

Section 4. Amendment of Declaration. The Declarant hereby reserves the right to amend, modify or rescind such parts of this Declaration, as it, in its sole discretion, deems necessary or desirable so long as it is a Class B Member of the Association. At such time as the Declarant becomes a Class A Member of the Association as provided in Article IX, Section 2 hereof, this Declaration may be amended by an instrument signed by not less than seventy-five (75%) of the Lot or Dwelling Unit Owners of record; provided that any amendment which would affect the surface water management system, including the water management portion of the Common Area, must have the prior approval of the applicable Florida Water Management District. Any amendment must be recorded.

Section 5. Fine on Violations. The Association is authorized to impose fines of up to one hundred (\$100.00) dollars per violation and up to one thousand (\$1,000.00) dollars for a continuing violation of any provision of the Declaration or Rules and Regulations, which may be established by the Association. These fines are enforceable as a lien against the Owner's property. The Board of Directors will adopt the procedures for imposing these fines.

Section 6. Supplements. Declarant may from time to time bring additional property under the provisions hereof by recorded Supplemental Declarations (which shall not require the consent of the existing Owners or the Association, or any mortgagee) and thereby add to and include as part of the property subject to this Declaration.

NOTHING HEREIN, HOWEVER, SHALL OBLIGATE THE DECLARANT TO ADD TO INITIAL PORTION OF THE PROPERTY, TO DEVELOP ANY SUCH FUTURE PORTION.

Without limiting the foregoing, The additional property may be developed and subjected

to uses and restrictions different than the uses and restrictions which are set forth in this Declaration, and nothing contained in this Declaration shall be binding upon any Lot, Parcel or any other portion of the additional property not specifically made a part of the property in accordance with the terms of this Declaration by recording of a Supplemental Declaration in the public records of Osceola County, Florida.

Section 8. FHA/VA Approval. In the event that the Declarant seeks Federal Housing Administration or Veteran Administration approval of the Subdivision Community then as long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veteran Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

Section 9. Covenants Running With the Land ANYTHING TO THEN CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTY. IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO

MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

Section 10. Dissolution of association. In the event of a permanent dissolution of the Association,

(a) All assets of the Association shall be conveyed to a non-profit organization with similar purposes and acceptable to the applicable Water Management District having jurisdiction over the Property or

(b) all Association assets may be dedicated to Osceola County, Florida, or any applicable municipal or other governmental authority to the extent such governmental entity is willing to accept such assets and is willing to assume the Association's obligations arising hereunder. Said successor non-profit organization or governmental entity shall pursuant to this Declaration provide for the continued maintenance and upkeep of the Common Area, including without limitation the surface water management system, the Property and such other Property as may be contemplated herein.

(c) All Association assets may be dedicated to Osceola County, Florida, or any applicable municipal or other governmental authority.

Section 11. Turnover. The turnover of the Association by the Declarant shall occur at the time specified in the documents which govern the Association. The turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order. Notwithstanding the foregoing, however, for as long as the Declarant shall own any portion of

the Property, it shall have the right to appoint one member of the Board of Directors.