if the owners are different than DECLARANT, and (ii) the right to make any amendment required by any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans encumbering the UNITS, or required by any governmental authority. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

11.1.4. After DECLARANT no longer owns any PROPERTY, this DECLARATION may be amended upon the unanimous consent of the PARCEL DEVELOPERS and without the consent of the COMMUNITY ASSOCIATION, or any other OWNERS, if such amendment is made to conform to the requirements of any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans encumbering the UNITS, or is required by any governmental authority. Furthermore after DECLARANT no longer owns any PROPERTY, no amendment may be made by the OWNERS without the written joinder of any PARCEL DEVELOPER owning more than 20 LOTS.

11.2. Recording. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS, such amendment shall contain a certification by the President and Secretary of the COMMUNITY ASSOCIATION that the amendment was duly adopted.

11.3. Discrimination. No amendment shall discriminate against any OWNER, or class or group of OWNERS, unless the OWNERS so affected approve the amendment. No amendment shall change the number of votes of any OWNER or increase any OWNER's proportionate share of the COMMON EXPENSES, unless the OWNERS of the PROPERTY affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

11.4. Approval of Water Management District. Notwithstanding anything contained herein to the contrary, any amendment to this DECLARATION which would affect the surface water management system, including the water management portions of the COMMON AREAS, must have the prior approval of the applicable water management district.

## 12. RIGHTS OF INSTITUTIONAL LENDERS.

12.1. Notice of Action. Upon written notice to the COMMUNITY ASSOCIATION by any INSTITUTIONAL LENDER holding, insuring or guaranteeing a mortgage encumbering any PROPERTY or UNIT, identifying the name and address of the INSTITUTIONAL LENDER and the PROPERTY or UNIT encumbered by such mortgage, any such INSTITUTIONAL LENDER will be entitled to timely written notice of:

12.1.1. Any condemnation or casualty loss that affects either a material portion of the SUBJECT PROPERTY or the PROPERTY or UNIT securing its mortgage.

12.1.2. Any 60-day default in the payment of ASSESSMENTS or charges owed to the COMMUNITY ASSOCIATION or in the performance of any obligation hereunder by the OWNER of the PROPERTY or UNIT on which it holds the mortgage.

12.1.3. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the COMMUNITY ASSOCIATION.

12.1.4. Any proposed action that requires the consent of a specified percentage of mortgage holders.

12.2. Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any PROPERTY or UNIT is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the COMMUNITY ASSOCIATION, or to any other matter relating to the SUBJECT PROPERTY, the COMMUNITY ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the COMMUNITY ASSOCIATION), which response must be received by the COMMUNITY ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the COMMUNITY ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the COMMUNITY ASSOCIATION, which affidavit, where necessary may be recorded in the public records of the county where the SUBJECT PROPERTY is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

12.3. Payment of Taxes and Insurance. Any INSTITUTIONAL LENDER may pay any taxes or assessments owed to any governmental authority by the COMMUNITY ASSOCIATION which are in default, or any overdue insurance premiums for insurance required to be purchased by the COMMUNITY ASSOCIATION pursuant to this DECLARATION, or may secure new insurance upon the lapse of a policy, and shall be owed immediate reimbursement therefor from the COMMUNITY ASSOCIATION plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

### 13. COMMUNITY DEVELOPMENT DISTRICT OR SPECIAL TAXING DISTRICT.

13.1. DECLARANT, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, reserves the right to finance the construction and/or maintenance of certain subdivision improvements, common areas, and infrastructure within or serving the SUBJECT PROPERTY, including but not limited to roads, paving, drainage systems and facilities, sewer and water facilities, entrance facilities and/or features, and recreational facilities, by means of bond or other financing through an existing or newly created governmental or quasi-governmental authority, including but not limited to a community development district in accordance with Chapter 190, Florida Statutes, or a special taxing district. In connection therewith, any or all of the costs of same, and any costs associated therewith, including



but not limited to the costs of establishing and operating the applicable district, the costs of obtaining the financing, any administrative expenses, legal fees, principal and interest charges required for the repayment of the bonds or financing, and the like, and the costs of operating and maintaining improvements by the district, may be assessed to the OWNERS by means of an ad-valorem or non-ad-valorem assessment that will appear on the real estate tax bill issued by the County where the SUBJECT PROPERTY is located.

13.2. THE COMMUNITY DEVELOPMENT DISTRICT OR SPECIAL TAXING DISTRICT, IF CREATED, MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON ALL OR PORTIONS OF THE SUBJECT PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICTS. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

13.3. Approval Rights to Amendments. No amendment of this DECLARATION which would affect a community development district's or special taxing district's obligations, property interests, facilities or improvements located within the SUBJECT PROPERTY shall be effective unless agreed to in writing by such community development district or special taxing district.

13.4. The COMMUNITY ASSOCIATION may enter into an agreement with any community development district or special taxing district to maintain any property or interest in any property owned by the community development district or special taxing district, on such terms and conditions as the COMMUNITY ASSOCIATION and any community development district or special taxing district may determine.

#### 14. MISCELLANEOUS.

14.1. DECLARANT Easement for Utilities. DECLARANT reserves and shall have a perpetual non-exclusive easement over, upon and under all platted road right-of ways, all platted utility easements, and all paved roads (whether or not platted), within the SUBJECT PROPERTY and any COMMON AREAS, for the purpose of installing, maintaining, and providing cable television, security, computer, telephone, electric, and any other communication or utility services for the UNITS within the SUBJECT PROPERTY. DECLARANT further reserves the right to provide any or all of the foregoing services to the UNITS within the SUBJECT PROPERTY, and may enter into contracts with the COMMUNITY ASSOCIATION to provide such services, provided the charges for any such services provided by DECLARANT or any assignee of DECLARANT shall be comparable to the rates charged by other companies on an individual basis.

14.2. Damage or Destruction. In the event any existing UNITS are damaged or destroyed, such damaged or destroyed UNITS shall continue to be deemed UNITS for purposes of assessments, voting and use rights, unless and until all the PROPERTY owned in conjunction with the UNITS is developed with a different number of UNITS than existed prior to such damage or destruction, and the COMMUNITY ASSOCIATION is so notified in writing. Thereafter, the number of UNITS assigned to such PROPERTY will be changed to equal the number of UNITS then existing within such PROPERTY. Notwithstanding the foregoing, in the event any PROPERTY is submitted to the condominium form of ownership, such PROPERTY shall be deemed to contain the number of UNITS provided in the respective declaration of condominium, as amended from time to time, unless and until the declaration of condominium is amended to provide for a different number of UNITS within the condominium, and a copy of the amended declaration of condominium is delivered to the COMMUNITY ASSOCIATION.

14.3. Conflict With ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control. In the event of any conflict between this DECLARATION and any other PARCEL DECLARATION or other declaration affecting only a portion of the SUBJECT PROPERTY, the terms of this DECLARATION shall control.

14.4. PARCEL ASSOCIATION. Nothing contained herein shall be deemed to restrict or limit the right of DECLARANT, any PARCEL DEVELOPER, or any other OWNER of all or any portion of the SUBJECT PROPERTY to declare additional restrictions with respect to such PROPERTY, or to create any PARCEL ASSOCIATION to enforce such additional restrictions and assess the OWNERS subject to such additional restrictions for any purpose.

14.5. Authority of COMMUNITY ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

14.6. Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

14.7. Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

14.8. 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 BYLAWS, may be assigned by DECLARANT, in whole or in part, as to all or any portion of the SUBJECT PROPERTY, to any person or entity pursuant to an assignment recorded in the public records of the county in which the SUBJECT PROPERTY is located. Any partial assignee of any of the rights of DECLARANT shall not be deemed the DECLARANT, and shall have no other rights, privileges or options other than as are specifically assigned. 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.

14.9. Performance of COMMUNITY 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 COMMUNITY ASSOCIATION, and in connection therewith to reduce the budget of the COMMUNITY ASSOCIATION and the ASSESSMENTS for COMMON EXPENSES payable by the OWNERS, 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.

14.10. Property Owned by DECLARANT. For purposes of this DECLARATION, any property owned and any mortgage held by any subsidiary of DECLARANT, or the parent corporation of DECLARANT, or any subsidiary of such parent, shall be deemed owned or held by DECLARANT.

14.11. Exempt Property. Notwithstanding anything to the contrary contained in this DECLARATION, any portion of the SUBJECT PROPERTY which is owned by any governmental or quasi-governmental authority, or utility company, and which does not contain a UNIT, shall be exempt from all of the provisions of this DECLARATION, and all annual assessments, special assessments, extraordinary special assessments and fines that may be levied by the COMMUNITY ASSOCIATION or any PARCEL ASSOCIATION.

14.12. Inapplicability of Condominium Act. It is acknowledged that the COMMUNITY ASSOCIATION is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

14.13. Actions Against DECLARANT. In the event the COMMUNITY ASSOCIATION or any OWNER desires to make any claim against DECLARANT, whether for money damages or otherwise, the COMMUNITY ASSOCIATION or the OWNER, as the case may be, shall give DECLARANT written notice of such claim, which notice shall state the nature of the claim, the amount of the claim, and shall request DECLARANT to elect to arbitrate such claim pursuant to such paragraph. DECLARANT shall have the right to require such claim to be submitted to binding arbitration in accordance with the rules of the American Arbitration Association then obtaining by written notice delivered to the COMMUNITY ASSOCIATION or the OWNER, as applicable, within 30 days after receipt of the foregoing notice, and if DECLARANT so elects, then such claim must be submitted to binding arbitration by the COMMUNITY ASSOCIATION or the OWNER. The result of such arbitration shall be specifically enforceable under the laws of the State of Florida. Any award or decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with the applicable laws of the State of Florida. In any event, the COMMUNITY ASSOCIATION shall not commence any arbitration or legal proceedings on its behalf or on behalf of the OWNERS against DECLARANT, or spend any funds in connection with any such proceedings, without a 75% vote of all the OWNERS. In connection with the foregoing, no PARCEL ASSOCIATION shall consent to the foregoing actions unless such consent is approved by 75% of the votes of all the members of the PARCEL ASSOCIATION obtained at a special meeting of the PARCEL ASSOCIATION called expressly for the purpose of approving such action. In no event may reserve funds be used to pay any attorney's fees of the COMMUNITY ASSOCIATION without the consent of 90% of the OWNERS.

14.14. Sale and Development Easement. As long as DECLARANT or any PARCEL DEVELOPER owns any PROPERTY, DECLARANT or such PARCEL DEVELOPER reserves and shall have an easement over, upon, across and under the SUBJECT PROPERTY as may be reasonably required in connection with the development, construction, sale, leasing, and promotion of the SUBJECT PROPERTY, or any portion thereof, or any other property, by DECLARANT or any PARCEL DEVELOPER.



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**LAUREL OAK AT LIVE OAK PRESERVE**

**ALL OF THE PLAT OF LIVE OAK PRESERVE PHASE 1A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 95, AT PAGE 40-1, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.**

**AND**

**BRENTWOOD AT LIVE OAK PRESERVE**

**ALL OF THE PLAT OF LIVE OAK PRESERVE PHASE 1E, VILLAGE 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 96, AT PAGE 22-1, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.**

# State of Florida



## Department of State

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

The document number of this corporation is N02000007670.



CR2E022 (2-03)

EXHIBIT "B"

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Fifth day of February, 2004

*Glenda E. Hood*

Glenda E. Hood  
Secretary of State

FAX AUDIT NO.: H020002098133

FILED  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION

OF

LIVE OAK PRESERVE ASSOCIATION, INC.

Pursuant to Sections 617.1006 of the Florida Not for Profit Corporation Act the undersigned officer of LIVE OAK PRESERVE ASSOCIATION, INC., a Florida not for profit corporation (the "Corporation") certifies that:

1. The name of the Corporation is LIVE OAK PRESERVE ASSOCIATION, INC.
2. The Corporation's Articles of Incorporation were filed with the Florida Department of State on October 7, 2002.
3. The Corporation's Members duly adopted these Amended and Restated Articles of Incorporation by written consent, as of October 8, 2002 and the number of votes cast was sufficient for approval by the Members.
4. The Articles of Incorporation are amended as follows:

**FRAME:**

LIVE OAK DEVELOPMENT 1, LLC, a Florida limited liability company, hereinafter referred to as "DECLARANT", intends to record a Master Declaration for Live Oak Preserve (the "DECLARATION") which will affect certain property located in Hillsborough County, Florida. This Association is being formed to administer the DECLARATION and to perform, among other things, the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Hillsborough County, Florida, with these Articles attached as an Exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles, and to the Bylaws of the COMMUNITY ASSOCIATION. Until such time as the DECLARATION is so recorded, the incorporator shall be the member of the COMMUNITY ASSOCIATION.

5. The text of the Articles of Incorporation of the Corporation is recited with the amendments described above, effective as of the date of filing of these Amended and Restated Articles of Incorporation with the Florida Department of State, to read as follows:

**ARTICLE 1 - NAME AND ADDRESS:**

The name of the corporation is: LIVE OAK PRESERVE ASSOCIATION, INC. (hereinafter referred to as the "COMMUNITY ASSOCIATION"). The initial address of the principal office of the COMMUNITY ASSOCIATION and the initial mailing address of the COMMUNITY ASSOCIATION is 3300 University Drive, Coral Springs, Florida 33065.

**ARTICLE 2 - PURPOSE:**

The purposes for which the COMMUNITY ASSOCIATION is organized are as follows:

- 2.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
- 2.2 To administer, enforce and carry out the terms and provisions of the DECLARATION, as same may be amended from time to time.

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2.3 To administer, enforce and carry out the terms and provisions of any other declaration of covenants and restrictions, or similar document, subordinating property to the jurisdiction of, or assigning responsibilities, rights or duties to the COMMUNITY ASSOCIATION, and accepted by the BOARD.

2.4 To promote the health, safety, welfare, comfort, and social and economic welfare of the members and residents of the SUBJECT PROPERTY, as authorized by the DECLARATION, by these ARTICLES, and by the BYLAWS.

#### ARTICLE 3 - POWERS

The COMMUNITY ASSOCIATION shall have the following powers:

3.1 All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these ARTICLES.

3.2 All of the powers, express or implied, granted to the COMMUNITY ASSOCIATION by the DECLARATION or which are reasonably necessary in order for the COMMUNITY ASSOCIATION to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION.

3.3 To make, establish and enforce rules and regulations governing the use and maintenance of the SUBJECT PROPERTY.

3.4 To make and collect ASSESSMENTS and PARCEL ASSESSMENTS against the members to defray the costs, expenses, reserves and losses incurred or to be incurred by the COMMUNITY ASSOCIATION and to use the proceeds thereof in the exercise of the COMMUNITY ASSOCIATION's powers and duties.

3.5 To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

3.6 To purchase insurance for the protection of the COMMUNITY ASSOCIATION, its officers, directors, the members, and such other parties as the COMMUNITY ASSOCIATION may determine to be in the best interests of the COMMUNITY ASSOCIATION.

3.7 To operate, maintain, repair, and improve all COMMON AREAS and PARCEL AREAS, and such other portions of the SUBJECT PROPERTY as may be determined by the BOARD from time to time.

3.8 To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the SUBJECT PROPERTY pursuant to the DECLARATION.

3.9 To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members and residents of the SUBJECT PROPERTY as the BOARD in its discretion determines necessary or appropriate.

3.10 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the COMMUNITY ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or duties.

3.11 To operate and maintain the surface water management, drainage, and storage system for the SUBJECT PROPERTY as permitted by any controlling governmental authority, including all lakes, retention areas, culverts, and related appurtenances.

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3.12 To see and be used.

#### ARTICLE 4 - MEMBERS

##### 4.1 MEMBERS

4.1.1 OWNERS. Each OWNER shall be a member of the COMMUNITY ASSOCIATION, except as otherwise provided in the DECLARATION. Such memberships shall be initially established upon the recording of these ARTICLES and the DECLARATION among the public records of the county in which the SUBJECT PROPERTY is located.

4.1.2 Notwithstanding the foregoing, no governmental authority or utility company shall be deemed a member unless one or more UNITS actually exist upon the PROPERTY owned by such governmental authority or utility company, in which event the governmental authority or utility company will be a member only with respect to the PROPERTY owned in conjunction with such UNIT(s).

4.1.3 DECLARANT AND PARCEL DEVELOPERS. DECLARANT and each PARCEL DEVELOPER shall be a member of the COMMUNITY ASSOCIATION so long as they own any PROPERTY.

4.2 Transfer of Membership. In the case of an OWNER, transfer of membership in the COMMUNITY ASSOCIATION shall be established by the recording in the Public Records of the county in which the SUBJECT PROPERTY is located, of a deed or other instrument establishing a transfer of record title to any PROPERTY for which membership has already been established as hereinabove provided, the OWNER designated by such instrument of conveyance thereby becoming a member, and the prior OWNER's membership thereby being terminated. In the event of death of an OWNER, his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the COMMUNITY ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the COMMUNITY ASSOCIATION receives a true copy of the deed or other instrument establishing the transfer of ownership of the PROPERTY, and it shall be the responsibility and obligation of the former and new OWNER of the PROPERTY to provide such true copy of said instrument to the COMMUNITY ASSOCIATION.

4.3 The share of an OWNER in the funds and assets of the COMMUNITY ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the PROPERTY associated with the membership of the OWNER, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such PROPERTY.

4.4 Voting Rights. The total number of OWNERS' votes shall be equal to the total number of UNITS and PLANNED UNITS within the SUBJECT PROPERTY from time to time. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each UNIT and PLANNED UNIT.

4.4.1 Each OWNER shall have the number of votes equal to the number of UNITS and PLANNED UNITS within the PROPERTY associated with the membership of such OWNER at the time of such vote.

4.4.2 Notwithstanding the foregoing, DECLARANT shall have three votes for each UNIT and each PLANNED UNIT contained with the PROPERTY owned by DECLARANT.

4.5 The BYLAWS shall provide for an annual meeting of the members of the COMMUNITY ASSOCIATION and may make provision for special meetings of the members.

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#### ARTICLE 5 - DIRECTORS

5.1 The affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD consisting of not less than three (3) directors, and which shall always be an odd number. The number of directors shall be determined in accordance with the BYLAWS. In the absence of such determination, there shall be three (3) directors so long as DECLARANT has the right to appoint any director, and thereafter the number of directors shall be equal to the number of PARCELS (plus one of there are an even number of PARCELS).

#### 5.2 Election of Directors

5.2.1 DECLARANT shall have the right to appoint all of the directors of the COMMUNITY ASSOCIATION so long as DECLARANT owns any LOT or any PROPERTY which is planned to contain a UNIT, or until DECLARANT waives its right to appoint the directors by written notice to the COMMUNITY ASSOCIATION.

5.2.2 At such time as DECLARANT no longer has the right to appoint the directors, the PARCEL DEVELOPERS shall have the right to appoint all of the directors. If there are two or more PARCEL DEVELOPERS, unless otherwise agreed between them each such PARCEL DEVELOPER shall have the right to appoint one director, and if there are only two or an even number of PARCEL DEVELOPERS, the PARCEL DEVELOPER with the largest number of LOTS shall have the right to appoint one additional director. Any PARCEL DEVELOPER may waive its right to appoint a director by written notice to the COMMUNITY ASSOCIATION.

5.2.3 At such time as DECLARANT and the PARCEL DEVELOPERS no longer have the right to appoint the directors, the directors shall be elected by the members. Notwithstanding anything contained herein to the contrary, members other than DECLARANT shall at all times have the right to elect any or all of the directors as may be provided by applicable law. Furthermore, DECLARANT and the PARCEL DEVELOPERS shall have the right to vote as members for the election of directors, subject to applicable law.

5.3 All of the duties and powers of the COMMUNITY ASSOCIATION existing under Chapter 617 of the Florida Statutes, the DECLARATION, these ARTICLES and the BYLAWS shall be controlled exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.

5.4 Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however, any director appointed by DECLARANT or a PARCEL DEVELOPER may only be removed by DECLARANT or the PARCEL DEVELOPER so long as DECLARANT or the PARCEL DEVELOPER has the right to appoint the director, and any vacancy on the BOARD shall be appointed by DECLARANT or a PARCEL DEVELOPER if, at the time such vacancy is to be filled, the number of remaining directors appointed by DECLARANT or the PARCEL DEVELOPER is less than the maximum number of directors which may, at that time, be appointed by DECLARANT or the PARCEL DEVELOPER as set forth above.

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#### ARTICLE 6 - OFFICERS

The officers of the COMMUNITY ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

#### ARTICLE 7 - INDEMNIFICATION

7.1 The COMMUNITY ASSOCIATION shall indemnify any PERSON who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of the COMMUNITY ASSOCIATION, or a member of any committee thereof, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the COMMUNITY ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except that no indemnification shall be made in respect to any claim, issue or matter as to which such PERSON shall have been adjudged to be liable for gross negligence or willful misfeasance or misfeasance in the performance of his duty to the COMMUNITY ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such PERSON is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the PERSON did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the COMMUNITY ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

7.2 To the extent that a director, officer, employee or agent of the COMMUNITY ASSOCIATION, or a member of any committee thereof, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

7.3 Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the COMMUNITY ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, agent, or committee member is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so chosen, by independent legal counsel in written opinion, or (c) by a majority vote of the members.

7.4 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the COMMUNITY ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the COMMUNITY ASSOCIATION as authorized in this Article.

7.5 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a PERSON who has ceased to be a director, officer, employee, agent, or committee member and shall inure to the benefit of the heirs, executors and administrators of such a PERSON.

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7.6 The COMMUNITY ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any PERSON who is or was a director, officer, employee or agent of the COMMUNITY ASSOCIATION, or a member of any committee thereof, or is or was serving at the request of the COMMUNITY ASSOCIATION as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the COMMUNITY ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

#### ARTICLE 8 - BYLAWS

The first BYLAWS shall be adopted by the BOARD, and may be altered, amended or repealed in the manner provided by the BYLAWS.

#### ARTICLE 9 - AMENDMENTS

Amendments to these ARTICLES shall be proposed and adopted in the following manner:

9.1 A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

9.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

9.3 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 a majority of the votes of the entire membership of the COMMUNITY ASSOCIATION.

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

9.5 In addition to the above, so long as DECLARANT appoints a majority of the directors of the COMMUNITY ASSOCIATION, DECLARANT shall be entitled to unilaterally amend these ARTICLES and the BYLAWS. Furthermore, no amendment shall make any changes which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

9.6 Upon the approval of an amendment to these ARTICLES, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

#### ARTICLE 10 - TERM

The COMMUNITY ASSOCIATION shall have perpetual existence.

#### ARTICLE 11 - INCORPORATOR

The name and street address of the incorporator is: James L. Berger, 350 East Las Olas Boulevard, Suite 1000, Fort Lauderdale, Florida 33301.

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**ARTICLE 12 - INITIAL REGISTERED OFFICE ADDRESS  
AND NAME OF INITIAL REGISTERED AGENT**

The initial registered office of the COMMUNITY ASSOCIATION shall be at 350 West Lake Ochs Boulevard, Suite 1000, Fort Lauderdale, Florida 33301. The initial registered agent of the COMMUNITY ASSOCIATION at that address is James L. Berger.

**ARTICLE 13 - DISSOLUTION**

The COMMUNITY ASSOCIATION may be dissolved as provided by law, provided that any such dissolution shall require the affirmative vote of 80% of all of the members. In the event of dissolution or final liquidation of the COMMUNITY ASSOCIATION, the assets, both real and personal of the COMMUNITY ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable as those to which they were required to be devoted by the COMMUNITY ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable as those to which they were required to be devoted by the COMMUNITY ASSOCIATION. No such disposition of COMMUNITY ASSOCIATION properties shall be effective to divest or diminish any right or title of any OWNER voted under the DECLARATION unless made in accordance with the provisions of such DECLARATION.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed these Amended and Restated Articles of Incorporation this \_\_\_\_ day of October, 2002.

  
Name: EVAN RABINOWITZ, President

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BYLAWS  
OF  
LIVE OAK PRESERVE ASSOCIATION, INC.,  
a Florida corporation not-for-profit

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1. GENERAL.

1.1. Identity. These are the BYLAWS OF LIVE OAK PRESERVE ASSOCIATION, INC., hereinafter referred to as the "COMMUNITY ASSOCIATION," a corporation not-for-profit formed under the laws of the State of Florida. The COMMUNITY ASSOCIATION has been organized for the purposes stated in the Articles of Incorporation, and shall have all of the powers provided in these BYLAWS, the Articles of Incorporation, the Master Declaration for Live Oak Preserve (hereinafter referred to as the "DECLARATION"), and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

1.2. Principal Office. The principal office of the COMMUNITY ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.3. Fiscal Year. The fiscal year of the COMMUNITY ASSOCIATION shall be the calendar year.

1.4. Seal. The seal of the COMMUNITY ASSOCIATION shall have inscribed upon it the name of the COMMUNITY ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit." Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the COMMUNITY ASSOCIATION.

1.5. Inspection of Books and Records. The records of the COMMUNITY ASSOCIATION shall be open to inspection by the members, and all holders, insurers, or guarantors of any first mortgage encumbering any PROPERTY, upon request, during normal business hours or under other reasonable circumstances. Such records of the COMMUNITY ASSOCIATION shall include current copies of the DECLARATION, ARTICLES, BYLAWS, any Rules and Regulations of the COMMUNITY ASSOCIATION, and any amendments thereto, any contracts entered into by the COMMUNITY ASSOCIATION, and the books, records and financial statements of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall be required to make available to prospective purchasers of any PROPERTY or UNIT current copies of the DECLARATION, ARTICLES and BYLAWS, and the most recent annual financial statement of the COMMUNITY ASSOCIATION.

1.6. Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the DECLARATION and the ARTICLES.

2. MEMBERSHIP IN GENERAL.

2.1. Qualification. The qualification of members, the manner of their admission to membership and the termination of such membership shall be as set forth in the ARTICLES.

2.2. Changes in Members. Change of membership in the COMMUNITY ASSOCIATION shall be as provided in the ARTICLES.

2.3. Member Register. The secretary of the COMMUNITY ASSOCIATION shall maintain a register in the office of the COMMUNITY ASSOCIATION showing the names and addresses of the

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members. Upon request from the COMMUNITY ASSOCIATION, each PARCEL ASSOCIATION shall supply the COMMUNITY ASSOCIATION with a current list of the names and addresses of the OWNERS of UNITS or PROPERTY subject to the jurisdiction of the PARCEL ASSOCIATION. Each member shall at all times advise the secretary of any change of address of the member, of any change of ownership of the member's UNIT(S) or PROPERTY, and of any change in the UNITS and PLANNED UNITS within the member's PROPERTY. The COMMUNITY ASSOCIATION shall not be responsible for reflecting any changes, until notified of such changes in writing. Any mortgagee of any PROPERTY may register by notifying the COMMUNITY ASSOCIATION in writing of its mortgage. In the event the COMMUNITY ASSOCIATION files a claim of lien which affects any PROPERTY encumbered by the mortgage of a registered mortgagee, a copy of the claim of lien shall be mailed to the registered mortgagee.

### 3. MEMBERSHIP VOTING.

3.1. Voting Rights. Voting shall be as provided in the DECLARATION and the ARTICLES.

3.2. Majority Vote and Quorum Requirements. The acts approved by a majority of the votes cast in person or by proxy at a meeting of the members at which a quorum is present shall be binding upon all members for all purposes, except where otherwise provided by law, in the DECLARATION, the ARTICLES or in these BYLAWS. Unless otherwise so provided or required by law, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast 25% of the votes of the entire membership at the time of such vote shall constitute a quorum, except that if any matter to be voted upon at any meeting of the members cannot be voted upon due to a lack of a quorum at such meeting, then at the next adjourned meeting where the matter is to be considered the quorum requirement for such matter shall be reduced to 10% of the votes of the membership, provided the notice of the adjourned meeting states the quorum requirement will be reduced.

3.3. Determination as to Voting Rights. If the PROPERTY associated with the membership of any member is owned by more than one PERSON, or by a corporation, partnership, trust, or other entity, the votes of the member may be cast at any meeting by any co-member, as hereafter defined, but if when the vote is to be cast, a dispute arises between the co-members as to how the vote will be cast, they shall lose the right to cast the votes of the member on the matter being voted upon, but their votes shall continue to be counted for purposes of determining the existence of a quorum. For purposes of this Paragraph, the partners, trustees, or other principals of any entity other than a corporation shall be deemed co-members, and the directors and officers of a corporation shall be deemed co-members.

3.4. Proxies. Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person to act on the member's behalf by a proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. Any such proxy shall be delivered to the Secretary of the COMMUNITY ASSOCIATION, or the person acting as secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. A proxy is effective only for the specific meeting for which originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

#### 4. MEMBERSHIP MEETINGS.

4.1. Who May Attend. Any member or co-member, as described in Paragraph 3.3, may attend any meeting of the members. However, the votes of any member shall be cast in accordance with the provisions of Paragraph 3 above. Any PERSON not expressly authorized to attend a meeting of the members, as set forth above, may be excluded from any meeting of the members by the presiding officer of the meeting. INSTITUTIONAL LENDERS have the right to attend all meetings of the members.

4.2. Place. All meetings of the members shall be held at the principal office of the COMMUNITY ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.3. Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member not less than 10 nor more than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at the member's address as it appears on the records of the COMMUNITY ASSOCIATION, unless such member shall have filed a written request with the Secretary of the COMMUNITY ASSOCIATION stating that notices to him be mailed to some other address. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, only one notice shall be required to be given with respect to any membership, which may be sent to any one co-member as defined in Paragraph 3.3 of these BYLAWS. Notwithstanding anything contained herein to the contrary, as to completed UNITS, any notice to a member owning a completed UNIT may be sent to the mailing address of the UNIT without naming the member, unless the member notifies the COMMUNITY ASSOCIATION that notices to the member are to be sent to another address.

4.4. Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the PERSON or PERSONS entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.5. Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held in the first calendar quarter of each year as shall be selected by the BOARD and as is contained in the notice of such meeting. If the BOARD fails to call such meeting by the end of the first calendar quarter of any year, then within thirty (30) days after the written request of any member, or any Officer or director of the COMMUNITY ASSOCIATION, the Secretary shall call an annual meeting. During the period when DECLARANT appoints a majority of the directors, no annual meetings will be required.

4.6. Special Meetings. Special meetings of the members may be requested at any time by written notice to the Secretary by any director, the President, or by written petition signed by at least 25 member(s), or as otherwise provided by law. Such request shall state the purpose of the proposed

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meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the Secretary, or other officer of the COMMUNITY ASSOCIATION, to all of the members within thirty (30) days after same is duly requested, and the meeting shall be held within forty-five (45) days after same is duly requested.

4.7. Adjournments. Any meeting may be adjourned or continued by a majority of the votes present at the meeting in person or by proxy, regardless of a quorum, or if no member entitled to vote is present at a meeting, then any officer of the COMMUNITY ASSOCIATION, may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting.

4.8. Organization. At each meeting of the members, the President, the Vice President, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting shall act as Secretary of the meeting.

4.9. Order of Business. The order of business at the annual meetings of the members shall be:

- 4.9.1. Determination of chairman of the meeting;
- 4.9.2. Calling of the roll and certifying of proxies;
- 4.9.3. Proof of notice of meeting or waiver of notice;
- 4.9.4. Reading and disposal of any unapproved minutes;
- 4.9.5. Election of inspectors of election;
- 4.9.6. Election of directors;
- 4.9.7. Reports of directors, officers or committees;
- 4.9.8. Unfinished business;
- 4.9.9. New business; and
- 4.9.10. Adjournment

4.10. Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the members of the BOARD, at any reasonable time. The COMMUNITY ASSOCIATION shall retain these minutes for a period of not less than seven (7) years.

4.11. Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having

not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. The consent for any member need only be signed by one co-member as defined in Paragraph 3.3 of these BYLAWS.

## 5. BOARD.

5.1. Number of Directors. The affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD comprised of not less than three directors. Directors do not have to be members of the COMMUNITY ASSOCIATION. So long as DECLARANT is entitled to appoint directors pursuant to the ARTICLES or in accordance with applicable law, the number of directors will be determined, and may be changed from time to time, by DECLARANT by written notice to the BOARD. Thereafter, so long as the PARCEL DEVELOPERS are entitled to appoint directors pursuant to the ARTICLES or in accordance with applicable law, the number of directors will be equal to the number of PARCEL DEVELOPERS, plus one if there are an even number of PARCEL DEVELOPERS, but in any event not less than three. Thereafter, the number of directors shall be determined by the members and may be changed at any meeting where the members are to elect any directors.

5.2. Election of Directors by Members. Election of directors to be elected by the members other than DECLARANT shall be conducted in the following manner:

5.2.1. At any time when members other than DECLARANT or the PARCEL DEVELOPERS are to first elect any directors, a special meeting of the members may be called to elect such directors. In the absence of such a meeting, the directors appointed by DECLARANT or the PARCEL DEVELOPERS may continue to serve until the next annual meeting of the members. In the event such a special meeting is called and held, and directors are elected by the members, at such special meeting the members may elect to not hold the next annual meeting of the members if such next annual meeting is less than six (6) months after the date of the special meeting. Upon such election, the next annual meeting shall not be held.

5.2.2. Except as provided above, the members shall elect directors at the annual members' meetings, unless a special meeting of the members is called in order to fill a vacancy on the BOARD.

5.2.3. Nominating Committee. Prior to any special or annual meeting at which directors are to be elected by the members, the existing BOARD may nominate a committee, which committee shall nominate one person for each director to be elected by the members. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

5.2.4. All directors elected by the members other than DECLARANT and the PARCEL DEVELOPERS shall be elected "at large". The election of any such director(s) shall be by ballot that the members cast, in person or by proxy, and by a plurality of the votes cast. There will be no quorum requirements at a meeting to elect such directors.

5.2.5. NOTWITHSTANDING THE FOREGOING, THE ELECTION OF DIRECTORS BY THE MEMBERS SHALL BE DONE IN CONFORMANCE WITH ANY APPLICABLE MANDATORY STATUTORY REQUIREMENTS HEREAFTER ADOPTED, AS SAME MAY BE AMENDED FROM TIME TO TIME, AND SAME SHALL CONTROL OVER ANY CONFLICTING PROVISIONS OF THESE BYLAWS.

5.3. Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.4. Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the directors. The BOARD shall notify all members as to scheduled dates of the BOARD's regular meetings, but will not be required to send notices of each meeting to the members. The BOARD shall place notices of regular meetings at conspicuous places on the SUBJECT PROPERTY, including all guardhouses, as reasonably determined by the BOARD at least 48 hours before any regular meeting, except in the case of an emergency.

5.5. Special Meetings. Special meetings of the BOARD may be called by any director, or by the President, at any time. The BOARD shall place notices of special meetings at conspicuous places on the SUBJECT PROPERTY, including all guardhouses, as reasonably determined by the BOARD at least 48 hours before any special meeting, except in the case of an emergency.

5.6. Notice of Meetings. Notice of each meeting of the BOARD shall be given by the Secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least 24 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a director or states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.7. Attendance at BOARD Meetings. All meetings of the BOARD shall be open to all members and INSTITUTIONAL LENDERS. A director may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the directors and any members present as in an open meeting.

5.8. Quorum and Manner of Acting. A majority of the BOARD determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the directors. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of directors is required by statute, the DECLARATION, the ARTICLES or by these BYLAWS.

5.9. Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

5.10. Presiding Officer. The presiding officer of the directors' meetings shall be the Chairman of the BOARD if such an officer is elected; and if none, the President of the COMMUNITY

ASSOCIATION shall preside if the President is a director. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.11. Order of Business. The order of business at a directors' meeting shall be:

- 5.11.1. Calling of roll;
- 5.11.2. Proof of due notice of meeting;
- 5.11.3. Reading and disposal of any unapproved minutes;
- 5.11.4. Reports of officers and committees;
- 5.11.5. Election of officers (at the meeting after the annual members meeting or where required to replace any officer);
- 5.11.6. Unfinished business;
- 5.11.7. New business, and
- 5.11.8. Adjournment.

5.12. Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the members, or their authorized representatives, and the directors at any reasonable time.

5.13. Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.14. Resignation. Any director of the COMMUNITY ASSOCIATION may resign at any time by giving written notice of his resignation to the BOARD or Chairman of the BOARD or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.15. Directors Appointed by DECLARANT and by the PARCEL DEVELOPERS. Notwithstanding anything contained herein to the contrary, DECLARANT and the PARCEL DEVELOPERS shall have the right to appoint the maximum number of directors in accordance with the privileges granted by the ARTICLES and these BYLAWS. All directors appointed by DECLARANT and the PARCEL DEVELOPERS shall serve at their pleasure. DECLARANT and the PARCEL DEVELOPERS shall have the absolute right, at any time, and in their sole discretion, to remove any director appointed by them, and to replace such director with another person to serve on the BOARD. DECLARANT or any PARCEL DEVELOPER may waive its right to appoint one or more directors which it has the right to appoint at any time upon written notice to the COMMUNITY ASSOCIATION.

5.16. Compensation. The directors shall not be entitled to any compensation for serving as directors unless the members approve such compensation, provided however the COMMUNITY

ASSOCIATION may reimburse any director for expenses incurred on behalf of the COMMUNITY ASSOCIATION without approval by the members.

5.17. Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the COMMUNITY ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, or as otherwise provided by statute or law. Such powers and duties of the directors shall include, without limitation (except as limited elsewhere herein), the following:

5.17.1. The operation, care, upkeep and maintenance of the COMMON AREAS, PARCEL AREAS, and any other portion of the SUBJECT PROPERTY determined to be maintained by the BOARD.

5.17.2. The determination of the expenses required for the operation of the COMMUNITY ASSOCIATION.

5.17.3. The collection of ASSESSMENTS for COMMON EXPENSES, and PARCEL ASSESSMENTS for PARCEL EXPENSES, from the members.

5.17.4. The employment and dismissal of personnel.

5.17.5. The adoption and amendment of rules and regulations covering the details of the operation and use of PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION.

5.17.6. Maintaining bank accounts on behalf of the COMMUNITY ASSOCIATION and designating signatories required therefor.

5.17.7. Obtaining and reviewing insurance for PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION.

5.17.8. The making of repairs, additions and improvements to, or alterations of, PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION.

5.17.9. Borrowing money on behalf of the COMMUNITY ASSOCIATION; provided, however, that (i) a 2/3 vote of the members present in person or by proxy, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these BYLAWS, shall be required for the borrowing of any sum in excess of \$25,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any PROPERTY without the consent of the OWNER of such PROPERTY.

5.17.10. Contracting for the management and maintenance of PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION authorizing a management agent or company to assist the COMMUNITY ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of ASSESSMENTS, preparation of records, enforcement of rules, and maintenance, repair and replacement of the COMMON AREAS with funds as shall be made available by the COMMUNITY ASSOCIATION for such purposes. The COMMUNITY ASSOCIATION and its officers shall, however, retain at all times the powers and duties granted by all COMMUNITY ASSOCIATION documents and the DECLARATION, including, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contracts on behalf of the COMMUNITY ASSOCIATION.

5.17.11. Exercising all powers specifically set forth in the DECLARATION, the ARTICLES, these BYLAWS, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

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5.17.12. Entering into and upon any portion of the SUBJECT PROPERTY, including UNITS; when necessary to maintain, care and preserve any PROPERTY in the event the respective PARCEL ASSOCIATION or OWNER fails to do so.

5.17.13. Collecting delinquent ASSESSMENTS or PARCEL ASSESSMENTS by suit or otherwise, abating nuisances, and enjoining or seeking damages from the OWNERS for violations of these BYLAWS and the terms and conditions of the DECLARATION or of the Rules and Regulations of the COMMUNITY ASSOCIATION.

5.17.14. Acquiring and entering into agreements whereby the COMMUNITY ASSOCIATION acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the COMMUNITY ASSOCIATION, intended to provide for the enjoyment, recreation, or other use and benefit of the members and declaring expenses in connection therewith to be COMMON EXPENSES; all in such form and in such manner as may be deemed by the BOARD to be in the best interest of the COMMUNITY ASSOCIATION, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

## 6. OFFICERS.

6.1. Members and Qualifications. The officers of the COMMUNITY ASSOCIATION shall include a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the directors of the COMMUNITY ASSOCIATION and may be pre-emptively removed from office with or without cause by vote of the directors at any meeting by concurrence of a majority of the directors. Any person may hold two or more offices except that the President shall not also be the Secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the COMMUNITY ASSOCIATION from time to time. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS. Officers do not have to be members of the COMMUNITY ASSOCIATION.

6.2. Resignations. Any officer of the COMMUNITY ASSOCIATION may resign at any time by giving written notice of his resignation to any director, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.3. Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.4. The President. The President shall be the chief executive officer of the COMMUNITY ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the COMMUNITY ASSOCIATION.

6.5. The Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the BOARD.

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6.6. The Secretary. The Secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the COMMUNITY ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the COMMUNITY ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the BOARD or the President.

6.7. The Treasurer. The Treasurer shall have custody of all property of the COMMUNITY ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep books of account for the COMMUNITY ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report promptly to the BOARD the status of collections.

6.8. Compensation. The officers of the COMMUNITY ASSOCIATION shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the BOARD from employing a director or an officer as an employee of the COMMUNITY ASSOCIATION and compensating such employee, nor shall they preclude the COMMUNITY ASSOCIATION from contracting with a director for the management of PROPERTY subject to the jurisdiction of the COMMUNITY ASSOCIATION, or for the provision of services to the COMMUNITY ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or provision of services.

## 7. FINANCES AND ASSESSMENTS.

### 7.1. Adoption of the Budget.

7.1.1. Not less than 45 days prior to the commencement of any calendar year of the COMMUNITY ASSOCIATION, the BOARD shall adopt a budget for such calendar year, necessary to defray the COMMON EXPENSES of the COMMUNITY ASSOCIATION for such calendar year. The COMMON EXPENSES of the COMMUNITY ASSOCIATION shall include all expenses of any kind or nature whatsoever incurred, or to be incurred, by the COMMUNITY ASSOCIATION for the operation of the PROPERTY owned and/or operated by the COMMUNITY ASSOCIATION, and for the proper operation of the COMMUNITY ASSOCIATION itself, including, but not limited to, the expenses of the operation, maintenance, repair, or replacement of the COMMON AREAS; costs of carrying out the powers and duties of the COMMUNITY ASSOCIATION; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacements, betterments, and unknown contingencies; and all other expenses designated as COMMON EXPENSES by these BYLAWS, the DECLARATION, the ARTICLES, or any other applicable statute or law of the State of Florida. If pursuant to any agreement entered into by the COMMUNITY ASSOCIATION, any expense of the COMMUNITY ASSOCIATION is to be shared with any PERSON(S), then the annual budget of the COMMUNITY ASSOCIATION shall contain a separate classification for such expense(s). In the event the BOARD fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised.

7.1.2. If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the COMMON EXPENSES of the COMMUNITY

ASSOCIATION for the fiscal year in which the adopted budget applies to, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

#### 7.2. Assessments and Assessment Roll

7.2.1. As soon as practicable after the adoption of a budget, or an amended budget, the BOARD shall fix and determine the amount and frequency of the ASSESSMENTS for COMMON EXPENSES, pursuant to the DECLARATION, the ARTICLES and these BYLAWS. Such ASSESSMENTS shall be due not more frequently than monthly, and shall each be in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any periodic ASSESSMENTS for COMMON EXPENSES, whether quarterly, monthly or otherwise, shall be equal unless the BOARD determines unequal ASSESSMENTS are required to provide funds in advance for the expenses of the COMMUNITY ASSOCIATION. As soon as practicable after the determination of the ASSESSMENTS for COMMON EXPENSES, the COMMUNITY ASSOCIATION shall notify each member, in writing, of the amount, frequency and due date of such member's ASSESSMENTS, provided, however, that no ASSESSMENT shall be due in less than (10) days from the date of such notification.

7.2.2. In the event the expenditure of funds by the COMMUNITY ASSOCIATION is required that cannot be paid from the ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS, which shall be levied in the same manner as hereinbefore provided for ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD. Each member's share of any special ASSESSMENT shall be in the same proportion as the member's share of the ASSESSMENTS for COMMON EXPENSES.

7.2.3. The COMMUNITY ASSOCIATION shall maintain an ASSESSMENT roll for each member, designating the name and current mailing address of the member, the amount of each ASSESSMENT payable by such member, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the member, and the balance due.

7.3. Depositories. The funds of the COMMUNITY ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the BOARD. Fidelity bonds as required by the DECLARATION shall be required of all signatories on any accounts of the COMMUNITY ASSOCIATION.

7.4. Application of Payments and Commingling of Funds. All sums collected by the COMMUNITY ASSOCIATION from ASSESSMENTS may be commingled in a single fund or divided into more than one fund, as determined by the BOARD.

7.5. Accounting Records and Reports. The COMMUNITY ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to inspection by members and all INSTITUTIONAL LENDERS, or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the assessment roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct a review of the accounts of the COMMUNITY ASSOCIATION by a certified public accountant, and if such a review is made, a copy of the report shall be made available to each member and INSTITUTIONAL LENDER, upon written request to the COMMUNITY ASSOCIATION.



**7.6 PARCEL EXPENSES and ASSESSMENTS.** The provisions of this paragraph 7 shall be equally applicable with respect to PARCEL EXPENSES and PARCEL ASSESSMENTS, and separate budgets. ASSESSMENTS, Assessment Rolls, accounts, and books and records shall be established for same.

**8 PARLIAMENTARY RULES.**

**8.1 Roberts' Rules of Order** (latest edition) shall govern the conduct of the COMMUNITY ASSOCIATION meetings when not in conflict with the DECLARATION, the ARTICLES or these BYLAWS.

**9 AMENDMENTS.** Except as otherwise provided, these BYLAWS may be amended in the following manner:

**9.1 Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

**9.2 Initiation.** A resolution to amend these BYLAWS may be proposed by any director, or by a petition signed by members having at least 25 votes.

**9.3 Adoption of Amendments.**

**9.3.1.** A resolution for the adoption of the proposed amendment shall be adopted either: (a) by a majority of all of the directors of the COMMUNITY ASSOCIATION, and by a vote of a majority of the members present in person or by proxy at a meeting called to approve the amendment, without any quorum requirement; or (b) by a 2/3 vote of all of the members. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.

**9.3.2.** Notwithstanding the foregoing, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, DECLARANT shall have the right to unilaterally amend these BYLAWS without the joinder or approval of any directors or any member, and no amendment to these BYLAWS may be made without the written consent of DECLARANT. Thereafter, so long as there is at least one PARCEL DEVELOPER, no amendment to these BYLAWS may be made without the written consent of the PARCEL DEVELOPERS.

**9.4.** No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval of 2/3 of all the members, unless the amendment is made to conform these bylaws to applicable law. No amendment shall be made that is in conflict with the DECLARATION, the ARTICLES or these BYLAWS. So long as DECLARANT or any PARCEL DEVELOPER owns any PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT or any PARCEL DEVELOPER, unless DECLARANT or any PARCEL DEVELOPER so affected shall join in the execution of the amendment.

**9.5. Execution and Recording.** No modification of, or amendment to, these BYLAWS shall be valid unless recorded in the public records of the county in which the SUBJECT PROPERTY is located.

**10. RULES AND REGULATIONS.** The BOARD may, from time to time, adopt, or amend previously adopted, Rules and Regulations concerning the use of the COMMON AREAS and concerning the use, operation and maintenance of other portions of the SUBJECT PROPERTY in order to further implement

and carry out the intent of the DECLARATION, the ARTICLES, and these BYLAWS. The BOARD shall make available to any member, upon request, a copy of the Rules and Regulations adopted from time to time by the BOARD.

11. MISCELLANEOUS.

11.1. Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

11.2. Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

11.3. Conflicts. In the event of any conflict, any applicable Florida statute, the DECLARATION, the ARTICLES, these BYLAWS, and the Rules and Regulations of the COMMUNITY ASSOCIATION shall govern, in that order.

11.4. Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

11.5. Waiver of Objections. The failure of the BOARD or any officers of the COMMUNITY ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a member within thirty (30) days after the member is notified, or becomes aware, of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all members who received notice of the meeting and failed to object to such defect at the meeting.