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**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS, AND RESTRICTIONS
- FOR -
COUNTRY WALK RESERVE**

This document prepared by
and after recording return to:
George P. Graham, Esq.
Akerman Senterfitt
420 South Orange Avenue, Suite 1200
Orlando, FL 32801-4904

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
AND RESTRICTIONS FOR COUNTRY WALK RESERVE**

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**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS
FOR
COUNTRY WALK RESERVE**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR COUNTRY WALK RESERVE is made effective as the Recording Date, by JTD Land at Country Walk, LLC, a Florida limited liability company ("**Declarant**"), whose post office address is 210 S. Hoagland Blvd., Kissimmee, FL 34741.

RECITALS:

A. Declarant owns that certain real property and all Improvements, if any, located thereon, which is located in the County and which is more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Declarant Property**").

B. NVR, Inc., a Virginia corporation ("**NVR**"), owns that certain real property and all Improvements, if any, located thereon, which is located in the County and which is more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**NVR Property**") (the Declarant Property and the NVR Property is collectively the "**Initial Property**").

C. The Initial Property is a proposed single-phase single-family residential community to be known as "Country Walk Reserve" (the "**Community**").

D. Declarant, as the owner of the Initial Property, and as the Developer of the Community pursuant to the Act: (1) desiring to preserve and enhance the values and quality of life within the Community; (2) desiring to protect the value, desirability, and attractiveness of the Community; (3) in order to protect the health, safety, welfare, and well-being of the Members; (4) in order to ensure that the Community is subdivided, developed, improved, maintained, administered, occupied, used, enjoyed, and preserved pursuant to a uniform plan and system of development; and, (5) desiring to subject the Property to the Covenants and Easements more particularly set forth herein, wishes to Record this Declaration. This Declaration also provides for a flexible and reasonable, yet uniform, procedure and scheme for the Community's future expansion.

E. An integral part of the overall development of the Community is the creation and formation of the Association, the membership of which will be comprised of all Members, pursuant to the terms and conditions of the Constituent Documents. Declarant has hereto incorporated the Association. In addition to such other purposes as may be set forth in the Governing Documents and under the Association Act, the Association's purpose is to: (1) own, operate, administer, and maintain the Common Areas and to operate, administer, and maintain the Areas of Common Responsibility, all for the benefit of the Members, as more particularly set forth in the Governing Documents, and as required pursuant to the Association Act; (2) accept and assume the delegation of certain powers of and responsibilities, duties, and obligations for, as applicable, owning, maintaining, operating, and administering such real property and any Improvements located thereon; (3) collect, direct, manage, and disburse the monies derived from Assessments or as income by the Association, all as set forth in the Governing Documents and as required pursuant to the Association Act; and (4) administer and enforce the Governing Documents.

DECLARATIONS:

NOW, THEREFORE, Declarant, as of the Recording Date, hereby declares that the Property is and shall be encumbered by this Declaration and shall be owned, improved, developed, held, controlled,

sold, transferred, conveyed, leased, mortgaged, occupied, and otherwise dealt with pursuant to this Declaration and subject to the Assessments, Covenants, and Easements established and set forth herein, all of which shall, subject to the terms hereof: (a) perpetually, forever, and, except as otherwise set forth herein, irrevocably run with title and ownership to the Property; (b) be binding upon all Persons and their heirs, successors, successors-in-title, and assigns having or acquiring any right, title, or interest in the Property or in any part thereof; and (c) inure to the benefit of each and every Person and their heirs, successors, successors-in-title, and assigns, from time to time, owning or holding any interest in the Property or any part thereof.

ARTICLE I

RECITALS AND DEFINITIONS

Section 1.01. Recitals. The recitals set forth above are true and correct and are incorporated into the Governing Documents, as if fully set forth in and made a part of the Governing Documents.

Section 1.02. Definitions. Capitalized terms used above or herein that are not defined in this Section 1.02 shall have the meanings given to such terms elsewhere in the Governing Documents. The definitions set forth below may contain terms, conditions, and provisions necessary for (a) the proper interpretation of the Governing Documents, and (b) to fully understand the Members' rights, privileges, duties, and obligations under the Governing Documents. When used in the Governing Documents, the following terms shall have the following meanings:

(a) **"Act"** shall mean and refer to Chapter 720 of the Florida Statutes, as the same may be amended, restated, or re-codified from time to time.

(b) **"Additional Property"** shall mean and refer to any real property, together with any Improvements thereon, which, after the Recording Date, is: (i) encumbered by this Declaration; and (ii) made subject to jurisdiction of the Association by annexation pursuant to the terms hereof.

(c) **"Affiliate"** shall mean and refer to any Person which, either directly or indirectly, through one or more intermediaries, controls, is in common control with, or is controlled by, another Person, and any Person that is a director, trustee, officer, employee, manager, shareholder, agent, co-venturer, subsidiary, or personal representative of any of the foregoing. For the purposes of the definition of Affiliate, the term "control" shall mean the direct or indirect power to direct or cause the direction of a Persons' management, control, procedures or policies, whether through the ownership of voting interests/securities, by contract, or otherwise.

(d) **"Annual Assessments"** shall mean and refer to annual assessments levied to fund Common Expenses for the general benefit of all Parcels and Members, as determined in accordance with Section 6.03 hereof.

(e) **"Any"**: The words "any" or "all", used independently or together, shall mean "any and all."

(f) **"Approval"** or **"Approved"** shall mean and refer to matters (including any Plans) submitted by or on behalf of a Member for approval by Reviewer, and that have been approved in writing by Reviewer.

(g) **"Architectural Review Board"** or **"ARB"** shall mean and refer to the committee established and to be appointed by Declarant or the Board, pursuant to the terms of the Governing

Documents, to review Plans, specifications, and proposals for the construction, modification, repairing or replacement of Improvements, and to administer and enforce the architectural control provisions of the Governing Documents.

(h) **"Architectural Guidelines"** shall mean and refer to any criteria, guidelines, procedures, control provisions, and any ARB Rules adopted by Reviewer, from time to time, pursuant to the terms of the Governing Documents, including any amendments thereto, pertaining to: (i) architectural design and construction, modification, repairing or replacement of Improvements, including Dwellings, within or on the Property; (ii) control provisions applicable to development within or on the Property; and (iii) submittal and review procedures concerning Reviewer, all of the foregoing pursuant to the terms of the Governing Documents. Any Architectural Guidelines shall be in writing and shall be made available to all Homebuilders and to all Members or prospective Members. The Architectural Guidelines may include any matters considered appropriate by Reviewer and not inconsistent with the Governing Documents or the Association Act.

(i) **"Area(s) of Common Responsibility"** shall mean and refer to any real property or Improvements located in or within the vicinity of the Property which are not owned or intended to be owned by the Association, but which are intended to be improved, maintained, controlled, or operated by the Association in the manner and to the extent as provided for herein, all at Common Expense. Additional Property may contain Areas of Common Responsibility, but no commitment is made that any Additional Property will in fact contain Areas of Common Responsibility. Areas of Common Responsibility may be designated by this Declaration, any Supplemental Declaration, a bilateral contract entered into by the Association, or by a decision of the Board.

(j) **"Articles"** shall mean and refer to the Articles of Incorporation of the Association. A copy of the initial Articles are attached hereto as **Exhibit "B"** and are made a part hereof. The Articles may be amended from time to time as provided in the Governing Documents, and it shall not be necessary to amend this Declaration, or the other Governing Documents, in order to amend the Articles.

(k) **"Assessment(s)"** shall mean, refer to, and include: (i) Annual Assessments; (ii) Special Assessments; (iii) Individual Assessments; (iv) the Start-Up Assessment; (v) any assessments or amenity fees levied under or pursuant to the Act; (vi) any other monetary charges, liens, or fees that any Member is responsible for paying pursuant to the Governing Documents or the Act; and (vii) any interest fines, fees, and late charges that may be imposed by the Board, at its discretion, and all costs of the Association's collection of any of the foregoing Assessments against any Member and other Occupant, including, without limitation, court/litigation costs and expenses/fees, and reasonable attorneys' and paralegals' fees before trial, at trial, on appeal, post-judgment, and in any mandatory or voluntary arbitration, mediation, or any other alternative dispute resolution proceeding in which the Association prevails or is deemed, adjudged, ruled, or found to be the winning or substantially prevailing party.

(l) **"Assessment Lien"** shall mean and refer to any lien(s) encumbering any Parcel, the purpose of which is to secure the payment of any Assessments that remain unpaid for a period of thirty (30) days or longer after becoming due.

(m) **"Association"** shall mean and refer to the Country Walk Reserve Homeowners Association, Inc., a Florida not for profit corporation, and its successors or assigns.

(n) **"Association Act"** shall mean and refer to the laws of the State applicable to the operations and governance of the Association, including, but not limited to, those laws set forth in Chapter 617 and Chapter 720 of the Florida Statutes, as the same may be amended, restated, or recodified from time to time.

(o) **"Benefited Member"** shall mean and refer to each Class "A" Member and the Class "B" Member, but shall expressly exclude any Class "C" Members.

(p) **"Board", "Board of Directors" or "Directors"** shall mean and refer to the Board of Directors of the Association, which shall be the body responsible for the general governance and administration of the Association, and which body shall be selected, appointed, or elected as provided in the Governing Documents.

(q) **"Budget"** shall collectively mean the Association's Capital Budget, Operating Budget, and Annual Assessments, for a Fiscal Year.

(r) **"Builder"** shall mean and refer to any Person that has acquired or that acquires title to any Parcel in furtherance of: (i) the business of developing the Parcel for eventual construction of Dwellings thereon in the ordinary course of such Person's business; or (ii) the business of constructing Dwellings thereon for later sale to consumers in the ordinary course of such Person's business.

(s) **"Bylaws"** shall mean and refer to the Bylaws of the Association. A copy of the initial Bylaws are attached hereto as **Exhibit "C"** and are made a part hereof. The Bylaws may be amended as provided in the Governing Documents, and it shall not be necessary to amend this Declaration, or the other Governing Documents, in order to amend the Bylaws.

(t) **"Code"** shall mean and refer to the Florida Administrative Code, as the same may be amended, restated, or re-codified from time to-time.

(u) **"Common Area(s)"** shall mean and refer to all real and personal property, including Improvements, from time to time owned or intended to be owned by the Association and devoted to the use and enjoyment of the Members, all at Common Expense. Without limiting the generality of the foregoing, Tracts D, E, F, G, H, I, K, M, N, and O, depicted on the Plat to be recorded contemporaneously with this Declaration shall be Common Area. Common Area shall include: (i) easement areas which are held by the Association as grantee; (ii) real and personal property, including Improvements, that the Association leases or otherwise has a right to possess, hold, control, or use for the common use and enjoyment of the Members; (iii) Limited Common Area; (iv) all Easements, rights and other interests established in favor of the Association by the Governing Documents or pursuant to any Plat; and (v) "common area", as that term is defined in the Act. Additional Property may contain Common Area, but no commitment is made that any Additional Property will in fact contain Common Area. Under no circumstances shall Tract J or any part thereof be deemed Common Area, unless Declarant, via a Recorded Plat or Supplemental Declaration, declares Tract J or any part thereof to be deemed Common Area.

(v) **"Common Expense(s)"** shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives hereunder and under the Association Act, including, without limitation: (i) costs incurred for operation, management, administration, maintenance, repairs, replacement, insurance, and improvement of the Common Area and Areas of Common Responsibility; (ii) costs for services required or authorized to be performed or rendered by the Association hereunder and under the Association Act; (iii) costs for the establishment and maintenance of any Reserves; and (iv) costs for any other purpose or function of the Association whatsoever pursuant to the Governing Documents and the Association Act, all of the foregoing as may be found to be reasonably necessary by the Board from time to time, pursuant to the Governing Documents and the Association Act. Except as otherwise expressly set forth in the Governing Document, all undertakings, duties, responsibilities, obligations, activities, outlays, and costs and expenses of the Association concerning the Property, the Community, the Common Area,

the Areas of Common Responsibility, and in enforcing the terms, conditions, and provisions of the Governing Documents, shall all be done at Common Expense.

(w) **"Community"** shall mean and refer to the proposed single-phase single-family residential community to be known as "Country Walk Reserve", which will be comprised of the Initial Property, together with any Additional Property, all of which will be developed as a planned community pursuant to the Governing Documents and the PSP/DP.

(x) **"Community-Wide Standard"** shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing throughout the Community, or the minimum standards established for the same pursuant to the Architectural Guidelines, the Rules and Regulations, or any resolutions of the Board, whichever is the highest standard. Declarant initially, and until the time of Turnover, shall establish any such Community-Wide Standard. The Community-Wide Standard may contain objective elements, such as, but in no way limited to, specific lawn and residence maintenance requirements, and subjective elements, such as, but in no way limited to, matters subject to the Board's or Reviewer's approval or discretion. The Community-Wide Standard may be set out in writing. The Community-Wide Standard may evolve as development progresses and as the Community changes and evolves.

(y) **"Conservation Area"** shall mean and refer to any areas or portions of the Property from time to time included within, or subjected to, a Conservation Easement, pursuant to the provisions of Section 4.15 hereof, which Conservation Area will include Tracts E, F, G, H, and I, as depicted on the Plat to be recorded contemporaneously with this Declaration (the "Conservation Tract").

(z) **"Constituent Document(s)"** shall mean and refer to the following Governing Documents, in the following order of priority and governance: (i) this Declaration, (ii) any Supplemental Declaration (in the event that there are multiple Supplemental Declarations, then the order of priority and governance of such Supplemental Declarations shall be based upon Recording order), (iii) the Articles, and (iv) the Bylaws.

(aa) **"Co-Owners"** shall mean and refer to one or more Persons that, pursuant to the Public Records, jointly owns a Parcel, whether as fiduciaries, joint tenants, tenants in common, tenants in partnership, or in any other manner or form of joint or common ownership.

(bb) **"County"** shall mean and refer to Orange County, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments, divisions and agencies.

(cc) **"Covenants"** shall mean and refer to each and every covenant, condition, restriction, and reservation established by or set forth in the Governing Documents.

(dd) **"Declarant"** or **"Developer"** shall mean and refer to JTD Land at Country Walk, LLC, a Florida limited liability company, and its successors and/or assigns; provided, however, that no successor or assignee of Declarant shall succeed to any rights or liabilities of Declarant under the Governing Documents or under the Act, unless and until such rights and liabilities are transferred from Declarant to such successor or assignee pursuant to an Assignment and Assumption, unless such rights and liabilities otherwise expressly pass by Declarant to such successor or assignee by operation of Law. Except as otherwise expressly set forth herein, or unless prohibited by the Act, on all matters, and in the exercise of all rights, benefits, and privileges under the Governing Documents or pursuant to the Act, Declarant may act through its Affiliates, as such Affiliates are designated in writing by Declarant from time to time.

(ee) **"Declaration"** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Country Walk Reserve, as amended, modified, restated or supplemented from time to time.

(ff) **"District"** shall mean and refer to the St. Johns River Water Management District, an agency created pursuant to Chapter 373 of the Florida Statutes, or any successor governmental agency.

(gg) **"Dwelling"** or **"Residence"** shall mean and refer to any single family residence or dwelling unit located, or to be located, on a Residential Parcel.

(hh) **"Easements"** shall mean and refer to each and every easement and license (i) established by or set forth in the Governing Documents, (ii) established by or pursuant to a Plat, or (iii) which are otherwise properly created, granted, declared, reserved or established concerning or with regard to the Property.

(ii) **"Eligible Property"** shall mean and refer to any Parcel or any part thereof including, but not limited to, any Lot, Unit, or any part of the Common Areas.

(jj) **"Fannie Mae"** shall mean and refer to the Federal National Mortgage Association, and its successors and/or assigns.

(kk) **"FHA"** shall mean and refer to the Federal Housing Administration, and its successors and/or assigns.

(ll) **"FHFA"** shall mean and refer to the Federal Housing Finance Administration, and its successors and/or assigns.

(mm) **"FHLBanks"** shall mean and refer to the Federal Home Loan Banks.

(nn) **"Freddie Mac"** shall mean and refer to the Federal Home Loan Mortgage Corporation, and its successors and/or assigns.

(oo) **"Governing Document(s)"** shall collectively mean this Declaration, any Supplemental Declarations, the Articles, the Bylaws, the Architectural Guidelines, the Community-Wide Standards, and the Rules and Regulations.

(pp) **"Governmental Authority(ies)"** shall mean and refer to any federal, state, or local authority, agency, court, department, division, entity, legislature, or other governmental instrumentality having authority, control, or jurisdiction over or concerning the Areas of Common Responsibility, the Association, the Common Areas, the Community, Declarant, the Members, the Owners, the Occupants, and the Property, including, but not limited to, the County and the Local Government.

(qq) **"Herein"**: The word "herein" means "in this Declaration."

(rr) **"Hereunder"**: The word "hereunder" means "pursuant to the terms of this Declaration."

(ss) **"Homebuilder"** shall mean and refer to: (i) any Person that is a licensed or certified homebuilder (and their contractors and subcontractors) and that has been approved in writing from time to time by Declarant to construct Residences on Residential Parcels; and (ii) any Person that is a building contractor or subcontractor and that has been approved in writing from time to time by Declarant to construct Residences on Residential Parcels.

(tt) **"HUD"** shall mean and refer to the U.S. Department of Housing and Urban Development, and its successors and/or assigns.

(uu) **"Improvements"** shall mean and refer to all buildings, improvements, structures, trees, and landscaping to be constructed, erected, installed, placed, replaced, repaired, or located on any Parcel and that will become permanently affixed to such Parcel, or any buildings, improvements, structures, trees, and landscaping that have been Approved and that have been constructed, erected, installed, placed, replaced, repaired, or located on any Parcel and which are permanently affixed to such Parcel. By way of example, and not limitation, the following are all included within the definition of Improvements: site work; Utility extensions; drainage improvement; barns; wells; billboards; yard accessories and play structures; Dwellings; garages; sidewalks; walkways; driveways; skateboard and bicycle ramps; bike paths; pedestrian trails; swimming pools; pool enclosures; outside hot tubs; gazebos; patios and porches; paving and concrete work; and fences and walls.

(vv) **Including.** The words "including" and "include" mean (i) "including, but not limited to," (ii) "including, without limitation," and (iii) "including, any and all."

(ww) **"Individual Assessments"** shall mean and refer to Assessments charged against a particular Member or Member's Parcel as described in Section 6.04(b) hereof.

(xx) **"Law(s)"** shall mean and refer to all laws, statutes (including, but not limited to, the Association Act), codes, ordinances, rules, requirements, regulations, orders, decrees, judgments and findings of any Governmental Authority.

(yy) **"Limited Common Area(s)"** shall mean and refer to a portion of the Common Area designated as Limited Common Area by Declarant from time to time herein or pursuant to the provisions of Section 4.01 hereof, which Common Area primarily benefits one or more, but less than all, of the Members.

(zz) **"Limited Common Area Expense"** shall mean and refer to Common Expenses incurred by the Association with regard or respect to any Limited Common Area.

(aaa) **"Lot"** shall mean and refer to each numbered or lettered single-family residential building lot created by any Plat of the Property, including any Dwelling located thereon once constructed. The boundaries of each Lot shall be shown, described, or referenced on a Plat. The term Lot shall not apply to the Common Areas or any Parcels other than Lots.

(bbb) **"Local Government"** shall mean and refer to the County.

(ccc) **"Member"** shall mean and refer to each Member of the Association pursuant to Article III hereof.

(ddd) **"Mortgage"** shall mean and refer only to any first-lien or first priority position permanent or construction mortgage that encumbers a Parcel and that was granted or made by a Mortgagee in good faith and for value.

(eee) **"Mortgagee"** shall mean and refer to any owner, beneficiary, holder or guarantor of a Mortgage, which owner, beneficiary, or holder of said Mortgage must be a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, an agency of the United States government, a private or public pension fund, the VA, Fannie Mae, Freddie Mac, the FHLBanks, a

credit union, a real estate or mortgage investment trust, or any other lender generally recognized in the State as an institutional lender that owns or holds, insures, or guarantees, a Mortgage.

(fff) "MSTU/MSBU" shall mean and refer to a municipal service taxing unit, municipal service benefit unit, or similar mechanism.

(ggg) "MSTU Authority" shall mean any Governmental Authority that establishes an MSTU/MSBU with regard to the Property or any part thereof.

(hhh) "Occupant(s)" shall mean and refer to all Owners/Members and all members of such Member's/Owner's family, along with all lessees, tenants, subtenants, sublessees, licensees, guests, visitors, and other invitees that reside in, occupy, or visit the Owner's/Member's Parcel from time to time.

(iii). **"Officers":** The officers of the Association shall be a President, who shall be selected from the Board of Directors, a Vice President, a Treasurer, a Secretary, and any other officers established by the Board from time to time.

(jjj) "Owner" shall mean and refer to the owner, whether one or more Persons, as shown by the official records of the Association (whether it be Declarant or any other Person), of fee simple title to any Parcel; provided, however: (i) that notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title to such Parcel pursuant to an unappealable, final, lawful foreclosure proceeding or a proper and lawful conveyance by deed in lieu of foreclosure; and (ii) Owner shall not mean or refer to any Occupant other than the Owner. All Co-Owners shall be treated for all purposes as a single Owner. The membership rights of an Owner which is not an individual (e.g., a corporation) may be exercised by any officer, director, manager, member, partner or trustee, or by an individual the Owner designates from time to time in a written instrument provided to the Association.

(kkk) "Parcel" shall mean and refer to any platted or unplatted lot, area, tract, unit, pod, portion, or other subdivision of the Property or any part thereof, pursuant to the terms hereof, including, but not limited to, a Lot, a Unit, and Common Areas.

(lll) "Permit" shall mean and refer to General Environmental Resource Permit No. 4-095-20488-4 issued by the District.

(mmm) "Person" shall mean and refer to any individual, corporation, partnership, firm, trust, a trustee, or any other legal entity of any kind, character or nature, including, but not limited to: (i) Declarant; (ii) the Association (including the ARB); (iii) an Owner; (iv) a Member; (v) an Occupant; (vi) a Mortgagee; and (vii) any owner, beneficiary, or holder of any lien or encumbrance encumbering a Parcel or any part thereof.

(nnn) "Plat" shall mean and refer to any and all subdivision maps or plats of the Property, as Recorded or to be Recorded.

(ooo) "Platted Parcel(s)" shall mean and refer to any portion of the Property that has been subdivided or platted into Lots and Common Area by the Recording of a Plat. The Initial Property contains or shall contain only Platted Parcels.

(ppp) "Potential Additional Property" shall mean and refer to any real property, including any Improvements thereon, located or lying within the vicinity of the Initial Property. Unless and until

annexed pursuant to the terms, conditions, and provisions hereof, this Declaration shall not encumber or bind in any way any of the Potential Additional Property.

(qqq) "Property" shall initially mean and refer only to the Initial Property, but, if and when added in accordance with the terms and conditions hereof, shall also include any Additional Property annexed to this Declaration and made subject to jurisdiction of the Association.

(rrr) "PSP/DP" shall mean and refer to any preliminary subdivision plan/development plan or order for the Property as approved by the County or Local Government from time to time. From time to time prior to Turnover, Declarant hereby reserves the right to seek and obtain approval from the County or Local Government to modify or amend the PSP/DP.

(sss) "Public Records" shall mean and refer to the Public Records of the County, or such other place designated as the official County location for recording documents affecting and encumbering title to real property and any Improvements located thereon.

(ttt) "Record," "Recording," or "Recorded": To record, the recording of, of appearing of record, of an instrument in the Public Records.

(uuu) "Recorded Conservation Easement" shall collectively mean and refer to: (a) that certain Conservation Easement recorded on September 27, 2011, in Official Records Book 10273, Page 1232, of the Public Records; (b) that certain Conservation Easement recorded on December 1, 2011, in Official Records Book 10300, Page 6492, of the Public Records; and (c) any other conservation easements in favor of any Governmental Authority heretofore or hereafter Recorded.

(vvv) "Recording Date" shall mean and refer to the date that this Declaration is first Recorded.

(www) "Reserves" shall mean and refer to: (i) any capital expenditure reserves and other reserve funds or accounts for deferred maintenance established herein or required by Law as of the Recording Date; and (ii) any capital expenditure reserves and other reserve funds or accounts for deferred maintenance established after the Recording Date by the Board from time to time, or imposed by Law after the Recording Date. Reserves may include, but shall not be limited to, capital expenditure reserves and other reserve funds or accounts necessary for the care, maintenance, repair, replacement, restoration, preservation, and protection of all Common Area and Areas of Common Responsibility, including all Easements and Improvements, and for such other purposes as the Board, in its reasonable discretion, shall deem necessary or appropriate from time to time.

(xxx) "Residential Parcel" shall mean and refer to any Lot or Unit.

(yyy) "Reviewer" shall mean and refer to the entity having exclusive jurisdiction and authority to administer and enforce the architectural control provisions of the Governing Documents, and to review and act upon all applications for Approval.

(zzz) "Rules and Regulations" shall mean and refer to any and all rules, regulations, procedures, criteria, policies, guidelines, and standards of the Association: (1) governing and/or restricting the use of Property; (2) governing the conduct of the Occupants; and (3) governing the operation of the Association, which rules and regulations are adopted by Declarant (prior to Turnover), the Board, the Reviewer, or any duly appointed committee or subcommittee of the Board, pursuant to the Governing Documents or the Association Act, including, but not limited to, the Architectural Guidelines, the Community-Wide Standard, and the ARB Rules, as any of such rules and regulations may be changed, modified, altered, amended, rescinded, supplemented or augmented from time to time.

(aaaa) "Streets" shall mean and refer to the rights-of-way of all streets, roads, alleys, boulevards, drives, courts, ways, and cul-de-sacs within the Property as the same are described in and depicted on any Plat, and all paving, curbs and other Improvements and appurtenances constituting part of the roadway system within the Property, conveyed or dedicated to the Local Government, other appropriate Governmental Authority, or any quasi-governmental entity.

(bbbb) "Special Assessments" shall mean and refer to Assessments charged against any Members or Parcels in accordance with Section 6.04(a) hereof.

(cccc) "Supplemental Declaration" shall mean and refer to any Recorded instrument which extends the effect of this Declaration to any Additional Property pursuant to hereof, and which instrument may identify and designate Common Areas, may identify and designate Limited Common Areas, and may impose additional Covenants, Easements, restrictions, and obligations on the real property and Improvements encumbered by and described therein.

(dddd) "State" shall mean and refer to the State of Florida, specifically including each and all of its departments, divisions, and agencies.

(eeee) "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 of the Code. The term Surface Water Management System shall include, but is not limited to: inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands, and any associated buffer areas, in wetland mitigation areas. Part of the Surface Water Management System may be located on land that is designated or to be designated as Common Area on any Plat; provided, however, that an MSTU Authority may require that all or part of such Common Area become an MSTU Parcel. Tracts A, B, and C, depicted on the Plat to be recorded contemporaneously with this Declaration shall be part of the Surface Water Management System.

(ffff) "Third Party Purchaser" shall mean and refer to a person that is a bona fide third party purchaser of a Parcel who is not a Builder.

(gggg) "Turnover" shall mean the transition of Association control to members other than the developer pursuant to Section 720.307 of the Act.

(hhhh) "Turnover Meeting" shall mean and refer to the meeting of the Board and the Members for effecting the Turnover, which Turnover Meeting shall allow "members other than the developer", per Section 720.307 of the Act, to elect a majority of the members to the Board.

(iiii) "Utility" or "Utilities" shall collectively mean and refer to the following, as may be applicable to the Property and the Community from time to time for the completion, marketing, use and enjoyment of the Property and the Community: telephone and telecommunications service; electric service; lighting service; sewer service; reclaimed water service; drinking/potable water service; cable television service; Internet service (including, but not limited to Wi-Fi and wireless service); alarm systems/service; irrigation systems and lines; the Surface Water Management System; natural gas service; sewer lines; irrigation lines; water lines; waterworks; sewer works; force mains; lift stations; pumping stations; wells; water mains; sewer mains; water distribution systems; sewage disposal systems; effluent disposal lines and systems; fiber optics lines; power lines; utility poles; natural gas lines, syphons, valves, gates, and pipelines; any other services designated as utilities by the Declarant prior to Turnover and

designated by the Association after Turnover; and all pipes, wires, cables, conduits, meters, equipment, facilities, machinery, Improvements, and apparatus appurtenant to any of the foregoing.

(jjjj) **"Unit(s)"** shall mean and refer to the number of Dwelling units allocated to any Unplatted Parcel. In the case of an Unplatted Parcel that is contemplated to have Improvements or that has Improvements on or under construction, Declarant shall designate in writing the number of Units allocated to any Unplatted Parcel, which writing must be in the form of a Supplemental Declaration. Upon the Recording of a Plat of such Unplatted Parcel, the Lots designated on the Plat shall automatically constitute and replace the Units previously allocated to such Unplatted Parcel.

(kkkk) **"Unplatted Parcel(s)"** shall mean and refer to any Parcel of the Property owned by a Builder and that has not yet been subdivided or platted into Lots and Common Area by the Recording of a Plat. The Initial Property does not contain and shall not contain any Unplatted Parcels.

(llll) **"VA"** shall mean and refer to the United States Department of Veterans Affairs, and its successors and/or assigns.

(mmmm) **"Voting Member"** shall mean Declarant as to votes allocated to the Class "B" Member, the Class "A" Members as to votes allocated to the Class "A" Members, and the Class "C" Members as to votes allocated to the Class "C" Members.

Section 1.03. Interpretation. This Declaration may be amended without amending any of the other Governing Documents. The provisions of the Governing Documents shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Community; the preservation of the value of the Property; and the protection of Declarant's rights, benefits, and privileges contemplated herein, in the Constituent Documents, and under the Act to the fullest extent permitted by Florida Law. If there is or should there ever be any conflicts between Florida Law and the terms and provisions of the Governing Documents, or between the terms and provisions of more than one Governing Document, then the following order of priority and governance shall prevail, but only as necessary to resolve such specific conflicts: (a) Florida Law, (b) this Declaration, (c) any Supplemental Declaration (in the event that there are multiple Supplemental Declarations, then the order of priority and governance of such Supplemental Declarations shall be based upon Recording order), (d) the Articles, (e) the Bylaws, (f) the Architectural Guidelines, the Community-Wide Standards, and (g) the Rules and Regulations. If a Governing Document of a higher priority and governance, as established above, is amended in such a way that the terms and provisions of such Governing Document conflict with the terms and provisions of any lower priority Governing Documents, as established above, then the lower priority Governing Documents shall be deemed automatically and simultaneously amended with amendment of the higher priority Governing Document, so that such lower priority Governing Documents may be read and interpreted to be consistent with the higher priority Governing Document. In no event shall any lower priority Governing Documents be amended if such amendment would conflict with the terms and provisions of any higher priority Governing Documents, and any such amendment shall be automatically ineffective and void. Notwithstanding that some or all of the Governing Documents may have been prepared, initially, at the direction of Declarant, and notwithstanding any rule of construction to the contrary, the Governing Documents shall not be more strictly construed or interpreted against Declarant or any of Declarant's Affiliates than against any other Person. The Governing Documents apply to all Members and Occupants.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01. Initial Property. As of the Recording Date, the Initial Property is and shall be encumbered, governed, benefitted, and burdened by this Declaration, and shall be owned, improved, developed, held, controlled, sold, transferred, conveyed, leased, mortgaged, occupied, and otherwise dealt with pursuant to this Declaration and subject to the Assessments, Covenants, and Easements.

Section 2.02. Annexation of Additional Property.

(a) **Declarant Annexation.** Declarant hereby reserves to itself, and shall hereinafter have the absolute right, but not the obligation, at any time and from time to time prior to Turnover, in its sole and absolute discretion, to bring within the scope of this Declaration, as Additional Property, all or any part of the Potential Additional Property. Except as provided in Article XII hereof, annexation of any or all of the Potential Additional Property as Additional Property by Declarant may be accomplished without the consent of any Person including, but not limited to, the Association, the Owners, the Members, or any Mortgagee, other than, as applicable, the written consent of the fee simple owner or owners of any such Potential Additional Property. Declarant may annex Additional Property and develop it before completing the development of the Property as originally or from time to time constituted. Prior to Turnover, Declarant shall have the power to annex Additional Property, regardless of the fact that such actions may alter the relative voting strength of the Members.

(b) **Association Annexation.** Prior to Turnover, the Association shall have no power, right, or authority whatsoever to bring any Additional Property within the scope of this Declaration by the Recording of a Supplemental Declaration or otherwise. After Turnover, with: (i) the prior written consent of the fee simple owner or owners of any such Potential Additional Property; and (ii) so long as Declarant or any Affiliate of Declarant owns a Parcel, with the prior written consent of Declarant, which consent may be granted or denied in Declarant's sole and absolute discretion, the Association, with the affirmative vote of a majority of the total voting interests of the Voting Members present at a meeting duly called for the purpose of considering and voting upon such annexation, may bring within the scope of this Declaration, as Additional Property, all or any part of the Potential Additional Property; provided, however, that (i) such real property that has a zoning and land use classification or designation that allows for single-family residential development on such real property; and (ii) the Association obtains any consents required pursuant to Article XII hereof.

(c) **Platted Parcels.** Upon the recordation of any Supplemental Declaration that brings in any Platted Parcels as Additional Property, all Class "A" Members and the Class "B" Member (but not any Class "C" Members) shall have a right and non-exclusive easement of use and enjoyment in and to all Common Areas within all Platted Parcels (including, but not limited to, any Common Areas within such Additional Property), and all Class "A" Members and the Class "B" Member (but not any Class "C" Members) shall have an obligation to contribute, through payment of Assessments, to the Operating Expenses of the Common Area and all Areas of Common Responsibility within all Platted Parcels. Until such time as an Unplatted Parcel becomes a Platted Parcel, the Class "C" Members of such Unplatted Parcel shall not have any right of access, easement, use, or enjoyment of any part of any Platted Parcels. In addition, until such time as an Unplatted Parcel becomes a Platted Parcel, the Class "C" Members of such Unplatted Parcel shall not have any responsibilities, duties, or liabilities of any kind, character or nature, whatsoever, with respect to any Platted Parcels, except for any liabilities of such Class "C" Members resulting from such Class "C" Member's own gross negligence, willful misconduct, or the gross negligence or willful misconduct of such Class "C" Member's Affiliates.

(d) **Unplatted Parcels.** In the event that an Unplatted Parcel is added as Additional Property, there shall be deemed no Common Areas or Areas of Common Responsibility until such time as the Unplatted Parcel becomes a Platted Parcel, in which case Common Areas shall be established as set forth on the Plat, and Declarant, prior to Turnover, and the Board, after Turnover, shall then determine whether there are any additional Areas of Common Responsibility. In the event that an Unplatted Parcel is added as Additional Property, then none of the Class "A" Members, the Class "B" Member, or the Association (except when enforcing its rights and the rights of the Class "A" Members and the Class "B" Members hereunder), shall have any right of access, easement, use, or enjoyment of such Additional Property until such time as the Unplatted Property becomes Platted Property, at which time a right and non-exclusive easement of use and enjoyment in and to the Common Areas, if any, within the Additional Property, shall vest in the Class "A" Members, the Class "B" Member, and the Association. In addition to the foregoing, until such time as the Unplatted Parcels become Platted Parcels, thereby establishing any additional Common Areas and any additional Areas of Common Responsibility, as determined by Declarant or the Board, as applicable, no Class "A" Members or the Class "B" Member shall have any obligations to contribute, through payment of Assessments or otherwise, to the cost of operating, maintaining, and insuring any Unplatted Parcels, it being expressly understood and agreed that such costs shall be borne solely by the Class "C" Members that own Units within the subject Unplatted Parcels. In addition, until such time as an Unplatted Parcel becomes a Platted Parcel, none of the Class "A" Members, the Class "B" Member, or the Association shall have any responsibilities, duties, or liabilities of any kind, character, or nature whatsoever with respect to any Unplatted Parcels, except for any liabilities of such Class "A" Members, the Class "B" Member, or the Association that may result from such Class "A" Member's, the Class "B" Member's, or the Association's own gross negligence or willful misconduct, or the gross negligence or willful misconduct of such Class "A" Member's, Class "B" Member's, or the Association's Affiliate. Notwithstanding the foregoing, the Association shall have the responsibility and duty to enforce all architectural control and restrictive covenant provisions set forth in the Governing Documents against all Class "C" Members. In connection with the foregoing, the Association may levy such Assessments against the Class "C" Members, the Unplatted Parcels, and the Units, as are deemed necessary with respect to such enforcement. With regard to Unplatted Parcels, the Association agrees to join in and consent to the platting of the Unplatted Parcels into Platted Parcels, which joinder and consent shall not be unreasonably withheld or delayed.

Section 2.03. Method of Annexation. Additions authorized under this Article II shall be made, if at all, by Recording a Supplemental Declaration extending this Declaration and the jurisdiction of the Association to the Additional Property. The Supplemental Declaration shall describe that portion of the Potential Additional Property being annexed as Additional Property and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing that portion of the Potential Additional Property to this Declaration and extending the jurisdiction of the Association to such Additional Property. The annexation of Additional Property by the Association shall be done via the Recording of a Supplemental Declaration signed by the President and Secretary of the Association, by the fee simple owner or owners of the Additional Property, and by Declarant, if Declarant's consent is required hereunder or under the Act. Any such Supplemental Declaration shall also certify that the annexation was approved by an affirmative vote of a majority of the total voting interests of the Voting Members present at a meeting duly called for the purpose of considering and voting upon such annexation. The date of such Members' meeting shall also be included in the certification. Any Supplemental Declaration: (i) may contain additional terms, conditions, and provisions not inconsistent with the Governing Documents to reflect the different character and nature, if any, of (A) the Additional Property then being annexed and the intended use thereof, or (B) the housing or development approaches being implemented or that may be implemented with respect to such Additional Property; (ii) may impose additional Covenants and Easements on such Additional Property; and (iii) may supplement, create exceptions to, or otherwise modify the terms of, the Governing Documents, as they shall apply to the Additional Property. Any Supplemental Declaration Recorded by Declarant or the Association shall be

conclusive in favor of all Persons who rely on such Supplemental Declaration 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. No provision of the Governing Documents shall be construed to require Declarant or the Association to annex any Additional Property. Notwithstanding anything to the contrary contained in the Governing Documents or otherwise, no Person other than Declarant, subject to the terms hereof, and the Association, subject to the terms hereof, shall have any power, right, or authority whatsoever to bring any Additional Property within the scope of this Declaration by the Recording of a Supplemental Declaration or otherwise.

Section 2.04. Withdrawal. Until such time as Turnover, Declarant, subject to any Consents required pursuant to Article XII hereof, reserves the right to amend this Declaration unilaterally at any time and for any reason whatsoever for the purpose of removing or withdrawing any portion of Eligible Property from the encumbrance of this Declaration and the jurisdiction of the Association, without notice, and without the consent of any Person, other than, as applicable, the fee simple owner or owners of the portion of the Property to be withdrawn, the District, the County, and the Local Government, if consent by the District, the County, or the Local Government is required by Florida law. Upon the recording of amendment to this Declaration that serves to identify and withdraw any Eligible Property, the ownership of which is vested in the Association, the Association shall, within no later than ten (10) days thereafter, execute and deliver to Declarant a properly executed and recordable quitclaim deed that re-conveys/conveys the Eligible Property to Declarant. Upon execution of such quitclaim deed, Declarant is authorized to Record the same. Once Eligible Property has been re-conveyed/conveyed to Declarant, as evidenced by the recording of the deed, Declarant may hold onto or dispose of such Eligible Property in Declarant's sole and absolute discretion. Notwithstanding anything to the contrary contained herein, Declarant may not unilaterally withdraw any Eligible Property: (a) if fee simple title to such Eligible Property is vested in a third party, other than the Association, by virtue of a conveyance or dedication from Declarant to such third party, unless such third party agrees to the withdrawal of the Eligible Property; (b) if title to such Eligible Property is vested in the Association and the Association, pursuant to the Association's authority under this Declaration or under the Act, granted an Easement under, over, or through the Eligible Property to any party other than an Occupant, unless the owner of the dominant estate agrees to release its Easement; or (c) if the Eligible Property is Common Area and the withdrawing of such Eligible Property would: (i) unreasonably adversely impact the development, maintenance, operation, or use of the Property as a single-family residential community; or (ii) would impair vehicular or other access to any Lot as established by the applicable Plat. Prior to Turnover, Declarant shall have the full power to withdrawal such Eligible Property, regardless of the fact that such actions may alter the relative voting strength of the Members. No provision of the Governing Documents shall be construed to require Declarant to withdrawal any Eligible Property.

ARTICLE III

THE ASSOCIATION

Section 3.01. The Association. The Association was organized for the purpose of enforcing, and fulfilling the objectives and purposes stated in, the Constituent Documents. Unless otherwise required by Florida Law, the Association is and shall remain a Florida nonprofit corporation. The Association shall have all the powers of a not for profit corporation organized under Chapter 617 of the Florida Statutes, as the same may be amended, restated, or re-codified from time to time subject, however, only to such limitations upon the exercise of such powers as are expressly set forth in the Constituent Documents or under the Association Act. The Association shall have the power and obligation to do any and all lawful things which may be authorized, assigned, required, or permitted to be done by virtue and authorization of the Constituent Documents and under Florida Law, including, but not limited to: (i) the ownership and maintenance of all Common Areas, including any portion of the Surface Water Management System

located on any Common Area and the Conservation Areas; (ii) maintenance of all Areas of Common Responsibility; (iii) the levy and collection of Assessments; and (iv) to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association as specified in the Governing Documents. The Association, only to the extent that the same is not maintained by the Local Government, shall be responsible for the maintenance, operation, and repair of the portions of the Surface Water Management System that are located on any Common Area. Maintenance of the Surface Water Management System, if performed by the Association from time to time, shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the Stormwater Management System shall be as permitted or, if modified, as approved in writing by the District. The Association has primary responsibility for administering and enforcing the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and Florida Law. The Board, and such Officers as the Board may appoint from time to time, shall be responsible for the affairs and the management for the Association and, unless expressly prohibited by the Constituent Documents, may contract with a property manager for all or a part of such purposes.

Section 3.02. Membership. Each Owner (including Declarant, but excluding the Association) shall be a Member. By acceptance of a deed or other instrument evidencing its fee simple ownership interest in any Parcel, each Owner accepts membership in the Association, acknowledges the authority of the Association stated in the Governing Documents, and agrees to abide by and be bound by the terms, conditions, and provisions of the Governing Documents. In addition to the foregoing, each Owner shall cause all of its and its Parcel's Occupants to abide and be bound by the terms, conditions, and provisions of the Governing Documents. Change of membership in the Association shall be established by recording in the Public Records a deed or other instrument conveying record fee simple title to the Parcel. The Owner designated by such instrument shall, by acceptance of such instrument, become a Member, and the membership of the prior Owner with respect to such conveyed Parcel shall automatically be terminated. Membership shall be appurtenant to, run with, and shall not be separated or separable from the real property ownership interest upon which such membership is based. Any transfer of title to a Parcel shall, subject to the limitations above, automatically transfer to the new Owner the membership in the Association appurtenant to that Parcel. An Owner's membership interest in the Association shall not be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Owner's Parcel. Membership in the Association by all Owners shall be compulsory.

Section 3.03. Voting Rights and Turnover of Association.

(a) **Voting Rights.** Membership in the Association shall be divided into Class "A", Class "B", and Class "C" Members and the membership in each such class, and the voting rights applicable thereto, shall be allocated as follows:

(i) **Class "A".** Class "A" Members shall be all Owners of Lots, with the exception of Declarant prior to Turnover. Class "A" Members shall be allocated one (1) vote for each Lot owned. It is intended, but in no way guaranteed, that the Initial Property will contain 231 Lots.

(ii) **Class "B".** The Class "B" Member shall be Declarant, or its specifically designated (in writing) successor and/or assignee, subject to the terms and conditions hereof. The Class "B" Member shall be allocated a number of votes equal to three (3) times the total number of Class "A" and Class "C" votes at any given time; provided, however, that Class "B" membership shall cease and be converted to Class "A" or Class "C" membership, as appropriate, upon Turnover.

(iii) **Class "C".** Class "C" Members shall be all Owners of Units, other than Declarant prior to Turnover. It is contemplated, and required, that Class "C" Members shall be either the Declarant or shall be Builders who have purchased or in the future purchase an Unplatted Parcel with the intention of platting the Unplatted Parcel into a Platted Parcel. Class "C" Members shall be allocated one (1) vote for each Unit owned and planned for, or allocated to, such Unplatted Parcel. Class "C" Members shall automatically become Class "A" Members as to the Lots created upon the platting of the Unplatted Parcel into a Platted Parcel. In the event that an Owner of an Unplatted Parcel conveys a portion of such Unplatted Parcel to an unrelated Person, then the conveying Owner and the unrelated Person shall both be Owners with respect to the portion of the Unplatted Parcel which each of them owns and the number of Units, and the corresponding number of Class "C" votes, shall be as determined in writing between such conveying Owner and the unrelated Person.

Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed or permitted. If more than one (1) Class "A" or Class "C" vote is cast for any Residential Parcel, as applicable, none of the votes cast for that Residential Parcel in such matter shall be counted.

(b) **Turnover of Association.** The Turnover of the Association by Declarant shall occur at the Turnover Meeting, which Turnover Meeting shall be called by Declarant and which Turnover Meeting shall take place no later than three (3) months after the occurrence of the following events, whichever event occurs earliest:

(i) Declarant makes the election, in its sole and absolute discretion, to voluntarily convert its Class "B" membership to Class "A" membership or Class "C" membership, as appropriate, which voluntary conversion shall be effected by Declarant giving written notice of such voluntary conversion to the Association.

(ii) When ninety percent (90%) of the Residential Parcels in all phases of the Community that will ultimately be operated by the Association have been conveyed to Class "A" and Class "C" Members.

(c) **Turnover Meeting.** No more than sixty (60) days and no less than thirty (30) days prior to the Turnover Meeting, the Association, upon direction received from Declarant, shall notify in writing all Class "A" Members, the Class "B" Member, and all Class "C" Members of the date, location, and purpose of the Turnover Meeting. After Turnover, Declarant shall be entitled to appoint at least one (1) member of the Board as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the total Residential Parcels in all phases of the Community; provided, however, that if at anytime Declarant is not permitted under Florida Law to appoint such Director, then the Class "B" Member shall have the sole and absolute right to elect such Director, which election, to the fullest extent permitted under the Association Act, may be conducted via written consent of the Class "B" Member, in lieu of a meeting of the Class "B" Member. Nothing contained in the foregoing is intended, nor shall be deemed, to create any obligation upon Declarant to exercise such right to elect such one (1) Director. After Turnover, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board. At or prior to the time of the Turnover Meeting, Declarant, at Declarant's cost and expense, shall deliver to the Board all documents, instruments, and other materials required to be delivered at Turnover pursuant to Section 720.307(3) of the Act.

(d) **Transfer of Title to Common Area.** At or prior to Turnover, Declarant shall quit-claim to the Association fee-simple title in and to the Common Area, free and clear of all encumbrances, except current real estate taxes and assessments not yet due and payable, any Plats, this Declaration, and any easements or matters Recorded prior to such conveyances; provided, however, that if required by the

MSTU Authority incidental to the establishment of an MSTU/MSBU, Declarant shall convey or dedicate to the MSTU Authority, for the uses and purposes set forth in this Declaration or in any Plat, such Common Areas as are required by the MSTU Authority (the "MSTU Parcels"). Notwithstanding the foregoing, unless prohibited by the MSTU or by Florida Law, at the time of a conveyance or dedication of an MSTU Parcel by Declarant or the Association to an MSTU Authority, Declarant hereby creates, declares, and reserves for itself and for the Association, a perpetual non-exclusive right and easement of access over, across, and through the MSTU Parcels, so that the Association, as directed by the Board from time to time, can perform all such maintenance, repairs, replacements, and insuring of the MSTU Parcels, to the same extent as if such MSTU Parcels were Common Area owned by the Association, all at Common Expense. It is contemplated that the County will or may require the conveyance or dedication to the County of certain MSTU Parcels upon which stormwater ponds are located or are to be located. Once conveyed to the Association, no Common Area may be mortgaged, liened, or further conveyed without the consent of at least two-thirds (2/3) of the Benefited Members (excluding Declarant).

(e) **Declarant Right to Appoint Directors and Officers.**

(i) Prior to Turnover, Declarant, as the Class "B" Member, shall have the sole and absolute right to appoint all of the Directors; provided, however, that if at anytime Declarant is not permitted under Florida Law to appoint such Directors, then the Class "B" Member shall have the sole and absolute right to elect all such Directors, which election, to the fullest extent permitted under the Association Act, may be conducted via written consent of the Class "B" Member, in lieu of a meeting of the Class "B" Member. Prior to Turnover, Directors may only be removed and replaced by Declarant, as the Class "B" Member, pursuant to the Constituent Documents. Prior to Turnover, Directors need not be Members and need not be residents of the State of Florida; thereafter, all Directors, other than any Director elected by Declarant pursuant to Subsection (c) above, shall be Class "A" Members or designated representatives of Class "C" Members, and shall be residents of the State of Florida. After Turnover, no Member may serve (or continue to serve) as a Director if such Member is delinquent or deficit with regard to payment of any Assessments. The term of office of the initial Directors shall expire at the time of Turnover, unless otherwise required by Florida Law. After Turnover, Directors shall be elected to the Board by a vote of the Members.

(ii) Prior to Turnover, all Officers shall be appointed/elected by Declarant, as the Class "B" Member, and may only be removed and replaced by Declarant pursuant to the Constituent Documents. Prior to Turnover, Officers need not be Members and need not be residents of the State of Florida; thereafter, all Officers shall be Class "A" Members or designated representatives of Class "C" Members, and shall be residents of the State of Florida. After Turnover, no Member may serve (or continue to serve) as an Officer if such Member is delinquent or deficit with regard to payment of any Assessments. The term of office of the initial Officers shall expire at the time of Turnover, unless otherwise required by Florida Law. After Turnover, Officers shall be selected by the Board.

Section 3.04. Multiple Owners. Every Owner is a Member; provided, there is only one membership per Parcel. If a Parcel is owned by Co-Owners, then unless the instrument or order creating the joint ownership otherwise directs and it or a copy thereof is filed with the Association, such Co-Owners shall select one individual to represent the Co-Owners and their Parcel and exercise all rights of membership in the Association with respect thereto, including, but not limited to, voting with respect to such Parcel, and the Co-Owners shall jointly notify in writing the Association of the name of such individual. The vote of each such designated individual shall be considered to represent the will of all the Co-Owners of the Parcel, until such time as the designation is revoked by all of the Co-Owners and a new individual is selected. In the circumstance of such common ownership, if the Co-Owners fail to designate an individual to act on behalf of all of the Co-Owners, then the Association may accept the Person asserting the right to vote as the voting Co-Owner until notified to the contrary by the other Co-Owner(s). Upon such

notification, the Association may prohibit any Co-Owner of the Parcel from exercising any rights of membership in the Association with respect to the Co-Owner's Parcel, including, but not limited to, voting with respect to such Parcel, until the Co-Owners jointly appoint an individual to act on behalf of all of the Co-Owners in the manner set forth above. Each Co-Owner shares the privileges of the membership, subject to the limitations and provisions of the Governing Documents. Co-Owners are jointly and severally liable and obligated to perform and observe the responsibilities of a Member.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 4.01. Limited Common Area. In connection with its development of the Property, Declarant may designate that the access, use, enjoyment, and benefits of certain Common Areas be reserved for the utilization and realization of only certain Benefited Members. Such designation of Limited Common Areas may be made by Declarant in its sole and absolute discretion and without notice to or the approval of any Person whomsoever or whatsoever, including any Member or Mortgagee. Any such Common Areas or interests so designated by the Declarant shall be considered "Limited Common Area" for all purposes of this Declaration. The designation of Limited Common Area by Declarant ("Designation") may be made pursuant to this Declaration; a Supplemental Declaration; in the original grant, conveyance, or dedication creating or subsequently conveying or dedicating such Common Area; upon or pursuant to a Plat; or pursuant to any other written instrument Recorded by Declarant with regard to Common Areas. Declarant's right to designate Limited Common Areas pursuant to a Designation shall cease upon Turnover. Upon such Designation of a Limited Common Area, the Benefited Members identified by Declarant as being authorized and entitled to utilize and realize the benefits of such Limited Common Area (and all rights and interests pertaining thereto) shall have the rights to do so as are provided in this Declaration with respect to Common Area. No Members, other than the Class "B" Member and those Benefited Members expressly identified in a Designation, shall have the right to access, enjoy, utilize, or realize the benefits of such designated Limited Common Area (and all rights and interests pertaining thereto). Prior to Turnover, Declarant hereby reserves the right, in its sole and absolute discretion, from time to time, and without notice to or the approval of any Person whomsoever or whatsoever, including any Members or Mortgagees, to make further Designations that designate or identify, additional Benefited Members as being authorized and entitled to utilize and realize the benefits of any Limited Common Area so designated by Declarant pursuant to this Section 4.01. With regard to Limited Common Areas, the Association shall have all of the same rights, duties, obligations, and responsibilities as the Association has with regard to and concerning all other Common Areas. All costs of the Association with respect to the Limited Common Area shall be assessed only against the Benefited Members identified by Declarant as being authorized and entitled to utilize and realize the benefits of the subject Limited Common Area. Additionally, any matter arising under this Declaration, under the other Constituent Documents, or under the Association Act, and pertaining to the Limited Common Area and requiring a vote of Members of the Association, shall be decided by a vote of only those Benefited Members that have been identified by Declarant as being authorized and entitled to utilize and realize the benefits of the Limited Common Area.

Section 4.02. Common Area Easement. Declarant hereby creates, declares, and reserves for itself and for its Affiliates, and hereby grants to the Association and each Benefited Member, a perpetual non-exclusive right and easement of access, use, and enjoyment over, across, and through the Common Area ("**Common Area Easement**"), such Common Area Easement to be shared in common with Declarant, Declarant's Affiliates, the other Benefited Members, and all of the Occupants of Parcels owned by a Benefited Member. Said Common Area Easement shall include, without limitation, the following:

- (a) Right-of-way for ingress and egress by vehicles and on foot through and across any Streets or walks in the Common Area for all lawful purposes;

(b) Rights and easements to drain across any portion of the Surface Water Management System located within any Common Area in accordance with the Permit and the District rules;

(c) Rights to connect to, maintain, and make use of Utilities, which Utilities may from time to time be in or within the vicinity of the Common Area, but only in accordance with all Laws and the requirements of the applicable Governmental Authorities which regulate said Utilities; and

(d) Rights and easements to use and enjoy the Common Area for any purpose not inconsistent with the Governing Documents and applicable Laws.

A Benefited Member who leases or rents its Parcel shall be deemed to have assigned all such rights and benefits under the Common Area Easement to the tenants/lessees of such Parcel for the lease term. Class "C" Members shall not be grantees of the Common Area Easement and shall have not right to use the Common Areas pursuant to the Common Area Easement or otherwise. Notwithstanding anything in the foregoing to the contrary, the Common Area Easement, as same relates to any Limited Common Areas, shall be deemed granted to only those Members to whom the use and enjoyment of such Limited Common Area has been dedicated and reserved by Declarant.

Section 4.03. Stormwater Easements. Declarant hereby creates, declares, grants and reserves for the benefit of Declarant, the County, the Local Government, the District, the Association, and all Benefited Members, a perpetual non-exclusive easement for stormwater management, collection, retention, detention, and drainage under, over, upon, and within all portions of the Property included within the Surface Water Management System located on any Common Area or Residential Parcels, including, but not limited to, all drainage easements, ponds, and drainage tracts shown on any Plat located on any Common Area or Residential Parcels, together with a perpetual and non-exclusive easement and license of right of entry only in favor of the Declarant, the County, the Local Government, the District, and the Association to enter upon the portions of the Property encumbered by the Stormwater Easements ("**Stormwater Easement Areas**"), and as necessary other portions of the Property adjacent thereto, including, but not limited to, any Residential Parcels, at a reasonable time and in a reasonable manner, for the purposes of operating, constructing, installing, inspecting, maintaining, repairing, and replacing any and all stormwater drainage systems, improvements, and facilities including, but not necessarily limited to, buffer areas, berms, swales, and retaining walls, from time to time located therein or thereon, consistent with the Plans for the Surface Water Management System and the Permit. Additionally, Declarant, only for the benefit of itself, the County, the Local Government, the District, the Association, and all Benefited Members, hereby reserves easements over any and all other portions of the Property as may be reasonably required from time to time in order to provide stormwater drainage to all or any portions of the Property; provided, however, that any such additional drainage easements shall not unreasonably interfere with the use and enjoyment by any Benefited Members of any particular Residential Parcel. The foregoing easements are sometimes hereinafter collectively referred to as the "**Stormwater Easements.**"

The Declarant may create buffer areas or construct berms and drainage swales within the Stormwater Easement Areas located on any Common Area or Residential Parcel for the purpose of managing and containing the flow of surface water, if any. Each Member, including Builders, shall be responsible for the maintenance, operation, and repair of the Stormwater Easement Areas (e.g., the buffer areas, berms, and drainage swales) on their respective Parcels. Likewise, the Association shall be responsible for the maintenance, operation, and repair of the Stormwater Easement Areas (e.g., the buffer areas, berms, and drainage swales) that are located on Common Areas. Maintenance, operation, and repair as it relates to the Stormwater Easement Areas shall mean the exercise of practices, such as mowing and erosion repair, which allow the buffer areas, berms, and drainage swales to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted or required by the District

and the Permit. Filling, excavation, construction of fences that would obstruct the surface water flow, or otherwise obstructing the surface water flow in the buffer areas, berms, and drainage swales within the Stormwater Easement Areas is prohibited. No Person shall alter the drainage flow of the Surface Water Management System, including buffer areas, berms, or drainage swales, without the prior written approval of the Association and the District. Any damage to any buffer areas, berms, and drainage swales within the Stormwater Easement Areas, whether caused by natural or human-induced phenomena, shall be promptly repaired and the buffer areas, berms, and drainage swales returned to their former condition, per the requirements of the District and the Permit, as soon as reasonably practicable by the Party (e.g., Member or the Association) having responsibility for the maintenance of the Stormwater Easement Area.

Section 4.04. Utility Easements. Declarant hereby creates, declares, grants, and reserves to itself for so long as the Declarant owns any Parcel, and the Association thereafter or upon Declarant's earlier transfer to the Association, the right to grant easements to any private company, public or private Utility, or Governmental Authority providing Utilities within the Property and the Common Area upon, over, under, and across the Property ("**Utility Easements**"). Said Utility Easements shall only be given for the purpose of maintaining, installing, repairing, replacing, altering, and operating Utilities, as may be necessary or desirable for the installation and maintenance of the Utilities and providing Utility services to Members, the Property and the Common Areas, all pursuant to and in compliance with, all applicable permits, rules, and regulations of any applicable Governmental Authorities, and all applicable laws. All easement areas established pursuant to such Utility Easements ("**Utility Easement Areas**") shall be of a size, width, and location as Declarant (or the Association, if after Turnover), in its discretion, deems best, but Utility Easement Areas shall be selected in a location so as to not unreasonably interfere with the use of any Improvements which are now, or will be, located upon the Property.

Section 4.05. Wall, Entrance Feature and Landscape Easements. Declarant hereby creates, declares, grants and reserves, for the benefit of Declarant and the Association, an easement over and upon all wall, entrance feature, and landscape easement areas established in this Declaration or as shown or established on any Plat ("**Wall and Landscape Easements**"), together with an easement and license to enter upon such areas of the Property encumbered by such Wall and Landscape Easements ("**Wall Easement Areas**") and such other portions of the Property adjacent thereto, including, but not limited to, any Residential Parcels, at a reasonable time and in a reasonable manner, for the purposes of erecting, constructing, installing, inspecting, maintaining, repairing, and replacing any and all entrance features, screening walls, fences, signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the Permit), irrigation lines and equipment, any landscape materials and features, and other Improvements from time to time located therein, which may be required by the County, Local Government, and/or which is deemed to be necessary or desirable by Declarant, prior to Turnover, or the Association, after Turnover. Notwithstanding the foregoing, the Owner of each Parcel encumbered by a Wall and Landscape Easement shall maintain all landscaping lying between a wall or fence and any Improvements on the Owner's Parcel, and said Owner shall maintain the paint or other surface finish, if any, on the vertical surface of the wall or fence which faces any Improvement on an Owner's Parcel, failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof.

Section 4.06. Planting and Screening Easements. Declarant hereby creates, declares, grants and reserves, for the benefit of Declarant and the Association, an easement for planting and screening purposes over and upon all planting and screening easement areas, entry ways, medians, and landscape buffers established in this Declaration or as shown or established on any Plat, or hereafter declared by Declarant prior to Turnover, or the Association, after Turnover ("**Planting and Screening Easements**"), together with an easement and license to enter upon such areas of the Property encumbered by such Planting and Screening Easements ("**Screening Easement Areas**") and such other portions of the Property adjacent thereto, including, but not limited to, any Residential Parcels, at a reasonable time and

in a reasonable manner, for the purposes of installing, maintaining, inspecting, repairing, and replacing any and all landscaping, including trees, grasses, shrubs, bushes, ground covers, and other plant materials, and irrigation systems of any kind, character or nature, whether the same shall be required by the County, the Local Government, or are deemed necessary or desirable by Declarant, prior to Turnover, or the Association, after Turnover.

Section 4.07. Sidewalk/Bike Path Easements. Declarant hereby creates, declares, grants and reserves, for the benefit of the Declarant, the Association, and all Benefited Members, an easement over, within and upon all sidewalk, bike path, and/or pedestrian trail areas established in this Declaration or as shown or established on any Plat ("**Sidewalk/Bike Path Easements**"), for the purposes of constructing, installing, maintaining, repairing, and replacing from time to time the sidewalk/bike path/pedestrian trail system for the Property. All such benefited parties, as set forth above, shall have a perpetual non-exclusive easement for pedestrian ingress, egress, and passage over and upon any sidewalks, bike paths, or pedestrian trails from time to time located, constructed, installed and maintained within the areas of the Property encumbered by the Sidewalk/Bike Path Easements.

Section 4.08. Construction and Marketing Easements. Declarant hereby creates, declares, grants, and reserves, for the benefit of Declarant, together with the right to grant, assign, and transfer the same from time to time to Declarant's Affiliates, sales agents, and sales representatives, as well as to Builders and Homebuilders, the Construction and Marketing Easements. The "**Construction and Marketing Easements**" are and shall be temporary non-exclusive easements allowing access to the Property for: (a) the permitting, construction, and maintenance of Residences upon Residential Parcels designated by Declarant; (b) Declarant approved marketing activities and placement of signs on or about the Property for the purpose of marketing the sale of any Residences constructed or to be constructed by a benefitted party of the Construction and Marketing Easements on any Residential Parcels; and (c) the permitting, construction, and maintenance of model centers on Parcels designated by Declarant ("**Model Centers**"), in which and from which the benefited parties of the Construction and Marketing Easements may engage in approved marketing and information activities on a temporary basis during the period of the benefitted party's development of and construction and marketing of Residences; provided, however, that such marketing activities shall first be approved by Declarant and shall be conducted only from and within Model Centers constructed as Residences which are temporarily used for such activities and which Model Centers are thereafter to be sold, used, and occupied as Residences. The location and use of such Model Centers may be changed from time to time by Declarant in Declarant's sole and absolute discretion. Any grant by Declarant of any rights under the Construction and Marketing Easements to any Builder or Homebuilder must be in writing.

Section 4.09. Association Easements. Declarant hereby creates, declares, and grants to the Association a perpetual, non-exclusive easement over, across, through, and upon all or any portion of the Property as may be reasonably necessary from time to time to permit the Association to carry out and discharge its duties, obligations, and responsibilities under and pursuant to the Governing Documents and the Association Act including, but not limited to, for purposes of performing its maintenance, repair and replacement responsibilities as provided in the Constituent Documents or required under Florida Law ("**Association Easements**"). Such Association Easements shall be in addition to the Stormwater Easements granted to the Association.

Section 4.10. Additional Easements over Common Area. Declarant hereby creates, grants, reserves, and declares to exist, for the benefit of Declarant for so long as the Declarant owns any Parcel, and for the Association thereafter or upon Declarant's earlier transfer to the Association, the Additional Easements. The "**Additional Easements**" are and shall consist of the following licenses, rights, privileges, and easements over, under, in, across, and through the Common Area, subject at all times to the terms and conditions of the Permit and subject to receiving prior written approval of the District as to any activities

that may affect or may occur on or within the Surface Water Management System and the Conservation Area: (i) perpetual non-exclusive easements to install, construct, maintain, and use Utilities, the Surface Water Management System, and such other equipment and improvements necessary, convenient, or desirable for the completion, marketing, use, and enjoyment of the Property and the Community; (ii) the perpetual right to cut trees, bushes, or shrubbery, and to make any gradings of the soils, and to take any similar actions reasonably necessary to provide economical and safe Utility and Surface Water Management System installation and service, and to maintain reasonable standards of health, convenience, safety and appearance with regard to the Property and the Community; (iii) perpetual non-exclusive easements of ingress, egress, and access for purposes of development, construction, and marketing of the Property and the Community; and (iv) such other rights and privileges as may be reasonably necessary, convenient, or desirable to complete in an orderly and economic manner the development of the Property and the Community and the sale of any Parcel including, without limitation, the maintenance of temporary signage and temporary trailers used in such development and sales efforts; provided, however, that said reservations and rights shall not be considered an obligation of Declarant to provide or maintain any such Additional Easements, Utilities, equipment, improvements or services. Declarant also reserves the right to connect with and make use of the Utilities and the Surface Water Management System which may from time to time be in or along the Streets or within the Common Area or any Easements. The Additional Easements herein reserved: (y) shall continue in existence in favor of Declarant after conveyance of the Common Area to the Association or dedication to the County, the Local Government, or appropriate Governmental Authority until such time as Declarant has sold all of its Parcels, and (z) shall continue in favor of Declarant until such time as any lands separately developed by Declarant and located adjacent or contiguous to the Property have been conveyed to Persons unrelated to Declarant and that are not an Affiliate of Declarant; provided, however, that such unrelated Person is not a Builder or a Homebuilder that holds the title to any such property for the purpose of constructing a Dwelling thereon for resale.

Section 4.11. Future Easements. Declarant hereby creates, declares, grants, and reserves, for the benefit of Declarant and its successors and assigns, together with the right to grant and transfer the same at any time hereafter to the Association, such other further and additional easements and licenses over, across, through, and upon all or any portion of the Property as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of Declarant, for the future orderly development of the Property and the Community, in accordance with the objects and purposes set forth in this Declaration, subject to any approval required under applicable Law by the County, the Local Government, the District, or any other Governmental Authority ("**Future Easements**"). Any such Future Easements shall be Recorded. It is expressly provided, however, that no such Future Easements shall be granted or created over, across, through or upon any Residential Property if any such Future Easement would unreasonably interfere with a Member's plans to use or develop such Residential Property as a Dwelling. The Future Easements may include, without limitation, such Future Easements as may be required for Utilities, Streets, the Surface Water Management System, or such other purposes reasonably related to the orderly and economic development of the Property and the Community. Except as provided above, such Future Easements may be created, declared, granted, or reserved by Declarant without the necessity for the consent or joinder of any other Persons including, but not necessarily limited to, any Owner or Mortgagee of any Parcel that will be encumbered or affected by such Future Easement.

Section 4.12. Extent of Easements. The rights and easements created, granted, declared, reserved and established in this Article IV are expressly subject to the following:

- (a) The Constituent Documents and the rights of any Members (including Declarant's rights) and Mortgagees thereunder.

(b) Any Recorded covenants, conditions, restrictions, and reservations encumbering the Property or any part thereof.

(c) Any restrictions or limitations contained in any Recorded deed or instrument conveying any Common Area to the Association.

(d) Declarant's (as applicable) and the Board's right to:

(i) adopt Rules and Regulations concerning Common Area use ("**Common Area Rules**"). Such Common Area Rules may limit the number of users who may use the Common Area and may include charging use fees or membership fees (if membership fees are permitted by the Constituent Documents). The Common Area Rules and any use fees or membership fees may be different for different classifications of users, including, but not limited to, Benefited Members, guests, social invitees unaccompanied by Benefited Members, or otherwise. The posting of such Common Area Rules and fees in a conspicuous manner and location within the Community, or the publication in a Community newsletter of general circulation within the Community, shall be deemed sufficient notice to all Members, Occupants, and permitted users of the Common Area; provided, however, that Declarant (as applicable) and the Board, in its discretion, may provide notice of Common Area Rules by other means or methods.

(ii) suspend the right of a Member to use any Common Area and Common Area amenity or facility for any period during which any Assessment against the Member or the Member's Parcel remains delinquent for more than ninety (90) days, or such other period as required for suspension of such rights pursuant to the Act; provided, however, that any suspension of such Common Area use rights may not impair the right of a Member or tenant of a Parcel to have vehicular and pedestrian ingress to and from the Parcel, including, but not limited to, the right to park.

(iii) dedicate or transfer all or any part of the Common Area, subject to any approval requirements set forth in this Declaration.

(iv) rent or grant a license of any portion of any clubhouse or other Common Area recreational facilities on an exclusive or non-exclusive short-term basis to any Person.

(v) permit use by the general public, which use may be subject to admission charges, membership fees, or other user fees established in the Declarant's or the Board's discretion.

(vi) in accordance with the Constituent Documents or as permitted by applicable Law, the right to borrow money from any lender for the purpose of improving and/or maintaining the Common Areas and/or for the providing any services of the Association as authorized or required to be provided under the Constituent Documents or under the Association Act and, in aid thereof, to mortgage, pledge, or hypothecate any or all of the Common Area as security for money so borrowed or debts so incurred.

(e) No Improvements, materials, or equipment may be constructed, located, or placed upon any area encumbered by any easement created, granted, reserved, or established pursuant to this Article IV, if such Improvements, materials, or equipment may or could: (x) damage or interfere with the installation, maintenance, repairing, or replacement of any Utilities located within the easement area; (y) alter or impede the direction or flow of drainage of the Surface Water Management System; or (z) may interfere with Declarant's completion of development of the Property or the Community.

(f) Declarant's right, but not the obligation, to maintain and use all Streets associated with the Common Areas, and to maintain and place Declarant's signs on the Common Areas.

- (g) Declarant's rights reserved herein and in the other Constituent Documents.
- (h) Rights and matters established by virtue of or shown on any Plat.
- (i) Applicable Laws.

Section 4.13. Delegation. Any Member (including Declarant) may grant the benefit of any easement, right, or privilege enjoyed by such Member under or pursuant to this Article IV to tenants and guests for the duration of their tenancies or visits, subject to any Rules and Regulations regarding the same, but the same shall not be construed to create any rights in the general public or any other party.

Section 4.14. MSTU/MSBU. Declarant or an MSTU Authority may establish a MSTU/MSBU to provide for any one or more of the following: (a) operation, management, administration, maintenance, repair, and replacement by the MSTU Authority of any Common Area, and any recreational, drainage, or other improvements whatsoever at any time located thereon or contiguous thereto, for the uses and purposes set forth herein or in any applicable Plat, which may or may not include a requirement that MSTU Parcels and Improvements be transferred to the MSTU Authority; (b) construction, maintenance, repair, replacement, or improvement of recreation, drainage, sidewalk, wall, landscaping, open space, conservation, or other areas or Improvements, in, on, under, or within the Common Area or any Easement areas for the use and benefit of the Property and the occupants thereof; and (c) construction, operation, maintenance, repair, and replacement of Street lighting or any other service or benefit to or for the Property authorized under the terms of this Declaration, the MSTU/MSBU, or by the applicable MSTU Authority. It is anticipated that the costs incurred by the MSTU/MSBU will be billed directly to the Members or to the Association for subsequent assessment to the Members.

Section 4.15. Conservation Easement. Pursuant to the provisions set forth in Section 704.06 of the Florida Statutes, as amended, restated, or re-codified from time to time, Declarant has granted the Recorded Conservation Easement over the Conservation Tract (the "**Conservation Easement**"). Declarant granted the Recorded Conservation Easement as a condition of the District's issuance of the Permit, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

(a) **Purpose.** The purpose of the Conservation Easement is to ensure that the Conservation Tract will be retained forever in its existing, natural condition, and to prevent any use of the Conservation Tract in a way that will impair or interfere with the environmental value of the Conservation Tract.

(b) **Prohibited Uses.** Any activity in or use of the Conservation Tract inconsistent with the purpose of the Conservation Easement is prohibited. The Conservation Easement expressly prohibits the following activities and uses with regard to the Conservation Tract:

(i) Construction or placing Improvements, Streets, signs, billboards or other advertising, or Utilities on or above the ground;

(ii) Dumping or placing soil or other substances or materials as landfill or dumping or placing of trash, waste or unsightly or offensive materials;

(iii) Removing, destroying, or pruning trees, shrubs, or other vegetation, except for removal of exotic species which may be detrimental to fish and wildlife habitat preservation, without prior written approval of the District;

(iv) Excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface;

(v) Surface use, except for purposes that permit the land or water area to remain predominately in its natural condition;

(vi) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

(vii) Acts or uses detrimental to such retention of land or water areas; and

(viii) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

(c) Responsibilities. Declarant, until Turnover, is responsible for the periodic removal of trash and other debris that may accumulate in the Conservation Tract. After the Turnover, the foregoing shall be the responsibility of the Association.

(d) Rights of District. To accomplish the purposes stated in the Conservation Easement, Declarant conveyed the following rights to the District:

(i) To enter upon and inspect the Conservation Tract in a reasonable manner and at a reasonable time to determine if Declarant, the Association, or its successors and assigns, are complying with the covenants and prohibitions contained in the Conservation Easement.

(ii) To proceed at law or in equity to enforce the provisions contained herein which relate to the maintenance, operation, and repair of the Surface Water Management System, the provisions of the Conservation Easement, and the covenants set forth in this Section 4.15, to prevent the occurrence of any of the prohibited activities set forth in the Conservation Easement or set forth in this Section 4.15, and to require the restoration of areas or features of the Conservation Tract that may be damaged by any activity inconsistent with the provisions of the Conservation Easement.

(e) Amendment. The Conservation Easement may not be amended without the prior written approval of the District.

ARTICLE V

INSURANCE

The Board, or its duly authorized agent, shall have the authority, in its discretion and from time to time, to obtain and maintain insurance for insurable improvements on: (a) the Common Area; (b) any Area of Common Responsibility; or (c) any Easement area benefiting the Members or the Association. Specifically, the Board, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all Improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Such insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

To the extent available on commercially reasonable terms and conditions, the Board, or its duly authorized agent, may also obtain a public liability policy covering the Common Areas, the Association, and the Members, for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability shall have at least One Million Dollar (\$1,000,000.00) limit for

bodily injury, personal injury, and property damage from a single occurrence, and, if reasonably available, a Five Million Dollar (\$5,000,000.00) umbrella liability policy.

The Board, or its duly authorized agent, shall have the authority to, in its discretion and from time to time, obtain and maintain directors' and officers' liability insurance; and, any other types of insurance coverage as the Board, or its duly authorized agent, may deem appropriate, necessary, or desirable from time to time, with such insureds and coverage types and amounts as shall be determined by the Board. Each policy obtained by the Board pursuant to this Article V may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the Person who would be liable for the loss or repair in the absence of insurance and in the event of multiple Persons shall be allocated in relation to the amount each Person's loss bears to the total.

All insurance coverage obtained by the Board shall be written in the name of the Association as trustee for the respective benefitted parties, as further identified below. Premiums for all insurance obtained pursuant this Article V shall be Common Expenses of the Association and shall be included in the Annual Assessment. All policies shall be written with a company licensed to do business in Florida and which holds a Best's rating of A or better, if reasonably available, or, if not available, the most nearly equivalent rating. All policies on the Common Areas shall be for the benefit of the Association, the Declarant, and the Benefited Members. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Members, Occupants, or their Mortgagees. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the County.

The Board shall make every reasonable effort to secure insurance policies that will provide for the following: (a) waiver of subrogation by the insurer as to any claims against the Board, its manager, the Members, and their respective tenants, servants, agents, and guests; (b) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash; (c) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Members; (d) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of the conduct of any Director, Officer, or employee of the Association, or its duly authorized representative, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time period within which the defect may be cured by the Association, any Member, or Mortgagee; (e) that any "other insurance" clause in any policy exclude individual Members' policies from consideration; and (f) that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Article V, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by Law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on Directors, Officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available, and flood insurance if required. The amount of fidelity coverage shall be determined in the Board's best business judgment but, if reasonably available, may not be less than three (3) months' assessment on all Lots, plus Reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

By virtue of taking title to a Lot, each Member covenants and agrees with all other Members, and with the Association, that each Member shall carry blanket all-risk casualty insurance on the Lot and Improvements constructed thereon meeting the same requirements as set forth above (or as otherwise established by the Board from time to time in its discretion) for insurance on the Common Areas. Each Member further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of Improvements on its Lot, the Member shall proceed promptly to repair or to reconstruct the damaged Improvement in a manner consistent with the original construction or such other Plans and specifications as are Approved in accordance with this Declaration. The Member shall pay any costs of repair or reconstruction which is not covered by insurance proceeds. In the event that the Improvement is totally destroyed, the Member may decide not to rebuild or to reconstruct, in which case the Member shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Member shall continue to maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard.

ARTICLE VI

COVENANT FOR PAYMENT OF ASSESSMENTS

Section 6.01. Lien and Personal Obligation Nonpayment.

(a) Declarant, for each Parcel owned by Declarant, and each Member other than Declarant by acceptance of fee-simple title to any Parcel, whether or not it shall be so expressed in any deed or other conveyance of title to such Parcel, covenants and agrees to pay to the Association the Assessments, which Assessments shall be fixed, established, assessed, and enforced as herein provided and as permitted by the Act. Each Assessment shall also be the personal obligation of each Person who was an Owner of the Parcel at the time the Assessment fell due. Declarant will never be obligated to pay any Individual Assessment or Start-Up Assessment.

If any Assessment or installment thereon is not paid when due, then such Assessment shall be delinquent and the delinquent Assessment shall be secured by a continuing lien on the Parcel as to which the Assessment accrued, and upon any Improvements located thereon. The lien shall be effective from and shall relate back to the Recording Date; provided, however, as to Mortgagees, the lien is effective from and after Recording of a claim of lien. The Association's lien may be enforced by suit, judgment, and judicial or nonjudicial foreclosure. The Association may Record an Assessment Lien against any Parcel to secure the payment of Assessments.

If the delinquent Assessment or installment thereon is not paid within thirty (30) days after the due date, the same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Member personally obligated to pay the same and to foreclose the lien against the Parcel and any Improvement located thereon by judicial foreclosure in the same manner as foreclosure of a Mortgage, and there shall be added to the amount of such delinquent Assessment the aforesaid interest, late charges, collection costs, expenses, and attorneys' and paralegals' fees, and all of the foregoing shall be recoverable whether or not suit be brought. The Member shall also be required to pay to the Association any Assessments against the Parcel which become due during any period of foreclosure by the Association.

The Association shall have the right and power to bid at any foreclosure sale of a Parcel and to acquire, own, hold, sell, lease, mortgage, encumber, use, and otherwise deal with the Parcel and any Improvement thereon as the Owner thereof. The Association may sue for unpaid Assessments and other charges without foreclosing or waiving its Assessment Lien or Assessment Lien rights. Except as

provided herein, sale or transfer of any Parcel shall not affect the Assessment Lien or relieve such Parcel from the lien for any subsequent Assessments.

(b) **Exempt Property.** The following property shall be exempt from Assessments: (1) Common Areas; (2) lands owned by Declarant which have not been annexed to the Property by this Declaration or any Supplemental Declaration; (3) Parcels dedicated to any Governmental Authority, any Utility company, to the County, to the Local Government, or to the public; (4) Parcels owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Association pursuant to Section 6.08 hereof; and (5) Unplatted Property until such time as it becomes Platted Property. No other Parcels or Improvements shall be exempt from Assessments. No Member may avoid Assessment obligations by virtue of non-use or abandonment of the Common Areas.

Section 6.02. Purpose. The Assessments levied by the Association shall be used: to promote the recreation, health, safety, and welfare of the Members; to perform the Association's duties and obligations under the Governing Documents and under the Association Act; to exercise the powers conferred on the Association under the Governing Documents and under the Association Act; to manage, improve, operate, administrate, maintain, repair, and replace the Common Area and the Areas of Common Responsibility (as may be determined by the Board in its discretion from time to time); and to pursue any other purpose deemed desirable, necessary, convenient, or appropriate by the Board, including, without limitation, any one or more of the following, or as otherwise stated in the Governing Documents or as permitted by the Association Act: (a) payment of Association operating expenses; (b) lighting, irrigation, maintenance, improvement, and beautification of the Streets and all Easement areas benefiting the Association or the Property; (c) acquisition, maintenance, repair, and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property; (d) payment, contest, or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association, the Community, or the Common Area; (e) repayment of any deficits previously incurred by the Association; (f) funding of Reserves for future Common Expenses (as may be determined by the Board in its discretion from time to time); (g) procurement and maintenance of all insurance obtained or to be obtained under Article V hereof; (h) employment of accountants, attorneys, and other professionals, administration, and experts to represent or advise the Association; (i) operation, maintenance, repairs and replacement of the Surface Water Management System in accordance with the terms of this Declaration and the requirements of the District including, but not limited to, work within retention areas, buffer areas, drainage structures and drainage easements; (j) monitoring and maintenance of protected wetlands and associated reporting as may be required by the District from time to time; and (k) doing anything necessary, desirable, or convenient in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health, or safety hazards, or otherwise to benefit the Members or the Community.

Section 6.03. Determination of Annual Assessments.

(a) **Operating Budget.** Before the beginning of each Fiscal Year, the Board shall prepare a budget of the estimated costs of operating the Association during the coming Fiscal Year (hereafter the "**Operating Budget**"), including, but not limited to, operational items such as overhead and indirect costs, insurance, Utilities, taxes, professional/expert fees, Reserves, maintenance, repairs, replacements and other operating expenses, as well as charges to cover any deficits from prior years, and budget items approved by the Board pursuant to the Capital Budget.

(b) **Capital Budget.** Each year, the Board may prepare a capital budget taking into account the number, type, useful life and expected replacement cost of the Association's replaceable assets (the "**Capital Budget**"). The Board shall then set the required annual capital contribution in an amount

sufficient to meet the projected capital needs of the Association on a timely basis. Any annual capital contribution fixed by the Board shall then be included in the Operating Budget.

(c) **Adoption of Budget and Levying of Annual Assessments.** Unless a longer notice period is required under the Association Act, the Association shall mail to each Member, at least fourteen (14) days prior to date of the Budget Approval Meeting, written notice of the date, time and location of the Board meeting at which the Board will consider approval of the Budget (the "**Budget Approval Meeting**"), which notice shall also include a copy of the proposed Budget. The Budget shall become effective upon the Board's approval of the Budget at the Budget Approval Meeting. Unless otherwise expressly required by the Association Act, the Budget shall not be subject to the Members approval and there shall be no obligation to call a meeting of the Members to discuss or consider the Budget. If the Board fails to propose or approve a Budget for any Fiscal Year, then the last approved Budget shall continue in effect until a new Budget is proposed and approved by the Board. Prior to Turnover, the Board shall not, without approval of the voting interests of the Class "A" Members, increase the Annual Assessments in any Fiscal Year by more than ten percent (10%) above what the Annual Assessments were in the prior Fiscal Year. Annual Assessments shall be due, in advance, on or before the commencement of the Association's Fiscal Year for which they are imposed; provided, however, that the Board may elect to collect Annual Assessments in monthly, quarterly, or semi-annual installments. In the event of such deferred payments, the Board may, but shall not be required to, charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any Annual Assessment upon default in the payment of any installment thereon or any other Assessment due hereunder.

(d) **Allocation of Annual Assessments Among Parcels.** Subject to the terms of this Declaration, the Budget and Annual Assessments shall be assessed against all Members and Parcels within the Property in an equal amount per Parcel; provided, however, that Annual Assessments against any Parcel owned by Declarant may be fixed annually by the Board in an amount not less than twenty-five percent (25%) of the amount of the Annual Assessment against Parcels owned by Class "A" Members then in effect in recognition of the different level of services received by the applicable Members. Notwithstanding the foregoing or anything to the contrary herein or otherwise, Annual Assessments and Special Assessments made with respect to Limited Common Area shall be levied only against the Parcels and Members designated by Declarant as having the right to utilize and realize the benefits of the Limited Common Area. Any budget prepared by the Association for capital expenditures and/or other Common Expenses shall include a separate itemization of such expenditures that pertain to Limited Common Area, and the Association may establish Reserves for expenses specifically associated with such Limited Common Area.

Section 6.04. Special and Individual Assessments.

(a) **Special Assessments.** In addition to other authorized Assessments, the Association may levy, from time to time, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or the unexpected repair or replacement of any capital improvement to or upon the Common Areas, or the cost of the initial purchase or any subsequent unexpected repair or replacement of any equipment or personal property purchased, repaired, or replaced by the Association in furtherance of the discharge of its duties and obligations pursuant to this Declaration, or to cover unbudgeted Common Expenses or Common Expenses in excess of those budgeted. The obligation to pay Special Assessments shall be computed on the same basis as for Annual Assessments; provided, however, that if the Special Assessment is made with respect to Limited Common Area, then the Members designated by Declarant to utilize and realize the benefits of the Limited Common Area shall be responsible for, and shall be assessed, the Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the Fiscal Year in which the Special Assessment is approved, if the Board so determines. Prior to

Turnover, the Board may not levy a Special Assessment unless a majority of Class "A" Members have approved of the Special Assessment by a majority vote at a duly called special meeting of the Class "A" Members at which a quorum is present.

(b) **Individual Assessment.** The Board may, after notice to the Member and an opportunity for a hearing, levy an Individual Assessment against any Member and that Member's Parcel and any Improvements located thereon, in order to cover any costs, expenses, fines, and fees whatsoever incurred by the Association due to: (i) that Member's failure to maintain its Parcel and/or the Improvements located thereon pursuant to the standards set forth in the Governing Documents; (ii) to reimburse the Association for loss or damage to the Association or to any Common Area, Area of Common Responsibility, or easement area benefiting the Association, the Community, or the Property, caused by that Member or that Member's Occupants, agent, contractor, subcontractor, invitee, domestic help or guest, and not covered by insurance maintained by the Association; (iii) to cover the costs, including overhead and administrative costs, of providing services which a Member requests pursuant to any menu of special services which the Association may offer or which the Association otherwise provides in the Board's discretion; (iv) to correct any violations of the Governing Documents; or (v) for any other purpose expressly permitted by the Governing Documents or permitted under applicable Law.

Section 6.05. Commencement Dates; Start-Up Assessment; Initial Annual Assessment. Annual Assessments on Parcels in the Initial Property shall commence upon the earlier of: (a) the date of the closing of the sale of the first Lot in the Initial Property to a Person that is not a Declarant Affiliate; or (b) the date of the leasing of the first Lot in the Initial Property to a Person that is not a Declarant Affiliate (the earlier of (a) or (b), being the "**Initial Property Commencement Date**"). The Annual Assessment for Parcels located within the Initial Property for the Fiscal Year 2011 shall be Eight Hundred Forty and No/100 Dollars (\$840.00) per Parcel. On the Initial Property Commencement Date as to the first Lot sold or leased to a Person that is not a Declarant Affiliate, and as to each Lot thereafter sold or leased to a Person that is not a Declarant Affiliate, the purchaser or tenant of such Lot within the Initial Property shall pay to the Association: (i) a one time only start-up assessment ("**Start-Up Assessment**") in the amount of Three Hundred and No/100 Dollars (\$300.00); and (ii) the entire Annual Assessment due in the calendar year of closing or lease commencement, prorated on a per diem basis from the date of closing on the sale of, or the date of occupancy of the Parcel by such purchaser or tenant, whichever is earlier, through the end of that calendar year or the end of the lease term, as applicable.

The Annual Assessment for each Parcel on any Additional Property shall commence upon the earlier of: (y) the date of the closing of the sale of the first Lot in the Additional Property to a Person that is not a Declarant Affiliate; or (z) the date of the leasing of the first Lot in the Additional Property to a Person that is not a Declarant Affiliate (the earlier of (a) or (b), being the "**Additional Property Commencement Date**"). The Annual Assessments paid on any Parcels within the Additional Property shall be the same amount of Annual Assessments as are then paid on any Parcels within the Initial Property, or as otherwise set forth in the relevant Supplemental Declaration. On the Additional Property Commencement Date, Start-up Assessments and Annual Assessments shall be paid in connection with the sale or leasing of each Lot within the Additional Property, just as the same were due and paid in connection with any Lots within the Initial Property.

After the one time Start-Up Assessment has been paid as to a Lot, subsequent purchasers or tenants of the same Lot shall not be required to pay said Start-Up Assessment.

Notwithstanding anything contained herein to the contrary, in the event of a sale of a Parcel by Declarant to a Builder, no Annual Assessments or Special Assessments provided for herein shall arise or commence until such time that the Lot is conveyed to a Third Party Purchaser or a Third Party Purchaser takes occupancy of the Lot (with or without a Dwelling located thereon), whichever is earlier.

Section 6.06. Estoppel Certificate. Upon written request, the Association shall furnish to any Member or Mortgagee an estoppel certificate pursuant to Section 720.30851 of the Act ("**Estoppel Certificate**"), which Estoppel Certificate shall set forth whether all required Assessments have been paid as to the Parcel owned by the Member or the Parcel encumbered by a Mortgage in favor of the Mortgagee.

Section 6.07. Subordination. Any Assessment Lien shall be prior to all other liens created except: (i) ad valorem real estate taxes and assessments levied by any Governmental Authority; (ii) any Mortgage, expressly subject to the Association's right to collect Assessments from the holder of the Mortgage pursuant to Section 720.3085(2)(c) of the Act; and (iii) other liens which by Law are superior to an Assessment Lien. To the fullest extent permitted by Law, any Assessment Lien shall be prior to and superior in dignity to the Owner's homestead status. A subsequent Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title; provided, however the liability of any Mortgagee, or its successor or assignee as a subsequent holder of the Mortgage who acquires title to a Parcel by foreclosure or deed in lieu of foreclosure, for the unpaid Assessments that became due before the Mortgagee's acquisition of title to the Parcel, is limited to the lesser of the amounts stated in Section 720.3085(2)(c) of the Act. If any unpaid Assessments remain following transfer of title to the Mortgagee, as provided above, such unpaid Assessments shall be a Common Expense collectible from Owners of all Parcels subject to Assessment under this Article VI, including the acquiring Mortgagee, on a pro-rata basis. Any such transfer to a Mortgagee under this Section 6.07 or otherwise shall not relieve the transferor of personal responsibility for any prior Assessments nor the Parcel from the lien for Assessments thereafter falling due.

Section 6.08. Deficit Funding by Declarant. Notwithstanding anything contained in this Declaration to the contrary or otherwise, to the fullest extent permitted by the Act, Declarant shall not be obligated to pay any Assessment as to any Parcel owned by it during any period of time that Declarant pays the Common Expense actually incurred over and above the income derived from the Assessments collectible from the Class "A" Members. For purposes of this subsidy arrangement, unless otherwise required by the Act, Declarant need not subsidize or pay any Assessment amounts levied for replacement Reserves or capital expenditures. If Declarant elects to deficit fund as permitted herein and under the Act, then for purpose of complying with Section 720.308(3) of the Act, the amount of the Annual Assessments set forth in Section 6.05 hereof, as such Annual Assessments may be increased per Fiscal Year as permitted in Section 6.03(c), shall be the maximum obligation of the Class "A" Members. If Declarant elects to deficit fund, then for purpose of complying with Section 720.308(2) of the Act, the amount above the Annual Assessments set forth in Section 6.05 hereof, as such Annual Assessments may be increased per Fiscal Year as permitted in Section 6.03(c), that is necessary to keep the Association operational shall be the amount of Declarant's guarantee of Common Expenses. It is the express intent of the Declarant that this Section 6.08 be an establishment of a guarantee pursuant to Section 720.308(2) of the Act. Unless Declarant otherwise notifies the Board in writing at least thirty (30) days before the beginning of a Fiscal Year, Declarant shall continue paying on the same basis as during the previous Fiscal Year. Declarant, at its option, may elect by written notice delivered to the Association at any time to abandon the subsidy approach and commence payment of the Assessments thereafter falling due for the Parcels then owned by Declarant, prorated as of the date of such notice.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 7.01. Architectural Control; ARB. Except for work done by or on behalf of Declarant or any Declarant Affiliate, all Parcels and Improvements thereon are subject to architectural review in accordance with this Article VII and the Architectural Guidelines as may be adopted and revised from time to time by Reviewer.

No physical or structural Improvement, or change, or alteration to the exterior of any existing Improvement, shall be commenced, constructed, erected, modified, changed, altered, repaired, replaced, or maintained until the plans showing such details as the size, design, shape, finished grade elevation, height, materials, and color of the same, along with any other Reviewer requirements, together with a landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes (all of the foregoing, collectively, the "**Plans**"), have been submitted for Approval. All such Improvements must further conform to the Architectural Guidelines and no Plans shall be Approved if they are not in conformity with same. All Improvements shall also comply with all applicable Laws. Until such time as any Improvements have been Approved, no Member (and/or designee thereof) shall make application for a building permit from the applicable Governmental Authority. Nothing herein shall limit the right of a Member to finish or alter the interior of that Member's Dwelling as that Member desires, as long as such alterations comply with all applicable Laws; provided, however, that modifications to the interior of screened porches, patios, and any other portions of a Lot visible from outside a structure are subject to Approval.

It shall be the responsibility of each Member, at the time of construction of any Improvement on that Member's Parcel, to comply with the approved construction plans for the Surface Water Management System on file with the District. Approval under this Article VII and compliance with the Architectural Guidelines is not a substitute for any approvals or reviews required by the District or any other Governmental Authorities having jurisdiction over architectural or construction matters as it relates to a Parcel or Improvement.

This Section 7.01 does not apply to Declarant's activities or to the Association's activities prior to Turnover.

Section 7.02. Membership of ARB.

(a) Prior to Turnover or the time that NVR, as a Class "A" Member, owns fee simple title to two (2) or more Lots, unless Declarant earlier terminates its rights in a Recorded instrument, Declarant shall have the exclusive right and authority to be the Reviewer. In acting upon any request for Approval, Declarant or its designee acts solely in Declarant's interest and owes no duty to any other Person. Declarant may from time to time delegate or assign all or any portion of its rights under this Article VII to any other Person or committee, including the ARB. Any such delegation shall be in writing, shall specify the delegated responsibilities, and shall be subject to: (i) Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction; and (ii) Declarant's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article VII, the jurisdiction of other Persons shall be limited to such matters as Declarant specifically delegates.

(b) The Association shall at all times: (i) after Declarant's election to delegate all or a part of its authority stated in Subsection (a) above to the ARB; or (ii) upon NVR owning fee simple title to two (2) or more Lots; (iii) after Turnover, maintain an ARB, as a standing committee of the Board, consisting of not less than three (3) individuals, nor more than seven (7) individuals, to serve as Reviewer. The ARB shall always consist of an odd number of members. Until Turnover, Declarant shall have the right to appoint all members of the ARB; provided, however, that as long as, and only so long as, NVR, as a Class "A" Member, owns fee simple title to two (2) or more Lots, NVR shall be allowed to appoint one (1) member of the ARB. Upon expiration of the foregoing described right of the Declarant and NVR, as applicable, the ARB members shall be appointed by, and serve at the pleasure of, the Board. Members of the ARB need not be Members or representatives of Members, and may, but need not, include architects, engineers, or similar professionals. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such

advisors at Common Expense. Members of the ARB (other than those appointed or designated by Declarant or NVR, as applicable, prior to Turnover) may be removed by the Board at any time without cause. Members of the ARB appointed or designated by Declarant or NVR, as applicable, may only be removed by Declarant or NVR, as applicable,, which removal may be at any time without cause. Notwithstanding anything to the contrary contained herein or otherwise, if NVR shall, at any time prior to Turnover, own fee simple title to less than two (2) Lots, then NVR shall have no right to appoint a member of the ARB, and any member of the ARB so appointed by NVR while NVR owned fee simple title to two (2) or more Lots, shall be deemed to have resigned and have been removed from the ARB at such time as NVR shall own fee simple title to less than two (2) Lots.

Section 7.03. Approvals. Decisions of the ARB shall be by majority action. Unless waived by Reviewer, all Plans shall be prepared by architects and/or engineers approved in writing by Reviewer, with said Person to be employed by and at the expense of the Member seeking Approval. Specifically, each Improvement shall be designed by and built in accordance with the plans and specifications of a licensed architect acceptable to Reviewer, unless Reviewer, in its sole discretion, or its designee otherwise approves in writing. Specifically, the landscaping for each Parcel shall be designed and installed in accordance with the plans and specifications of a licensed landscape architect acceptable to Reviewer, unless Reviewer, in its sole discretion, or its designee otherwise approves in writing. Dwellings shall be constructed by Homebuilders acceptable to Reviewer, unless Reviewer, in its sole discretion, or its designee otherwise approves in writing. If for any reason, including purely aesthetic reasons, Reviewer should determine that a proposed Improvement is not consistent with the Architectural Guidelines, Declarant's development plan for the Community, or would not be in the best interest of the Association and its Members, such Improvement shall not be Approved or made. Approval of Plans may be withheld not only because of noncompliance with any of the specific Covenants contained herein, but also by virtue of the dissatisfaction of Reviewer with the location of the Improvement on the Parcel, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style, and appropriateness of the proposed Improvement, the materials used therein, the planting, landscaping, size, height, or location of vegetation on the Parcel, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of Reviewer, will render the proposed Improvement inharmonious with the general development plan of the Community or the Architectural Guidelines. Two (2) sets of Plans and specifications shall be submitted to Reviewer by the Member seeking Approval prior to applying for a building permit from the applicable Governmental Authority. Submittals and re-submittals of Plans shall be approved or disapproved within thirty (30) days after receipt by Reviewer. Reviewer's approval or disapproval shall be written and shall be accompanied by one (1) copy of the Plans to be returned to the Member. Whenever Reviewer disapproves Plans, Reviewer shall specify the reason or reasons for such disapproval.

Section 7.04. Violations. The Improvements Approved by Reviewer must be performed strictly in accordance with the Plans as approved by Reviewer. If after Plans have been approved, the Improvements are altered, constructed, modified, erected, or maintained upon the Parcel other than as Approved, the same shall be deemed to have been undertaken without Approval. After one (1) year from completion of any Improvement, said Improvement shall, in favor of purchasers in good faith and for value and Mortgagees, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed by Reviewer shall be Recorded or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with this Article VII.

Section 7.05. Variances. Reviewer may grant variances from compliance with the architectural provisions of this Declaration or the Architectural Guidelines, including, without limitation, restrictions upon height, size, or placement of Improvements, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may reasonably require such variance. The granting of any such variance shall not operate to waive any of the terms and

provisions of this Declaration or the Architectural Guidelines for any purpose except as to the particular Parcel and the particular provision expressly covered by such variance, nor shall it affect the Member's obligation to comply with all applicable Laws. Such variances may only be granted when unique circumstances dictate and no variance shall: (i) be effective unless in writing and signed by Reviewer; (ii) be contrary to the Covenants set forth herein; or (iii) estop Reviewer from denying a variance in other similar or dissimilar circumstances.

Section 7.06. Waiver of Liability. None of Declarant, the ARB, the Reviewer, the Board, the Officers, or the Association, or any agent, employee, member director, or officer of any of the foregoing (as applicable), shall be liable to anyone submitting Plans for Approval or to any Member or Occupant of the Property by reason of or in connection with Approval or disapproval of any Plans, or for any defect in any Plans submitted, reviewed, revised, or Approved in accordance with the requirements of Reviewer, or for any structural or other defect in any Improvement or work done according to or contrary to such Approved Plans. Approvals, variances, or consents by Reviewer are given solely to protect the aesthetics of the Property in the judgment of Reviewer and shall not be deemed a warranty, representation, guaranty, or covenant that any action taken in reliance thereon complies with all applicable Laws, nor shall Approval be deemed Approval of any Plan or design from the standpoint of structural safety or conformity with building or other codes. Every Person who submits Plans for Approval agrees, by submission of such Plans, and every Member and Occupant of any Parcel agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding, or suit (in law or equity) to recover any such damages and shall be deemed to have automatically agreed to hold harmless and indemnify the Declarant, the ARB, the Reviewer, the Board, the Officers, and the Association, and all of the foregoing's directors, officers, members, agents and employees (as applicable) from and for any loss, claim, liability, expenses, causes of action or damages connected with the aforesaid aspects of the Plans, Improvements or work.

Section 7.07. Enforcement. Declarant and the Association shall have standing and authority on behalf of Declarant and the Association to enforce in courts of competent jurisdiction the Architectural Guidelines, the architectural control provisions of this Declaration, and the decisions of Reviewer. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' and paralegals' fees and costs and expenses incurred, whether or not judicial proceedings are involved, including the attorneys' and paralegals' fees and costs, and expenses incurred on appeal from judicial proceedings, shall be collectible from the violating Member. Should any Member fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Association shall have the right, but not the obligation, to enter upon the Member's Parcel, make such corrections, alterations, or modifications as are necessary, or remove anything in violation of the provisions hereof or of the other Governing Documents, and charge the costs and expenses thereof to the Member as an Individual Assessment. Declarant, the Association, the Board, the Officers, and the ARB, and all of the foregoing's directors, officers, members, agents and employees (as applicable), shall not be liable to the Member or to any Occupant of any Parcel for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence, intentional misconduct or intentional wrongdoing.

Section 7.08. Exemption. Prior to Turnover, Declarant shall be exempt from the Architectural Guidelines, the ARB Rules, and the architectural control provisions of this Declaration. So long as Declarant or any Affiliate of Declarant owns any Parcel, Declarant shall be entitled to construct or install any new Improvement, and to alter or change or modify any existing Improvement, without submitting Plans to or obtaining Approval of the ARB.

Section 7.09. No Waiver of Future Approvals. Approval of any proposals or Plans and specifications or drawings for any Improvement done or proposed, or in connection with any other matter requiring the

Approval or consent of Reviewer, shall not be deemed to constitute a waiver of any right to withhold Approval or consent as to any similar proposals, Plans, specifications, drawings, Improvements, or matters subsequently or additionally submitted for Approval or consent.

Section 7.10. ARB Rules and Regulations. From time to time Reviewer may adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any Improvement done pursuant to an Approval (the "**ARB Rules**"). The ARB Rules shall: (i) at the discretion of the Board, be subject to the prior approval of the Board (after Turnover), (ii) be consistent with the Architectural Guidelines, (iii) be consistent with the Covenants; and (iv) be published or otherwise made available to all Members, prospective Members, and Homebuilders. After Turnover, all ARB Rules shall be adopted and/or amended by a majority vote of the ARB.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 8.01. Member's Responsibility. Each Member shall keep and maintain that Member's Parcel and all Improvements located on that Member's Parcel in good repair and in a neat, orderly, and attractive condition. The minimum (but not exclusive) standard for maintenance of Improvements shall be consistency with the Approved Plans thereof and with the general appearance of the other Dwellings and Improvements in the Property as a whole when initially constructed and improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The maintenance obligation of each Member as to Improvements on the Member's Parcel shall include, without limitation, maintenance of all exterior surfaces and roofs, fascias and soffits, awnings, trellises, decorative facades, screens, windows and doors. Members shall clean, repaint, or re-stain, as appropriate, the exterior portions of the Improvements located on the Member's Parcel (with the same colors as initially approved or with another color or colors approved by Reviewer), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. Each Member shall also keep, maintain, and irrigate the trees, shrubbery, grass, and other landscape materials located on that Member's Parcel in good repair and in a neat and attractive condition. The minimum (but not exclusive) standard for maintenance of landscaping on a Member's Parcel shall be consistency with the Approved Plans thereof and with the general appearance of the other occupied Parcels in the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Landscape maintenance shall include, without limitation, irrigation, fertilization, weeding, mowing, trimming, spraying for insects and disease, and periodic replacement of dead, damaged or diseased trees and other plantings.

The Association shall have the right, but not the obligation, to provide exterior repair and maintenance on any Parcel or any Improvement located thereon in the event of default by any Member in the duties hereby imposed under Article IV or under this Article VIII. Prior to performing such repair or maintenance, the Board must determine that there is need of repair or maintenance and whether such need detracts from the overall appearance of the Property. Except in emergency situations, prior to commencement of any such repairs or maintenance, the Board must furnish written notice to the Member to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs or maintenance. Upon the Member's failure to commence timely and to diligently pursue the requested repairs or maintenance, the Association and its designated agents, employees, contractors, and subcontractors shall have the right to enter in or upon the Parcel and the exterior of any Improvement thereon to perform the repairs or maintenance specified in the notice. In this regard, the Association shall have the right to do such things as, but not limited to, paint; repair, replace and care for pools, pool enclosures, roofs, gutters, down spouts and exterior building surfaces; clean or resurface paved or

concrete access ways and parking areas; trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements; and to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Property. Declarant, the Board, the Association, the Officers, Reviewer, and the foregoing's respective directors, officers, members, agents, employees, contractors and subcontractors (as applicable), shall have no liability to the Member or any Occupant for trespass, or damage, or injury to property or person as the result of actions taken pursuant this Section 8.01, unless caused by gross negligence, intentional misconduct, or intentional wrongdoing.

Section 8.02. Assessment of Cost. The cost of any work performed by or at the request of the Association pursuant to Section 8.01 hereof shall be assessed as an Individual Assessment against the Member of the Parcel upon which such work is done.

Section 8.03. Access. In order to perform the repairs or maintenance authorized by this Article VIII, the designated agents, employees, contractors and subcontractors of the Declarant and the Association may enter upon any Parcel and the exterior of any Improvement located thereon during reasonable hours on any day except Sundays and legal holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time and on any day.

Section 8.04. Association's Responsibility. Except as to any MSTU Parcel that is required to be conveyed to a Governmental Authority, or that is expressly the responsibility of a Member hereunder or under the other Constituent Documents, the Association shall be responsible for the exclusive operation, management, administration, control, maintenance, repairing, replacing, and insuring of the Common Area. The Association shall maintain and keep in good repair such Common Area, and as the Board deems appropriate, the Areas of Common Responsibility, and the Improvements from time to time located on either of the foregoing. Subject to limitations imposed by any Governmental Authority, the Association shall maintain, repair, and replace to the extent determined appropriate by the Board from time to time: the signs; lighting fixtures; electrical equipment; drainage improvements in accordance with the Permit; irrigation lines and equipment; landscape materials and features; and other Improvements, all of the foregoing of which are from time to time located within the unpaved rights-of-way and unpaved medians in any rights-of-way as shown on any Plat. The Association, at the Board's discretion from time to time, may arrange for the fixture rental, electrical usage, and other costs of Street lighting for the Property and Areas of Common Responsibility. Except to the extent maintenance of any portion of the Surface Water Management System has been expressly assumed by any Governmental Authority, it is the responsibility of the Association, at Common Expense, to operate, maintain, and repair the Surface Water Management System and to enforce, or to take such appropriate action as may be necessary to cure violations of, the routine maintenance and non-interference covenants of the Members under this Declaration, and, when appropriate, to levy Assessments therefor. Maintenance of the Surface Water Management System shall include the exercise of practices which allow the system to provide drainage, water storage, conveyance, and other surface water or stormwater management capabilities as permitted or required by the Permit and the District. Any repair or reconstruction of the Surface Water Management System shall be as originally permitted or, if modified, as approved beforehand by the District. The duties and responsibilities of the Association set forth herein and in the other Governing Documents with regard to any Common Areas are subject to the terms of any MSTU/MSBU, and the control of any MSTU Authority that, pursuant to an MSTU/MSBU or under Florida Law, assumes responsibility for, and collects the funds necessary to pay the costs of, any services that would otherwise be the responsibility of the Association under the Constituent Documents or under Florida Law.

ARTICLE IX

RESTRICTIVE COVENANTS

With the exception of any Parcel owned by Declarant prior to Turnover, the Property shall be subject to the following covenants and restrictions which shall bind each Member and Parcel:

Section 9.01. Wells. No individual well water supply system shall be permitted on any Parcel without Approval.

Section 9.02. Obnoxious or Offensive Activity. No activity or use shall be allowed upon any Parcel which is a source of annoyance, embarrassment, harassment, or discomfort to Members or their Occupants, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive, or unlawful use be made of any Parcel, Lot, Dwelling, Improvement, the Common Area, or the Areas of Common Responsibility. The use of any Parcel shall comply with all applicable Laws. Each Parcel shall be owned, used, enjoyed, held and occupied in such manner as not to cause or produce any of the following effects discernible outside any Improvement or Dwelling: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic, or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by other Members.

Section 9.03. Rules and Regulations. All Rules and Regulations shall be observed by the Members and their Occupants. Such Rules and Regulations may involve such matters as air conditioning units, signs, mailboxes, temporary Improvements, noisy mufflers, loud music, loud vehicles, or other nuisances; garbage and trash disposal; parking; traffic; state of repair of vehicles; tree removal; animals; game and play structures and devices; swimming pools; television and telecommunications devices and antennae; driveways; walkways; sight distances at intersections; garages; and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority for promulgate of Rules and Regulations and enforcement of the same by the Declarant or the Board. All Improvements are subject to Rules and Regulations promulgated from time to time. So long as not inconsistent with this Declaration, Rules and Regulations may augment or clarify the terms of this Declaration or any term, covenant, condition or restriction herein contained.

Section 9.04. Animals. Birds, fish, dogs, cats, reptiles, insects and all other non-human, non-plant livings organisms generally recognized as household pets (collectively, "**Animals**") may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. Livestock of domesticated or undomesticated animals is prohibited. Animals shall be sheltered inside Improvements. No separate or exterior Improvement for Animals shall be permitted. All Animals must be kept in a fully fenced area or leashed when outside of an Improvement and shall not be permitted to run loose. No Animals shall be permitted to remain on the Property if it or they disturb the tranquility of the Property or the Members or their Occupants, if it or they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if it or they are specifically excluded from the Property by the Board after notice and hearing. All owners of Animals are responsible for timely clean up of Animal waste and the Board may elect to promulgate Rules and Regulations to enforce the same.

Section 9.05. Garbage and Trash. No trash, garbage, or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers as approved by Reviewer. All such sanitary containers must be stored within each Improvement, buried underground (if lawful and approved by Reviewer), or placed within an enclosure or concealed by means of a screening wall approved by Reviewer.

Section 9.06. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and the same may be installed only within an Approved Improvement, within an Approved screened area, or buried underground (if lawful and approved by Reviewer), and they shall otherwise comply with Rules and Regulations established from time to time and all applicable Laws.

Section 9.07. Vehicles. No vehicle may be parked on the Property except on paved Streets and paved driveways and in garages. No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in a garage and not visible from the Street and any other Parcel. No commercial vehicles of any kind shall be parked on the Property except for construction or service vehicles temporarily present on business. A commercial vehicle for the purposes of this Section 9.07 shall mean any vehicle operated for the transportation of persons or property in the furtherance of any commercial, manufacturing, or industrial enterprise, For-Hire or Not-For-Hire. No trailers, boats, campers, motorized or non-motorized recreational vehicles, may be parked in the Property unless parked inside a garage; provided, however, boats may be parked behind an Approved fence which totally screens the boat from the view of all Streets and adjacent Dwellings. Notwithstanding the foregoing, one (1) truck or van, whether commercial or non-commercial, will be permitted per Parcel provided that they comply with the following:

- (a) they may not exceed one (1) ton carrying capacity;
- (b) they may not have camper shells extending more than twelve inches (12") over the cab roof;
- (c) any signboard or lettering must be professionally applied to fenders, doors, tailgates, and panels of the vehicle;
- (d) the frame to ground clearance may not exceed twenty four inches (24"); and
- (e) they may not have added frames, racks, wooden shells, or boxes.

Section 9.08. Visibility of Intersections. No obstruction to visibility at Street intersections shall be permitted; provided that neither the Declarant, the Board, the Officers, Reviewer or the Association shall be liable in any manner to any person or entity, including Members or their Occupants, for any damages, injuries, or deaths arising from any violation of this Section 9.08.

Section 9.09. Temporary Structures. No Improvement of a temporary or portable character such as trailers, tents, or shacks shall be permitted in the Property, except as approved by Reviewer, and except for temporary Improvements used solely in connection with the construction of Approved permanent Improvements and removed immediately upon completion of such Approved permanent Improvements. Neither Declarant nor any Homebuilders doing business in the Property shall be prohibited from erecting or maintaining temporary Dwellings or Model Centers for development and marketing purposes, provided the same are in compliance with all applicable Laws and the terms hereof, and further provided that any such Homebuilder first obtains Declarant's written approval of such temporary Dwelling or Model Center prior to installing or constructing same, such approval to be granted, conditioned, or denied by Declarant in Declarant's sole and absolute discretion.

Section 9.10. Signs. No signs, advertisements, billboards, solicitation, or advertising improvements or materials of any kind shall be displayed or placed upon any Parcel without the prior written approval of Reviewer; provided, however, street numbers and name signs on Lots and one sign containing not more than eight (8) square feet of surface area per side (2 sides maximum) and used solely in connection with the marketing of the affected Lot for sale or lease shall be permitted without prior approval of the

Reviewer. Additionally, a Member may display a sign of reasonable size provided by a contractor for security services provided that said sign is located no more than ten (10) feet from any entrance to a Dwelling. Declarant or the Association may enter upon any Parcel and remove and destroy any sign which violates this Section 9.10. This Section 9.10 shall not apply to Declarant, to any Declarant Affiliate, or to any Homebuilder doing business in the Property provided that any such Homebuilder first obtains Declarant's written approval of any such signs, improvements, or materials prior to installing same, such approval to be granted, conditioned, or denied by Declarant in Declarant's sole and absolute discretion.

Section 9.11. Air Conditioning Equipment. No air conditioning equipment other than compressor units may be visible on the exterior of any Dwelling unless previously Approved by Reviewer, which Approval may be based on the aesthetics or adequacy of screening of such equipment. Reviewer may prohibit window or wall air conditioning units altogether.

Section 9.12. Drainage Structures. Unless first approved by the Reviewer and the District, no Member, including Declarant, may obstruct, alter, or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on, or across any Parcel, Common Area, Areas of Common Responsibility, or any Easement area; nor shall any Improvement or material be erected, placed, or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Parcel which materially adversely affects the drainage of or to neighboring Parcels, or the Common Area, or any Areas of Common Responsibility.

Section 9.13. Exterior Electronic or Electric Devices. Except to the extent required to be permitted under applicable Law, none of the following Improvements of any kind may be installed or maintained in the Property without the prior written approval of Reviewer: exterior telecommunications, radio, microwave or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures or devices.

Section 9.14. Subdivision. No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Parcel, and thereafter, by the Board, which consent, by Declarant or the Board, may be granted, conditioned, or denied.

Section 9.15. Completion. Upon commencement of construction of any Approved Improvements on any Parcel, the Owner of such Parcel shall diligently prosecute the work to the end so that the Improvements shall be completed as expeditiously as is reasonable. The Owner of a Parcel on which Approved Improvements are being made or built shall keep the Streets and areas adjacent to the Parcel free from dirt, mud, garbage, trash, or other debris occasioned by construction.

Section 9.16. Excavation. No clearing or excavation on any Parcel shall be made except incident to construction, maintenance, or repair of an Approved Improvement (or by Declarant or in connection with development of the Property or the Community) and must be in accordance with the Permit; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded, and covered with sod or seeded in accordance with the Approved Plans and the Permit.

Section 9.17. Sidewalks. If required by the Local Government, the Owner of each Lot shall construct, prior to occupancy or construction of the Dwelling on that Lot, a sidewalk along each boundary line of the Lot which abuts a platted Street shown on any Plat.

Section 9.18. Fences and Walls. Except for walls or fences constructed by Declarant, there shall be no fence or wall permitted on any Parcel unless it has been approved by Reviewer as to size, material, color,

location, etc. Landscape buffers may be required by Reviewer on the outside of any Approved fences and walls. All fences must be white vinyl or other material as approved by Reviewer and installed with the posts and supports on the inside; provided, however, that no vinyl fences shall be permitted to be placed or installed adjacent to any Conservation Area, Conservation Tract, or retention and detention areas, ponds or lakes. Additionally, fences may only be Approved and permitted within drainage easements so long as the fence does not block or impede the flow of water through the drainage easement area. Notwithstanding anything herein to the contrary, so long as Declarant or any Homebuilders maintain any Model Centers within the Property, they shall have the right to fence all or any part of any Parcels being used for parking for the term of such permitted use. During the development of the Property, Declarant shall construct and install a fence on Lot 21, Lot 22, and a portion of Tract A, all as depicted on the Plat (the "**Association Fence**"), which Association Fence shall be constructed and installed in accordance with the requirements of the Local Government. After constructed and installed by Declarant, none of Declarant, the Association, or any Owner including, but not limited to, any Owner of Lots 21 or 22, may remove all or any part of the Association Fence without the prior written approval of the Local Government; provided, however, that the Association may temporarily remove all or part of the Association Fence from time to time in connection with the Association's maintenance, repair, or replacement of the Association Fence. The Owners of Lots 21 and 22 shall maintain the paint or other surface finish, if any, on the vertical surface of the Association Fence which faces any Improvement on said Owner's Lot, failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof. Except as set forth above, the Association, at Common Expense, shall be responsible for maintenance, repair, and replacement of the Association Fence from time to time as required by the Local Government or as deemed necessary and appropriate by the Board.

Section 9.19. Yard Accessories and Play Structures. Except as otherwise required by applicable Law, all yard accessories and play structures, including basketball hoops or backboards, and any other fixed games, shall be located at the side or rear of the Dwelling, except that, in the case of Dwelling(s) on corner Lots, such accessories and structures shall be restricted to the side yard furthest from the side Street and to that portion of the rear yard which is no closer to the side Street than a fence would be permitted to be located by Reviewer and the Local Government. The location of any yard accessories, play structure or permanent basketball structure shall be approved by Reviewer prior to location of the structure on a Parcel. Basketball structures, either permanently mounted to a Dwelling above the garage or mounted to a permanent pole, will be allowed only under the following conditions:

- (a) basketball hoops and structures must be well-maintained;
- (b) backboards must be transparent or white, NBA approved, with a limit of two colors of trim;
- (c) nets are limited to white nylon;
- (d) the location of the basketball hoop and structure must first be approved by Reviewer;
- (e) If pole-mounted, the pole must be metal, either black or galvanized, and permanently mounted into the ground with a concrete base; and
- (f) No permanent basketball structures may be placed in any side yard.

Temporary basketball structures are allowed provided that they meet the requirements of items (a) through (c) above. Temporary basketball structures shall be placed in the garage or laid down behind a fence when not in use so as not to be seen from the Streets or neighboring Parcels. The time of play of basketball may be limited by Reviewer to reasonable daylight hours.

Section 9.20. Use; Rentals. Residential Parcels shall be used for single family residential purposes only. No trade, business, profession, occupation, or other commercial activity or use shall be conducted on any Residential Parcels or within any Improvement, provided, however, that a Member may use a single room within a Dwelling as an office for conducting business as long as the business: (a) does not require personal contact with employees, customers, or service providers at the Dwelling; (b) does not include the manufacture or distribution of any products or goods in the Dwelling or on or from the Residential Parcel; and (c) is not so pervasive as to interfere with the residential character of the Community. No signs shall be placed on any Dwelling or Lot which identifies the Dwelling as a place of business. Short-Term Rentals of Dwellings are prohibited. For purposes of this Declaration, the term "Short-Term Rentals" shall mean and refer to the leasing or rental of any Dwelling or Lot to a Person for a period of less than seven (7) consecutive months. The Declarant and Association shall have standing to enforce this restriction on Short-Term Rentals.

Section 9.21. Pools. Swimming pools may not be located in the front or side yard of any Lot, nor nearer than the Dwelling to any side Street lot line.

Section 9.22. Dwellings and Improvements.

(a) No Dwelling shall contain less than One Thousand Two Hundred (1,200) square feet of air conditioned area under roof, exclusive of screened area, open porches, terraces, patios and the garage.

(b) Each Dwelling shall have an attached fully enclosed garage capable of housing not less than two (2) standard sized automobiles, which shall not be enclosed for use as a living area.

(c) Setbacks for Dwellings shall be as permitted by the Local Government.

(d) No Dwelling shall exceed two (2) stories in height.

(e) Except as permitted pursuant to hereof or by Reviewer, no projections of any type other than Approved chimneys, skylights, and vent stacks shall be placed or permitted to remain above any roof of any Dwelling.

(f) No Dwelling shall have exposed structural block on its front elevation.

(g) All driveways shall be constructed of solid concrete or decorative pavers approved by Reviewer.

(h) All oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a Street or other Lots. This provision shall not apply to central air conditioning compressor units (see Section 9.11 hereof).

Section 9.23. Tree Removal and Landscaping. Except if done by Declarant, trees measuring six inches (6") or more in diameter at three feet (3') or more above ground level on a Platted Parcel (which includes all Lots) shall not be cut or removed without the prior written consent of Reviewer; provided, however, if approved in advance by Reviewer, trees located within six feet (6') of the location of the Dwelling may be removed, regardless of size, without prior approval of Reviewer. More restrictive arbor ordinances or environmental Laws shall control in the event of conflict herewith. There shall be no removal of trees or clearing, other than clearing of underbrush, until Reviewer has Approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on a Parcel. All Lots shall have fully sodded front and side lawns except in Approved landscape or retained

natural areas. All areas of each Lot not covered by Improvements or included within Approved gardens and natural areas within the Lot shall be sodded prior to occupancy of the Dwelling on that Lot. Unless prohibited by Law, natural areas shall be finished by removal of underbrush and addition of mulch.

Section 9.24. Collection. All garbage and refuse shall be placed outside for pickup not earlier than the evening preceding the scheduled pickup, and all containers for garbage and refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Parcel during the course of construction of Approved Improvements, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of any Parcel.

Section 9.25. Pumping or Draining. The Owner of any Parcel which includes or is adjacent to any pond, creek, bay head, or other body of water (natural or man-made) shall not reduce the depth or size of said body of water by pumping or draining therefrom, or by placing fill dirt or any other material or debris in said body of water.

Section 9.26. Ramps. No skateboard or bicycle ramp or similar Improvement shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side Street.

Section 9.27. Declarant Reservation. Any provision of this Declaration to the contrary notwithstanding, until Declarant has completed all of the contemplated Improvements and closed on the sale of all Parcels now owned or hereafter owned by Declarant or now owned or hereafter owned by a Declarant Affiliate within the Property, neither the Members nor the Association shall interfere with, or allow the interference with, the completion of Declarant's planned Improvements and the sale of the Parcels. Declarant may make such lawful use of the unsold Parcels and the Common Area, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Parcels and the display of signs and the use of Parcels for vehicular parking. Without limiting the generality of the foregoing, except only when the express provisions of this Declaration prohibit Declarant from taking a particular action, nothing herein shall be understood or construed to prevent or prohibit Declarant from any of the following:

(a) Doing on any Parcel now or hereafter owned or controlled by Declarant, or now or hereafter owned or controlled by an Affiliate of Declarant, whatever Declarant determines to be necessary, convenient, or advisable in connection with the completion of the development of the Property and the Community, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property, as same may be expanded, may be modified by Declarant at any time and from time to time, without notice, and without approval of any party, including the ARB after it becomes the Reviewer); or

(b) Erecting, constructing, and maintaining on any Parcel now or hereafter owned or controlled by Declarant, or now or hereafter owned or controlled by an Affiliate of Declarant, such Improvements as may be reasonably necessary for the conduct of its business of completing said development and establishing the Property as the Community and disposing of the same by sale, lease or otherwise; or

(c) Conducting on any Parcel now or hereafter owned or controlled by Declarant, or now or hereafter owned or controlled by an Affiliate of Declarant, its business of developing, subdividing, grading, and constructing Improvements in, on or about the Property, and of disposing of Parcels therein by sale, lease or otherwise; or

(d) Determining in its sole discretion the nature of any type of Improvements to be initially constructed as part of the Community or the Property; or

(e) Maintaining such sign or signs on any Parcel now or hereafter owned or controlled by Declarant, or now or hereafter owned or controlled by an Affiliate of Declarant, as may be necessary or desired in connection with the operation of any Parcels now or hereafter owned or controlled by Declarant, or now or hereafter owned or controlled by an Affiliate of Declarant, or the sale, lease, marketing or operation of the same; or

(f) Modifying, changing, re-configuring, removing or otherwise altering any Improvements located on the Common Area, or utilizing all or portions of the Common Area for construction access or staging (provided that same does not impair existing platted access (as shown on any Plats) or Utility services to the Lots).

Section 9.28. Conservation Areas. If any conservation tract is specifically designated as such on any Plat of the Property, then, except for those alterations made by Declarant and those additional alterations which may be permitted by applicable Governmental Authorities and Reviewer, there shall be no further clearing, construction, grading, or alteration of such tracts. Any portion of the Property which is designated on any Plat as "open space" shall not be developed in the future with any Improvements and shall remain open space in perpetuity.

Section 9.29. Mailboxes. Community mailboxes may be provided by the U.S. Post Office and individual mailboxes on each Lot shall be prohibited while community mailboxes are utilized by the U.S. Post Office. If community mailboxes, are not provided, each Member shall install a U.S. Postal Service-approved mailbox, the color, style, and design of which shall be subject to approval by Reviewer. All individual mailboxes shall be mounted on a 4" X 4" vertical post with a supporting bracket installed at a 45 degree angle to the post. Except for identifying numbers and letters, the mailbox shall be painted solid black and the post and support shall be painted solid white.

Section 9.30. Security Bars. No security bar system may be installed on any window or door of any Dwelling in the Property.

Section 9.31. Variances. The Board shall have the right and power to grant variances from the provisions of this Article IX and from the Rules and Regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive, or impair the operation or effect of the provisions of this Article IX in any instance in which such variance is not granted.

ARTICLE X

ADDITIONAL COVENANTS AND RESTRICTIONS

No Member may impose any additional covenants, conditions, or restrictions on any part of the Property without the prior written approval of Declarant, for so long as Declarant or any Affiliate of Declarant owns or controls any Parcel, and thereafter, without the prior written approval of the Board.

ARTICLE XI

AMENDMENTS

Section 11.01. Amendment of this Declaration

(a) **Amendment by Written Instrument.** This Declaration may be amended (an "Amendment") at any time by the holders of at least two-thirds (2/3) of the votes of the Voting Members. Upon approval of an Amendment in accordance with the preceding sentence, the Board shall direct the President of the Association to have a written instrument prepared in recordable form which instrument shall set forth the text of the approved Amendment, and which Amendment shall also comply with all requirements of the Association Act. Upon execution of the Amendment by the holders of at least two-thirds (2/3) of the votes of the Voting Members, the Board shall direct the Secretary of the Association to Record the Amendment or direct the Recording of the Amendment. The Amendment will be deemed effective upon Recording.

(b) **Amendment by Vote at a Duly-Authorized Meeting.** An Amendment may be proposed by Declarant, the Board, or through a petition directed to the Board and signed by ten percent (10%) of the voting interests of the Voting Members. If a proposed Amendment is to be adopted by a 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 a duly-authorized meeting called to discuss the proposed Amendment. To pass, the proposed Amendment shall be approved upon the affirmative vote of a majority of the votes of Voting Members casting votes (either in person or by proxy) at a meeting duly called to consider the proposed Amendment in which a quorum has been established. Upon the approval of an Amendment pursuant to this Section 11.01(b), the President and Secretary of the Association shall execute a written instrument in recordable form which shall set forth the text of the Amendment, the effective date of the Amendment, the date of the meeting of the Association at which such Amendment was adopted, the date that notice of such meeting was given, the total number of votes necessary for a quorum, the total number of votes cast at the meeting (either in person or by proxy), the total number of votes necessary to adopt the Amendment, the total number of votes cast for the Amendment, and the total number of votes cast against the Amendment. The written Amendment executed by the President and Secretary of the Association shall be Recorded. The Amendment will be deemed effective upon Recording.

(c) **Amendment by Board.** Unless otherwise prohibited by the Association Act or by Florida Law, only for so long as Declarant or the Class "B" Member has the right to appoint or elect at least one (1) Director pursuant to Section 3.03(c) above, the Board may, by a majority vote of the Board taken at a Special Board Meeting, vote to approve an Amendment; provided, however (a) that no such Amendment may materially and adversely alter the proportionate voting interest appurtenant to a Parcel or increase the proportion or percentage by which a Parcel shares in the Common Expenses, unless all Owners of such Parcels and all record owners of all liens encumbering such Parcels join in the execution of the Amendment; and (b), no such Amendment, even if otherwise approved by a majority of the Directors, may be approved, executed or Recorded, without the affirmative vote of the Declarant's or the Class "B" Member's Director, which affirmative vote such Director shall not be required to give. Upon the approval of an Amendment pursuant to this Section 11.01(c), the Secretary of the Association shall Record or direct the Recording of the Amendment. The Amendment will be deemed effective upon Recording. After such time as Declarant or the Class "B" Member no longer has the right to appoint or elect at least one (1) Director pursuant to Section 3.03(c) above, then this Declaration may only be amended pursuant to the provisions of Section 11.01(a) or Section 11.01(b) hereof.

(d) **Amendment by Declarant.** Prior to Turnover, Declarant specifically reserves for itself, its successors and assigns, the absolute and unconditional right to execute and record an Amendment that alters, modifies, changes, revokes, rescinds, or cancels any or all of this Declaration or the Covenants contained in this Declaration. After Turnover, Declarant shall continue to have the absolute and unconditional right to execute and record an Amendment as necessary to comply with any obligations or requirements imposed upon Declarant, or otherwise in connection with the development of the Property, by any applicable Governmental Authority. Otherwise, following Turnover, this Declaration may only be amended pursuant to the provisions of Section 11.01(a), Section 11.01(b), and Section 11.01(c) hereof.

Section 11.02. Restrictions on Amendments. Notwithstanding anything to the contrary contained in Section 11.01 hereof, no Amendment (or amendment to the Constituent Documents) may: (i) remove, revoke, or modify any right or privilege of the Declarant without the prior written consent of Declarant or the assignee of any such right of privilege; (ii) impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees; (iii) to the extent that any provision of the Constituent Documents are included in satisfaction of any condition of approval of any of the PSP/DP or Plat, such provision shall not be changed, amended, modified, or otherwise deleted or eliminated without the prior written consent of the County or the Local Government, as applicable; (iv) result in or facilitate a termination of the Association's obligation to maintain the Common Areas; or (v) change, amend, modify, eliminate, or delete the restrictions contained in this Section 11.02. In addition to the foregoing, any Amendment that would affect the Surface Water Management System (including any Conservation Areas) shall be submitted to the District for a determination of whether the amendment necessitates a modification of the Permit. In no event shall any such Amendment be made without the prior approval of the District. Additionally, any proposed Amendment which would have the effect of materially altering the general plan of development for the Community or which would materially prejudice the Members' rights to use and enjoy the benefits of the Common Area, shall require the unanimous written consent of all Members. No Amendment shall be permitted that would violate the Association Act.

ARTICLE XII

HUD/FHA/VA AND DISTRICT APPROVAL RIGHTS

Notwithstanding anything herein to the contrary, if any one or more of HUD, the FHA, the FHFA, or the VA, or any successor department or agency of any of the foregoing, requires approval or consent by it or them to annexation of Additional Property, the withdrawing of Eligible Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Area, conveyance or dedication to the public of any Common Area, any Amendment, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring, or purchasing loans or Mortgages on or encumbering Dwellings in the Property, and any such loan or Mortgages has been approved, insured, guaranteed, or purchased by the applicable agency at the time of the proposed annexation, withdrawing, merger, consolidation, mortgaging, dedication, Amendment, or dissolution, then the required consent or approval shall be obtained. In addition, any Amendment to this Declaration which alters the Surface Water Management System beyond maintenance in its original condition, including the surface water management portions of the Common Area, must have the prior approval of the District. This Declaration may not be amended without the prior written consent of the District if such Amendment would change any of the provisions of this Declaration governing or affecting the operation, maintenance or repair of the Surface Water Management System for the Property.

ARTICLE XIII

DURATION AND TERMINATION

This Declaration shall run with and bind and benefit the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association, and any Members, and their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the Recording Date, after which time this 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 properly executed and signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is Recorded.

ARTICLE XIV

ENFORCEMENT

Section 14.01. Compliance by Members. Every Member and all Occupants of any Parcel shall comply with the Governing Documents and the Covenants and Easements set forth herein.

Section 14.02. Enforcement. Failure of an Member or that Member's Occupants to comply with the Governing Documents and the Covenants and Easements set forth herein, as applicable to the Member, the Member's Parcel, Improvements, the Dwelling, the Common Areas, and the Property, shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Member shall be responsible for all costs and expenses of enforcement, including, but not limited to, attorneys' and paralegals' fees actually incurred and court costs, fees and expenses. If any Person shall violate or attempt to violate the provisions of the Governing Documents, it shall be lawful for Declarant, any Member, or the Association: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate the provisions of the Governing Documents; (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate the provisions of the Governing Documents, for the purpose of preventing or enjoining all or any such violations or attempted violations; or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity to address or prevent the violation or attempted violation of the Governing Documents. In addition, whenever there shall have been built or there shall exist on any Parcel any Improvement, thing, or condition which violates the provisions of this Declaration, Declarant or the Association (but not any Member) shall have the right, but not the obligation, to enter upon the Parcel where such violation exists and summarily abate and remove the same, all at the expense of the Owner of such Parcel, which expense shall constitute an Individual Assessment, and such entry and abatement or removal shall not be deemed a trespass or make Declarant, the Board, or Association, or the directors, officers, members, agents, employees, contractors or subcontractors of any of the foregoing, liable for any damages on account thereof. The remedies contained in this Section 14.02 shall be cumulative of all other remedies now or hereafter provided by law, in equity, or by virtue of this Declaration. The failure of Declarant, the Board, the Association, or an Member to enforce any covenant, restriction, obligation, right, power, privilege, or reservation contained herein, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

The District shall also have the right to enforce, by a proceeding at law or in equity, the provisions of this Declaration which relate to maintenance, operation and repair of the Surface Water Management System.

Section 14.03. Fines; Suspension. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors, (A) a fine or fines may be imposed upon a Member for failure of a Member or that Member's Occupants to comply with any condition, covenant or restriction contained herein or in the other Governing Documents, and (B) the Association shall have the right to suspend for a reasonable period of time the rights of use of the Common Area and the facilities located thereon (except for vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park of defaulting Members) provided that before imposing any fine or suspension, the following procedures are adhered to:

(a) **Notice.** The Association shall notify the Member of the alleged infraction or infractions. Included in the notice shall be the date and time of a hearing of a committee of at least three (3) Members who are appointed by the Board of Directors (the "**Committee**"), at which time the Member may present reasons why a fine(s) or suspension should not be imposed. The members of the Committee shall not be Officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director, or employee of the Association. At least fourteen (14) days' notice of such meeting shall be given.

(b) **Hearing.** The alleged non-compliance shall be presented to the Committee after which the Committee shall hear reasons why a fine(s) or suspension should not be imposed. A written decision of the Committee shall be submitted to the Member by not later than twenty-one (21) days after the Committee's hearing. The Member shall have a right to be represented by counsel and to cross examine witnesses. If the Committee does not approve a proposed fine or suspension by majority vote, it may not be imposed.

(c) **Amounts.** The Board (if the Committee's findings are made against the Member) may impose a suspension or a fine in the form of an Individual Assessment against the Parcel owned by the Member as follows:

(i) For each violation, a fine not exceeding One Hundred Dollars (\$100.00). Each day that there exists on any Parcel any Improvement, thing or condition which violates this Declaration shall be considered a violation.

(ii) For each violation or violations which are of a continuing nature, which means a violation which continues after notice thereof to Member, a fine not exceeding Twenty-Five Thousand Dollars (\$25,000.00).

(d) **Payment and Collection of Fines.** Any Member against whose Parcel fines have been levied shall remit such fines to the Association within thirty (30) days of receiving notice of such fines from the Association. The Association may pursue legal and equitable remedies to recover such fines. Fines shall be treated as an Individual Assessment subject to the provisions for the collection of Individual Assessments, and the lien securing same, as set forth herein.

(e) **Application of Proceeds.** All moneys received from fines shall be allocated as directed by the Board.

(f) **Non-exclusive Remedy.** These fines and suspensions shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fines paid by the offending Member shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by Law from such Member.

(g) **CPI**. Unless limited by Law, specific dollar amounts stated in this Article XIV shall increase from time to time by application of a nationally recognized consumer price index chosen by the Board, using the Recording Date as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

(h) **Suspension of Voting Rights**. In accordance with the Act, the Association may suspend the voting rights of a Member for the nonpayment of Assessments that are delinquent in excess of ninety (90) days.

ARTICLE XV

DAMAGE OR DESTRUCTION TO COMMON AREA

Damage to or destruction of all or any portion of the Common Area shall be addressed in the following manner, notwithstanding any provision herein to the contrary:

Section 15.01. Sufficient Insurance Proceeds. In the event of damage to or destruction of the Common Area, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Area to be repaired and reconstructed substantially as previously existed prior to such damage or destruction.

Section 15.02. Insufficient Insurance Proceeds. If the insurance proceeds are not sufficient to effect total restoration of the Common Area, then the Association shall cause such portions of the Common Area 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 in accordance with the provisions of Article VI of this Declaration.

Section 15.03. Negligence or Willful Misconduct. Each Member shall be liable to the Association for the cost to repair any damage to the Common Area not fully covered by collected insurance which may be sustained by reason of the negligence, willful misconduct, or wrongdoing of any Member or that Member's Occupants. In addition, the Association shall have the right to charge any Member for the increase, if any, in any insurance premiums attributable to damage caused by such Member or that Member's Occupants. The sums due from a Member hereunder shall be an Individual Assessment against the Member and that Member's Parcel and may be collected as provided elsewhere herein for the collection of Individual Assessments.

ARTICLE XVI

MORTGAGEE PROTECTION

Section 16.01. Records and Notices. The Association shall make available to all Members and to all Mortgagees of any Mortgages, for inspection, upon request, during normal business hours or as set forth in the Rules and Regulations, current copies of this Declaration (with all amendments) and the Articles, Bylaws, Rules and Regulations, and the books and records of the Association (including the Budget). Such persons shall be entitled, upon prior written request, (i) to receive a copy of the Association's financial statement for the immediately preceding Fiscal Year, (ii) to receive notices of and to attend Association meetings, (iii) to receive notice from the Association of an alleged default by any Member in the performance of such Member's obligations under this Declaration, the Articles, the Bylaws, and any Rules and Regulations, which default is not cured within thirty (30) days after the Association learns of such default and to the extent that the Mortgagee has an interest, by virtue of the Mortgage, in the Parcel

owned by the defaulting Member, and (iv) to receive notice of any substantial damage or loss to the Common Area.

Section 16.02. Adverse Events. Any Mortgagee 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 Area, (ii) a sixty (60) day delinquency in the payment of the Assessments on a Parcel in which said Mortgagee has an interest, and (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 16.03. Taxes and Other Charges. After thirty (30) days written notice to the Association, any Mortgagee 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 Association's title to any portion of the Common Area, and to receive prompt reimbursement therefor from the Association.

Section 16.04. Insurance Premiums. After thirty (30) days written notice to the Association, any Mortgagee shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Area or obtain, singly or jointly, new hazard insurance coverage on the Common Area upon the lapse of a policy and, in either case, receive prompt reimbursement therefor from the Association.

ARTICLE XVII

GENERAL PROVISIONS

Section 17.01. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 17.02. Enforcement. Without limiting the generality of Article XIV hereof, enforcement of the Governing Documents may be accomplished by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any condition, covenant or restriction of the Governing Documents, either to restrain violation or to recover damages, and against the Parcels to enforce any lien created by the conditions, covenants and restrictions of the Governing Documents; and failure to enforce any condition, covenant or restriction of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

Section 17.03. Interpretation. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction of this Declaration. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

Section 17.04. Severability. If any term, clause, or provision of any Governing Document is deemed by a court of law, a mediator, or an arbitrator, as illegal, invalid, or unenforceable under any present or future Law, or illegal, invalid, or unenforceable as applied in a particular instance or situation, such determination shall not affect the validity of the other terms, clauses, or provisions of the Governing Document, or other valid applications of the same term, clause, or provision to a different instance or situation. It is the express intention and desire of Declarant and the Association that if any such term, clause, or provision of any Governing Document is held to be illegal, invalid, or unenforceable, there shall be added in lieu thereof a provision as similar in terms to such term, clause, or provision as is possible and is legal, valid and enforceable.

Section 17.05. Effective Date. This Declaration shall become effective upon the Recording Date.

Section 17.06. Cooperation. Each Member, by acceptance of a deed conveying a Parcel to the Member or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree with Declarant, to cooperate in, and support, any and all zoning, land use, administrative, governmental and/or quasi-governmental filings, applications, requests, submissions and other actions deemed necessary, convenient, or desirable by Declarant for development and/or improvement of the Property and the Community, including, without limitation, signing any required applications, subdivisions plats, etc., as the owner of any portion of the Property owned or controlled thereby when necessary or requested to do so by Declarant.

Section 17.07. Easements. Should the intended creation of any Easement fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such Easement, then any such grant of Easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original Person or Persons to whom the Easements were originally intended to have been granted the benefit of such Easement, and the Members hereby designate Declarant and the Association (or either of them) as their lawful attorney-in-fact, to execute any instruments on such Members' behalf as may hereafter be required or deemed necessary or convenient for the purpose of later creating such Easement as it was intended to have been created herein. All Persons using Easements shall use reasonable efforts to minimize interference with all other permitted uses of the Easements and the property subject thereto and shall restore any damage to such property caused in the exercise of any rights granted in any such Easement.

Section 17.08. No Public Right or Dedication. Nothing contained herein shall be deemed to be a gift or dedication of all or any part of the Common Area to the public, or for any public use.

Section 17.09. Constructive Notice and Acceptance. Every Person who owns, occupies or acquires any right, title, estate or interest whatsoever in or to any Parcel, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such Person acquired such interest in such Parcel.

Section 17.10. Execution of Documents Required by the Local Government. Declarant's plan for the development of the Community may require from time to time the execution of certain documents required by Governmental Agencies. To the extent that said documents require the joinder of any or all Members, each of said Members, by virtue of said Member's acceptance of a deed to the Member's Parcel, or other conveyance thereof, does irrevocably give and grant to Declarant, or any of its officers individually, full power of attorney to execute said documents as the Member's agent and in the Member's place and stead.

Section 17.11. Assignment of Declarant's Rights. Declarant hereby expressly reserves and shall hereafter have the right to assign all or any part of the rights, powers and reservations of Declarant under the Governing Documents and under the Association Act to any Person that assumes in writing the duties and liabilities of Declarant pertaining to the particular rights, powers and reservations so assigned. Upon the Recording of such instrument of assignment and assumption ("**Assignment and Assumption**"), the assignee shall, to the extent expressly set forth in such Assignment, have the same rights and powers and be subject to the same obligations, duties and liabilities as are herein or under the Association Act given to and assumed by Declarant, as the case may be. Declarant hereby expressly reserves and shall hereafter have the right to appoint one or more Co-Declarants, subject to the terms and conditions of the specific Assignment and Assumption appointing such Co-Declarant(s). Notwithstanding anything to the contrary

contained herein, in any Assignment and Assumption, or otherwise, to the extent that any rights and liabilities of Declarant under this Declaration and under the Association Act are not expressly assigned and assumed pursuant to an Assignment and Assumption, such rights and liabilities shall remain Declarant's rights and liabilities.

ARTICLE XVIII

DISCLAIMERS

Section 18.01. Disclaimer of Representations or Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, CHARACTER, OR NATURE, WHATSOEVER, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, AGENTS OR EMPLOYEES (OR THE SUCCESSORS OR ASSIGNS OF ANY OF THE FOREGOING) IN CONNECTION WITH THE PROPERTY (INCLUDING ANY PARCEL, LOT, DWELLING, IMPROVEMENT, COMMON AREA, OR AREAS OF COMMON RESPONSIBILITY), 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, REGULATION THEREOF, OR OTHERWISE. IF ANY SUCH REPRESENTATION OR WARRANTY CANNOT LAWFULLY BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, PRESUMPTIVE AND SPECIAL DAMAGES ARISING THEREFROM ARE HEREBY FULLY, FOREVER, AND IRREVOCABLY WAIVED AND DISCLAIMED.

Section 18.02. General. Notwithstanding anything to the contrary or otherwise contained in the Governing Documents, neither the Association, the Board, the Officers, the Reviewer, nor Declarant shall be liable or responsible for, or in any manner considered or deemed a guarantor or insurer of, the health, safety or welfare of any Member, Occupant, or user of any portion of the Property including, without limitation, residents and their families, agents, employees, contractors, subcontractors, licensees, tenants, subtenants, occupants, guests or invitees, or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Governing Documents that the various provisions thereof which are enforceable by the 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;

(b) the Association is not empowered, nor has it been created, to act as an entity which enforces or ensures compliance with the Laws, or prevents tortious activities, actions, or omissions; and

(c) any provisions of the Governing 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 Declarant or the 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 Member (by virtue of the Member's acceptance of title to the Member's Parcel) and each other person having an interest in or lien upon, or making any use of, said Parcel, or any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article

XVIII and shall be deemed to have automatically and irrevocably waived any and all rights, claims, demands, and causes of action against the Association, the Board, the Officers, the Reviewer, or Declarant and arising from or connected with any matter for which the liability of the Association, the Board, the Officers, the Reviewer, or Declarant has been disclaimed in this Article XVIII or herein generally.

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

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IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

Signed, sealed and delivered in the presence of:

George P. Graham
 Print Name: George P. Graham
Michele A. Sheard
 Print Name: Michele A. Sheard

STATE OF FLORIDA)
 COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 31st day of August, 2012, by Craig C. Harris, as Manager of JTD Land at Country Walk, LLC, a Florida limited liability company, on behalf of said entity. He (check appropriate box) ☒ is personally known to me or ☐ has produced his State of Florida driver's license as identification.

DECLARANT:

JTD LAND AT COUNTRY WALK, LLC,
 a Florida limited liability company

By: *Craig C. Harris*
 Name: Craig C. Harris
 Title: Manager

DATED: August 31, 2012



(NOTARY SEAL OR STAMP)

Michele A. Sheard
 Name: Michele A. Sheard
 Title: Notary Public
 My Commission Expires: _____

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JOINER OF NVR, INC.

NVR, INC., a Virginia corporation, as the fee simple owner of the NVR Property, hereby joins into this Declaration and as such, hereby subjects the NVR Property to the terms, conditions, and provisions of the Governing Documents.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: Kim Kaminer

[Signature]
Print Name: Cathleen Furber

NVR, INC., a Virginia corporation

By: [Signature]

Name: Robert Lattanzi

Title: Vice President

(Corporate Seal)

DATED: September 4, 2012

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 4 day of Sept., 2012, by Robert Lattanzi, as Vice President of NVR, Inc., a Virginia corporation, on behalf of said entity. He (check appropriate box) is ☒ personally known to me or ☐ has produced his State of _____ driver's license as identification.

(NOTARY SEAL OR STAMP)

[Signature]
Name: _____

Title: Notary Public

My Commission Expires: _____



EXHIBIT "A"

DECLARANT PROPERTY

THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 TOGETHER WITH A PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 32, TOWNSHIP 22 SOUTH, RANGE 31 EAST; THENCE RUN SOUTH $89^{\circ}31'41''$ EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 32, A DISTANCE OF 1196.61 FEET TO THE SOUTHEAST CORNER OF LOT 20, COUNTRYWALK UNIT III, PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 25, PAGE 132 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN THE FOLLOWING EIGHT COURSES ALONG THE EASTERLY AND NORTHERLY BOUNDARIES OF SAID COUNTRYWALK UNIT III, PHASE 1; THENCE RUN NORTH $16^{\circ}57'08''$ WEST, A DISTANCE OF 371.22 FEET; THENCE RUN NORTH $06^{\circ}40'18''$ EAST, A DISTANCE OF 112.04 FEET; THENCE RUN NORTH $34^{\circ}06'45''$ WEST, A DISTANCE OF 271.47 FEET; THENCE RUN SOUTH $80^{\circ}06'16''$ WEST, A DISTANCE OF 154.83 FEET; THENCE RUN SOUTH $55^{\circ}45'22''$ WEST, A DISTANCE OF 160.29 FEET; THENCE RUN NORTH $64^{\circ}24'04''$ WEST, A DISTANCE OF 232.85 FEET; THENCE RUN SOUTH $18^{\circ}13'41''$ WEST, A DISTANCE OF 179.96 FEET TO THE NORTHERLY RIGHT OF WAY OF INSIDE LOOP (RIGHT OF WAY VARIES), ACCORDING TO SAID PLAT OF COUNTRYWALK UNIT III, PHASE 1; THENCE RUN NORTH $69^{\circ}27'31''$ WEST ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 86.13 FEET TO THE SOUTHEAST CORNER OF LOT 66, COUNTRYWALK UNIT I ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 5, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY RUN THE FOLLOWING EIGHT COURSES ALONG THE EASTERLY BOUNDARY OF SAID COUNTRYWALK UNIT I; THENCE RUN NORTH $03^{\circ}59'46''$ EAST, A DISTANCE OF 309.03 FEET; THENCE RUN NORTH $34^{\circ}46'25''$ WEST, A DISTANCE OF 288.91 FEET; THENCE RUN NORTH $00^{\circ}10'49''$ EAST, A DISTANCE OF 189.97 FEET; THENCE RUN NORTH $89^{\circ}50'13''$ WEST, A DISTANCE OF 70.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 324.02 FEET AND A CENTRAL ANGLE OF $48^{\circ}34'29''$; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 274.70 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF INSIDE LOOP (70' RIGHT OF WAY) ACCORDING TO SAID PLAT OF COUNTRYWALK UNIT I; THENCE DEPARTING SAID CURVE RUN NORTH $48^{\circ}24'41''$ WEST, RADIAL TO SAID CURVE ALONG THE NORTHEASTERLY RIGHT OF WAY OF INSIDE LOOP A DISTANCE OF 70.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 394.02 FEET AND A CENTRAL ANGLE OF $12^{\circ}09'32''$; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY, FROM A RADIAL BEARING OF SOUTH $48^{\circ}24'41''$ EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 83.62 FEET; THENCE DEPARTING SAID CURVE RUN NORTH $36^{\circ}15'09''$ WEST, A DISTANCE OF 94.96 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; SAID POINT LYING ON THE SOUTH LINE OF WINDING CREEK UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 31, PAGE 82 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID COUNTRYWALK UNIT I, RUN SOUTH $89^{\circ}55'28''$ EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32 AND THE SOUTH LINE OF WINDING CREEK UNIT 3, A

DISTANCE OF 175.76 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32; THENCE RUN SOUTH 89°53'46" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32 AND THE SOUTH LINE OF WINDING CREEK UNIT 3, A DISTANCE OF 646.51 FEET TO THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; SAID POINT LYING ON THE EAST LINE OF THE AFOREMENTIONED WINDING CREEK UNIT 3; THENCE RUN NORTH 00°23'06" WEST, ALONG THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 1334.90 FEET TO THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; SAID POINT BEING THE NORTHEAST CORNER OF LOT 139, WINDING CREEK UNIT 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 29, PAGE 95, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°45'13" EAST ALONG THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32 AND THE SOUTH LINE OF WINDING CREEK UNIT 2, A DISTANCE OF 1156.26 FEET TO THE MOST EASTERLY CORNER OF TRACT E, WINDING CREEK UNIT 2 AND A POINT ON THE SOUTHERLY BOUNDARY OF TRACT A, FIELDSTREAM - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 39, PAGE 29, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, RUN THE FOLLOWING THREE COURSES ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT A, FIELDSTREAM - PHASE 1; THENCE SOUTH 52°54'02" EAST, A DISTANCE OF 130.00 FEET; THENCE NORTH 66°53'20" EAST, A DISTANCE OF 202.95 FEET; THENCE NORTH 89°45'13" EAST, A DISTANCE OF 498.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT A AND THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE RUN SOUTH 00°09'16" EAST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 2693.51 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE RUN NORTH 89°31'41" WEST, ALONG THE AFOREMENTIONED SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 32, A DISTANCE OF 1382.56 FEET TO THE POINT OF BEGINNING.

LESS:

(Lot 89)

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N89°31'41"W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 1382.56 FEET TO THE SOUTHEAST CORNER OF COUNTRYWALK UNIT III, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 132, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID COUNTRYWALK UNIT III, THE FOLLOWING THREE COURSES AND DISTANCES; N16°57'08"W, A DISTANCE OF 371.22 FEET TO THE POINT OF DEFLECTION IN THE REAR OF LOT 25, COUNTRYWALK UNIT III; THENCE N06°40'18"E, A DISTANCE OF 112.04 FEET TO THE POINT OF DEFLECTION IN THE REAR OF LOT 27, COUNTRYWALK UNIT III; THENCE N34°06'45"W, A DISTANCE OF 195.80 FEET TO A POINT ON THE EAST LINE OF LOT 7, COUNTRYWALK UNIT III; THENCE DEPARTING SAID EASTERLY LINE OF COUNTRYWALK UNIT III, RUN S61°44'35"E, A DISTANCE OF 25.82 FEET; THENCE N60°18'00"E, A DISTANCE OF 189.12 FEET; THENCE N58°54'35"E, A DISTANCE OF 47.79 FEET; THENCE N55°33'44"E, A DISTANCE OF 138.59 FEET;

THENCE N49°20'18"E, A DISTANCE OF 242.93 FEET; THENCE RUN S40°39'42"E, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N49°20'18"E, A DISTANCE 120.00 FEET; THENCE RUN S40°39'42"E, A DISTANCE OF 42.32 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 00°48'26", THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 9.09 FEET; THENCE RUN S50°08'44"W ALONG A RADIAL LINE TO SAID CURVE, A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 00°48'26"; THENCE FROM A TANGENT BEARING OF N39°51'16"W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 7.40 FEET TO A POINT OF TANGENCY; THENCE RUN N40°39'42"W, A DISTANCE OF 42.32 FEET TO THE POINT OF BEGINNING.

and

(Lot 90)

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N89°31'41"W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 1382.56 FEET TO THE SOUTHEAST CORNER OF COUNTRYWALK UNIT III, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 132, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID COUNTRYWALK UNIT III, THE FOLLOWING THREE COURSES AND DISTANCES; N16°57'08"W, A DISTANCE OF 371.22 FEET TO THE POINT OF DEFLECTION IN THE REAR OF LOT 25, COUNTRYWALK UNIT III; THENCE N06°40'18"E, A DISTANCE OF 112.04 FEET TO THE POINT OF DEFLECTION IN THE REAR OF LOT 27, COUNTRYWALK UNIT III; THENCE N34°06'45"W, A DISTANCE OF 195.80 FEET TO A POINT ON THE EAST LINE OF LOT 7, COUNTRYWALK UNIT III; THENCE DEPARTING SAID EASTERLY LINE OF COUNTRYWALK UNIT III, RUN S61°44'35"E, A DISTANCE OF 25.82 FEET; THENCE N60°18'00"E, A DISTANCE OF 189.12 FEET; THENCE N58°54'35"E, A DISTANCE OF 47.79 FEET; THENCE N55°33'44"E, A DISTANCE OF 138.59 FEET; THENCE N49°20'18"E, A DISTANCE OF 242.93 FEET; THENCE RUN S40°39'42"E, A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S40°39'42"E, A DISTANCE 35.00 FEET; THENCE RUN N49°20'18"E, A DISTANCE OF 120.00 FEET; THENCE RUN N40°39'42"W, A DISTANCE OF 60.00 FEET; THENCE RUN S49°20'18"W, A DISTANCE OF 95.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

NVR PROPERTY

(Lot 89)

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N89°31'41"W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 1382.56 FEET TO THE SOUTHEAST CORNER OF COUNTRYWALK UNIT III, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 132, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID COUNTRYWALK UNIT III, THE FOLLOWING THREE COURSES AND DISTANCES; N16°57'08"W, A DISTANCE OF 371.22 FEET TO THE POINT OF DEFLECTION IN THE REAR OF LOT 25, COUNTRYWALK UNIT III; THENCE N06°40'18"E, A DISTANCE OF 112.04 FEET TO THE POINT OF DEFLECTION IN THE REAR OF LOT 27, COUNTRYWALK UNIT III; THENCE N34°06'45"W, A DISTANCE OF 195.80 FEET TO A POINT ON THE EAST LINE OF LOT 7, COUNTRYWALK UNIT III; THENCE DEPARTING SAID EASTERLY LINE OF COUNTRYWALK UNIT III, RUN S61°44'35"E, A DISTANCE OF 25.82 FEET; THENCE N60°18'00"E, A DISTANCE OF 189.12 FEET; THENCE N58°54'35"E, A DISTANCE OF 47.79 FEET; THENCE N55°33'44"E, A DISTANCE OF 138.59 FEET; THENCE N49°20'18"E, A DISTANCE OF 242.93 FEET; THENCE RUN S40°39'42"E, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N49°20'18"E, A DISTANCE OF 120.00 FEET; THENCE RUN S40°39'42"E, A DISTANCE OF 42.32 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 00°48'26", THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 9.09 FEET; THENCE RUN S50°08'44"W ALONG A RADIAL LINE TO SAID CURVE, A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 00°48'26"; THENCE FROM A TANGENT BEARING OF N39°51'16"W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 7.40 FEET TO A POINT OF TANGENCY; THENCE RUN N40°39'42"W, A DISTANCE OF 42.32 FEET TO THE POINT OF BEGINNING.

and

(Lot 90)

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N89°31'41"W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 1382.56 FEET TO THE SOUTHEAST CORNER OF COUNTRYWALK UNIT III, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 132, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID COUNTRYWALK UNIT III, THE FOLLOWING THREE COURSES AND DISTANCES; N16°57'08"W, A DISTANCE OF 371.22 FEET TO THE POINT OF DEFLECTION IN THE REAR OF LOT 25, COUNTRYWALK UNIT III;

THENCE N06°40'18"E, A DISTANCE OF 112.04 FEET TO THE POINT OF DEFLECTION IN THE REAR OF LOT 27, COUNTRYWALK UNIT III; THENCE N34°06'45"W, A DISTANCE OF 195.80 FEET TO A POINT ON THE EAST LINE OF LOT 7, COUNTRYWALK UNIT III; THENCE DEPARTING SAID EASTERLY LINE OF COUNTRYWALK UNIT III, RUN S61°44'35"E, A DISTANCE OF 25.82 FEET; THENCE N60°18'00"E, A DISTANCE OF 189.12 FEET; THENCE N58°54'35"E, A DISTANCE OF 47.79 FEET; THENCE N55°33'44"E, A DISTANCE OF 138.59 FEET; THENCE N49°20'18"E, A DISTANCE OF 242.93 FEET; THENCE RUN S40°39'42"E, A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S40°39'42"E, A DISTANCE 35.00 FEET; THENCE RUN N49°20'18"E, A DISTANCE OF 120.00 FEET; THENCE RUN N40°39'42"W, A DISTANCE OF 60.00 FEET; THENCE RUN S49°20'18"W, A DISTANCE OF 95.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

ARTICLES

[See Next Page]

((H12000084887 3)))



H120000848873ABC5

To:

Division of Corporations
Fax Number : (850) 617-6381

From:

Account Name : AKERMAN SENTERFITT (ORLANDO)
Account Number : 076656002425
Phone : (407) 423-4000
Fax Number : (407) 843-6610

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

12 APR -2 PM 3:19

****enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

FLORIDA PROFIT/NON PROFIT CORPORATION
Country Walk Reserve Homeowners Association, Inc.

| | |
|-----------------------|---------|
| Certificate of Status | 0 |
| Certified Copy | 0 |
| Page Count | 08 |
| Estimated Charge | \$70.00 |

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

ARTICLES OF INCORPORATION
OF
COUNTRY WALK RESERVE HOMEOWNERS ASSOCIATION, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION

12 APR -2 PM 12: 27

ARTICLE I
NAME

The name of this corporation shall be COUNTRY WALK RESERVE HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in these Articles of Incorporation ("Articles") as the "Association."

ARTICLE II
DURATION

Existence of the Association shall commence with the filing of these Articles with the Florida Department of State Division of Corporations. The Association shall have perpetual existence.

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized for the purpose of enforcing, and fulfilling the objectives and purposes stated in, the Declaration of Covenants, Conditions, Easements, and Restrictions for Country Walk Reserve (the "Declaration") to be recorded in the Public Records of Orange County, Florida. Capitalized terms used above or herein without definition shall have the same meanings given to such terms in the Declaration. The Association shall have all the powers of a not for profit corporation organized under Chapter 617 of the laws of the State of Florida, subject, however, only to such limitations upon the exercise of such powers as are expressly set forth in the Constituent Documents or pursuant to the Association Act. Unless otherwise specifically prohibited by the Constituent Documents or Florida Law, any and all functions, duties and powers of the Association shall be fully transferable in whole or in part. Any instrument affecting such a transfer shall specify the duration thereof and an express means and method of revocation. The Association is not formed for pecuniary profit and the Association shall not pay dividends, and no part of any income or assets of the Association shall be distributed to its Members, Owners, Directors or Officers.

ARTICLE IV
PRINCIPAL OFFICE

The initial principal office and mailing address of the Association is located at 210 S. Hoagland Blvd., Kissimmee, FL 34741.

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ARTICLE V
REGISTERED OFFICE AND AGENT

Craig Harris, whose address is 210 S. Hoagland Blvd., Kissimmee, FL 34741, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI
DISSOLUTION OF THE ASSOCIATION

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

6.1 All Eligible Property shall be automatically deemed withdrawn by Declarant, with Declarant thereafter authorized to further evidence the withdraw of the Eligible Property by execution of a Supplemental Declaration describing the real property withdrawn, which Declarant may then Record.

6.2 Conveyance to a not for profit corporation homeowners' association similar to the Association or conveyance or dedication to any applicable Governmental Authority determined by the Board to be appropriate for such conveyance or dedication, which Governmental Authority is willing to accept such conveyance or dedication, of any property, duties, and responsibilities of the Association, which association or Governmental Authority shall then be responsible for the operation and maintenance thereof. With respect to the Association's responsibility for the operation and maintenance of the Surface Water Management System and Conservation Areas, such obligation must be transferred to and be accepted by an entity which satisfies the requirements of Section 40E-4.361(3) of the Code, and must be approved by the District prior to dissolution. If no other association or Governmental Authority will accept such property, duties, and responsibilities, then it will be conveyed to a trustee appointed by the Circuit Court of Orange County, Florida, which trustee shall sell such property free and clear of the limitations imposed by the Constituent Documents upon terms established by the Circuit Court of Orange County, Florida. That portion of the Property consisting of the Surface Water Management System and Conservation Areas cannot be altered, changed or sold separate from the lands associated therewith. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on such property, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of such property. The excess proceeds, if any, from the property shall be distributed among Members in a proportion that is equal to the proportionate share of such Members in the Common Expenses of the Association.

ARTICLE VII
MEMBERSHIP

Every Person which qualifies as a Member of the Association in accordance with the Declaration shall be a Member of the Association, and such membership shall carry all rights,

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restrictions, benefits, interests and limitations granted pursuant to the Governing Documents and the provisions of the Association Act.

ARTICLE VIII **VOTING RIGHTS**

8.1 A Member's right to vote shall vest immediately upon such Member's qualification for membership as provided in the Declaration and these Articles. All voting rights of a Member shall be exercised in accordance with and subject to the restrictions and limitations provided in the Constituent Documents.

8.2 Unless elsewhere specifically provided to the contrary in the Declaration or these Articles, any provision of the Constituent Documents which requires the vote or approval of a majority or other specified fraction or percentage of the total voting interests of the Voting Members of the Association, shall be deemed satisfied by either of the following:

A. The vote in person or by proxy of the majority or other specified fraction or percentage of the total voting interests of the Voting Members of the Association at a meeting duly called and noticed pursuant to the provisions of the Bylaws dealing with Annual Meetings or Special Meetings of the Members.

B. Written consents signed by the majority or other specified fraction or percentage of the total voting interests of the Voting Members of the Association.

8.3 Except as provided otherwise in the Declaration or these Articles, a quorum at Member meetings shall consist of thirty percent (30%) of the total voting interests of the Voting Members of the Association, whether represented in person or by proxy. Subject to any contrary provision or requirement contained in the Declaration, if a quorum is present, the affirmative vote of a majority of voting interests of the Voting Members represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members, except when approval by a greater vote is required by the Declaration, the Articles, the Bylaws, or by Florida Law. When a specified item of business is required to be voted upon by a particular class of Members, a majority of the voting interests such class of Voting Members shall constitute a quorum for the transaction of such item of business by that class, unless provided to the contrary in the Articles of Incorporation, in the Declaration, or otherwise required by Florida law. After a quorum has been established at a meeting, the subsequent withdrawal of a Member so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

ARTICLE IX **BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors who shall be appointed or elected pursuant to the provisions of the Declaration and the Bylaws. The number of Directors constituting the initial Board of Directors shall be three (3). The names and

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addresses of the persons who are to act in the capacity of initial Directors until the election and qualification of their successors are:

| <u>Name</u> | <u>Address</u> |
|---------------------|--------------------------------------------|
| James B. Davis, Jr. | 210 S. Hoagland Blvd., Kissimmee, FL 34741 |
| Tama R. Davis | 210 S. Hoagland Blvd., Kissimmee, FL 34741 |
| Craig Harris | 210 S. Hoagland Blvd., Kissimmee, FL 34741 |

ARTICLE X OFFICERS

The affairs of the Association shall be administered by the Officers. Until Turnover, all Officers shall be appointed by the Declarant and shall serve at the pleasure of the Declarant; provided, however, that if at anytime Declarant is not permitted under Florida Law to appoint such Officers, then Declarant, as the Class "B" Member, shall have the right to elect all such Officers in accordance with the terms and procedures of the Declaration. Commencing with the Turnover Meeting, the Officers shall be elected by the Board, and they shall serve at the pleasure of the Board. The names and addresses of the persons who are to act in the capacity of Officers until the appointment/election and qualification of their successors are:

| | |
|------------------------------------------|--------------------------------------------|
| Craig Harris/President | 210 S. Hoagland Blvd., Kissimmee, FL 34741 |
| James B. Davis, Jr./Vice President | 210 S. Hoagland Blvd., Kissimmee, FL 34741 |
| Tama R. Davis/Secretary and Treasurer | 210 S. Hoagland Blvd., Kissimmee, FL 34741 |

ARTICLE XI AMENDMENT

These Articles may be changed, amended or modified at any time and from time to time, by the Members, Declarant, or the Board, in the same manner as the Members, Declarant, or the Board may change, amend or modify the Declaration, as set forth in the Declaration.

ARTICLE XII INDEMNIFICATION

12.1 Every Director and every Officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' and other professionals' fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, or having served at the Declarant's or the Association's request as a director or officer of any other Person, whether or not he so serves the Association at the time such expenses are incurred, regardless of by whom the proceeding is brought, except in relation to matters as to which any such Director or Officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a

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settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

12.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding, if authorized by a majority of the Directors, only upon receipt of a written agreement or undertaking by or on behalf of such Director or Officer to repay such amounts if it shall ultimately be determined that such Director or Officer is not to be indemnified by the Association as authorized by these Articles.

12.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any Person who is or was a Director or Officer, or is or was serving at the request of the Declarant or the Association as a director or officer of another Person, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

ARTICLE XIII BYLAWS

The first Bylaws of the Association shall be adopted by the Declarant and may be altered, amended or rescinded in the manner provided in the Bylaws.

ARTICLE XIV INCORPORATOR

The name and address of the Incorporator of this corporation is as follows:

| <u>Name</u> | <u>Address</u> |
|--------------|--------------------------------------------|
| Craig Harris | 210 S. Hoagland Blvd., Kissimmee, FL 34741 |

ARTICLE XV NON-STOCK CORPORATION

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that in the Board's discretion, membership in the Association may, from time to time, be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

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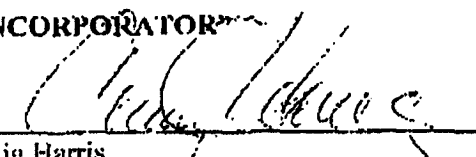
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IN WITNESS WHEREOF, the undersigned has signed this Articles of Incorporation
this 7th day of April, 2012.

"INCORPORATOR"



Craig Harris

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+407 843 7860

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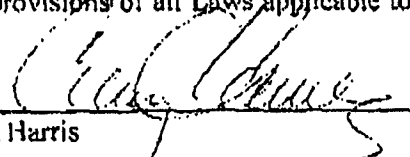
**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR SERVICE OF PROCESS**

Pursuant to the provisions of Chapters 48 and 617 of the Florida Statutes, the corporation identified below hereby submits the following Certificate Designating Registered Agent for Service of Process ("Certificate") in designation of the registered office and registered agent in the State of Florida.

COUNTRY WALK RESERVE HOMEOWNERS ASSOCIATION, INC., desiring to organize as a not for profit corporation under the laws of the State of Florida, with its registered office at 210 S. Hoagland Blvd., Kissimmee, FL 34741, has named Craig Harris, located at the above-registered office, as its registered agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named as registered agent for the above-stated corporation at the place designated in this Certificate, I hereby acknowledge that I am familiar with the obligations of a registered agent under the laws of the State of Florida, accept to act as registered agent for the above-stated corporation, and agree to comply with the provisions of all Laws applicable to the performance of such office.



Craig Harris

Dated: APRIL 2, 2012

FILED
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DIVISION OF CORPORATIONS
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EXHIBIT "D"

BYLAWS

[See Next Page]

**BYLAWS
OF
COUNTRY WALK RESERVE HOMEOWNERS ASSOCIATION, INC.
A FLORIDA NOT FOR PROFIT CORPORATION**

1. Definitions. Unless otherwise indicated to the contrary, all capitalized terms used above or herein without definition shall have the meaning given such term in the Declaration of Covenants, Conditions, Easements, and Restrictions for Country Walk Reserve ("Declaration") or the Articles of Incorporation. For ease of reference, Country Walk Reserve Homeowners Association, Inc. shall hereinafter be referred to as the "Association".

2. Fiscal Year. The fiscal year of the Association ("Fiscal Year") shall be the calendar year.

3. Seal. Any seal of the Association shall bear the name of the Association, the word, "Florida", the words, "Not For Profit Corporation", and the year of incorporation of the Association.

4. Members.

4.1 Membership and Voting Rights. Entitlement to membership in, and the voting rights of each Member of, the Association shall be as set forth in the Declaration and the Articles, and the manner of exercising such voting rights shall be as set forth therein and in these Bylaws.

4.2 Transfer of Membership. The rights of each Member shall be appurtenant to the Member's ownership of the Parcel that gives rise to the membership, as specified in the Declaration, may not be separated from such ownership, and shall automatically pass to the successors and assigns of a Member upon the Recording of the change in ownership of the Parcel.

5. Members Meetings.

5.1 Annual Members Meetings. The annual meeting of the Members ("Annual Meeting") shall be held at such place, at such time, and on such date each year as is from time to time designated by the Board, for the purpose of electing Directors (if election of Directors is necessary under the Declaration and the Articles), and transacting any business authorized or required to be transacted by the Members. Unless otherwise required by Florida Law, notice of an Annual Meeting need not include a description of the purpose or purposes for which the meeting is called. Failure to hold an Annual Meeting timely shall in no way affect the terms of Officers or Directors or the validity of actions of the Declarant (prior to Turnover), the Directors, the Officers or the Association.

5.2 Special Members' Meetings.

(a) Special meetings of the Members ("Special Meetings") may be called by any one of the following persons or groups:

- (1) The President;

- (2) A majority of the Directors;
 - (3) Members representing at least ten percent (10%) of total voting interests of the Voting Members of the Association; or
 - (4) The Declarant, so long as Declarant has the right to elect a Director pursuant to Section 3.3(c) of the Declaration.
- (b) Business conducted at a Special Meeting is limited to the purposes described in the notice of the meeting.

5.3 Notice of a Special Meeting must include a description of the purpose or purposes for which the meeting is called.

5.4 Notice of Membership Meetings. The Association shall give all Members actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the Members not less than 14 days prior to the meeting; provided, however, that a Member must consent in writing to receiving notice by electronic transmission. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice on behalf of the Association, and shall be filed upon execution among the official records of the Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by Rule or Regulation, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Community. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

5.5 Defects in Notice, Etc. Waived by Attendance. A Member may waive any notice required by the Declaration, the Articles, or these Bylaws before or after the date and time stated in the notice. The waiver must be in writing, signed by the Member entitled to receive the notice, and be delivered to the Association for the inclusion in the meeting minutes or filing with the Association records. A Member's attendance at the meeting waives objection to lack of notice or defect of notice of the meeting, unless the Member, at the beginning of the meeting, objects to holding the meeting or transacting business at the meeting. A Member's attendance at a meeting also serves to waive objection to the consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to the consideration of the matter when it is presented.

5.6 Right to Speak. Members have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any Rules or Regulations, a Member has the right to speak for at least three (3) minutes on any item, provided that the Member submits a written request to speak prior to the meeting. The Association may adopt Rules and Regulations governing the frequency, duration, and other manner of the Members' statements, which Rules and Regulations must be consistent with this subsection.

5.7 Adjournment. Adjournment of an Annual Meeting or Special Meeting to a different date, time, or place must be announced at that meeting before an adjournment is taken,

or notice must be given of the new date, time, or place pursuant to Section 720.303(2) of the Act. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 607.0707 of the Florida Statutes, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

5.8 Proxy Voting.

(a) Subject to the terms of the Constituent Documents, Members have the right to vote in person or by proxy.

(b) 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. A proxy is effective only for the specific meeting for which it was 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. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

5.9 Recording. Any Member may tape record or videotape meetings of the Board or of the Members. The Board may adopt Rules and Regulations governing the taping of meetings of the Board and the membership.

5.10 Order of Business. The order of business at Annual Meetings, and as far as practicable at all other Member meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of Officers.
- (e) Reports of committees (including the ARB).
- (f) Appointment/Election of Directors (as applicable).
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

6. Board of Directors.

6.1 Number, Appointment/Election and Term. The number of Directors may be increased or decreased from time to time in accordance with the Declaration, the Articles, and

these Bylaws, but shall never be less than three (3) nor more than seven (7), and shall always be an odd number (i.e., 3, 5, 7). Any increase or decrease in the number of Directors shall require the affirmative vote of a majority of the voting interests of the Voting Members at any Special Meeting of the Members called for the purpose of changing the number of Directors. No decrease in the number of Directors shall have the effect of shortening the terms of any incumbent Director. Except as otherwise set forth in the Constituent Documents with regard to appointments/elections by Declarant prior to Turnover, the Directors shall be elected at the Annual Meeting and at each Annual Meeting thereafter, by a plurality of the votes cast at such election using a straight voting method for each seat on the Board to be filled, and shall hold office until the next succeeding Annual Meeting. Despite the expiration of a Director's term, each Director shall hold office for the term for which he is elected and until his successor shall have been duly elected and qualified, until there is a decrease in the number of Directors, or until his earlier resignation, removal from office or death.

6.2 Recall/Removal. Any member of the Board may be recalled and removed from office with or without cause by an agreement in writing, or by written ballot without a membership meeting, or by a majority of the total voting interests of the Voting Members, all in accordance with the provisions set forth in the Constituent Documents and the Association Act; provided, however that since prior to Turnover only the Declarant, as the Class "B" Member, may appoint or elect the Board, then prior to Turnover only Declarant, as the Class "B" Member, may recall or remove any Directors. Any Director that is an employee, contractor, or agent of Declarant, and that was either (a) appointed to the Board by Declarant, or elected to the Board by the Class "B" Member, shall, simultaneous with the termination of such Director's status as an employee, contractor, or agent of Declarant, be deemed to have willingly resigned said Director's position on the Board and shall be deemed automatically removed from the Board, without any action being necessary or required by the resigning/removed Director, the Declarant, the Association, or the Class "B" Member. Upon such automatic resignation and removal of such Director, Declarant or the Class "B" Member, as applicable, shall have the sole right and option to appoint or elect a replacement Director via the same method of appointment or election that previously placed the resigned and removed Director on the Board. Any Director appointed to the Board by Declarant, or elected to the Board by the Class "B" Member, that resigns or is removed by Declarant or the Class "B" Member pursuant to the terms hereof, pursuant to the terms of the other Constituent Documents, or under authority of the Association Act, shall, within 5 full business days of such resignation or removal, turn over to Declarant any and all records and property of the Association in such prior Director's possession, the failing of which the circuit court in the county where the Association maintains its principal office may, upon the petition of Declarant or the Association, summarily order the Director to relinquish his or her office and turn over all Association records to Declarant. Other Board members may be recalled and removed as provided below:

(a) (1) Directors may be recalled by an agreement in writing or by written ballot without a membership meeting. The agreement in writing or the written ballots, or a copy thereof, shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48 of the Florida Rules of Civil Procedure.

(2) The Board shall duly notice and hold a meeting of the Board within 5 full business days after receipt of the agreement in writing or written ballots. At the meeting, the Board shall either certify the written ballots or written agreement to recall a

Director or Directors, in which case such Director or Directors shall be recalled effective immediately and shall turn over to the Board within 5 full business days any and all records and property of the Association in their possession, or proceed as described in subsection (c) below.

(3) When it is determined by the department (as that term is defined in the Act) pursuant to binding arbitration proceedings that an initial recall effort was defective, written recall agreements or written ballots used in the first recall effort and not found to be defective may be reused in one subsequent recall effort. However, in no event is a written agreement or written ballot valid for more than 120 days after it has been signed by the Member.

(4) Any rescission or revocation of a Member's written recall ballot or agreement must be in writing and, in order to be effective, must be delivered to the Association before the Association is served with the written recall agreements or ballots.

(5) The agreement in writing or ballot shall list at least as many possible replacement Directors as there are Directors subject to the recall, when at least a majority of the Board is sought to be recalled; the person executing the recall instrument may vote for as many replacement candidates as there are Directors subject to the recall.

(b) (1) The Members may also recall and remove a Director or Directors by a vote taken at a Special Meeting. A Special Meeting of the Members to recall a Director or Directors may be called by 10 percent of the voting interests of the Voting Members giving notice of the meeting as required for a meeting of Members, and the notice shall state the purpose of the Meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.

(2) The Board shall duly notice and hold a Board meeting within 5 full business days after the adjournment of the Member meeting to recall one or more Directors. At the meeting, the Board shall certify the recall, in which case such Director or Directors shall be recalled effective immediately and shall turn over to the Board within 5 full business days any and all records and property of the Association in their possession, or shall proceed as set forth in subsection (c) below.

(c) If the Board determines not to certify the written agreement or written ballots to recall a Director or Directors or does not certify the recall by a vote at a meeting, the Board shall, within 5 full business days after the meeting, file with the department a petition for binding arbitration pursuant to the applicable procedures in Section 718.112(2)(j) and 718.1255 of the Act and the rules adopted thereunder. For the purposes of this subsection, the Members who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any Director or Directors, the recall will be effective upon mailing of the final order of arbitration to the Association. The Director or Directors so recalled shall deliver to the Board any and all records of the Association in their possession within 5 full business days after the effective date of the recall.

(d) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary contained

in this subsection or in the Constituent Documents. If vacancies occur on the Board as a result of a recall and a majority or more of the Directors are removed, the vacancies shall be filled by Members voting in favor of the recall; if removal is at a meeting, any vacancies shall be filled by the Members at the meeting. If the recall occurred by agreement in writing or by written ballot, Members may vote for replacement Directors in the same instrument in accordance with procedural rules adopted by the division (as that term is defined in the Act), which rules need not be consistent with this subsection.

(e) If the Board fails to duly notice and hold a Board meeting within 5 full business days after service of an agreement in writing or within 5 full business days after the adjournment of the Member recall meeting, the recall shall be deemed effective and the Directors so recalled shall immediately turn over to the Board all records and property of the Association.

(f) If a Director who is removed fails to relinquish his or her office or turn over records as required herein, the circuit court in the county where the Association maintains its principal office may, upon the petition of the Association, summarily order the Director to relinquish his or her office and turn over all Association records upon application of the Association.

(g) The minutes of the Board meeting at which the Board decides whether to certify the recall are an official Association record. The minutes must record the date and time of the meeting, the decision of the Board, and the vote count taken on each Director subject to the recall. In addition, when the Board decides not to certify the recall, as to each vote rejected, the minutes must identify the Director and the specific reason for each such rejection.

(h) When the recall of more than one Director is sought, the written agreement, ballot, or vote at a meeting shall provide for a separate vote for each Director sought to be recalled.

6.3 Directors Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

6.4 Vacancy. Except with regard to any Directors that Declarant or the Class "B" Member has the right to appoint/elect pursuant to the Constituent Documents and the Act, the vacancies of which may only be filled by Declarant or the Class "B" Member, any vacancy occurring on the Board shall be filled by the Members in accordance with the Articles and these Bylaws.

A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of the predecessor in office. Any seat on the Board to be filled by reason of an increase in the number of Directors may be filled by the Board, but only for a term of office continuing until the next election of Directors by the Members or, if the Association has no Members or no Members having the right to vote thereon, for such term of office as is provided in the Constituent Documents.

A vacancy that will occur at a specific later date, by reason of a resignation effective at such later date, may be filled before the vacancy occurs. However, the new Director may not take office until the vacancy occurs.

7. Meetings of Directors.

7.1 Meetings. A meeting of the Board occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board of Directors shall be open to the Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notwithstanding any other Law, meetings between the Board or a committee and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to the Members other than Directors. Notices of all Board meetings must be posted in a conspicuous place on the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Property, notice of each Board meeting must be mailed or delivered to each member at least 7 days before the meeting, except in an emergency. Notwithstanding this general notice requirement, if the Association has more than 100 Members, notice may be given via publication of notice, provision of a schedule of board meetings, or the conspicuous posting and repeated broadcasting of the notice on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Property, the notice must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Notice of meetings of the Directors may be given by electronic transmission in a manner authorized by Law for meetings of the Board and committee meetings requiring notice; provided, however, a Member must consent in writing to receiving notice by electronic transmission. An Assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Written notice of any Board meeting at which Special Assessments will be considered or at which amendments to Rules and Regulations regarding Parcel use will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously on the Property or broadcast on closed-circuit cable television not less than 14 days before the meeting. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. Notwithstanding anything to the contrary contained in the Declaration and the Articles, if 20 percent of the total voting interests of the Voting Members petitions the Board to address an item of business, the Board shall at its next Regular Meeting or at a Special Board Meeting, but not later than 60 days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14-day notice requirement stated above. Each Member shall have the right to speak for at least 3 minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the Meeting, the Board is not obligated to take any other action requested by the petition.

7.2 Regular Meetings. Regular meetings of the Board ("Regular Meetings") shall be held at least quarterly without notice to Directors at such place and hour as may be fixed from time to time by resolution of the Board; provided, however, that (a) no such Regular Meeting shall be scheduled on any day that is a legal holiday; and (b) so long as Declarant has the right to appoint all of the members of the Board, or the Class "B" Member has the right to

elect all Members of the Board, the Board is not required to hold regular meetings unless otherwise required by the Association Act.

7.3 Special Meetings. Special meetings of the Directors ("Special Board Meetings") may be called by the President, by any Director, or by the Declarant as long as Declarant has the right to elect a Director pursuant to Section 3.3(c) of the Declaration.

7.4 Defects in Notice, etc. Waived by Attendance. 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 of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

7.5 Telephone Participation. Members of the Board may participate in Board meetings by means of a conference telephone, or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at such meeting.

7.6 Quorum. A quorum at Directors meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board, except where approval by a greater number of Directors is required by the Constituent Documents or under Florida Law.

7.7 Adjourned Meetings. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were 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.

7.8 Presiding Officer. The presiding officer of Board meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the Directors present shall designate one Director to preside. Unless otherwise required by Florida Law, attendees at Board meetings other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on their behalf by a Director. In such case, the presiding officer may limit the time any such individual may speak.

7.9 Powers and Duties of Board of Directors. Except as otherwise provided in the Declaration, the Articles or herein, all of the powers and duties of the Association existing under Chapter 617 of the Florida Statutes, the Declaration, the Articles, these Bylaws, and the Association Act, shall be exercised by the Board, subject only to approval by Members when such is specifically required.

7.10 Action Upon Written Consent Without a Meeting. Unless otherwise prohibited by Florida Law, action of the Board may be taken without a meeting upon the written consent signed by all members of the Board. Any such action without a meeting shall be effective on the date the last Board member signs the consent or on such date as is specified in

the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board.

8. Officers.

8.1 Officers and Election. The Officers shall, at a minimum, be a President, who shall be selected from the Board of Directors, a Vice President, a Treasurer, and a Secretary. Prior to Turnover, all Officers shall be appointed/elected by the Declarant or the Class "B" Member and may only be removed and replaced by Declarant pursuant to the Constituent Documents. Any Officer that is an employee, contractor, or agent of Declarant, and that was either appointed to office by Declarant, or elected to office by the Class "B" Member, shall, simultaneous with the termination of such Officer's status as an employee, contractor, or agent of Declarant, be deemed to have willingly resigned said Officer's positions and shall be deemed automatically removed from said office(s), without any action being necessary or required by the resigning/removed Officer, the Declarant, the Association, or the Class "B" Member. Upon such automatic resignation and removal of such Officer, Declarant or the Class "B" Member, as applicable, shall have the sole right and option to appoint or elect a replacement Officer via the same method of appointment or election that previously placed the resigned and removed Officer in office. Any Officer appointed to office by Declarant, or elected to office by the Class "B" Member, that resigns or is removed by Declarant or the Class "B" Member pursuant to the terms hereof, pursuant to the terms of the other Constituent Documents, or under authority of the Association Act, shall, within 5 full business days of such resignation or removal, turn over to Declarant any and all records and property of the Association in such prior Officer's possession, the failing of which the circuit court in the county where the Association maintains its principal office may, upon the petition of Declarant or the Association, summarily order the Officer to relinquish his or her office and turn over all Association records to Declarant. After Turnover, all Officers shall be elected annually by the Board and each Officer may be removed by vote of the Directors at any meeting with or without cause. Any person may hold two or more offices except that the President shall not also be the Vice President or the Secretary. The Declarant, prior to Turnover, and the Board, after Turnover, shall from time to time elect such other Officers and designate their powers and duties as the Declarant or Board, as applicable, shall find necessary or convenient to manage properly the affairs of the Association.

8.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

8.3 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 generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board or the President.

8.4 Secretary. The Secretary shall 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 keep the official records of

the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation and as may be required by the Directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the official books of the Association in accordance with good accounting practices and provide for collection of Assessments; and he shall perform all other duties incident to the office of Treasurer of a corporation. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

8.6 Compensation. Officers shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association. In addition, managers or management companies may be compensated as determined by the board from time to time.

9. Books and Records.

9.1 The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

(a) Copies of any plans, specifications, permits, and warranties related to Improvements constructed on the Common Areas or other property (real or personal) that the Association is obligated to maintain, repair, or replace.

(b) A copy of the Bylaws.

(c) A copy of the Articles.

(d) A copy of the Declaration.

(e) A copy of the current Rules and Regulations of the Association.

(f) Minutes of all meetings of its Members and Directors, a record of all actions taken by the Members or Board without a meeting, and a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes. The Association shall keep the foregoing items of this subparagraph (f) in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of the Board and of the Members must be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses and parcel identifications. The Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Members to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission

is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

(h) All of the association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

(1) Accurate, itemized, and detailed records of all receipts and expenditures.

(2) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

(3) All tax returns, financial statements, and financial reports of the Association.

(4) Any other records that identify, measure, record, or communicate financial information.

(5) A copy of the disclosure summary described in Section 720.401(1) of the Act.

(6) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

(7) All other documents or information that the Association is required to maintain or retain pursuant to Section 720.303 of the Act.

9.2 The official records of the Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for such access. This subsection may be complied with by having a copy of the official records available for inspection or copying on the Property. If the Association has a photocopy machine available where the official records are maintained, it must provide Members with copies on request during the inspection if the entire request is limited to no more than 25 pages. The Association may adopt reasonable Rules and Regulations governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not require a Member to demonstrate any proper purpose for the inspection, state any reason for the

inspection, or limit a Member's right to inspect records to less than one 8-hour business day per month. The Association may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association may charge up to 50 cents per page for copies made on the Association's photocopier. If the Association does not have a photcopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside vendor or Association management company personnel and may charge the actual cost of copying, including any reasonable costs involving personnel fees and charges at an hourly rate for vendor or employee time to cover administrative costs to the vendor or Association. The Association shall maintain an adequate number of copies of the Declaration, the Articles and the Bylaws, to ensure their availability to Members and prospective Members. Notwithstanding this subparagraph, the following records are not accessible to Members:

(a) Any record protected by the lawyer-client privilege as described in Section 90.502 of the Florida Statutes and any record protected by the work-product privilege, including, but not limited to, any record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and which was prepared exclusively for civil or criminal litigation, or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or administrative proceedings.

(b) Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a Parcel.

(c) Personnel records of the Association's employees, including, but not limited to, disciplinary, payroll, health, and insurance records.

(d) Medical records of Members or residents of the Property.

(e) Social security numbers, driver's license numbers, credit card numbers, electronic mailing addresses, telephone numbers, emergency contact information, any addresses for a Member other than as provided for Association notice requirements, and other personal identifying information of any person, excluding the person's name, parcel designation, mailing address, and property address.

(f) Any electronic security measure that is used by the Association to safeguard data, including passwords.

(g) The software and operating system used by the Association which allows the manipulation of data, even if the Member owns a copy of the same software used by the Association. The data is part of the official records of the association.

10. Fiscal Management. The provisions for fiscal management of the Association set forth in the other Constituent Documents shall be supplemented by the following provisions.

10.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board. The receipts shall be

entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

(a) Current Expense. The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the Assessments for current expense for the succeeding year or to fund Reserves if elected by the Board. This may include but not be limited to:

- (1) Professional, administration and management fees and expenses;
- (2) Taxes on Common Areas;
- (3) Expenses for Utility services and maintenance expense relating to the Common Areas;
- (4) Insurance costs;
- (5) Administrative and salary expenses;
- (6) Operating capital; and
- (7) Other expenses.

(b) Reserve for Deferred Maintenance. If required by Law or by the Board from time to time, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) Reserve for Replacement. If required by Law or by the Board from time to time, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

10.2 Budget. The Board shall adopt such Budgets as are required by the Declaration.

10.3 Assessments. Assessments against the Members for their shares of the items of the Operating Budget shall be made in accordance with the provisions of the Declaration.

10.4 Depository. The depository of the Association will be such banks in the County as shall be designated from time to time by the Directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the Directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this subsection shall supersede the provisions hereof.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with the Florida Not for Profit Corporation Act, the Constituent Documents, the Rules and Regulations, or the Association Act.

12. Access to Common Areas and Recreational Facilities. All Common Areas serving the Association shall be available, subject to all restrictions set forth in the Declaration or in any Rules and Regulations adopted by the Association, to Benefited Members of the Association and their Occupants for the use intended to such Common Areas. The Association may adopt Rules and Regulations pertaining to the use of such Common Areas. Benefited Members shall have the right to peaceably assemble, or invite public officers or candidates for public office to appear and speak, in Common Areas subject to Rules and Regulations adopted by the Association. Notwithstanding anything in the foregoing to the contrary, access to Limited Common Property shall be limited to those Benefited Members, and their Occupants, who are Owners of Parcels to which the use of such Limited Common Property has been reserved and dedicated by the Declarant.

13. Amendment. These Bylaws may be changed, amended or modified at any time and from time to time, by the Members, the Board, or the Declarant, in the same manner as the Members, the Board, or Declarant may change, amend or modify the Declaration, as set forth in the Declaration.

14. Pronouns. Whenever the context permits, the singular shall include the plural and one gender shall include all.

DECLARANT:

**JTD LAND AT COUNTRY WALK,
LLC, a Florida limited liability company**

By: _____

Craig Harris, Manager