

LARRY WHALEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

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This instrument prepared by and
after recording return to:

James H. McNeil, Jr., Esq.
Akerman Senterfitt
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801

CL 2006096243 OR 3122/1321
JSS Date 04/11/2006 Time 10:26:29

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**MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR EAGLE BAY**

**THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR EAGLE BAY** ("Master Declaration"), is made as of this 10TH day of
APRIL, 2006, by **BOGGY CREEK LANDING, LLC**, a Florida limited liability company
("Declarant") whose address is 1100 Town Plaza Court, Suite 2010, Winter Springs, Florida 32708.

RECITALS:

A. Declarant is the owner of that certain real property located in Osceola County, Florida, as shown on the Plat for Eagle Bay Phase One, recorded in Plat Book 19, Page 8, of the Public Records of Osceola County, Florida (the "Plat") and which is also more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. The Property is intended to be developed as a multiphase single-family detached and townhome development in accordance with approvals by Osceola County, Florida and is intended to include, but not be limited to, "Single-Family Lots" and "Townhome Lots".

C. The Declarant intends that the Property, including all Lots developed therein, be developed with a common, integrated and uniform plan of development and that the Property be developed with a common, integrated stormwater/water quality management system, to be permitted, operated, monitored and maintained in accordance with all applicable rules and regulations of the South Florida Water Management District and that the Master Association be granted the power and obligation to operate and maintain such stormwater/water quality management system all upon the terms and conditions more particularly set forth in this Declaration.

NOW, THEREFORE, in consideration of the premises and as fee simple title holder of the Property, Declarant hereby declares, establishes and states that all of the Property shall henceforth be held, sold, operated and conveyed subject to the following covenants, conditions, restrictions and easements and same shall run with title to the Property and be binding upon, and enure to the benefit of, all parties having any right, title or interest in the Property, or any part thereof, their heirs, personal representatives, administrators, successors and assigns, and also enuring to the benefit of Declarant.

1. **RECITALS.** The foregoing recitals are true and correct and, by this reference, are hereby incorporated into this Master Declaration as if fully set forth herein.

2. DEFINITIONS. The terms and phrases set forth below, as used in this Master Declaration, shall have the following meanings:

(a) "Area(s) of Common Responsibility" shall mean and refer to any land or improvement located in or near the Property which is not intended to be owned by the Master Association but which is intended to be improved, maintained or operated by the Master Association in the manner and to the extent determined from time to time by the Board. Areas of Common Responsibility may be designated by this Declaration, any Supplemental Declaration, a contract entered into by the Master Association, or by a decision of the Board. The following are hereby designated as Areas of Common Responsibility:

i Rights of Way and Entrance Area. Subject to limitations imposed by governmental authority, the Master Association shall maintain, repair and replace to the extent determined by the Board the signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the Surface Water Management System permit issued by the District), irrigation lines and equipment, landscape materials and features, and other improvements from time to time located within the unpaved rights-of-way adjacent to the Property and within any entry area as shown on the Plat of the Property;

ii Street Lighting. The Master Association may arrange for and assess the Owners for the fixture rental, electrical usage and other costs of street lighting for the Property and any Area of Common Responsibility;

iii Drainage Improvements within Easements. The Master Association shall maintain, repair and replace all drainage improvements within the Property, including without limitation within all platted drainage easements, all in accordance with the Surface Water Management System permit issued by the District. The foregoing to the contrary notwithstanding, each Owner shall provide routine landscape maintenance, mowing and removal of trash and debris within the portions of the Surface Water Management System lying within that Owner's Lot, failing which the Master Association shall perform the required maintenance and levy an Individual Assessment to cover the costs thereof;

iv Easements. The Master Association shall maintain, repair and replace any walls, signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the Surface Water Management System permit issued by the District), irrigation lines and equipment, landscape materials and features, and other improvements from time to time located within all wall and landscape easements created in favor of the Master Association on any plat of the Property. The preceding sentence is subject to the limitations that the Owner of each Lot encumbered by a wall easement shall maintain all landscaping lying between the wall and that Owner's Dwelling, and said Owner shall maintain the paint or other surface finish, if any, on the vertical surface of the wall which faces his or her Dwelling.

(b) "Articles" shall mean and refer to the Articles of Incorporation of the Master Association. A copy of the initial Articles are attached as Exhibit "B" to this Master Declaration. The Articles may be amended as provided therein and it shall not be necessary to amend this Master Declaration in order to amend the Articles.

(c) "Assessments" shall mean and refer to all assessments levied by the Master Association pursuant to this Master Declaration.

(d) "Board of Directors" or "Board" or "Directors" shall mean and refer to the Board of Directors, or members thereof, of the Master Association as same may from time to time be selected in accordance with this Master Declaration and the Articles of Incorporation and Bylaws for the Master Association.

(e) "Bylaws" shall mean and refer to the Bylaws of the Master Association. A copy of the initial Bylaws are attached as Exhibit "C" to this Master Declaration. The Bylaws may be amended by a majority vote of the Board or as otherwise provided for therein. It shall not be necessary to amend this Master Declaration in order to amend the Bylaws.

(f) "Common Expense" shall mean and be defined as those costs and expenses of the Master Association incurred in furtherance of, or in connection with, the fulfillment of the Master Association's duties, obligations, rights and powers more particularly identified and described in this Master Declaration, including without limitation costs and expenses incurred for operation, maintenance, insurance and improvement of the Common Property and Areas of Common Responsibility, and for any reserves from time to time established by the Board.

(g) "Common Property" shall mean and refer to the real and personal property from time to time owned or intended to be owned by the Master Association and devoted to the use and enjoyment of all Members of the Association, all at Common Expense. Without limiting the generality of the foregoing, the Common Property shall include Tracts "D", "F", "G", "J", "J1", "J2", "Q1", "Q2", "Q3", "Q5", "Q6", "Q7" and "S" as shown on the Plat. Common Property shall also include, but not be limited to, easement areas which are held by the Master Association as grantee. No commitment is made that any Additional Property will contain Common Property.

(h) "County" shall mean and refer to Osceola County, Florida, specifically including each and all of its departments and agencies.

(i) "Declarant" shall mean and be defined as Boggy Creek Landing, LLC, a Florida limited liability company, and such other person or entity to whom the Declarant specifically assigns the rights, title and interest of the "Declarant" under this Master Declaration.

(j) "Dwelling" shall mean and refer to a single family or townhome residence located on a Lot.

(k) "Lot" shall mean and refer to each residential building site located created by any recorded plat and located on the Property, including any Dwelling located thereon once constructed. The term Lot shall specifically include, but not be limited to, the Single-Family Lots and the Townhome Lots.

(l) "Master Association" shall mean and refer to Eagle Bay of Osceola County Master Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

(m) "Master Declaration" shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions for Eagle Bay.

(n) "Member" shall mean and refer to the person or entity deemed to be a Member of the Master Association in accordance with this Master Declaration.

(o) "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, or portion thereof, including contract sellers, but excluding those persons holding an interest therein merely as security for the performance of an obligation; provided, however, if any person holding an interest in any Lot as security for the performance of an obligation obtains fee simple title to such Lot through foreclosure or conveyance in lieu thereof, then such person shall at that time be deemed to be an "Owner" for purposes of this Master Declaration. In cases where there is more than one person or entity jointly holding fee simple title to an undivided Lot, then they shall collectively constitute the "Owner" of said Lot for purposes of this Master Declaration.

(p) "Property" shall mean and refer to the property described on Exhibit "A" attached hereto and incorporated by reference, together with any Additional Property hereafter annexed to this Declaration pursuant to Section 3(b) below.

(q) "Single-Family Lot" shall mean and be defined as those Lots located within the Property to be developed for single-family detached dwellings. Without limiting the generality of the foregoing, the Single-Family Lots shall include Lots 129 through 243 and 249 through 310 as depicted on the Plat.

(r) "Sub-association" shall mean and refer to any property owners association formed to govern a subgroup of Lots and referenced in a separate declaration recorded against such Lots by the Owner of fee simple title to such Lots, all pursuant to, and as more particularly set forth in this Master Declaration.

(s) "Sub-declaration" shall mean and refer to any declaration recorded against a subgroup of Lots pursuant to, and as more particularly set forth in, the provisions of this Master Declaration.

(t) "Surface Water Management System" means the overall system designed, constructed and implemented upon the Property to control discharges caused by rainfall events, which system is intended to collect, convey, store, absorb, inhibit, treat, use or reuse surface water in order to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, and to control the quality and quantity of discharges from the system, all as permitted by the District pursuant to Chapter 40C-4, 40C-40, 40C-42, Florida Administrative Code.

(u) "SFWMD" or "District" shall mean and refer to the South Florida Water Management District.

(v) "Townhome Lots" shall mean and be defined as those Lots within the Property to be developed for townhome dwellings. Without limiting the generality of the foregoing, Townhome Lots shall include Lots 1 through 128 depicted on the Plat.

3. PROPERTY SUBJECT TO THIS DECLARATION.

(a) The Property. The Property is and shall be improved, held, transferred and occupied subject to this Declaration.

(b) Additional Property. Declarant shall have the right but not the obligation to bring within the scope of this Declaration, as Additional Property, additional lands lying in the vicinity of the Property, at any time and from time to time within twenty (20) years from the date on which this

Declaration is recorded. Annexation may be accomplished by Declarant without the consent of the Association, the Owners, any mortgagee or other lien holder, or anyone else.

(c) Method of Annexation. Additions authorized under this Paragraph shall be made, if at all, by recording a Supplemental Declaration extending this Declaration to Additional Property. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to this Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental Declaration may contain additional terms not inconsistent with this Declaration to reflect the different character, if any, of the real property being annexed or of the housing or development approaches being implemented. Upon the recordation of any Supplemental Declaration, the Owners shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Property, if any, within the Additional Property and an obligation to contribute to the cost of operating, maintaining and insuring the additional Common Property and any additional Areas of Common Responsibility. Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

(d) Withdrawal. Declarant reserves the right to amend this Declaration unilaterally at any time for the purpose of removing any portion of the Property (including, without limitation Lots and Common Property) without notice and without the consent of any person or entity other than the owner of the portion of the Property to be withdrawn or the District; provided, however, no such withdrawal may impair access to any Lot.

4. PURPOSE AND POWERS OF MASTER ASSOCIATION. The purpose of the Master Association is to (i) advance, satisfy and comply with the objects, purposes, requirements, terms and provisions of this Master Declaration and the Articles and Bylaws of the Master Association, (ii) administer, preserve, protect, repair and maintain the Common Property and Areas of Common Responsibility in accordance with any and all applicable rules, permits, approvals and the like, as well as may be required by the terms of this Master Declaration, (iii) to levy and collect all Assessments necessary to pay all Common Expenses and (iv) take all actions and do all things necessary or appropriate in connection with the fulfillment of the purposes established in (i) through (iii) above including, but not limited to, the hiring of such persons or the entering into of such contracts as is reasonably required in order for the Master Association to fulfill such purposes and to make, establish, promulgate, publish and enforce such rules and regulations pertaining to the Common Property and Areas of Common Responsibility as may reasonably be deemed to be in the best interest of the Master Association and its Members. Notwithstanding the foregoing, the Master Association shall not be responsible to maintain any portion of the Common Property, the ownership of which has been transferred to the County or any other governmental or quasi-governmental entity or for which any governmental or quasi-governmental entity accepts maintenance responsibility for as evidenced in writing.

The Master Association shall have the obligation, authority and power to take any and all actions necessary to carry out its purpose as set forth herein. The Master Association shall also have the obligation, authority and power to levy Assessments against the Owners or Members as may be necessary in order to fulfill its purpose under this Master Declaration. Actions necessary to ensure compliance with this Master Declaration shall be mandatory upon the Master Association and such actions shall be deemed to be approved by the Master Association without the necessity of a vote of Directors approving same unless otherwise decided by the Declarant. The Master Association shall also have power and authority to levy Assessments against all Owners or Members necessary to fund the operations of the Master

Association, including, but not necessarily limited to, annual corporate filing fees, costs of acquiring insurance and providing indemnification to Directors and officers of the Master Association to the extent set forth in the Articles of Incorporation of the Master Association, and the reimbursement of expenses incurred by Directors or officers of the Master Association or otherwise incurred by the Master Association pursuant to this Master Declaration or the Articles of Incorporation of the Master Association.

5. SUB-ASSOCIATIONS. Sub-associations shall be formed to govern the Single-Family Lots and the Townhome Lots, and Sub-declarations shall be recorded against said Single-Family Lots and Townhome Lots which comply in all substantive respects with the requirements of, and imposes upon such Sub-association all obligations required by, this Master Declaration. In the event of any such subdivision, the Sub-association shall automatically become the Member of the Master Association with respect to such Lots included within the Sub-Association. Notwithstanding the creation and recording of any Sub-declaration and formation of related Sub-associations, the Master Association shall have the obligation, power and authority to take any and all actions necessary to fulfill the obligations and requirements set forth in this Master Declaration with respect to the Single-Family Lots and Townhome Lots to which such Sub-declarations and Sub-associations are related, to the extent that such requirements and obligations have not been satisfied by such Sub-associations.

6. MEMBERSHIP AND VOTING RIGHTS. The membership of the Master Association shall consist of the Owners and the Sub-associations formed with respect to the Single-Family Lots and Townhome Lots. Notwithstanding anything in this Master Declaration to the contrary, no Owner of any portion of any Lot that has been subjected to the terms and provisions of a Sub-declaration shall have any rights as a "Member" of the Master Association, such membership rights shall vest, instead, in the Sub-association formed pursuant to such Sub-declaration. Upon formation of any Sub-association for any Lot or Lots, the Sub-association shall automatically become the Member of the Master Association in place of the Owners of said Lot or Lots. A Member's right to vote on the affairs of the Master Association shall vest immediately upon such Member's qualification for membership as provided in this Master Declaration. All voting rights of a Member shall be exercised in accordance with and subject to the restrictions and limitations provided in this Master Declaration, the Articles of Incorporation, the Bylaws and any other rules of the Master Association, if any.

Except as specifically set forth below with respect to appointment of Directors, the voting rights of the Members, as to any and all matters that may be voted upon by the Members, shall be allocated between the Members as set forth below:

- One (1) vote allocated to the Member representing the Single-Family Lots
- One (1) vote allocated to the Member representing the Townhome Lots

Upon becoming a Member, each Member shall be obligated and entitled to appoint a Director or Directors to the Board of the Master Association in accordance with the following:

- Single-Family Lots- 2 Directors
- Townhome Lots- 2 Directors
- Single-Family Lots and Townhome Lots together decide on - 1 Director

Notwithstanding anything to the contrary in the foregoing provisions of this Paragraph, a Member's right to vote in Master Association matters, as well as its right to appoint Directors, shall be suspended upon the non-payment by such Member, when due, of any Assessment levied against such Member or the Lot or Lots owned or represented by such Member and such suspension shall last until

such time as the Member has paid such Assessment. During the suspension of a Member's rights pursuant to this Paragraph, all Directors shall be appointed by the Members that have not had their Member rights so suspended.

7. BOARD OF DIRECTORS. The affairs of the Master Association shall be managed by a Board of Directors who shall be appointed by the Members in accordance with the provisions of this Master Declaration. The number of Directors constituting the Board of Directors shall be five (5). Each Director shall be entitled to one (1) vote in Master Association voting matters.

The term of office of the initial Directors of the Master Association shall expire at the first meeting of Members at which Directors are appointed. The term of office of all other Directors will expire at the next annual meeting of Members following the appointment of such Directors. Despite the expiration of a Director's term, the Director will continue to serve until a successor is appointed and qualifies pursuant to the requirements for the qualification of directors as set forth in the Florida Not For Profit Corporation Act. Any Director may be removed from office at any time, with or without cause, by the Member that appointed such Director, or with cause by the affirmative vote of a majority of the Members. In the event of the removal of any Director, the Member that appointed such Director shall have the obligation and authority to appoint the successor to fill the seat of such Director.

8. DECLARANT'S RIGHTS TO ENFORCE MASTER ASSOCIATION OBLIGATIONS. If at any time Declarant determines in its reasonable discretion that the Master Association is not fulfilling or performing its duties or obligations set forth in this Master Declaration, then Declarant shall have the power and authority, but not the obligation, to perform or cause the Master Association (without the necessity of any action of Directors) to perform same, including charging and using Assessments. If Declarant makes this determination, it may in its discretion so notify the Secretary of the Master Association, or any of the Members, and thereafter the Master Association and the Members shall assist and cooperate with the Declarant in performing the Master Association's delinquent duties and obligations. If the Assessments collected and available to the Master Association to satisfy such duties or obligations are not sufficient to pay for the work undertaken by the Declarant as permitted hereinabove, then it shall be mandatory that the Master Association make and collect from the Members an Assessment to pay for the deficiency. Any such Assessment shall not require a vote of the Directors. The Declarant shall have the option to advance on behalf of the Master Association monies reasonably necessary to perform the Master Association's obligations, to be reimbursed, with interest at the statutory rate then in effect for judgments, by the Master Association from Assessments.

9. CONSERVATION AREAS. Development of the Property shall be consistent with all rules and regulations of the SFWMD, Army Corps of Engineers ("Corps") and the County pertaining to the protection, use or encroachment of wetlands. All such wetlands, and any wetlands buffers or other designated conservation areas, including, but not limited to, rare upland habitat communities and related buffers, shall be preserved and protected consistent with such rules and regulations (such areas hereinafter "Conservation Areas"). The Master Association shall have the responsibility and authority to properly maintain, monitor and manage all Conservation Areas within the Property.

10. OPERATION, MAINTENANCE AND MONITORING OF SURFACE WATER MANAGEMENT SYSTEM.

(a) Declarant intends that the Property be developed with an integrated Surface Water Management System developed, operated, monitored and maintained in compliance with all applicable rules and regulations of the SFWMD, and any other applicable governmental authority.

(b) The Master Association shall have the power and authority to accept a conveyance of fee simple title to the Surface Water Management System and to accept and assume responsibility for compliance with the requirements of any permits issued by the SFWMD relating to the proper operation, repair or maintenance of the Surface Water Management System. The Master Association shall have the obligation, power and authority to perform any and all monitoring and maintenance necessary with respect to any of the Surface Water Management System, including those portions of the Surface Water Management System not conveyed to the Master Association, and shall monitor and maintain the Surface Water Management System as required by any applicable permit, rule or regulation of the SFWMD or other applicable governmental authority; and to levy and collect from the Owners or Sub-associations "Annual Assessments," "Special Assessments" or "Individual Assessments" (each defined below) for all costs and expenses of the Master Association incurred in the performance of such monitoring and maintenance.

(c) The Master Association shall be responsible for the monitoring and maintenance of any and all Stormwater Facilities located within the Property, and shall monitor and maintain same in compliance with any and all applicable rules, regulations or permits of the SFWMD or any applicable governmental entity. Notwithstanding the foregoing, an MSTU or MSBU may be formed to maintain, monitor and manage the Stormwater Facilities and to levy and collect from the Owners or Sub-associations Assessments for all costs and expenses incurred in the performance of such monitoring and maintenance.

(d) If the Master Association, MSTU or MSBU ceases to exist, all of the Owners and Sub-Associations shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility.

(e) The SFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions of this Master Declaration relating to the maintenance, operation and repair of the Surface Water Management System.

11. MAINTENANCE OF COMMON PROPERTY AND AREAS OF COMMON RESPONSIBILITY. The Master Association shall at all times maintain, repair and replace at its expense all Common Property and Areas of Common Responsibility (including all improvements placed thereon), in good condition and repair. The Association's duties shall commence upon the completion of any Improvements upon the Property, irrespective of which entity holds title thereto, and shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all Improvements, equipment, and tangible personal property installed by Declarant as part of the Common Property and Areas of Common Responsibility. Without limiting the generality of the foregoing, the Master Association shall assume any and all of the Declarant's responsibilities to the County and the State and their respective governmental and quasi-governmental subdivisions and similar entities with respect to the Common Property and Areas of Common Responsibility and shall indemnify and hold Declarant harmless.

12. DECLARANT/MASTER ASSOCIATION EASEMENT. There is hereby created, declared and granted to the Declarant and the Master Association an easement over and upon all or any portion of the Property as may be reasonably necessary to allow Declarant or the Master Association to fulfill the duties and obligations required by this Master Declaration and the Articles of Incorporation, By-laws and rules and regulations of the Master Association ("Master Association Easement"). The easement described in this Paragraph are the only easements intended by Declarant to be created or

established by this Master Declaration, and such easement shall only exist to the extent created by this Master Declaration.

13. MSTU/MSBU. Declarant or the County may establish a municipal service taxing unit, municipal service benefit unit, or similar mechanism (sometimes referred to in this Declaration as "MSTU/MSBU"), to provide for any one or more of the following: (a) operation and maintenance by the County of any of the Common Property, and any recreational, drainage or other improvements thereon, for the uses and purposes set forth in this Declaration or in any applicable subdivision plat, which may or may not include a requirement that ownership of the affected lands and improvements be transferred to the County, (b) construction or improvement of recreation, drainage, sidewalk, wall, landscaping, open space, conservation, or other areas, improvements or facilities on or within the Common Property or any easement areas for the use and benefit of the Property and the occupants thereof, and (c) construction, operation or maintenance of street lighting or any other service or benefit to or for the Property authorized under the terms of this Declaration or the MSTU/MSBU, or by the applicable governmental authority. It is anticipated that the costs incurred by the MSTU/MSBU will be billed directly to the Owners or to the Master Association for subsequent assessment to the Owners and Sub-Associations.

14. ASSESSMENTS.

(a) General. The Master Association shall have the obligation, authority and power to establish, levy, make, impose, enforce and collect Assessments against the Owners and Members in order to provide for and ensure the availability of the funds necessary for the Master Association to satisfy all Common Expenses and perform its duties and obligations pursuant to this Master Declaration and the Articles of Incorporation and By-laws and to otherwise carry out and accomplish the objects and purposes for which the Master Association has been created and established. Assessments shall be assessed by the Master Association to each Owner or Member as and when necessary pursuant to the terms of this Master Declaration. Each Owner, by acceptance of a deed for its respective Lot, or portion thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay Assessments which may be assessed by the Master Association in accordance with this Master Declaration together with any and all assessments which may be assessed by a Sub-association.

(b) Assessments Against Sub-associations. In order to reduce administrative overhead and collection costs for the Master Association, the Master Association may, for all Lots for which Sub-associations have been formed, levy and collect all Assessments to and from the Sub-associations established for such Lots. In such event, the Sub-association shall, in turn, levy and collect Assessments from its members in an amount necessary to satisfy the Assessment from the Master Association. The Sub-association shall allocate, levy and collect such Assessments from its members in a uniform manner based upon the assessment provisions set forth in the Sub-declaration applicable to such Lots. The Master Association may bring an action at law or in equity against any Sub-association which fails to invoice and collect Assessments payable to the Master Association or otherwise fails to promptly remit such Assessments to the Master Association when collected. Notwithstanding the foregoing, the Master Association shall have the authority and power to levy and collect such Assessments directly from the Owners of such Lots. The liability of the Owners of a Lot shall be several only, with each Owner only responsible for a pro-rata portion of such Assessment based upon the total Assessment due divided by the number of Lots within the Property.

(c) Types of Assessments. The Master Association is hereby authorized and empowered to establish, make, levy, impose, enforce and collect Annual Assessments, Special Assessments and Individual Assessments, all as described below.

i Annual Assessments. Annual Assessments shall be utilized by the Master Association for Common Expenses to be incurred during a calendar year in the performance of the Master Association's duties and obligations pursuant to this Master Declaration. The amount of Annual Assessments for a calendar year shall be established and determined by the Board which shall make a good faith effort to establish same not later than thirty (30) days prior to the beginning of each calendar year. For each calendar year the Master Association shall provide written notice to each Member of the amount of the Annual Assessment established for that calendar year and the date upon which same shall become due and payable. In the event that the Master Association shall determine during any calendar year that the Annual Assessment established for such year is or will become inadequate or insufficient, for whatever reason, the Master Association shall be entitled to immediately determine the approximate amount of the deficiency or inadequacy and issue a supplemental Annual Assessment to all Members for such calendar year. The Annual Assessments shall include a reasonable amount as determined by the Board to be collected and held as reserves for such other purpose or purposes as shall be determined by the Board, in its reasonable discretion.

ii Special Assessments. In addition to Annual Assessments, the Board may levy at any time a Special Assessment for the purpose of defraying the cost of any construction, repair or replacement of any improvement on the Common Property or Areas of Common Responsibility, or on any easement benefiting the Master Association, for the purpose of covering any budget deficits of the Master Association, or for any other purpose deemed desirable or appropriate by the Board; provided, however, that any such Special Assessment shall have the approval of a majority of the votes of the Members are in attendance and voting in person or by proxy at a meeting duly called for said purpose.

iii Individual Assessments. shall be made for the purposes of (a) satisfying costs and expenses incurred by the Master Association in bringing a particular Lot into compliance with the provisions of this Master Declaration, including any action taken or costs or expenses incurred by the Master Association to cure or eliminate any violation or non-compliance with the provisions of this Master Declaration; (b) satisfying costs and expenses, including reasonable attorney's fees, whether or not suit be brought, incurred by the Master Association in the enforcement of the provisions of this Master Declaration against a particular Lot or particular Owner with respect to a particular Lot; and (c) satisfying reasonable overhead expenses of the Master Association associated with the making, levying, imposing, collecting and enforcing of Individual Assessments. The costs and expenses described in clauses (a) through (c) above are herein referred to as "Individual Expenses."

(d) Limitation on Levying Assessments. Annual Assessments and Special Assessments shall be initially levied against all Members on the following basis:

58% of all Assessments shall be levied against the Members representing the Single-Family Lots

42% of all Assessments shall be levied against the Member representing the Townhome Lots

Individual Assessments shall be levied against, only the Owner of, or Member representing, the particular Lot that is the subject of the Individual Expense. In no event shall an Individual Assessment be levied against any Lot or Owner other than the particular Lot and Owner that is the subject of such Individual Expense. When and if Additional Property is added to the Property pursuant to Section 3(b) above, the Assessment percentages set forth above shall be recalibrated and reapportioned to ensure that the Assessment responsibilities of the Single-Family Lots and the Townhome Lots remain as proportionate as possible to the number of lots within the Single-Family and Townhome sections of the Property.

(e) Notice of Assessments. The Master Association shall notify each Owner of any Assessments which may be made by the Board. Assessments shall be due and payable in the manner contained in the notice. Notwithstanding anything in the foregoing to the contrary, notice of an Assessment from the Master Association to any Sub-association shall be sufficient for satisfying the Master Association's obligation to provide notice of such Assessment to any Owner with respect to the Lots for which such Sub-association was formed.

(f) Failure to Pay Assessment. If not timely paid, the Assessments levied against a Lot, shall be a charge on the Lot, entitling the Master Association to record a claim of lien against the Lot, which shall be a continuing lien from the date on which same is recorded. Said liens shall have priority as of the date of such recording, and shall be subordinate to the lien of any mortgage recorded prior thereto. Assessments shall also be the personal liability of the Owner of a Lot at the time the Assessment is levied by the Board. No Owner shall escape personal liability for an Assessment levied while the Owner holds title by transferring title of a Lot however an Owner shall be liable for only those Assessments made while the Owner holds title to the Lot subject to the Assessments.

Each Owner, and any other person or entity acquiring fee simple title to a Lot or any real property located within the Property, shall, to the extent permitted by applicable law, be deemed to have waived, to the extent of any lien for Assessments at any time imposed pursuant to this Master Declaration, the benefit of any homestead or similar exemption laws of the State of Florida or of the United States of America now in effect or hereinafter enacted.

No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of its Lot. If an Assessment is not paid in a timely manner in accordance with the Master Association's notice, the Assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less, and the Master Association may bring an action at law against the Owner personally obligated to pay the same and/or in equity foreclose the lien against the Lot of such Owner, and there shall be added to the amount of such Assessment the interest above stated, the costs of the action, including reasonable attorney's fees whether or not judicial proceedings are involved, and including reasonable attorneys' fees and costs incurred on any re-hearing or appeal of a lower court decision.

In addition to the foregoing, any Member with respect to any Lot against which Assessments have been levied and not timely paid shall be subject to the suspension of Member rights as set forth in this Master Declaration.

The remedies contained in this provision shall be cumulative of all other remedies now or hereafter available at law or in equity.

15. DEFAULT.

(a) Notice and Cure. If an Owner or any Sub-association shall fail to comply with any provision applicable to it as set forth in this Master Declaration or the Articles and Bylaws of the Master Association, then Declarant, the Master Association or any Member or other Owner, at its option, and with fifteen (15) days' prior written notice, may proceed to cure the default by the payment of money or other action for the account of the defaulting Owner. Notice served upon any Sub-association shall be sufficient as against any Owner of any Lot for which such Sub-association was formed. The foregoing right to cure shall not be exercised if within the fifteen (15) day notice period (i) the defaulting Owner or Sub-association cures the default, or (ii) the default is of such a nature that it cannot reasonably be cured within that time period but the defaulting Owner begins to cure such default within such time period and diligently pursues such action to completion. The fifteen (15) day notice period shall not be required if, using reasonable judgment, the Declarant, Master Association, Member or Owner giving notice deems that an emergency exists which requires immediate attention. In the event of such an emergency the Declarant, Master Association, Member or Owner giving notice shall give whatever notice to the defaulting Owner is reasonable under the circumstances. Notwithstanding anything in the foregoing provisions of this subparagraph to the contrary, in no event shall either the Declarant, Master Association, Member or Owner be bound by any settlement or other non-legally adjudicated resolution of such a default unless such parties have agreed in writing to such settlement or resolution.

Within ten (10) days of written demand therefor (including providing copies of invoices reflecting costs), the defaulting Owner or Sub-association shall reimburse the Declarant, Master Association, Member or Owner giving notice, as the case may be, for any sum reasonably expended by the Declarant, Master Association, Member or Owner giving notice due to the default or in correcting the same, together with interest thereon at the rate of eighteen percent (18%) per annum, but not to exceed the highest rate then allowed by law, until paid.

(b) Other Remedies. All remedies provided for in this Master Declaration as a result of a breach by any Owner or Sub-association of any term, provision or covenant set forth in this Master Declaration, shall be deemed additional to any and all other remedies to which the Declarant, Master Association, Member or Owners may be entitled at law or in equity (except that this Master Declaration may not be canceled, rescinded, or terminated on account of such breach), and shall include the right to restrain by injunction any violation or threatened violation by any Owner or Sub-association of any of the terms, covenants or conditions of this Master Declaration and by decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedies at law for any breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not necessarily adequate.

16. COVENANTS RUN WITH THE LAND. Each covenant, condition, restriction, easement and other provision contained herein shall be appurtenant to and for the benefit of the Lots and shall be a burden thereon for the benefit of all the Lots and shall run with the land. This Master Declaration and the covenants, conditions, restrictions and easements created hereby shall inure to the benefit of and be binding upon Declarant and its successors in title to any of the Lots; provided, however, that if any Owner conveys fee simple title to its Lot, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with such Lot, arising under this Master Declaration, the Articles and/or the Bylaws to be performed or arising after the conveyance of said fee simple title but shall remain liable for all obligations arising under this Master Declaration prior to the conveyance of such title.

17. DURATION. This Master Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Master Association and any Member, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date

this Master Declaration is recorded in the public records, after which time this Master Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument is signed by the Members representing at least eighty percent (80%) of the Owners of the Lots agreeing to terminate this Master Declaration and said instrument is recorded in the Public Records of Osceola County.

18. AMENDMENTS AND MODIFICATIONS. The holders of at least two-thirds (2/3) of the votes in the Master Association (without regard to class) may change or amend any provision hereof either (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same recorded in the Public Records of Osceola County. Any proposed amendment may be initiated by Declarant, the Master Association, or petition signed by Members representing at least ten percent (10%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Member at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two-thirds (2/3) of the votes of the Members (without regard to class) cast in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment, or the certified copy of the duly adopted resolution, among the Public Records of Osceola County. Notwithstanding anything to the contrary set forth in the preceding provisions of this Paragraph, this Master Declaration may not be changed, amended or modified in any fashion which alters any provision of this Master Declaration pertaining to the Surface Water Management System unless said change, amendment or modification is consented to by the SFWMD.

19. DAMAGE OR DESTRUCTION TO COMMON PROPERTY. Damage to or destruction of all or any portion of the Common Property shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) Sufficient Insurance Proceeds. In the event of damage to or destruction of the Common Property, if the insurance proceeds are sufficient to effect total restoration, then the Master Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed.

(b) Insufficient Insurance Proceeds. If the insurance proceeds are not sufficient to effect total restoration of the Common Property, then the Master Association shall cause such portions for the Common Property to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each of the Members or Owners in accordance with the provisions of this Master Declaration.

(c) Negligence or Willful Misconduct. Each Owner shall be liable to the Master Association for the cost to repair any damage to the Common Property not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Owner or an Owner's tenants, guests or invitees. In addition, the Master Association shall have the right to charge any Owner for the increase, if any, in the insurance premium attributable to damage caused by such Owner or the Owner's tenants, guests or invitees. The sums due from an Owner hereunder shall be an Individual Assessment against the Owner and that Owner's Lot and may be collected as provided elsewhere in this Master Declaration for the collection of Individual Assessments.

20. MORTGAGEE PROTECTION.

(a) Records and Notices. The Master Association shall make available to all Owners and Members and to all holders of mortgages on Lots, and to insurers and guarantors of any first mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Master Declaration (with all amendments) and the Articles, Bylaws, rules and regulations, and the books and records of the Master Association (including the budget). Such persons shall be entitled, upon prior written request, (i) to receive a copy of the Master Association's financial statement for the immediately preceding fiscal year, (ii) to receive notices of and attend Master Association meetings, (iii) to receive notice from the Master Association of an alleged default by any Owner in the performance of such Owner's obligations under this Master Declaration, the Articles or Bylaws of the Master Association, which default is not cured within thirty (30) days after the Master Association learns of such default and to the extent that the mortgagee, insurer and/or guarantor has an interest, by virtue of the mortgage, in the Lot owned by the defaulting Owner, and (iv) to receive notice of any substantial damage or loss to the Common Property.

(b) Adverse Events. Any holder, insurer or guarantor of a mortgage on a Lot shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Property; (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot, and (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(c) Taxes and Other Charges. After thirty (30) days written notice to the Master Association, any holder, insurer or guarantor of a mortgage on a Lot shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against or loss of the Master Association's title to any portion of the Common Property, and to receive prompt reimbursement from the Master Association.

(d) Insurance Premiums. After thirty (30) days written notice to the Master Association, any holder, insurer or guarantor of a mortgage on a Lot shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive prompt reimbursement from the Master Association.

21. DISCLAIMERS AND LIMITATIONS.

(a) Disclaimer of Representations or Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS MASTER DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

(b) General. Notwithstanding anything contained herein or in the Articles, Bylaws and rules and regulations of the Master Association or any other document governing or binding the Master Association, Declarant or the Property (collectively, the "Constituent Documents"), neither the

Master Association nor the Declarant shall be liable or responsible, for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property including, without limitation, residents and their families, agents, employees, contractors, guests or invitees, or for any property of any such persons. Without limiting the generality of the foregoing:

i it is the express intent of the Constituent Documents that the various provisions thereof which are enforceable by the Master Association or Declarant or which govern the uses of the Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

ii the Master Association is not empowered, nor has been created, to act as an entity which enforces or ensures compliance with the laws of the United States, State of Florida, Osceola County or any other jurisdiction, or prevents tortious activities; and

iii any provisions of the Constituent Documents setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Master Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for such reason.

Each Owner (by virtue of its, his or her acceptance of title to its, his or her Lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Master Association or Declarant and arising from or connected with any matter for which the liability of the Master Association or Declarant has been disclaimed in this Section or in this Master Declaration generally.

As used in this Section, the words "Master Association" and "Declarant" shall each include within their meanings all of the respective directors, officers, committees and board members, employees, agents, contractors (including without limitation management companies), and successors and assigns of each.

22. NOT A PUBLIC DEDICATION. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Master Declaration shall be strictly limited to and for the purposes herein expressed.

23. BREACH SHALL NOT PERMIT TERMINATION. No breach of this Master Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Master Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Master Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but such covenants or restrictions shall be binding upon and effective against such Owner of any of said Property or any portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise.

24. SEVERABILITY. If any clause, sentence or other portion of this Master Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

25. ATTORNEYS' FEES. In the event of the institution of any legal proceedings for any violation or threatened violation of any of the terms, covenants, restrictions and conditions contained herein, or for the collection of any sums due and payable hereunder, or for the foreclosures of any liens provided for herein, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred in connection with such litigation, specifically including, but not limited to reasonable attorneys' fees, which costs and fees shall also include those caused by reason of any appellate proceeding, re-hearing or otherwise, from the non-prevailing party.

26. NOTICE. Any notices required to be given hereunder to any Owner shall be given by either (i) personal delivery, (ii) certified mail, postage prepaid, return receipt requested or (iii) overnight courier service that provides a receipt evidencing delivery of packages such as Federal Express. The notices to the Owners shall be sent to the addresses appearing in their respective recorded deeds, and notices to the Declarant shall be sent to the Declarant's address set forth in the initial Paragraph of this Master Declaration or, if applicable, to an assignee's address contained in any recorded assignment instrument, or, in the event an address is not contained in the deed of conveyance or is no longer the current address of the addressee, at the option of the party sending the notice, same may be delivered to the building constructed on the Lot owned by the Owner. Notices shall not be deemed to have been delivered to the intended addressee until same are actually delivered to the location identified by the address. Notwithstanding anything in the foregoing to the contrary, any notice required to be given hereunder to any Owner of any Lot for which a Sub-association has been formed shall be deemed given upon delivery thereof to such Sub-association at the address of the principal office of such Sub-association as established in the records of the Secretary of State, State of Florida.

27. NEGATION OF PARTNERSHIP. None of the terms or provisions of this Master Declaration shall be deemed to create a partnership between or among the Owners, Members or Declarant, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Owner and Member shall be considered a separate Owner and Member respectively, and no such Owner or Member shall have the right to act as an agent for another Owner or Member unless expressly authorized to do so herein or by separate instrument signed by the parties to be charged.

28. INTERPRETATION. The provisions of this Master Declaration and the Articles, Bylaws and any rules and regulations of the Master Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Master Association and the Property, the preservation of the value of the Lots and the protection of Declarant's rights, benefits and privileges herein contemplated. Notwithstanding that this Master Declaration was prepared, initially, at the direction of the Declarant, and notwithstanding any rule of construction to the contrary, this Master Declaration shall not be more strictly construed against the Declarant and/or any of its affiliates than against any other person or entity. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Master Declaration.

29. CONFLICT. This Master Declaration shall take precedence over any inconsistent or conflicting provisions in the Articles and Bylaws of the Master Association. The Articles shall take precedence over the Bylaws and any rules promulgated pursuant thereto.

30. TIME. Time is of the essence of this Master Declaration.

31. WAIVER. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any covenant of this Master Declaration shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Master Declaration.

32. NON-MERGER. Notwithstanding any applicable law or legal concept or theory, no interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby shall be deemed to merge with any other interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby. Notwithstanding any applicable legal principle or theory including, but not limited to, the principle generally known as "merger," the ownership of the entirety of the lands defined as the "Property" by the same party at the same time shall not result in or cause the termination of this Master Declaration and, likewise, ownership by the same party at the same time of both the benefitted and burdened lands associated with any of the Easements shall not result in or cause the termination of any of such Easements.

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EXHIBIT "A"**The Property**

A portion of Section 5, Township 25 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Section 5, said point also being the Northwest corner of Pebble Point Unit 3A, according to the plat thereof, as recorded in Plat Book 12, Pages 54 through 56, of the Public Records of Osceola County, Florida; thence run N 00°12'13" E, along the West line of said Section 5, a distance of 978.04 feet; thence departing said West line, run N 89°41'14" E, a distance of 399.38 feet; thence run S 77°30'00" E, a distance of 126.26 feet; thence run N 89°41'14" E, a distance of 628.18 feet; thence run N 73°00'00" E, a distance of 137.43 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 970.00 feet and a central angle of 01°05'51"; thence on a chord bearing of S 20°24'44" E, run 18.58 feet along the arc of said curve to a point; thence run N 69°02'21" E, a distance of 115.00 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 855.00 feet and a central angle of 15°07'02"; thence on a chord bearing of N 13°24'08" W, run 225.59 feet along the arc of said curve to the point of tangency thereof; thence run N 05°50'37" W, a distance of 92.64 feet; thence run N 89°45'05" E, a distance of 2619.19 feet to a point on the West right-of-way line of Boggy Creek Road, said point being a point on a non-tangent curve, concave southeasterly, having a radius of 1019.93 feet and a central angle of 10°58'05"; thence on a chord bearing of S 06°11'02" W, run 195.25 feet along the arc of said curve and along said West right-of-way line to the point of tangency thereof; thence run S 00°41'59" W, along said West right-of-way line, a distance of 1127.31 feet to a point on the South line of said Section 5 and the North line of Pebble Point Unit 2, according to the plat thereof, as recorded in Plat Book 7, Pages 137 through 139, of the Public Records of Osceola County, Florida; thence departing said West right-of-way line, run S 89°40'56" W, along said North line, a distance of 1251.71 feet to the South 1/4 corner of said Section 5; thence run S 89°41'14" W, a distance of 2670.76 feet to the Point of Beginning.

LESS AND EXCEPT Lots 244 through 248 as shown on the Plat for Eagle Bay Phase One, recorded in Plat Book _____, Page _____, of the Public Records of Osceola County, Florida.