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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PORTICO

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NOTICE: As provided in Section 23.4 of this Declaration, each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the deed of conveyance of the Lot or Parcel to a third party shall specifically state that the Lot, Unit or Parcel is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Lots, Units and Parcels.

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PORTICO ("Master Declaration") is made by WCI Communities, LLC, a Delaware limited liability company, whose address is 10481 Six Mile Cypress Parkway, Ft. Myers, Florida 33966 ("WCI").

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Portico was recorded on October 30, 2006, in Official Records Instrument 2006000411757, public records of Lee County, Florida ("Original Declaration"); and

WHEREAS, WCI is the owner of 100% of the residential property subject to the terms and provisions of the Original Declaration; and

WHEREAS, WCI desires to amend and restate the Original Declaration in its entirety, in the manner provided hereinafter; and

WHEREAS, WCI, being the Declarant (defined in Article 1 hereof) hereunder, desires to develop a master planned development commonly known as Portico ("Community," as defined hereinafter) within which there may be developed over time single family homes, townhomes, multi-family structures or developments, various other facilities and improvements of a residential nature, and the supporting infrastructure in accordance with the master plan and the respective approved site plans as may exist from time to time; and

WHEREAS, Declarant desires to insure the attractiveness and functionality of the Community and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the Community and to provide for the maintenance of common property and other community facilities; and, to this end, desires to subject the property of the Community to the covenants, conditions, restrictions, provisions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Community and each owner of the portions thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities of the Community and to insure the enjoyment of the specific rights, privileges and easements in the common properties and community facilities, to create an association to exercise the powers of owning, maintaining, leasing and/or administering the common properties, administering and enforcing the covenants and restrictions contained hereinafter, collecting and disbursing the assessments and charges hereinafter created and otherwise fulfilling the tasks and expectations of such association as contemplated herein and Chapters 617 and 720, *Florida Statutes;* and

WHEREAS, Portico Master Property Owners Association, Inc. ("Master Association," as defined hereinafter) has been formed under the laws of the State of Florida, as a not-for-profit corporation, for the purpose of exercising the functions, responsibilities, duties and other actions contemplated herein, and has been conveyed certain real property within the Community prior to the effective date hereof; and

WHEREAS, the Portico Community Development District ("CDD," as defined hereinafter) has been conveyed certain real property within and pertaining to the Community prior to the effective date hereof; and

WHEREAS, Declarant hereby declares that the Property identified in Article 2 hereof shall be held, transferred, sold, conveyed, leased, mortgaged, used occupied and otherwise dealt with subject to the terms of the covenants, conditions, restrictions, provisions, easements, charges and liens hereinafter set forth, all of which are created in the best interest of the owners and residents of the Property, and which will run with the land and shall be binding upon all persons having and/or acquiring any right, title or interest in the Property or any portion thereof, or shall occupy any portion of such Property, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Property, or any portion thereof; and

WHEREAS, the Master Association and the CDD have evidenced their agreement to the terms

and provisions of this Master Declaration through their executed Joinder and Consent instruments attached hereto and made a part hereof;

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

ARTICLE 1: DEFINITIONS

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

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

1.2 "ARC Guidelines" means the guidelines for development and/or renovation of the Lots contained or to be contained in the Community. Wherever in this Master Declaration the approval of the ARC is required, it shall be in accordance with the ARC Guidelines, to the extent the ARC Guidelines contain guiding provisions.

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

1.4 "Amenities" means those Community amenities and facilities as contemplated under Section 2.2 of this Master Declaration. The Amenities are not a part of the Common Property.

1.5 "Amenities Declaration" means the Amenities Declaration for Portico as recorded in Official Records Instrument 2017000109550, public records of the County, as may be amended from time to time.

1.6 "Amenities Owner" means the Owner of the Amenities.

1.7 "Amenities Property" means that certain real property owned in fee by the Amenities Owner and containing the Amenities, as more specifically described in Exhibit A-1 attached hereto and made a part hereof. The initial owner of the Amenities Property shall be WCI, but in the future ownership may be transferred in accordance with Section 9.20 of the Amenities Declaration. The Amenities Property is not subject to the terms and conditions of this Master Declaration except and to the specific extent described hereinafter.

1.8 "Articles" means the Amended and Restated Articles of Incorporation of the Master Association, as may be amended from time to time. A copy of the Articles, as filed with the State of Florida Department of State, is attached hereto as Exhibit C.

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

1.10 "Attached Villa" means a Home located on a Lot which (a) is attached to one or more other Homes, (b) contains in whole or in part at least one Party Wall (as defined in Section 7.14 hereof), and (c) is not a part of a Subdivision or a Neighborhood. An Attached Villa shall in no manner be contained within, or be construed as part of, a Unit or any condominium project developed within the Community. For purposes of assessments levied by the Master Association, an Attached Villa may be referenced as a "Duplex" on the Annual Budget (as defined in Section 16.4 hereof) or as otherwise referenced by the Master Association.

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

1.12 "Benefited Parties" means Declarant, Master Association and Owners, together with each of their respective successors and assigns, and the tenants, guests and invitees of the Owners, but excluding the general public.

1.13 "Board" or "Board of Directors" means the board of directors of the Master Association.

1.14 "Boundary Wall" shall have the meaning set forth in Section 15.1.4 hereof.

1.15 "By-Laws" means the Amended and Restated By-Laws of the Master Association, as may be amended from time to time. A copy of the By-Laws is attached hereto as Exhibit D.

1.16 "CDD" shall mean the Portico Community Development District, a special purpose government unit organized in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended.

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

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

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

1.20 "Community" means the master planned community development project known as Portico. The Community may also include any lands not located within the gated boundaries of a portion of the Property (such as, but not limited to, lands located on adjacent lands or lands lying in close proximity to the gated lands) which are subjected to the scope of this Master Declaration as a part of the Property.

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

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

1.23 "County" means Lee County, Florida.

1.24 "Declarant" means WCI Communities, LLC, a Delaware limited liability company ("WCI"), and its successors, assigns, and designees, including, but not limited to, assigns by operation of law. The term "Declarant" shall not include any Person (including a joint venture involving Declarant) who purchases a Lot, Unit or Parcel; provided, however, a subsequent owner of a portion of the Property may be specifically assigned a portion of the rights held by WCI as Declarant hereunder and such assignee shall be deemed a Declarant but limited to only exercise such rights of Declarant as WCI specifically assigned with respect to the portion of the Property identified in the assignment. If, however, such purchaser is specifically assigned all the rights held by WCI as Declarant hereunder, such assignee shall be deemed Declarant and may exercise all the rights of Declarant hereunder. Any full or partial assignment of Declarant's rights shall be by an express written assignment recorded in the public records of the County, specifically setting forth the description of the rights assigned and the specific property of assignee to which the assigned rights apply. Any partial assignment may be made on a non-exclusive basis and in the event of a dispute between WCI (and its successors or assignee of full Declarant's rights hereunder) and any assignee of a portion of Declarant's rights hereunder, the exercise of rights by WCI as Declarant hereunder (and its successors or assignee of full Declarant's rights) shall be controlling.

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

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

1.27 "Governing Documents" means collectively this Master Declaration, the Articles, the By-Laws, the Rules and Regulations, and any other instrument which governs the operation and/or use of the Property and the duties and obligations of the Master Association.

1.28 "Governmental Entity" means collectively the agencies of the local, state or federal government having jurisdiction over all or a portion of the Property, including, but limited to, the County and the CDD.

1.29 "Home" means either (a) any residential dwelling that has been completed and for which a certificate of occupancy has been issued, and which has been conveyed to a Person other than Declarant, or (b) the improvements contained within a Unit that has been completed and for which a certificate of occupancy has been issued or a certificate of substantial completion has been issued in accordance with Section 718.104(4)(e), Florida Statutes, and which has been conveyed to a Person other than Declarant. A Unit shall constitute a Home, and an Attached Villa shall constitute a Home with respect to that portion of the building contained within the applicable Lot. To the extent the context dictates or requires for proper interpretation, "Home" shall be interpreted to mean a Lot together with the improvements contained thereon.

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

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

1.32 "Master Association" means the Portico Master Property Owners Association, Inc., a Florida not-for-profit corporation organized pursuant to Chapters 617 and 720, *Florida Statutes*, to administer certain common and designated functions for or pertaining to the Community and its surrounding areas pursuant to this Master Declaration.

1.33 "Master Declaration" means this instrument, entitled "Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Portico," as may be amended and supplemented from time to time, together with its exhibits.

1.34 "Member" means a member of the Master Association, as provided in this Master Declaration, the Articles or the By-Laws.

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

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

1.37 "Parcel" means a portion of the Residential Property developed or anticipated to be developed as single family detached homes, zero lot-line detached single family homes, Attached Villas, multi-family structures, duplexes, townhouses or multi-story attached dwellings.

1.38 "Person" means any natural person or artificial entity having legal capacity.

1.39 "Property" means and refers to that certain real property identified in Article 2 hereof.

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

1.41 "Residential Property" means all of the Property excluding any lands conveyed to the Master Association and/or the CDD or which otherwise constitute or shall constitute a portion of the Common Property. For purposes of clarity, the Amenities Property is not a part of the Residential Property.

1.42 "Rules and Regulations" means the rules and regulations adopted by the Board, as same may be amended from time to time.

1.43 "SFWMD" means the South Florida Water Management District.

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

1.45 "Subdivision" means a grouping of Lots or Units contained within a portion of the Property in which Owners may have common interests other than those common to other Owners and for which (a) a Subdivision Declaration has been recorded, and (b) a Subdivision Association has been formed to govern such Owners. A Subdivision may contain more than one type of residential housing and may be comprised of noncontiguous portions of the Property. There may be several different types of Subdivisions in the Community. At the onset of the Community, the Subdivisions that Declarant contemplates to develop within the Community are condominium projects that are developed or are to be developed on various portions of the Property. Subsequent to recording of this Master Declaration, additional types of Subdivisions may be developed without requirement for amendment to this Master Declaration.

1.46 "Subdivision Association" means a corporation, other than the Master Association, which has been or shall be formed pursuant to and in accordance with certain recorded restrictive covenants, deed restrictions or declaration of condominium affecting a portion of the Property, and whose members consist, or will consist, of the Owners of the portion of the Property affected by such recorded restrictive covenants, deed restrictions or declaration of condominium. For purposes of this Master Declaration, any portion of the Property affected by any such recorded restrictive covenants, deed restrictions or declaration of condominium shall be deemed to be operated by and subject to the jurisdiction of such Subdivision Association; provided, however, that such portion of the Property shall simultaneously remain subject to the jurisdiction of the Master Association to the extent applicable pursuant to this Master Declaration.

1.47 "Subdivision Common Areas" means the common areas, common elements or common properties of a Subdivision which are under a Subdivision Association's control.

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

1.49 "Surface Water Drainage and Management System" means the system defined in Section 11.2 hereof.

1.50 "Telecommunications Provider" means any party contracting with the Master Association to provide Owners with one or more Telecommunication Services, if any. Declarant, its affiliates, subsidiaries, joint venturers, associates, and partners may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to multichannel video programming service, one Telecommunications Provider may provide the Master Association such service while another may own, maintain and service the Telecommunications Systems that allow delivery of such multichannel video programming service.

1.51 "Telecommunications Services" means local exchange services provided by a certified local exchange carrier or alternative local exchange company. Without limiting the foregoing, such Telecommunications Services may, but shall not necessarily, include the provision of the following services: toll calls; data transmission services; telephone services; basic and expanded basic cable television service; internet service; multichannel video programming service; and premium and community channels.

1.52 "Telecommunications Systems" means all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Property. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, wireless cell sites, computers, modems, satellite antennae site(s), transmission facilities, amplifiers, junction boxes, trunk distribution, drop cables, related apparatus,

converters, connections, head-end antennae, earth station(s), appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

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

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

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

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

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

2.2 General Plan of Development.

2.2.1 The Community is a mixed-use community including a variety of residential uses, together with certain recreational and other ancillary facilities. As the Community is progressively developed, the Property to which this Master Declaration shall apply shall also progressively increase in land area.

2.2.2 The general plan of development for the Community includes the Amenities, which are proposed at present to include a clubhouse with a variety of use and related areas, certain swimming pool facilities, and various outdoor activity areas. Declarant shall have the right and authority, in its sole discretion, to determine the features and facilities to be contained in the Amenities, and Declarant shall have no obligation to construct any or all of the features and facilities referred to above as being proposed.

2.2.3 The Amenities are not a portion of the Property, and shall not be subject to the terms of this Master Declaration, except as otherwise specifically provided herein.

2.2.4 The Amenities facilities shall be owned by the Amenities Owner or some other entity, and every Owner shall be permitted to utilize the Amenities facilities and shall be obligated to pay for such usage (regardless of whether or not actually used) pursuant to the Amenities Declaration. It should be noted that the Amenities Owner has the right, in its sole discretion, to permit individuals other than Owners to utilize the Amenities, as provided further in the Amenities Declaration. Membership in the Master Association does not, by itself, include any rights of use of the Amenities; provided, however, that every Owner shall have the rights and obligations with respect to the Amenities as set forth in the Amenities Declaration.

2.2.5 The use of the Amenities may result in an increase in the number of persons using the roads and the parking facilities of the Community.

2.2.6 In addition to the easements contained herein, Declarant hereby reserves unto itself and the Amenities Owner and their respective successors and assigns and also the right to unilaterally grant over, across and through the Property any non-exclusive easements which may be required for the use, operation and enjoyment of the Amenities.

2.2.7 The Amenities Owner shall have the right to provide from time to time rules and regulations governing the use and operation of the Amenities. As a means of simplifying payment of "Amenities Fees and Charges" (as defined in the Amenities Declaration) by Owners, the Master Association shall be permitted to collect monies due and owing to the Amenities Owner under the Amenities Declaration, provided that a contractual arrangement is entered into between the Amenities Owner and the Master Association, which specifies the terms and provisions for such collection (and such agreement shall specifically provide that the Master Association shall have no obligation to enforce collection of such monies and is only collecting Amenities Fees and Charges as a matter of convenience).

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

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

ARTICLE 3: IRRIGATION SYSTEMS; LANDSCAPING

3.1 Irrigation Systems. The irrigation systems for the Community are described in Section 9.2.12 hereof.

3.2 Landscaping.

3.2.1 Maintenance Obligations.

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

3.2.1.2 The Master Association shall undertake limited maintenance of grass areas contained within Lots and Parcels, such maintenance consisting solely of mowing and edging of grass areas and blowing of adjacent pavement areas.

3.2.1.3 The Owner of a Lot or Parcel shall be responsible for maintaining, repairing and replacing all landscaping and trees contained within and upon such Lot or Parcel, including, but not limited to, trimming, fertilization, pest and disease control, watering and/or irrigation, and mulching of planting beds.

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

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

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

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

3.2.3 Landscape Replacement by Owners and Subdivision Associations. An Owner or a Subdivision Association, as the case may be, shall be solely responsible for replacing, at the Owner's sole cost and expense, any and all landscaping contained on a Lot, Parcel, or Subdivision Common Areas (including, but not limited to, shrubs, trees, palms, and sod) if such landscaping either dies or requires replacement.

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

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

3.2.4.2 For purposes of clarity, whether on a Lot, Parcel or in a right-of-way, trees or palms bordering the pavement edge of the roadways (street trees) as installed by Declarant throughout the Property will be maintained by the Owner, including trimming and fertilization.

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

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

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

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

3.2.7 Conservation Areas, Wetlands and Upland Buffers.

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

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

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

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

3.2.7.5 The CDD and the Master Association (to the extent of their applicable responsibilities) shall take all action necessary to enforce the conditions of any conservation easement on the Property and any SFWMD Permit.

3.3 Limitations on Amendment. The provisions of this Article 3 shall not be amended except by (a) Declarant solely pursuant to Declarant's amendment rights outlined in Article 22 hereof; or (b) the affirmative vote of 67% of the total eligible voting interests in the Master Association and Declarant for so long as Declarant owns any portion of the Property. At such time as Declarant no longer owns any portion of the Property, this Section 3.3 is amendable pursuant to the general amendment provisions of this Master Declaration.

ARTICLE 4: COMMON PROPERTY

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

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

4.3 Conveyance by any Person. Any Person other than Declarant may convey title to any portion of the Property, or any easement or interest therein, to the Master Association as Common Property, but the Master Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the Master Association, unless the Board expressly accepts the conveyance by having an officer of the Master Association acknowledge such acceptance on the deed or other instrument of conveyance or by recording a later written acceptance of such conveyance in the public records of the County.

4.4 Use and Benefit. All Common Property owned or leased by Master Association shall be held by the Master Association for the use and benefit of the Master Association, the Benefited Parties, and any other Persons authorized to use the Common Property or any portion thereof by Declarant or the Master Association. All Common Property shall be used for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to (a) the terms of this Master Declaration, (b) the terms of any easement, restriction, reservation or limitation of record affecting the Common Property or contained in the deed or instrument conveying the Common Property to the Master Association, and (c) any rules and regulations adopted by the Master Association. The Master Association may restrict use of any portion of the Common Property when the nature of such property is not intended for the use of some of the Benefited Parties or may restrict the type of use or times of use in any way deemed appropriate by the Board. An easement and right for such use of the Common Property is hereby created in favor of all Benefited Parties, appurtenant to the title to their portion of the Property, subject to any rules and regulations promulgated by the Master Association. In addition, (x) Declarant shall have the right, in its sole discretion, to permit access to and use of the Common Property to and by individuals other than as so described herein for so long as Declarant owns any portion of the Property, and (y) Declarant retains and reserves the right to grant easements and rights of way in, to, under and over the Common Property so long as Declarant is a member of the Master Association for such purposes as Declarant shall reasonably deem necessary or helpful in connection with the development, sale or operation of the Community.

4.5 Additions, Alterations or Improvements.

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

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

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

4.6 Dedications. Declarant hereby reserves the right to dedicate, grant or convey any portion of the Property owned by it, or any interest or easement therein, to any Governmental Entity or private or public utility company. Declarant also shall have the right to direct the Master Association to likewise

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

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

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

4.7.2 The right of the Master Association to suspend the enjoyment rights of an Owner, if and up to the maximum extent permitted by law, for any period during which any Assessment remains unpaid, or for any infraction of the Rules and Regulations or this Master Declaration.

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

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

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

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

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

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

4.11 Mortgage and Sale of Common Property. Unless in connection with a specific provision of this Master Declaration, the Master Association shall not abandon, partition, subdivide, encumber, mortgage, sell or transfer any Common Property owned by the Master Association without the approval of at least 67% of the total Class A voting interests eligible to vote and all of the Class B votes. If ingress or

egress to any portion of the Property is through any Common Property, any conveyance or encumbrance of such Common Property shall be subject to an appurtenant easement for ingress and egress in favor of the Owner(s) of such portion of the Property, unless alternative ingress and egress is provided to the Owner(s).

ARTICLE 5: NON-RESIDENTIAL ACTIVITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2.13 utilize the Common Property and/or the Amenities (as and to the extent applicable) for:

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

5.2.13.2 commercial enterprises which are deemed necessary and desirable by Declarant in its sole discretion. Such commercial enterprises may, but shall not necessarily, include, the operation of (a) gift and/or pro shop, (b) health and wellness facilities, (c) restaurants and bars, and (d) maintenance facilities, all as may be needed or desired by Declarant from time to time; and

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

5.3 Specific Exemptions for the Amenities Owner. The Amenities Owner shall be entitled to conduct commercial enterprises on and within the area of the Amenities Property in conjunction with or are related to the operation of the Amenities, which enterprises are deemed and necessary and desirable by the Amenities Owner in its sole discretion. Such commercial enterprises may, but shall not necessarily, include, the operation of (a) gift and pro shops, (b) health and wellness facilities, (c) restaurants and bars, and (d) maintenance facilities, all as may be needed or desired by the Amenities Owner from time to time.

ARTICLE 6: USE AND ARCHITECTURAL RESTRICTIONS

6.1 General Applicability of this Article to the Residential Property. All use and development of the Residential Property shall conform to the provisions of this Master Declaration and any other restrictive covenants recorded against all or a portion of the Property, as may be amended from time to time. The Residential Property shall be used only for residential and related purposes. Additional covenants imposed on that portion of the Property within any Subdivision Association by a Subdivision Declaration may impose stricter standards than those contained in this Article. The Master Association, acting through its Board of Directors, shall have standing and the power to enforce standards imposed by the Master Declaration, Subdivision Declarations, and each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and consents, and shall be deemed to have acknowledged and consented, to the Master Association's powers under this Master Declaration, including specifically this Article 6.

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

6.3 Limited Application to the Amenities Property. The Amenities Property shall not be subject to the provisions of this Article, except as such provisions may pertain to the ARC's review and approval of improvements on the Amenities Property from time to time.

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

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

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

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

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

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

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

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

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

6.6.2.5 Impede Declarant from proceeding with or completing the development of the Community,

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

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

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

6.6.3.2 Commence an action to recover damages; and/or

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

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, shall be assessed against the Owner as a Specific Assessment, and shall be immediately due and payable without further notice.

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

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

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

6.6.7 Suspensions and Fines.

6.6.7.1 In the event an Owner is more than 90 days delinquent in the payment of a monetary obligation due to the Master Association, the Board shall have the power, but not the duty, to suspend (i) the right of an Owner, such Owner's tenant, guest, or invitee, and a Resident to use Common Property or facilities, and (ii) the voting rights pertaining to a Lot, Unit or Parcel (the vote pertaining to such suspended Lot, Unit or Parcel shall not be counted towards the total number of voting interests as specified in the Act). The notice and hearing requirements applicable to suspension of rights in Section 6.6.7.2 hereof are not applicable to this Section 6.6.7.1. Any imposed suspension pursuant to this Section 6.6.7.1will end upon full payment of all obligations currently due or overdue to the Master Association.

6.6.7.2 Separate and apart from, but not in a manner inconsistent with, Section 6.6.7.1 hereof, the Master Association shall have the power to suspend, for a reasonable period of time, the rights of an Owner and/or such Owner's tenants, guests or invitees and/or the Authorized Users of a Lot, Unit or Parcel to use the Common Property, and to levy reasonable fines against same not to exceed the greater of $100.00 per violation or the maximum amount allowed under the Act for activities which violate the provisions of the Governing Documents. No fine or suspension (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 6.6.7.1 hereof) may be imposed except upon 14 days prior written notice to the person sought to be suspended or fined, and such person having an opportunity for a hearing before a committee of at least 3 Owners of the Master Association selected solely by the Board. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, and fines of a continuing nature may be charged up to a maximum of $10,000. A fine of more than $1,000 may become a lien against the Lot, Unit or Parcel. Such committee shall be appointed by the Board and shall not be composed of any officers, directors or employees of the Master Association, nor any spouse, parent, child, brother or sister of any officer, director or employee. No fine or suspension (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 6.6.7.1 hereof) may be imposed except upon majority approval of the Owners of such committee. Suspension of rights to use the Common Property shall not include any right to restrict vehicles and pedestrians ingress and egress to and from the applicable Lot, Unit or Parcel. The voting rights of an Owner may not be suspended by the Master Association (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 6.6.7.1 hereof).

6.7 Parking and Vehicular Restrictions.

6.7.1 Location of Parking.

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

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

6.7.1.3 Owners' vehicles shall be parked (a) in the garage or driveway of or pertaining to a Lot, Unit (if the Unit contains a garage or has an appurtenant driveway), or Parcel, or (b) if a condominium development, in the parking areas contained within the condominium property as determined by the Subdivision Declaration for such property. In no manner shall an Owner's vehicles block or impede, in whole or in part, a sidewalk.

6.7.1.4 No parking shall be permitted on any street or alleyways contained within the Community, save and except for street parking in designated areas specifically contemplated for vehicular parking.

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

6.7.2 Number of Vehicles. No more than 2 vehicles of any type may be parked in a driveway of a Lot overnight without the written consent of the Master Association.

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

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

6.7.5 Commercial Vehicles.

6.7.5.1 No "commercial vehicle" (i) shall be permitted to be parked in the Community for a period of more than 4 hours per day unless such commercial vehicle is temporarily present and necessary in the actual construction, maintenance or repair of a Home, Lot, Unit or Parcel or other improvements in the Community, or (ii) shall be permitted to be parked overnight or stored in the Community unless fully enclosed within a garage. Any local, state or federal government vehicle which is clearly so identified that is assigned to an Owner shall be exempt from this Section 6.7.5.1.

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

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

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

6.7.7 Gas or Electric Golf Carts. No private golf carts (gas or electric) or any other cart-like vehicle (collectively, "Carts") shall be permitted in the Community, save and except for Carts (a) which are used by Declarant in the course of its sale and development of the Community (in which case such Carts shall be permitted upon the roadways and Common Properties of the Community), or

(b) which are used by the Master Association or the CDD in the fulfillment of its duties in and for all or part of the Community (in which case such Carts shall be permitted upon the roadways and Common Properties of the Community). Each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that private Carts are not permitted on or within a Lot, Unit or Parcel and that Carts shall only be permitted in the limited fashion prescribed by this Section 6.7.7. No amendment or modification to this Section 6.7.7 shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.7.8 Exemptions. In addition to any other exemptions from the provisions of this Section 6.7 stated otherwise, this Section does not apply to vehicles utilized for sales, construction or maintenance operations of or by Declarant or the Master Association.

6.7.9 Amendments to this Section. No amendment or modification to this Section 6.7 shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property. The Master Association may, but shall not be obligated to, promulgate rules and regulations and clarify the provisions and objectives of this Section 6.7.

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

6.8 Driveways. All driveways in the Community shall be paved and/or constructed of pavers and of stable and permanent construction. Unless prior written approval of the ARC is obtained, the driveway base shall be concrete or brick pavers. No driveway surface shall be painted, repainted, or otherwise artificially colored or recolored without the prior written approval of the ARC.

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

6.10 Animals and Pets.

6.10.1 Number of Pets. No more than a total of 3 commonly accepted household pets (such as dogs and cats) may be kept within or upon a Lot, Unit or Parcel, except that pets that are of a known vicious breed such as "Pit Bulls," "Bull Terriers," "Chows," "Rottweilers" or other like breeds are not permitted. Notwithstanding the preceding sentence, with regard to a Subdivision, the terms of the Subdivision Declaration shall set forth any restrictions on pets for that particular portion of the Community, but in no event shall any such Subdivision Declaration be more permissive than the provisions of this Section 6.10.1. The lack of any restrictions on or provisions governing the existence of animals and pets in a Subdivision Declaration as originally recorded shall mean that the Lots, Units or Parcels contained within such Subdivision are subject to the provisions of this Section 6.10.

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

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

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

6.10.5 Limitations on Amendment. No amendment to this Section 6.10 shall be permitted except upon the prior written consent of Declarant for so long as Declarant owns any lands contained within the Community.

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

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

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

6.12 Trash; Garbage Containers; Recycling Containers.

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

6.12.2 Trash, garbage or other waste shall be maintained in sanitary containers with lockable tops, and all trash containers shall be kept in a clean and sanitary condition. If provided by a service provider, containers to hold recycling and garbage shall be utilized by each Owner. If recycling and garbage containers are not provided by a service provider, the Master Association shall issue specifications for acceptable containers.

6.12.3 With regard to all Homes, all trash containers shall be stored in the garage of or pertaining to a Home, and all trash containers shall be taken to curbside in front of the Home on the morning of collection and returned to their area of storage by the end of the day on which trash was collected.

6.12.4 An Owner shall be permitted to store such sanitary containers, as well as recycling containers, in an area located on the exterior of the Home, provided that such area shall be closed with screening or landscaping in a manner specified by the ARC (and in any event no Owner shall undertake such storage on the exterior of a Home without the prior written consent of the ARC).

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

Notwithstanding any provision to the contrary, only antennae, aerials and satellite dishes which are designed to receive signals shall be permitted (i.e., no antennae and satellite dishes which broadcast

a signal shall be permitted) on a Lot, Unit or Parcel. The preceding sentence shall be deemed inapplicable to the Master Association, which, in its discretion and from time to time, shall have the power, right and ability to erect or install any satellite dish, aerial or antenna or any wireless networking devices and facilities for purposes of disseminating information to the Owners or for access control and monitoring purposes.

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

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

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

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

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

6.18 Wells and Drainage. No private water system or well shall be constructed or permitted on any portion of the Residential Property, either for personal use or for irrigation. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant or the Master Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself and grants to the Master Association a perpetual easement across the Property for the purpose of altering drainage and water flow, provided the same shall not unreasonably interfere with an Owner's use of a Parcel. Notwithstanding the foregoing, Declarant shall be permitted to install and maintain wells on the Property as they determine from time to time (in which

event such wells shall be deemed to be permitted once the property upon which the well is located is conveyed to a third party).

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

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

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

6.22 Sight Distance at Intersections. All portions of the Property located at street intersections shall be landscaped in a manner so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem, as the same is determined by the Board of Directors; provided, however, that the foregoing restriction shall in no manner be deemed applicable to walls which serve to border or exist along or directly adjacent to one or more Lots, Parcels or Subdivision Common Areas.

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

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

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

6.26 Signs.

6.26.1 In General. No sign, billboard or advertisement of any kind, including, without limitation, those of realtors, contractors, subcontractors and for sale or for lease signs, shall be erected within the Property without the written consent of the ARC and in accordance with the Community Wide Standard, except as may be required by legal proceedings or applicable law, and except signs, regardless of size, used by Declarant, its successor and assigns, and replacement of such signs. If permission is granted to any Owner to erect a sign within the Property, the ARC reserves the right to restrict the size, color, lettering, height, material and location of the sign. Under no circumstances shall signs, banners or similar items advertising or providing directional information with respect to activities

being conducted outside the Property be permitted within the Property. The ARC may promulgate rules and regulations for signs which do not require prior ARC approval to be placed on a Lot, Unit or Parcel or any Subdivision Common Areas. No sign shall be nailed or otherwise attached to trees, shrubs or other landscapes.

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

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

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

6.26.2.3 "Open house" signs shall only be permitted to be placed on a Lot, Unit or Parcel, or any Subdivision Common Areas, and open houses shall only be permitted within the Community, within normal and ordinary daylight hours. The size and number of "open house" signs shall be determined by the ARC from the time to time, and the ARC shall be permitted to impose differing requirements for various Lots, Units, Parcels and Subdivision Common Areas as the ARC may determine in its sole and absolute discretion. No "open house" signs shall be permitted to be placed on the Common Property.

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

6.26.2.5 Notwithstanding the foregoing provisions of this Section 6.26.2, Declarant (a) shall be entitled to utilize signs on or pertaining to a Lot, Unit or Parcel indicating the name of a particular model type or the name of the future owner of a Home on a Lot, Unit or Parcel being constructed or to be constructed, and (b) shall be exempt from the provisions of this Section 6.26.2.

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

6.26.4 Declarant Exemption; Amendment to Provisions Concerning Signs. Declarant is specifically exempt from the provisions of this Section 6.26, and as such shall be entitled to erect such signs as it deems necessary or desirable in Declarant's sole discretion from time to time. No amendment or modification to this overall Section 6.26 pertaining to signs shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.26.5 Amenities Owner Exemption; Amendment to Provisions Concerning Signs. The Amenities Owner is specifically exempt from the provisions of this Section 6.26, and as such shall be entitled to erect such signs as it deems necessary or desirable on the Amenities Property in the Amenities Owner's sole discretion from time to time. No amendment or modification to this overall Section pertaining to signs on the Amenities Property shall be effective without the prior written consent of the Amenities Owner.

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

6.26.6.1 Any Owner may erect a freestanding flagpole no more than 20 feet high on any portion of such Owner's Lot or Parcel, regardless of any covenants, restrictions, bylaws, rules, or requirements of the Association, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement.

6.26.6.2 Any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial

Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

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

6.26.6.4 Any artificial lighting of a flag under this Section 6.26.6 shall require the prior written approval of the ARC prior to installation.

6.27 Pools; Screens and Screened Enclosures.

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

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

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

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

6.27.2 Spa. An Owner may to apply to the ARC for approval for installation of a spa in accordance with all applicable Governmental Entity regulations, including setback requirements.

6.27.3 Screened Enclosures for Pools and Patio Areas.

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

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

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

6.27.4 Screening of Lanais. No lanai may be enclosed by screening except for those located on the first floor of a Home or Unit; provided, however, that any screened enclosure which encompasses a pool and deck area may serve to permissibly enclose lanai and balcony areas located above the first floor of a Home or Unit.

6.27.5 Screens on Windows and Doors; Prohibition Against Screened Enclosures For Front Entrance Areas.

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

6.27.5.2 The front entrance door to a Home shall be permitted to have a screen door affixed to the front door casing and assembly. Any such screen door shall be bronze in color, and no mill finish aluminum is permitted, it being the intent of Declarant to ensure a uniform and consistent exterior appearance within the Community.

6.27.5.3 Any such screen door must be approved in writing by the ARC prior to installation.

6.27.5.4 In no manner shall an Owner or Authorized User be permitted to construct any type of screened enclosure on the front patio or entrance area to a Home, it being the intent of Declarant to ensure a uniform and consistent exterior appearance within the Community.

6.27.6 Limitations on Amendment. Except as otherwise provided herein, the provisions of this Section 6.27 shall not be amended without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.28 Air Conditioning Units. No window air conditioning units may be installed on any Lot, Unit or Parcel except in connection with a temporary structure operated by Declarant or the Master Association. All air conditioning units shall be screened from view of the street and adjacent Lots, Units and Parcels.

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

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

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

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

6.33 Fences and Walls.

6.33.1 No perimeter (boundary) Lot fencing, or fencing around the boundary of a Parcel, shall be permitted, it being Declarant's intention to ensure harmony of appearance in the Community and to facilitate the Master Association's obligation to perform its limited maintenance obligations pertaining to the Lots and Parcels.

6.33.2 Any other fences and walls are only permitted in accordance with the ARC Guidelines, and no fence of any type or nature shall be constructed without the prior written approval of the ARC; provided, however, that any other fence or wall constructed by Declarant in conjunction with the development and construction of improvements on a Lot, Unit or Parcel shall be exempt from any requirement for obtaining ARC approval.

6.33.3 The ARC may, but shall not be required to, impose landscaping requirements in conjunction with approval of a wall or fence application in accordance with the ARC Guidelines for Supplemental Landscaping.

6.33.4 Declarant, in the course of creating the ARC Guidelines, shall be entitled to place restrictions on the installation of walls and fences on certain Lots based upon the Lot size and dimension.

6.33.5 The provisions of this Section 6.33 shall specifically not be amended without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.33.6 Invisible fences are permitted only in the rear and/or side yards. Invisible fences are permitted in a front yard only with the prior written approval of the ARC.

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

6.35 Maintenance Easement. Every Lot, Unit and Parcel is burdened with an easement permitting the Master Association to utilize portions of the Residential Property abutting the Common Property to maintain portions of the Common Property, provided such easement shall be exercised in a manner which does not interfere with use or enjoyment of the Lot, Unit or Parcel for its primary purpose and that such use by the Master Association will not damage improvements on the Lot, Unit or Parcel.

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

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

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

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

6.39 Use of Common Property. There shall be no alteration, addition or improvement of any Common Property, except as provided in this Master Declaration, nor shall any Person use the Common

Property, or any part thereof, in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Master Association or approved and authorized in writing by the Master Association.

6.40 Mailboxes.

6.40.1 Mailboxes shall be constructed and located by Declarant in its sole discretion and in accordance with U.S. Postal Service requirements. In the event that a mailbox is not installed by Declarant, prior to occupying a Lot, the Owner thereof shall install or have installed a mailbox of such type, design and decoration, and in such location on the Lot as shall hereafter be designated by Declarant and/or approved by the ARC. No other mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines and/or similar material(s) shall be placed, located, constructed and/or installed on any Lot. No mailbox may be altered, changed, modified, repaired and/or replaced without the prior written approval of the ARC. Replacement and maintenance of mailboxes shall be the obligation of the Owner.

6.40.2 Notwithstanding the provisions of Section 6.40.1 to the contrary, in the event that the U.S. Postal Service makes the determination and decision that it will not provide mail delivery or service to individual mailboxes serving individual Lots, Units or Parcels, cluster mailbox structures ("Mail Structures") shall be erected within the Property for purposes of permitting mail delivery and service for the Lots, Units and Parcels. The Owner of a Lot, Unit or Parcel shall be entitled to the sole and exclusive use of the individual mailbox contained in a Mail Structure which pertains to that Owner's Lot, Unit or Parcel. As and to the extent necessary, a perpetual, non-exclusive easement is hereby granted to the Owners over, across and through the Common Areas and any portion of a Lot or Parcel or a Subdivision's Common Areas containing a Mail Structure (if any) so as to permit necessary access; provided, however, that the scope of the foregoing easement shall be specifically limited to pertain only to the smallest amount of any Lot, Parcel or Subdivision Common Areas if and to the extent necessary to obtain access to the Mail Structure.

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

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

6.41.1 notifying the Master Association of such absence and the anticipated date of return;

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

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

The Master Association hereby disclaims any responsibility with regard to each Lot, Unit or Parcel, and each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the Master Association has no duty with regard to any Lot, Unit or Parcel under this Section 6.41.

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

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

6.44 Sound Transmission. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that sound and impact noise transmission is very difficult to control, and that noises from adjoining or nearby Lot, Unit or Parcel, or from the Common Property and/or mechanical equipment, adjacent businesses, or adjacent roadways or streets, can be heard from within another Home. Declarant does not make any representation or warranty as to the level of sound or impact noise transmission between and among Lots, Units and Parcels and any other portion of the Property, and each Owner hereby waives and expressly releases, to the extent not prohibited by applicable law as to the date of this Master Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

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

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

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

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

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

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

6.48 Prohibition Against Auctions. No Lot, Unit or Parcel, or any personal property contained within or pertaining to a Lot, Unit or Parcel, shall be permitted to be sold by means of a public or private auction held within or upon a Lot, Unit or Parcel or upon any portion of the Community; provided, however, that (a) the sale of a Lot, Unit or Parcel, or any personal property contained within or pertaining to a Lot, Unit or Parcel, pursuant to court order (such as, but not necessarily limited to, an order of forced sale as a result of foreclosure, bankruptcy or seizure) shall be exempt from the prohibitions of this Section 6.48, and (b) Declarant shall be exempt from the provisions of this Section 6.48.

6.49 Rules and Regulations. The Board of Directors may from time to time adopt, or amend previously adopted, rules and regulations governing (i) the interpretation and more detailed implementation of the restrictions set forth in this Master Declaration, including those which would guide the Committee in the uniform enforcement of the foregoing general restrictions, and (ii) the details of the operation, use, maintenance, management and control of the Common Properties; provided, however, that copies of such rules and regulations shall be furnished to each Owner prior to the time same becoming effective and provided that said rules and regulations are a reasonable exercise of the Master

Association's power and authority based upon the overall concepts and provisions of this Master Declaration.

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

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

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

ARTICLE 7: EASEMENTS

7.1 Utility Easement. Declarant has identified, or will identify, pursuant to the Plats or other instruments, areas for use by all utilities (including, without limitation, electric, telephone, water, sewer, lighting, drainage and Surface Water Drainage and Management System, irrigation distribution system, communication system, and cable and interactive cable television and entry system) for the construction and maintenance of their respective facilities servicing the Property. Declarant hereby reserves unto itself and grants to the Master Association the right by each in accordance herewith to grant to such utilities, jointly and severally, easements (blanket or specific) over any portions of the Property which may be necessary or desirable for such purpose. Any such easement shall be created in such a manner so as not to unreasonably interfere with the beneficial use or occupancy of any Lot, Unit or Parcel. If specific easements will be granted, the location and extent of such easements will be shown on the plats to be recorded of the Property or in such other instruments defining same to be executed by Declarant for so long as Declarant owns any portion of the Property, and thereafter by the Master Association. In addition to the above, Declarant hereby reserves unto itself and grants to the Master Association, with the right by each to make further grants, an access and use easement over, under, across and through the Property as may be required for the construction, maintenance and operation of any communication, cable television (including interactive), drainage and surface water management, irrigation distribution system and entry system; provided, however, any such easement shall not unreasonably interfere with the beneficial use or occupancy of any Lot, Unit or Parcel. Declarant and the Master Association, and their respective agents, employees, designees, successors and assigns, shall have full rights of ingress and egress over any portion of the Property for all activities appropriately associated with the purposes of said

easements, but all damage to such portions of the Property caused thereby shall be repaired at the cost of the party causing the damage. Nothing in this Article shall obligate Declarant to construct or maintain any specific form of utility.

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

7.3 Easement for Encroachments.

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

7.3.2 The Master Association and/or the CDD (as the case may be) is or shall be the holder of certain drainage easements pertaining to stormwater management on some, but not all, of the Lots, Units and Parcels, such easements having been created or will be created pursuant to one or more subdivision plats pertaining to the Community ("Side Yard Drainage Easement Areas"). Air conditioning equipment and underlying pads ("A/C System") and/or pool pumps, heaters pads and equipment (collectively, "Pool System") for Lots, Units or Parcels may be placed and located within the Side Yard Drainage Easement Areas, provided that (a) no such installations shall be permitted without the prior written consent of the ARC, and (b) such A/C System and/or Pool System does not impair the use of the Side Yard Drainage Easement Areas for drainage purposes. Accordingly, the Master Association and the CDD hereby consent to and approve the encroachment of the A/C System and/or Pool System into the Side Yard Drainage Easement Areas and hereby grant a perpetual, non-exclusive easement in such regard. The Master Association and/or the CDD (as the case may be) shall be responsible for all repairs or replacements in the event that a drainage line, pipe or facility must be relocated by the Master Association and/or the CDD (as the case may be). The applicable Owner shall be solely responsible for

all costs and expenses associated with repairs or replacements to a drainage line, pipe or facility that results from an Owner's activities within a Side Yard Drainage Easement Area, whether or not associated with an A/C System and/or a Pool System. This Section 7.3.2 shall not be amended except upon the vote of not less than 75% of the total eligible voting interests in the Master Association, and in any event no such amendment shall impair the rights of the CDD without the CDD's prior written consent to such amendment. Notwithstanding any provision herein to the contrary, any A/C System and/or Pool System installations undertaken by Declarant within a Side Yard Drainage Easement Area shall not require ARC approval.

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

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

7.5 Ingress and Egress.

7.5.1 Easements in favor of Owners. Each Owner of a portion of the Property and each other Benefited Party of a Lot, Unit or Parcel is hereby granted and shall have a perpetual, unrestricted, non-exclusive easement over, across and through the Common Property for the purpose of (i) pedestrian ingress and egress over the sidewalks, walkways and unpaved areas of the Property intended for such purpose, and (ii) vehicular ingress and egress over the paved areas of the Property to and from such Owner's Lot, Unit or Parcel, subject only to the right of the Master Association to impose reasonable and non-discriminatory Rules and Regulations governing the manner in which such easement is exercised, which easement shall be appurtenant to and pass with ownership to each Lot, Unit and

Parcel. Notwithstanding the provisions of the preceding sentence, there shall be no right to use portions of the Common Property specifically designated for protection of endangered species or specific wildlife or for wetland or conservation purposes without the express prior written approval of the Master Association. Declarant hereby reserves a perpetual, unrestricted, non-exclusive easement over, across and through all roadways of the Property for itself and the Master Association to permit access to, from, across and through the Property.

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

7.5.3 Easements in favor of the Amenities Property. The Amenities Owner, for itself and their guests, members, employees, licensees, contractors and the like, are hereby reserved a perpetual, non-exclusive easement over, across and through any and all roadways contained in the Common Property or otherwise contained in the Community for purposes of permitting legal pedestrian and vehicular ingress and egress to and from the Amenities Property.

7.5.4 Easement in favor of the CDD. The CDD, for itself and its employees, licensees, contractors and the like, is hereby granted a perpetual, non-exclusive easement over, across and through the Residential Property to enable the CDD to maintain the CDD Property or other property for which it is responsible.

7.5.5 Easements Reserved to Declarant. Declarant hereby reserves for itself and its successors, assigns and designees a perpetual, non-exclusive easement over, across and through all roadway portions of the Common Property to permit legal ingress to and from public roadways to the various portions of the Community and to permit usage of the Common Property in the manner contemplated hereunder. This easement shall continue even after Declarant no longer owns any portion of the Residential Property. The provisions of this Section 7.5.4 shall not be amended for a period of 30 years from the date of recordation of this Master Declaration without the express prior written consent of Declarant (and its specific successors and assigns in its role as developer of the Community).

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

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

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

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

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

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

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

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

7.14 Party Wall Easements. All dividing walls which straddle the boundary line of the Lots which separate, in whole or in part, Attached Villas and which stand partly upon one Attached Villa and partly upon another, and all walls which serve 2 or more Attached Villas or the permitted improvements located within said Attached Villas, shall at all times be considered "Party Walls," and each of the Owners of Attached Villas within which such Party Walls shall stand, serve or benefit shall have the right to use said Party Wall below and above the surface of the ground and along the whole length or any part of the length thereof for support of the permitted improvements located within said Attached Villas, and for the support of any building, constructed to replace the same, and shall have the right to maintain in or on said Party Wall, any pipes, ducts or conduits originally located therein or thereon subject to the restrictions hereinafter contained:

7.14.1 No Owner of any Attached Villa nor any successor in interest to any such Owner shall have the right to extend or reduce said Party Wall in any manner, either in length, height or thickness.

7.14.2 In the event of damage to or destruction by fire or other casualty of any Party Wall, including the foundation thereof, the Owner of any Attached Villa upon which said Party Wall may rest shall have the obligation to repair or build such Party Wall, and the Owner of each Attached Villa upon which such wall shall rest, be served or benefited by shall pay his fractional portion of the cost of such repair or rebuilding. All such repairs or rebuilding shall be done within a reasonable time, and in such workmanlike manner with materials comparable to those used in the original Party Wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the

time of such repair or reconstruction. Whenever any such Party Wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original Party Wall.

7.14.3 The foregoing provisions of this Section 17.4 notwithstanding, the Owner of any Attached Villa, or other interested party, shall retain the right to receive a larger contribution from another or others under any rule or law regarding liability for negligent or willful acts or omissions. The right of the Owner of an Attached Villa, or other interested party, to contribution from any other Owner of an Attached Villa under this Section 17.4 shall be appurtenant to the land and shall pass to such Owner's or other person's successors in title.

7.14.4 The title held by each Owner of an Attached Villa to the portion of each Party Wall within such Attached Villa is subject to a cross easement in favor of the Owner of an adjoining Attached Villa for joint use of said Party Wall.

7.15 Emergency Ingress/Egress. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that:

7.15.1 there exists within the Property an access point which provides emergency ingress and egress between the Property and the neighboring community known as Cascades at River Hall;

7.15.2 such access point and requirement for emergency vehicular ingress and egress between the Property and the Cascades at River Hall community exists pursuant to Lee County Resolution Number Z-04-080, dated March 21, 2005, as same is on file with the County land development department;

7.15.3 such access point and its components are governed by that certain Construction and Cost Sharing Agreement dated effective as of March 6, 2007, by and between Taylor Woodrow Communities At Portico, L.L.C. and Cascades at River Hall Residents' Association, Inc., as same is on file with the County land development department; and

7.15.4 such access point is not and shall not be utilized for daily and ordinary use, and shall only be only for emergency purposes.

ARTICLE 8: ARCHITECTURAL CONTROL

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

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

8.3 Composition of the ARC. Until such time as Declarant no longer owns any portion of the Property, Declarant shall be solely responsible for appointing the members of the ARC (it being

Declarant's intention to ensure harmonious and consistent use of the various portions of the Property by the Owners), and the number of members shall be permitted to change from time to time in the sole discretion of Declarant. Subsequent to the time that Declarant no longer owns any portion of the Property, (a) the Board shall appoint the chairman and the members of the ARC, (b) the ARC shall consist of not less than 3 members, (c) the Board may remove ARC member(s) if determined beneficial, and (d) where a vacancy or vacancies on the ARC occurs, a successor or successors shall be appointed by the Board. Notwithstanding the foregoing to the contrary, if Declarant decides to relinquish its right to appoint the members of the ARC prior to such time that Declarant no longer owns any portion of the Property, Declarant shall record a notice in the public records of the County to such effect and the Board thereafter shall be solely responsible for appointing the members of the ARC.

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

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

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

8.7 Approval of Plans and Specifications. Upon written approval of the Plans and Specifications, construction may be commenced and shall be prosecuted to completion promptly and in strict conformity with such Plans and Specifications. The Board of Directors shall be entitled to stop any construction in violation of these restrictions, and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Owner's expense. All costs and expenses of the Master Association (including attorney's and paraprofessional's fees) related to the enforcement of these covenants shall be paid by the Owner in violation thereof. All structures must be built to comply substantially with the Plans and Specifications as approved. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that approval of the ARC in no manner eliminates any obligation to obtain Governmental Entity approval for the contemplated activity, or that upon proper application to such Governmental Entity the contemplated activity will be permitted. Any approval of a proposed activity by the ARC shall immediately and automatically become null and void upon a written rejection of an application to a Governmental Entity for authorization to undertake the proposed activity (e.g., denial of a building permit).

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

8.9 Appeal by Aggrieved Owner.

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

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

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

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

8.12 Compliance. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC may be excluded from doing further work within the Property by the Master Association without liability to any Person. Prior to exclusion of any contractor or subcontractor for violations of guidelines and procedures promulgated by the ARC, the contractor or subcontractor shall have the right to the notice and hearing procedures contained in the Governing Documents.

8.13 Right to Inspect. Subject to reasonable advance notice for occupied Homes, there is specifically reserved unto the ARC the right of entry and inspection upon any Parcel for the purpose of determination by the ARC whether there exists any construction or any improvements which violate the terms of any approval by the ARC or the terms of this Master Declaration or of any other covenant, conditions and restrictions to which a deed or other instrument of conveyance or plat makes reference. The ARC is specifically empowered to enforce the provisions of this Master Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety

of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses, reasonable attorney's and paraprofessional's fees in connection therewith and the same shall be assessable and collectible in the same manner as any Specific Assessment provided for herein. The Master Association shall indemnify and hold harmless each member of the ARC from all costs, expenses, and liabilities, including attorney's and paraprofessional's fees, incurred by virtue of any service by a member of the ARC. A perpetual, non-exclusive easement over, across and through the private roadways of the Community and a right of entry upon any Lot, Unit or Parcel is hereby granted to the County and other applicable Governmental Entity for the limited purpose of permitting code inspectors to inspect and examine the construction of improvements, additions, or modifications on such Lot, Unit or Parcel.

8.14 Exemption. Notwithstanding anything to the contrary contained herein, improvements and construction activities of Declarant on any portion of the Property and from time to time shall be exempt from the provisions of this Article.

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

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

8.17 No Liability. Notwithstanding anything contained herein to the contrary, Declarant or the ARC, as applicable, shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any Owner or any other Person due to the exercise or non-exercise of such control, or the approval or disapproval of any improvement. Furthermore, the approval of any plans or specifications or any improvement shall not be deemed to be a determination or warranty that such plans or specifications or improvement are complete or do not contain defects, or in fact meet any applicable standards, guidelines and/or criteria or are in fact architecturally or aesthetically appropriate, or comply with any applicable Governmental Entity requirements, and Declarant, the ARC or the Master Association, as applicable, shall not be liable for any defect or deficiency in such plans or specifications or improvement, or any injury resulting therefrom.

ARTICLE 9: MAINTENANCE BY THE ASSOCIATION; IRRIGATION

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

9.2 Maintenance by the Master Association.

9.2.1 Commencing as of the date hereof, the Master Association shall maintain and keep in working condition the Common Property, with such maintenance to be funded as herein provided.

The costs of maintenance, repair and replacement of the Common Property shall be collected through one or more different types of Assessments as described hereinafter.

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

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

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

9.2.5 There may be lighting fixtures which are constructed as a part of such gate and wall structures. The Owner shall be the owner of the lighting fixtures, but the Master Association shall be responsible for maintaining, repairing and replacing the lighting fixtures and the light bulbs contained therein.

9.2.6 The Master Association may contract with any Person for the maintenance of all or part of the Common Property for purposes of carrying out all or a portion of the maintenance services provided for in this Master Declaration, or for the provision of Telecommunication Services.

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

9.2.8 Unless otherwise limited or specifically described elsewhere herein, the Master Association may also maintain any property which is not a part of the Property or the Common Properties, if by agreement of Declarant or the Master Association, the Master Association is obligated to maintain such property. Such maintenance shall include, but shall not be limited to, maintenance of drainage and stormwater management systems, utilities, berms, swales, lakes and all private streets or roads located on the Property, including any private streets which may not be specifically maintained by another entity. If pursuant to any easement the Master Association is to maintain any improvement within any portion of the Property, then the Master Association shall maintain such improvement in good condition at all times. In addition, the Master Association shall have the right to assume the obligation to operate and/or maintain any portion of the Property which is not owned by the Master Association or Declarant if the Board of Directors, in its sole discretion, determines that the operation and/or maintenance of such property by the Master Association would be in the best interests of the Owners. In such event, where applicable, the Master Association shall so notify any Owner otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the Master Association and not by the Owner, until the Board of Directors determines no longer to assume the

obligation to operate and/or maintain such property and so notifies the appropriate Owner in writing. Without limitation, the Master Association shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the Property, and any pavement, landscaping, sprinkler system, sidewalks, paths, signs, entrance features, or other improvements, within the unpaved portion of any public road rights-of-way within or contiguous to the Property. In addition, the Master Association shall have the right to maintain entry lights and street lights along the private streets or roads and publicly dedicated streets or roads, if any, located on the Property. To the extent the Master Association assumes the obligation to operate and/or maintain any portion of the Property which is not owned by the Master Association, the Master Association shall have an easement and right to enter upon such property in connection with the operation in or maintenance of the same, and no such entry shall be deemed a trespass. Such assumption by the Master Association of the obligation to operate and/or maintain any portion of the Property which is not owned by the Master Association or Declarant may be made in connection with an agreement with any Owner or any Governmental Entity. Pursuant to any such document, the operation and/or maintenance of such property may be made a permanent obligation of the Master Association. The Master Association may also enter into agreements with Declarant or any other Person, including any Governmental Entity, to share in the maintenance responsibility of any portion of the Property or lands not part of the Property if the Board of Directors, in its sole and absolute discretion, determines this would be in the best interests of the Owners. To the extent the Master Association assumes the obligation to operate and/or maintain any property which is not Common Property or owned by the Master Association or Declarant, the obligations of the Master Association shall be set forth by written agreement entered into with the owner of such property.

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

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

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

9.2.12 Irrigation.

9.2.12.1 Irrigation Distribution System.

9.2.12.1.1 The Master Association will own and operate, as part of the Common Property, an underground irrigation distribution system ("Irrigation System") which will provide grass and landscape irrigation to the Property, including all Lots, Units, Parcels, Subdivision Common Areas and Common Property.

9.2.12.1.2 All lines, pipes and facilities shall be constructed to the boundaries of each Lot, Parcel or Subdivision Common Areas, and the Master Association shall maintain, repair, replace and/or reconstruct all portions of the Irrigation System and the lakes and recharge wells which are the source of the waters, as are contained on or within the portions of the Property owned or maintained by the Master Association from time to time, except as otherwise provided herein.

9.2.12.1.3 The Master Association shall be responsible for maintaining, repairing, replacing and/or reconstructing all lines, pipes and facilities up to the boundary of a Lot, Unit, Parcel or Subdivision Common Areas.

9.2.12.1.4 Unless otherwise provided in a Subdivision Declaration, an Owner shall be solely responsible for maintaining, repairing, replacing and/or reconstructing all lines,

pipes and facilities located solely within such Owner's Lot, Unit or Parcel, which shall be deemed to include responsibility for maintaining, repairing and/or replacing irrigation heads.

9.2.12.1.5 A Subdivision Declaration shall provide that the Subdivision Association governing the property subject to such Subdivision Declaration shall be responsible for maintaining, repairing, replacing and/or reconstructing:

(a) all irrigation lines, pipes and facilities located within such Subdivision; and

(b) all irrigation heads located within a Lot, Unit, Parcel or Subdivision Common Areas that are governed by such Subdivision.

9.2.12.1.6 The Irrigation System shall be maintained and operated in accordance with the Community Wide Standards.

9.2.12.1.7 Regardless of the location of irrigation lines, pipes and facilities, the Master Association shall conduct routine and ordinary inspections of the Irrigation System.

9.2.12.2 Reserved Rights of the Master Association to Control Amount of Water. The Master Association, in order to ensure that all portions of the Property may have water for irrigation purposes, specifically reserves the right, through the determination of the Board, to control, in its sole discretion, the amount of irrigation water delivered to all particular portions of the Property. In such regard, the Master Association shall have exclusive rights and access to all sprinkler timer clocks and automatic rain sensor/shut-off devices within the Property, whether or not on a Lot, Unit, Parcel, Subdivision Common Area or the Common Property, and each Owner, by virtue of taking title to a Lot, Unit or Parcel, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the Master Association has and shall continue to have such exclusive rights and that the Owner shall not undertake or permit any action which would interfere, directly or indirectly, with the Master Association's exercise of its duties under and pursuant to this Section 9.2.12.2.

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

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

9.2.12.5 Source of Water. All Owners and Subdivision Associations acknowledge and agree, and shall be deemed to have acknowledged and agreed, that irrigation water is provided from one or more irrigation lakes and wells that are primarily fed by natural waters, but that the waters in such lakes may be supplemented from time to time by potable water, reused or reclaimed water, or groundwater sources, subject to approval by the Governmental Entities. All Owners and Subdivision Associations further acknowledge and agree, and shall be deemed to have acknowledged and agreed, that the Governmental Entities may in the future require reclaimed or reused water.

9.2.12.6 Payment for Irrigation Waters. Owners and Subdivision Associations (to the extent applicable) shall be solely responsible for payment to the Master Association for the use of waters provided by the Master Association for irrigation.

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

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

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

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

10.1 Maintenance Pertaining to Lots and Parcels.

10.1.1 As provided in Section 3.2 hereof:

10.1.1.1 the Master Association shall be responsible for mowing and edging grass areas and blowing of adjacent pavement areas contained on a Lot or Parcel or adjacent lands, except as otherwise specifically provided herein to the contrary; and

10.1.1.2 the Owner of a Lot or Parcel shall be responsible for replacement of any and all landscaping and trees contained within and upon such Lot or Parcel, including, but not limited to, trimming, fertilization, pest and disease control, watering and/or irrigation, and mulching of planting beds.

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

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

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

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

10.1.6 In the event that the Owner of a Lot containing an Attached Villa fails to maintain and/or repair the exterior surfaces and/or structural components of such Attached Villa, (a) the Master Association may, but shall not be obligated to, enter upon the Lot and perform the necessary maintenance and/or repair activities, in which event the Master Association may charge such Owner for the costs and expenses thereof (through the levying of a Specific Assessment), or (b) the Owner of the adjacent Lot containing the adjacent Attached Villa, after written notice to the offending Owner of the failure to maintain and/or repair and such offending Owner having a reasonable opportunity to cure but failing to do so, shall be entitled and permitted to enter upon the Lot of the offending Owner and perform the necessary maintenance and/or repair activities and the offending Owner shall be responsible and liable for all appertaining costs and expenses pertaining to such maintenance and/or repair activities.

10.2 Maintenance of Lot or Unit and Subdivision Areas. The Owner of a Lot or Unit and/or the Subdivision Association created with regard to such Lot or Unit shall be solely responsible for maintaining, repairing, replacing, reconstructing and insuring the physical improvements (except as otherwise provided herein to the contrary) on a Lot or Unit (such maintenance activities to occur in accordance with the applicable provisions of the Subdivision Declaration, subject to applicable prior approval of the ARC). A Subdivision Association shall be solely responsible for maintaining, repairing, replacing, reconstructing and insuring any Subdivision Common Areas.

10.3 Maintenance by the Amenities Owner. The Amenities Owner shall be solely responsible for maintaining, repairing, replacing, reconstructing and insuring the Amenities.

10.4 Requirement to Maintain Insurance. In addition to the foregoing, all Owners shall be required to obtain and maintain adequate property insurance on their Lot, Unit or Parcel (as may be applicable). Such insurance shall be sufficient for necessary repair or reconstruction work in the event of casualty and remove damaged or demolished portions of the Lot, Unit or Parcel. The Owner of an Attached Villa shall name the Owner of the adjacent Attached Villa (and such Owner's mortgagee) as additional insureds, as their interests may lie, with respect to the structural and shared components of the overall structure collectively containing the Attached Villas. If requested, an Owner shall provide the Master Association with a copy of the certificate of insurance evidencing the coverage purchased and the amount of coverage. The Master Association shall have the power to undertake legal proceedings to compel compliance with this insurance requirement.

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

10.6 Specific Owner Responsibilities.

10.6.1 Each Owner shall maintain the Lot, Unit or Parcel and all structures, parking areas and other improvements thereon. In the event that a Home or Unit is going to be unoccupied for a consecutive period of one month or longer, the Master Association may require the Owner to designate a responsible firm or individual to undertake such Owner's general maintenance responsibilities, which responsibilities shall include, at a minimum, maintaining exterior appearance, safeguarding the property to prepare for severe weather and repairing the property in the event of any damage therefrom. At the request of the Master Association, the names and address of such firm or individual must be furnished to the Master Association.

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

10.6.3 With regard to the Attached Villas:

10.6.3.1 Party Walls shall be maintained, repaired, replaced and/or reconstructed by the Owners of the Lots containing the Attached Villas pursuant to Section 7.14 hereof.

10.6.3.2 Each Owner shall maintain all portions of an Attached Villa contained on and within such Owner's Lot, and agrees to cooperate with the Owner of the adjoining Attached Villa with regard to repair and replacement of all common roof structures and surfaces of such Attached Villas (but in no event shall any common roof structure or surface be extended or reduced upon reconstruction unless a corresponding extension or reduction (as the case may be) occurs with respect to the adjoining Attached Villa, and any such extension or reduction shall require prior written approval of the ARC and all applicable Governmental Entities prior to commencement of construction).

ARTICLE 11: SURFACE WATER DRAINAGE AND MANAGEMENT SYSTEM

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

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

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

11.4 Prohibited Actions. No action shall be undertaken which modifies the Surface Water Drainage and Management System in a manner which changes the flow of drainage of surface water,

except to the extent the same is approved by the requisite Governmental Entities, Declarant so long as Declarant owns any portion of the Property, and the CDD as the party having the obligation to maintain the Surface Water Drainage and Management System.

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

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

11.7 Amendments Impacting the Surface Water Management System. Any amendment of this Master Declaration which would affect the Surface Water Drainage and Management System or the responsibility of the CDD to maintain or cause to be maintained the Surface Water Drainage and Management System must have prior written approval by the County, the SFWMD and the CDD.

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

ARTICLE 12: ADDITIONS TO OR DELETIONS FROM PROPERTY

12.1 General.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 13: MEMBERSHIP AND VOTING RIGHTS

13.1 Membership.

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

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

13.1.3 Amenities Owner. The Amenities Owner shall be a Member, as further provided herein and in the Articles and By-Laws.

13.2 Classes of Membership and Voting. The Master Association shall have 3 classes of voting membership. The 3 classes of voting membership, and the voting rights related thereto, are as follows:

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

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

13.2.3 Class C. The "Class C Member" shall be the Amenities Owner. "Class C Parcels" shall be all Parcels owned collectively by the Amenities Owner. Class C Parcels shall not be converted to Class A membership at any time.

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

ARTICLE 14: TRANSFER OF CONTROL

14.1 Transfer of Control of the Master Association.

14.1.1 Until Transfer of Control, Declarant shall be entitled to solely appoint all members of the Board, provided that Members other than Declarant are entitled to elect at least one member of the

Board (but not a majority of the members of the Board) once 50% percent of the Lots, Units and Parcels in all phases of the Community which will ultimately be operated by the Master Association have been conveyed to Members.

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

14.1.2.1 3 months after 90% of the Lots, Units and Parcels in all portions of the Community which are or may be ultimately subject to governance by the Master Association have been conveyed to third party Owners;

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

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

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

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

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

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

14.3 Termination of Class B Membership. Upon transfer of control of the Master Association, Class B membership shall terminate and Declarant shall own portions of the Residential Property in the same manner as a Class A Member.

ARTICLE 15: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

15.1 General Provisions. The Master Association shall govern, make rules and regulations, control and manage the Residential Property and the Common Property pursuant to the terms and provisions of the Governing Documents. The Master Association may lease all or any portion of the Common Property conveyed to the Master Association, pursuant to the provisions of this Master Declaration, which lease must be subject to and in accordance with the provisions of this Master Declaration. The Master Association shall further have the obligation and responsibility for the hiring of certain personnel and purchasing and maintaining such equipment as may be necessary for the administration and operation of the Master Association, the maintenance, repair, upkeep and replacement of any Common Properties and facilities which may be located thereon (including, but not limited to, the maintenance of all required buffer zones, lakes, rights-of-way, roads, medians, swales, and utility

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

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

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

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

15.1.4 Boundary Walls.

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

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

15.1.5 Additional Water Management Provisions. The Master Association has the power to accept subsequent phases that will utilize the surface water management system as originally contemplated under the County and SFWMD subdivision construction plans.

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

15.3 Telecommunications Services.

15.3.1 Authority of the Master Association. The Master Association shall have the right, but not the obligation, to establish exclusive systems for the provision of Telecommunication Services. The Master Association may establish and operate such systems itself or may enter into agreements with related or unrelated persons or entities for this purpose, with any such agreements to be on such terms as the Board shall deem, in its sole discretion, to be in the best interests of the Owners. If Declarant is not the "Telecommunications Provider" (defined to mean Declarant and/or any other party operating the Telecommunications Services) for any particular Telecommunications Service, Declarant shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within the Property as agreed, from time to time, between the Telecommunications Provider and Declarant. Any such systems for Telecommunications Services shall be mandatory for all Owners, regardless of when they took title to a Lot, Unit or Parcel.

15.3.2 Terms of Services. The terms upon which the Telecommunications Services are established and operated by a Telecommunications Provider may include, but shall not be limited by or to, the following:

15.3.2.1 Every Lot, Unit or Parcel within the Property receiving Telecommunications Services pursuant to the terms of this Section 15.3 may be subject to a charge, payable per Lot, Unit or Parcel on the first day of each month or quarter in advance, of specified dollar amounts for Telecommunications Services, which dollar amounts are subject to periodic adjustment.

15.3.2.2 The Master Association may impose Assessments for Telecommunications Services fees due and payable as provided for in Section 15.3.2.1 and may collect the same and remit the amount collected to the Telecommunications Provider.

15.3.2.3 Where an Institutional Lender or another party obtains title to a Lot, Unit or Parcel as a result of the foreclosure of a First Mortgage, such acquirer of title, its successors and assigns, shall not be liable for the payment of the aforementioned charges pertaining to such Lot, Unit or Parcel which become due prior to acquisition of title in the manner provided above.

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

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

15.3.5 Restoration. Upon the completion of any installation, upgrade, maintenance, repair or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Property and/or any Lot, Unit or Parcel to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such restoration within 10 days after receiving written notice from Declarant or the Board of such failure shall vest in Declarant or the Board the right, but not the obligation, to restore or cause to be restored such portion of the Common Property and/or Lot, Unit or Parcel by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Declarant or the Board may restore or cause to be restored such disturbed portion of the Common Property and/or Lot, Unit or Parcel. In the event that Declarant or the Board exercises the right of self-help, each Telecommunications Provider agrees in advance that Declarant or

the Board shall have the sole right to (a) select the contractors to perform such work, and (b) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Declarant or the Board hereunder. All reasonable expenses incurred by Declarant or the Board in connection with such restoration shall be paid by Telecommunications Provider within 10 days of delivery to Telecommunications Provider of Declarant's or the Board's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in any agreement between a Telecommunications Provider and Declarant or the Board.

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

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

15.6 Recreational Facilities. The Amenities Owner shall be solely responsible for the operation and the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of all portions of the Amenities.

ARTICLE 16: COVENANT FOR ASSESSMENTS; CAPITAL CONTRIBUTIONS

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

16.2 Assessments Levied Against the Amenities Property. All Assessments, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, are a continuing charge on the Amenities Property, but shall not be secured by a continuing lien upon the Amenities Property. Each such Assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, is the personal obligation of the Amenities Owner at the time when such Assessment fell due, and enforcement of payment of such Assessments shall only occur through an action at law. In undertaking such an action at law, the Master Association shall only be permitted to recover the unpaid amount of the Assessment that was due and owing and reasonable attorneys' fees and costs associated with such action. The provisions of this Section 16.2 shall not be amended for a period of 30 years from the date of recordation of this Master Declaration without the express prior written consent of (a) Declarant (and its specific successors and assigns in its role as developer of the Community), and (b) the Amenities Owner.

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

16.4 Adoption of Annual Budget; Notice to Owners of Assessments. The Board shall annually prepare a budget covering the estimated expenses of the Master Association for the coming year

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

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

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

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

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

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

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

or other person making the payment is entitled to a satisfaction of the lien recorded in the public records of the County.

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

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

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

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

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

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

16.13 Subordination of the Lien to First Mortgages.

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

16.13.2 If a Mortgage against a Lot, Unit or Parcel (a) is properly recorded as a First Mortgage before the Master Association's claim of lien is recorded and (b) maintains First Mortgage priority, then the liability of the Lot, Unit or Parcel and the First Mortgagee (and its successor or assignee

who acquires title to the Lot, Unit or Parcel by foreclosure or by deed in lieu of foreclosure, but only if the successor or assignee is the subsequent holder of the First Mortgage) for the unpaid Assessments that became due before the First Mortgagee's acquisition of title is limited, in accordance with the applicable provisions of the Act, to the lesser of:

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

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

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

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

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

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

16.14 Reserves.

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

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

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

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

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

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

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

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

16.15 Contributions to Capital; Consent of Owners.

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

16.15.1.1 Initial Capital Contribution. At the time that the initial sale of each Lot, Unit or Parcel is closed, the purchaser of the Lot, Unit or Parcel shall pay to the Master Association an "Initial Capital Contribution." This sum shall be used and applied for start-up costs and as a working fund in connection with any and all operating expenses of the Master Association and any and all obligations of the Master Association that may exist from time to time. This payment shall not be refundable or applied as a credit against the Owner's payment of Assessments. At the onset of the Community, the Initial Capital Contribution shall be set at $500.00, but such amount may be changed from time to time by the Board in its sole discretion. All Initial Capital Contribution monies may be used by the Master Association while under Declarant control as determined by the Board in its sole discretion from time to time, and shall be maintained in the Master Association's general operating accounts in the same manner as monies collected from other sources (exclusive of reserves).

16.15.1.2 Initial Landscaping Capital Contribution. At the time that the initial sale of each Lot, Unit or Parcel is closed, the purchaser of the Lot, Unit or Parcel shall pay to the Master Association an "Initial Landscaping Capital Contribution." The Initial Landscaping Capital Contribution shall be separate and distinct from the Initial Capital Contribution. The Initial Landscaping Capital Contribution shall be specifically utilized to provide for landscaping replacement and improvements (e.g., annuals, plants, trees and the supporting infrastructure) to the Common Property or other lands required to be maintained by the Master Association pursuant to this Master Declaration or by separate agreement. This payment shall not be refundable or applied as a credit against the Owner's payment of Assessments. At the onset of the Community, the Initial Landscaping Capital Contribution shall be set at $300.00, but such amount may be changed from time to time by the Board in its sole discretion. All Initial Landscaping Capital Contribution monies shall be maintained in a special Master Association banking account (i.e., separate and apart from the general accounts of the Master Association) that is created and designated solely for such Initial Landscaping Capital Contribution monies. All Initial Landscaping Capital Contribution monies may be used by the Master Association while under Declarant control as determined by the Board in its sole discretion from time to time.

16.15.2 Acknowledgement, Agreement and Consent of Owners. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, acknowledges, agrees and consents, and shall be deemed to have acknowledged, agreed and consented, with and to the provisions of this Section 16.15, including, but not limited to, all obligations for monetary payment to the Master Association and such Owner's responsibilities therefore.

16.15.3 Exemption for the Amenities Owner from Payment of Capital Contributions. The Amenities Owner shall be exempt from any requirement to pay an Initial Capital Contribution or an Initial Landscaping Capital Contribution. The provisions of this Section 16.15.3 shall not be amended without the prior written consent of the Amenities Owner.

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

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

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

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

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

16.18 Collection of Rents from Tenants.

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

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

> Pursuant to section 720.3085(8), Florida Statutes, we demand that you make your rent payments directly to the Owners' association and continue doing so until the association notifies you otherwise.
>
> Payment due the Owners' association may be in the same form as you paid your landlord and must be sent by United States mail or hand delivery to (full address), payable to (name) .
>
> Your obligation to pay your rent to the association begins immediately, unless you have already paid rent to your landlord for the current period before receiving this notice. In that case, you must provide the association written proof of your payment within 14 days after receiving this notice and your obligation to pay rent to the association would then begin with the next rental period.
>
> Pursuant to Section 720.3085(8), Florida Statutes, your payment of rent to the association gives you complete immunity from any claim for the rent by your landlord.

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

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

mail written notice to the Owner of the Association's demand that the tenant pay monetary obligations to the Association.

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

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

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

16.18.8 A court may supersede the effect of this Section 16.18 by appointing a receiver.

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

ARTICLE 17: MISCELLANEOUS PROVISIONS RESPECTING MORTGAGEES

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

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

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

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

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

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

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

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

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

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

17.1.5 Upon specific written request to the Master Association identifying the name and address of the First Mortgagee, Insurer or Guarantor and the number and address of the Lot, Unit or Parcel on which it has (insures or guarantees) the First Mortgage, each First Mortgagee, Insurer or Guarantor of a Lot, Unit or Parcel shall be furnished notice in writing by the Master Association of any damage to or destruction or taking of the Common Property if such damage or destruction or taking exceeds $10,000.

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

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

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

17.4 Failure of Mortgagee to Respond. Any First Mortgagee who received a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if

the Master Association does not receive a written response from the First Mortgagee within 30 days of the date of the Master Association's request, based upon the date indicated on a postal return receipt or other certified evidence showing delivery. This Section 17.4 shall not be applicable to any First Mortgagee holding a mortgage on property owned by Declarant and subject to this Master Declaration.

ARTICLE 18: DAMAGE, DESTRUCTION AND RESTORATION OF COMMON PROPERTY

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

18.2 Withdrawal of Damaged or Destroyed Common Property From Master Declaration. Any portion of the Common Property affected by damage or destruction may be withdrawn from being subject to this Master Declaration upon the unanimous affirmative vote of the Members voting at a meeting called for that purpose. If the Common Property affected by such damage or destruction is owned by the Master Association and such property was contributed to the Master Association by Declarant, the Board shall, after 60 days written notice to Declarant, return such property to Declarant (whether or not Declarant is a Member at the time). In the event Declarant refuses to accept the return of such property, then the property shall be sold in a commercially reasonable fashion and the Board shall determine whether the sale proceeds shall be (a) considered revenue of the Master Association, or (b) divided among the Members in proportion to their respective collective Assessment allocations from the entire Annual Budget. Such withdrawal shall be accomplished by an action of the Board of Directors through a recorded supplement to this Master Declaration, executed by the president or vice-president and the secretary of the Master Association, which specifically and legally describes the property being withdrawn.

ARTICLE 19: CONDEMNATION

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

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

ARTICLE 20: TERMINATION OF THE MASTER DECLARATION

At a meeting of all Owners called for such purpose, upon the affirmative vote of 90% of the total eligible voting interests in the Master Association, the Owners may elect to terminate this Master Declaration and dissolve the Master Association in accordance with the provisions of the By-Laws. Within 10 days after the date of the meeting at which such action was approved, the Board shall give written notice of such action to all applicable Governmental Entities, First Mortgagees, Insurers, and

Guarantors entitled to notice under Article 18 of this Master Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments to perform all acts in manner and form as may be necessary to effect such termination and dissolution. Notwithstanding anything contained herein to the contrary, this Master Declaration may not be terminated unless the instrument of termination is joined in by the County or any successor controlling Governmental Entity.

ARTICLE 21: DECLARANT'S RIGHTS

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

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

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

21.1.3 prevent Declarant or its contractors or subcontractors, from conducting on any property owned or controlled by Declarant, its business of developing, subdividing, grading and constructing improvements on the Property and of disposing of Lots, Units and Parcels therein by sale, lease or otherwise; or

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

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

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

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

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

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

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

ARTICLE 22: AMENDMENTS

22.1 Amendments in General.

22.1.1 Amendment by Declarant.

22.1.1.1 Subject to the provisions of this Master Declaration where applicable and except as otherwise provided herein, Declarant may amend this Master Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time prior to the date on which Declarant shall have conveyed 90% of the Lots, Units and Parcels which are or may be subjected to the scope of this Master Declaration (for purposes of disclosure, Declarant presently intends that all residential property contained or to be contained within the Community shall be subjected to the scope of this Master Declaration). Notwithstanding the foregoing, amendments undertaken solely by Declarant shall comply with Section 720.307(5) of the Act.

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

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

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

pertaining to any Lot, Unit or Parcel, or (c) impair, alter or otherwise modify construction, sales or marketing activities (including placement, size and design of signage, etc.), would be considered an impairment to the marketability, viability, usability or salability of the Property for which prior written consent of Declarant would be required.

22.1.2 Amendment by the Master Association. Upon such time as Declarant's rights to amend this Master Declaration expire pursuant to Section 22.1.1 hereof, this Master Declaration may be amended by an instrument executed by the Master Association with the formalities from time to time required of a deed and approved by not less than 67% of the eligible total voting interests in the Master Association, such votes having been cast at a meeting of the Master Association duly-noticed, called and held in accordance with the By-Laws. No amendment is effective until an amendment document is executed by the president or vice president and the secretary of the Master Association certifying that the requisite percentage of Owners approved the amendment, and such amendment document is recorded in the public records of the County. Notwithstanding the foregoing, no instrument of amendment shall be effective while there is Class B membership unless the Class B Member shall approve and join in such instrument.

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

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

ARTICLE 23: COMMUNITY DEVELOPMENT DISTRICT

23.1 General. The Master Association and each Owner acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the Community is part of the CDD. The CDD may provide certain urban community facilities services and will have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such facilities and services. The CDD may be empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for basic infrastructures which may include, without limitation: (i) water management and control lands within the CDD and the connection of some of any of such facilities with other roads and bridges; (ii) potable water distribution; (iii) sewage collection; (iv) lakes and wetlands; and (v) wastewater management. The CDD may impose taxes and/or assessments on the Property which the CDD governs. These taxes and assessments will pay for the construction, operation, maintenance and/or costs of certain public facilities within the CDD and will be set annually by the governing board of the CDD. These taxes and assessments are in addition to County and other taxes and assessments provided for by law. These fees, rates, charges, taxes and assessments will either appear on the annual real estate tax bill for each Owner in which case they will be payable directly to the County Tax Collector or they will appear on a separate bill issued to each Owner by the CDD. The CDD shall have the power to issue any types of bonds permitted by Chapter 190, Florida Statutes.

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

23.3 CDD Jurisdiction and Governance.

23.3.1 Duties and Obligations.

23.3.1.1 The CDD will provide certain community infrastructure facilities and services, as well as additional facilities and services for the benefit and enhancement of the Property, and will have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide said facilities and services. Unless otherwise clearly indicated by the context in which it appears, the term "assessment" as used in this Article 23 refers to assessments as defined in Chapter 190, Florida Statutes, and not the "Assessments" defined in this Master Declaration.

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

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

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

23.3.2.2 Transfer of Master Association Property to the CDD. If Declarant and the CDD determine, subject to any Governmental Entity requirements, that it is in the best interest of the Community and the Master Association for any properties of the Master Association to be owned and administered by the CDD rather than the Master Association, such properties, even though already conveyed to the Master Association, shall thereafter be considered property of the CDD, even if legal title has not been formally transferred to the CDD. When a part of the Property becomes a part of the CDD's Property, the expenses of its administration and maintenance will remain Common Expenses, unless the CDD and the Master Association agree that such expenses shall become the responsibility of the CDD. If required by law, or if deemed by the Master Association to be in the best interest of the Community, the Master Association shall convey to the CDD the legal title to any Master Association property, which shall thereafter be a part of the CDD Property.

23.4 CDD Bond Financing. The CDD has the power to issue general obligation bonds, revenue bonds, refunding bonds and any other type of bond permitted by Chapter 190, Florida Statutes, as pertaining to the Property. Repayment of any such bond may be funded by non-ad valorem assessments on all non-exempt property within the Property, or by the imposition of rates, user fees, special assessments or other charges. The CDD is empowered to pledge its full faith and credit for the purpose of securing the repayment of the bonds which it issues. In addition, the CDD may secure revenue bonds by pledging the rates, fees or charges collected or to be collected by any revenue producing project. Bonds may be issued for the purpose of financing or refinancing capital improvements, to pay off existing bonds or any other permitted use. Separate special assessment bond(s) may be issued by the CDD to finance construction of any one or more of those improvements and to provide any one or more of those CDD services delineated in this Master Declaration, as well as to provide any other improvements or services permitted or allowed under Chapter 190, Florida Statutes. Unless specifically limited by the operative documents of a particular bond issue for a specific improvement or service so that only the revenues and/or properties involved in such improvement or service are pledged as collateral security for the repayment of that particular bond issue, the special assessment bonds will be an obligation of each Owner within the Property, and each Lot, Unit or Parcel within the Property has been pledged as collateral security for this obligation.

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

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

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

ARTICLE 24: GENERAL PROVISIONS

24.1 Term. The covenants and restrictions of this Master Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Master Association or the Owner of any Parcel subject to this Master Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date this Master Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years each, unless an instrument in writing, approved by 67% of the total eligible Class A voting interests and 100% of the Class B voting interests and Class C voting interests (if any), has been recorded within the year preceding the

beginning of each successive period of 10 years, agreeing to terminate the same, in which case this Master Declaration shall be terminated as specified therein. Notwithstanding the foregoing, any terms, provisions, covenants, restrictions or prohibitions contained herein which relate to, pertain to or affect any environmentally sensitive areas of the Property or any portion of the Property which is subject to the rules, ordinances or regulations of the federal government, the State of Florida or the County or any agency or body of the foregoing shall be applicable to the Property in perpetuity unless the waiver of same shall have been obtained from the appropriate party or unless the rule, ordinance or regulation shall have been abrogated or repealed by the appropriate party.

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

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

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

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

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

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

24.8 Inapplicability of Condominium Act. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the Master Association is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Chapter 718, *Florida Statutes*.

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

24.10 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association, nor shall any legal services be provided with respect to preparing for such judicial or administrative proceedings unless approved by a vote of (a) 75% of the total Class A voting interests eligible to vote, and (b) 100% of the Class B Members (if Class B membership has not been terminated). The Master Association shall prepare a budget of the total estimated cost of the litigation which shall be submitted to the Members for a vote along with the notice of the proposed litigation. Such budget shall be based upon an estimate of the total cost and fees of the litigation made by the attorney being retained by the Master Association for the litigation. The Master Association shall assess all Owners whose interests are being sought to be protected through such litigation in accordance with the Assessment process provided herein; provided, however, that no funds from General Assessments or other sources may be used for such purpose. Prior to preparation for and institution of legal proceedings, any Assessment levied in such regard must be more than 75% collected. This Section shall not apply, however, to (i) actions brought by the Master Association against parties other than Declarant to enforce the provisions of this Master Declaration (including without limitation, the foreclosure of liens), (ii) the imposition and collection of assessments as provided herein, (iii) proceedings involving challenges to ad valorem taxation, (iv) counterclaims brought by the Master Association in proceedings instituted against it, or (v) any dispute in which the amount in question is $10,000 or less, as adjusted for inflation from year to year. This Section shall not be amended unless such amendment is made by Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

24.11 Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Master Declaration may be cumulative with those of any Subdivision Association and the Master Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Subdivision Association shall be subject and subordinate to those of the Master Association. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Master Association.

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

of any ordinances, rules or restrictions imposed by the County with respect to the Property, the County may, without the consent of the Master Association or any Person, seek judicial enforcement of such ordinances, rules or restrictions and if such enforcement shall be required by a court of competent jurisdiction, then the County shall be entitled, in addition to all other awards or directions of enforcement, to all reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, and court costs incurred by the County relative to its enforcement of the foregoing.

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

24.13.1 Except as otherwise permitted herein or to the provisions of this Master Declaration, an Owner may lease such Owner's Lot, Unit or Parcel for a minimum period of not less than 30 consecutive days in duration and may enter into a maximum of 4 such rental arrangements in any 12 consecutive month period with regard to a Lot, Unit or Parcel. If an Owner intending to lease or rent a Lot, Unit or Parcel is delinquent in the payment of Assessments, the Master Association shall be entitled, but shall not be obligated, to prohibit the Owner from renting or leasing the Lot, Unit or Parcel until such delinquency is made current. Leases shall be in writing, and shall be subject to the prior written approval of the Master Association. The Master Association may require inclusion in a lease of any provisions that the Master Association may deem appropriate to assure the lessee's compliance with all the terms and provisions of this Master Declaration. Lots, Units and Parcels shall be leased in their entirety, and no individual rooms or portion of a Lot, Unit or Parcel may be leased. Upon leasing a Lot, Unit or Parcel, the Owner shall notify the Master Association in writing that the Owner has leased a Lot, Unit or Parcel and shall provide the Master Association with a copy of the executed lease. Tenants shall comply with this Master Declaration and all Rules and Regulations. The provisions of this Section 24.13.1 shall not be applicable to any Declarant-owned Lots, Units or Parcels. The subleasing or sub-renting of a Lot, Unit or Parcel shall be subject to the same requirements and limitations as are applicable to the leasing or renting thereof.

24.13.2 No later than 15 days prior to the anticipated date of closing on the sale of a Lot, Unit or Parcel, or with regard to a lease no later than the first date of occupancy, the Owner shall provide written notice to the Master Association indicating such Owners' intention to sell or lease the Lot, Unit or Parcel. The notice shall include the name and address of the proposed purchaser/lessee(s) and an executed copy of the purchase contract or a copy of the proposed lease. The Master Association may require other such information as it deems reasonably necessary, and may impose a transfer fee not to exceed $100.00 or such other amount as permitted by law from time to time.

24.13.3 The Master Association must, within 15 days after receipt of all the information required above, either approve, disapprove for cause, or, upon the written demand of the Owner, furnish an alternate lessee it approves or the Master Association may itself elect to purchase, and the Owner must sell to such alternate or to the Master Association upon the same terms set forth in the proposal given the Master Association, or the Owner may withdraw his proposed sale or lease. In exercising its power of disapproval, the Master Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation and proper operation of the Community and the purposes set forth herein. If the Master Association fails or refuses within the allotted time to notify the Owner of either approval or disapproval in writing, or if it fails to provide an alternate lessee or make an election to purchase the Lot, Unit or Parcel itself when required to do so, then the Master Association shall conclusively be presumed to have approved the transaction, and the Master Association shall, upon demand, provide a recordable certificate of approval;

24.13.4 The following provisions specifically pertain to the leasing of a Lot, Unit or Parcel:

24.13.4.1 Approvals of leases need not be recorded;

24.13.4.2 Only entire Lots, Units or Parcels may be leased;

24.13.4.3 All leases must include, and if they do not, shall be deemed to include and state:

24.13.4.3.1 the agreement of the lessee(s) to abide by all of the terms and provisions of the Governing Documents (but notwithstanding such statement, the Owner shall be responsible for all conduct of the Owner's tenants, including, without limitation, any damage to the Common Property as a result of the acts or omissions of the Owner's tenants);

24.13.4.3.2 that a violation of the Governing Documents is a material breach of the lease and is grounds for damages, termination and eviction;

24.13.4.3.3 that the lessee(s) and the Owner agree that the Master Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Master Association's costs and expenses, including attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy. If such costs and fees are not immediately paid by the lessee(s), the Owner shall be required to pay same, and collection of such funds shall be through the levying of a Specific Assessment. Each Owner irrevocably appoints the Master Association as the Owner's agent-in-fact having authority to bring actions in the Owner's name and at the Owner's expense (including actions for injunctive relief, damages, termination and eviction) against the lessee(s); and

24.13.4.3.4 that the Governing Documents must be provided to the lessee(s) by or on the behalf of the Owner at or before the commencement of the lease term.

24.13.5 Consistent with the provisions of this Section 24.13, de facto timesharing of Lots, Units and Parcels is not permitted, and approval will not be given for the sale of a Lot, Unit or Parcel or an interest therein interest in a Lot, Unit or Parcel to multiple persons (such as siblings or business associates), who may intend that they and their families would split occupancy of the Lot, Unit or Parcel into different time periods during the year.

24.13.6 Declarant is and shall be exempt from all provisions of this Section 24.13 with regard to the sale of Lots, Units and Parcels by Declarant to third parties, and the provisions of such Section shall not be amended without the prior written consent of Declarant for as long as Declarant owns any portion of the Property.

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

24.15 Access Control. Declarant and the Master Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to control vehicular access to the Property. **Neither the Master Association nor Declarant shall in any way be considered insurers or guarantors of privacy, security or safety within the Property. Neither the Master Association nor Declarant shall be held liable for any loss or damage by reason of failure to provide adequate privacy or ineffectiveness of privacy, security or safety measures undertaken. All Owners, Residents and Authorized Users of any Lot, Unit or Parcel, tenants, guests and invitees of any Owner, as applicable, acknowledge and agree, and shall be deemed to have acknowledged and**

agreed, that Declarant and the Master Association, and the officers, directors and supervisors of each of them, do not represent or warrant that any fire protection system, electronic monitoring system or other privacy system designated by or installed according to guidelines established by Declarant or the ARC may not be compromised or circumvented, that any fire protection or electronic monitoring systems or other privacy or security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and that fire protection or electronic monitoring systems or other privacy or security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner, Resident and Authorized User of any Lot, Unit or Parcel, and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that each Owner, Resident and Authorized User of any Lot, Unit or Parcel and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to Lots, Units and Parcels and to the contents of these and further acknowledges that the Master Association and Declarant have made no representations or warranties nor has any Owner, Resident, Authorized User, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or electronic monitoring systems or other privacy systems recommended or installed or any privacy or security measures undertaken within the Property.

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

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

24.18 Disclosure Concerning Development and Construction Noise and Activities: All Owners, Residents and Authorized Users of the Community are hereby placed on notice that Declarant, third party builders and/or their agents, contractors, subcontractors, licensees and other designees will be, from time to time, conducting blasting, excavation, construction and other activities within or in proximity to the Community. By the acceptance of a deed or other conveyance or mortgage, leasehold, license or other interest, and by using any portion of the Community, each such Owner, Resident and Authorized User automatically acknowledges, stipulates and agrees (i) that none of the aforesaid activities shall be deemed nuisances or noxious or offensive activities, hereunder or at law generally, (ii) not to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to the Community where such activity is being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours), (iii) that Declarant and the other aforesaid related parties shall not be liable for any and all losses, damages (compensatory, consequential, punitive or otherwise),

injuries or deaths arising from or relating to the aforesaid activities, except resulting directly from Declarant's gross negligence or willful misconduct, (iv) that any purchase or use of any portion of the Community has been and will be made with full knowledge of the foregoing, and (v) that this acknowledgment and agreement is a material inducement to Declarant to sell, convey, and/or allow the use of the Lot, Unit or Parcel to third parties. This section shall survive the closing and delivery of a deed of conveyance.

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

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

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

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IN WITNESS WHEREOF, the undersigned, being Declarant, hereby has caused this Master Declaration to be executed as of this 5th day of June, 2017.

WITNESSES:

Name: Amy Hofschneider
Print Name: Amy Hofschneider

Name:
Print Name: Matthew Horvatich

WCI COMMUNITIES, LLC, a Delaware limited liability company

By:
Darin McMurray, Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5th day of June, 2017, by Darin McMurray, as Vice President of WCI Communities, LLC, a Delaware limited liability company. He ☑ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

(Signature)
Deanna J. Craft
Name:
(Legibly Printed or Typed)

Notary Public, State of Florida

(Commission Number, if any)

DEANNA J. CRAFT
Commission # FF 000946
Expires July 20, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PORTICO

Portico Master Property Owners Association, Inc., a Florida not-for-profit corporation organized pursuant to Chapters 617 and 720, *Florida Statutes* ("Master Association") hereby joins in and consents to the recording of the foregoing Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Portico ("Master Declaration"), and further accepts all of its obligations as set forth in the Master Declaration and its exhibits.

Dated this 5th day of June, 2017.

WITNESSES:

Name: Amy Hofschneider
Print Name: Amy Hofschneider

Name:
Print Name: Matthew Hoaton

Portico Master Property Owners Association, Inc., a Florida not-for-profit corporation

By: David Caldwell
David Caldwell, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5th day of June, 2017, by David Caldwell, as President of Portico Master Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He ☑ is personally known to me or ☐ has provided _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

DEANNA J. CRAFT
Commission # FF 000946
Expires July 20, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

(Signature)
Deanna J. Craft
Name:
(Legibly Printed or Typed)

Notary Public, State of Florida

(Commission Number, if any)

JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PORTICO

Portico Community Development District, a special purpose government unit organized in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("CDD"), hereby joins in and consents to the recording of the foregoing Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Portico ("Master Declaration"), and further accepts all of its obligations as set forth in the Master Declaration and its exhibits.

Dated this 5th day of June, 2017.

WITNESSES:

Name: Ashley Kingston
Print Name: Ashley Kingston

Name: Amy Hofschneider
Print Name: Amy Hofschneider

Portico Community Development District

By: _____
Rhonda Brewer, Chairperson

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5th day of June, 2017, by Rhonda Brewer, as Chairperson of Portico Community Development District. She ☑ is personally known to me or ☐ produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

_____
(Signature)
Name: Deanna J. Craft
(Legibly Printed or Typed)

Notary Public, State of Florida

_____
(Commission Number, if any)

DEANNA J. CRAFT
Commission # FF 000946
Expires July 20, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit A

Legal Description of the Residential Property

(Legal Description of Portico Residential Property)

PARCEL 1: Lots 1 through 380 and Tract B, PORTICO PHASE I, according to the plat thereof as recorded under Instrument No. 2006000411756, public records of Lee County, Florida.

AND

PARCEL 2: Land commonly referred to as proposed PORTICO PHASE II and PORTICO PHASE III, more particularly described as follows:

A tract or parcel of land lying in Section 34, Township 43 South, Range 26 East, Lee County Florida, being more particularly described as follows:

Beginning at the Southeast corner of Section 34, Township 43 South, Range 26 East; thence run South 89°04'55" West along the South line of the South half (S 1/2) of said Section 34 for 5,290.35 feet to the Southwest corner of Section 34; thence North 00°47'28" West along the West line of the South half (S 1/2) of Section 34, for a distance of 2,670.74 feet to the Northwest corner of the South half (S 1/2) of said Section 34; thence North 89°15'30" East along the North line of the South half (S 1/2) of Section 34, for a distance of 5,281.07 feet to the Northeast corner of the South half (S 1/2) of Section 34; thence South 00°59'28" East along the East line of the South half (S 1/2) of Section 34, for a distance of 2,654.48 feet to the Point of Beginning.
Bearings shown hereon are State Plane Coordinate for the West Zone of Florida (NAD 83/90 adjustment) whereas the West line of the South half (S 1/2) of Section 34, Township 43 South, Range 26 East bears North 00°47'28" West.

LESS AND EXCEPT those lands conveyed to Portico Community Development District by Special Warranty Deed dated June 26, 2006 and recorded under Instrument No. 2006000260708, Public Records of Lee County, Florida.

AND LESS AND EXCEPT

TRACT C, PORTICO, PHASE 1, according to the map or plat thereof recorded in Official Records Instrument # 2006000411756, public records of Lee County, Florida.

Exhibit A-1

Legal Description of the Amenities Property

TRACT C, PORTICO, PHASE 1, according to the map or plat thereof recorded in Official Records Instrument # 2006000411756, public records of Lee County, Florida.

Exhibit B

Description of Common Property

Tracts A, D, E, H, I, J and RD-1, PORTICO, PHASE 1, according to the map or plat thereof recorded in Official Records Instrument # 2006000411756, public records of Lee County, Florida.

Section 1.19 of the Master Declaration provides a detailed description of other lands and items that are considered to be Common Property. Declarant has reserved the right to amend the Master Declaration and this exhibit, pursuant to Articles 12 and 22 of the Master Declaration, from time to time to provide a description of lands to be contained within the Common Property.

Exhibit C

Amended and Restated Articles of Incorporation

State of Florida

Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on January 13, 2017, for PORTICO MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H17000012916. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N06000010159.

Authentication Code: 417A00000906-011717-N06000010159-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Seventeenth day of January, 2017

Ken Detzner
Secretary of State

January 17, 2017

FLORIDA DEPARTMENT OF STATE
Division of Corporations

PORTICO MASTER PROPERTY OWNERS ASSOCIATION, INC.
24301 WALDEN CENTER DRIVE
BONITA SPRINGS, FL 34134US

Re: Document Number N06000010159

The Amended and Restated Articles of Incorporation for PORTICO MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, were filed on January 13, 2017.

The certification you requested is enclosed. To be official, the certificate for a certified copy must be attached to the original document that was electronically submitted under FAX audit number H17000012916.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Carol Mustain
Regulatory Specialist II
Division of Corporations

Letter Number: 417A00000906

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
PORTICO MASTER PROPERTY OWNERS ASSOCIATION, INC.
N06000010159

(A Florida Corporation Not for Profit)

These Amended and Restated Articles of Incorporation of Portico Master Property Owners Association, Inc., a Florida not for profit corporation, dated as of January 13, 2017, are being duly executed and filed by David Caldwell, its President, to amend and restate the Master Association's original articles of incorporation, which were filed on September 27, 2006. These Amended and Restated Articles of Incorporation were duly executed and are being filed in accordance with Section 617.1007 of the Florida Not For Profit Corporation Act.

ARTICLE I. NAME AND LOCATION

The name of this corporation is PORTICO MASTER PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Master Association"), and the office for the transaction of its affairs is 24301 Walden Center Drive, Bonita Springs, Florida 34134, and the Registered Agent at that address is Vivien N. Hastings.

ARTICLE II. PURPOSES

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

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Master Association as set forth in the Master Declaration;

(b) Fix, levy, collect and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the Master Declaration;

(c) Own and convey property;

(d) Establish rules and regulations;

(e) Sue and be sued;

(f) To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Master Association;

(g) Maintain, repair and replace Common Properties as contemplated by the Master Declaration, and to enter into contracts for the provision of services to maintain and operate the Common Properties; and

(h) Have and exercise any and all other powers, rights and privileges of a not-for-profit corporation organized under the law of the State of Florida.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

A. **Eligibility.** Every person, whether an individual, corporation or other entity, who is the record owner of a Lot, Unit or Parcel that is subject to Assessment pursuant to the Master Declaration shall become a Member of the Master Association upon the recording of the instrument of conveyance. If title to a Lot, Unit or Parcel is held by more than one person, each such person shall be a Member. An Owner of more than one Lot, Unit or Parcel is entitled to membership for each Lot, Unit or Parcel owned. No person other than an Owner may be a Member of the Master Association, and a membership in the Master Association may not be transferred except by the transfer of title to a Parcel; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to such Owner's vendee in possession.

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

B. **Classes of Membership and Voting; Transfer of Control.** The Master Association shall have 3 classes of voting membership - Class A, Class B, and Class C. So long as there is Class B membership, Class A Members shall be all persons owning record title to the Lot, Unit or Parcel of the Community except Declarant. All Class B memberships shall belong to Declarant. The Class C Member shall be the Amenities Owner. Upon termination of Class B membership as provided below, Class A Members shall be all Owners, including Declarant so long as such Declarant is an Owner. Voting shall be accomplished in accordance with the By-Laws. There shall be no cumulative voting for Directors or any other matters.

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

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

ARTICLE IV. TERM OF EXISTENCE

The Master Association shall have perpetual existence. In the event that the Master Association is dissolved, the Master Association shall ensure that the maintenance of the surface water management system, is delegated, transferred or assigned to a similar not-for-profit corporation.

ARTICLE V. MANAGEMENT

The affairs of the Master Association shall be managed by its Board of Directors, which shall consist of not less than 3 nor more than 7 individuals, the precise number to be fixed in the By-Laws or by the Board of Directors from time to time. Directors shall be elected for one year terms by the Members at the annual Members' meeting, to be held as scheduled by the Board of Directors in the last quarter of each fiscal year in the manner prescribed in the By-Laws, and shall hold office until their respective successors are duly elected and qualified; provided, however, that Declarant shall be entitled to solely appoint all members of the Board of Directors prior to Transfer of Control. The Board shall elect a President, a Vice President, and a Secretary-Treasurer, and such other officers as may, in the opinion of

the Board, from time to time be necessary to adequately administer the affairs of the Master Association. Such officers are to hold office at the pleasure of the Board or until their successors are duly elected and qualified. Officers may be Directors. Officers and Directors must be Members of the Master Association except with respect to those who are elected by Declarant. Any individual may hold 2 or more corporate offices, except that the offices of President and Secretary-Treasurer may not be held by the same person. The officers shall have such duties as may be specified by the Board or the By-Laws of the Master Association. Vacancies occurring on the Board and among the officers shall be filled in the manner prescribed by the By-Laws of the Master Association.

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

ARTICLE VI. OFFICERS

The names of the officers who are currently serving until their successors are elected under the provisions of these Amended and Restated Articles of Incorporation and the Amended and Restated By-Laws are the following:

David Caldwell	President
Rhonda Brewer	Vice President
Barry Ernst	Secretary-Treasurer

ARTICLE VII. BOARD OF DIRECTORS

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

David Caldwell	24301 Walden Center Drive Bonita Springs, Florida 34134
Rhonda Brewer	24301 Walden Center Drive Bonita Springs, Florida 34134
Barry Ernst	24301 Walden Center Drive Bonita Springs, Florida 34134

ARTICLE VIII. AMENDED AND RESTATED BY-LAWS

The Amended and Restated By-Laws of the Master Association have been adopted by the current Board of Directors, as named in Article VII above. Hereinafter, the By-Laws may be altered, amended, or rescinded only in the manner provided in the By-Laws.

ARTICLE IX. AMENDMENTS

Prior to Transfer of Control, amendments to these Amended and Restated Articles of Incorporation shall be adopted by the Board of Directors without any requirement or necessity for a vote of the Master Association membership or for consent by any party, except as may be otherwise specifically required herein or by applicable law. Subsequent to Transfer of Control, amendments to these Amended and Restated Articles of Incorporation shall be made in the following manner:

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

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

(c) At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of (1) a majority of the votes of the Class A Members, (2) the Class B Member, and (3) the Class C Member.

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

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

ARTICLE X. REGISTERED OFFICE AND AGENT

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

Vivien N. Hastings
24301 Walden Center Drive
Bonita Springs, Florida 34134

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

CERTIFICATE OF AMENDMENT

Pursuant to Section 617.1007, Florida Statutes, the undersigned certifies that these Amended and Restated Articles of Incorporation of Portico Master Property Owners Association, Inc. (1) were approved by the directors on January 12, 2017, and (2) the number of votes cast by the Members of the Association for such amendments was sufficient for approval, all in accordance with the requirements of the original Articles of Incorporation of Portico Master Property Owners Association, Inc.

Dated this 13th day of January, 2017.

WITNESSES:

Name: _____
Print Name: _____

Name: _____
Print Name: LEDIA METAJ

Portico Master Property Owners Association, Inc., a Florida not-for-profit corporation

By: _____
David Caldwell, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13th day of January, 2017, by David Caldwell, as President of Portico Master Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He ☑ is personally known to me or ☐ has provided _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

LEDIA METAJ
MY COMMISSION # FF 051796
EXPIRES: November 3, 2017
Bonded Thru Notary Public Underwriters

_____
(Signature)

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

_____
(Commission Number, if any)

ACKNOWLEDGEMENT OF DESIGNATION AS REGISTERED AGENT

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

_____
Vivien N. Hastings

Exhibit D

Amended and Restated By-Laws

AMENDED AND RESTATED BY-LAWS
OF
PORTICO MASTER PROPERTY OWNERS ASSOCIATION, INC., INC.
(A Corporation Not for Profit)

These are the Amended and Restated By-Laws of Portico Master Property Owners Association, Inc., hereinafter the "Master Association", a corporation not-for-profit organized under the laws of Florida for the purpose of operating Portico (the "Property") pursuant to Chapters 617 and Chapter 720, Florida Statutes.

ARTICLE I: Name and Location

The name of the corporation is **PORTICO MASTER PROPERTY OWNERS ASSOCIATION, INC.** (hereinafter referred to as the "Master Association"), and the office for the transaction of its affairs is 24301 Walden Center Drive, Bonita Springs, Florida 34134. Meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors (hereinafter referred to as the "Board").

ARTICLE II: Definitions

Unless the context expressly requires otherwise, the terms used herein shall have the meanings set forth in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Portico ("Master Declaration").

ARTICLE III: Meeting of Members

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

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

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

Section 4. **Notice of Special Meetings.** No business shall be transacted at any special meeting except as stated in the notice thereof. Notice of all special meetings shall be given by the secretary to Members of Record, or if the secretary shall fail to do so, by the president or Board, not less than 30 nor more than 60 days prior to the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the United States mail, postage prepaid within the prescribed time or, in lieu of mailing, delivered by hand to the Members shall suffice. The Secretary shall obtain and retain a written receipt of delivery of the post office certificate of mailing as proof that the notice was delivered or mailed.

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

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

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

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

Section 9. **Voting**.

(a) The Association has three classes of voting membership: Class A, Class B and Class C.

(b) So long as there is Class B membership, Class A Members are all Owners except Declarant. The Class B Member shall be Declarant. Upon termination of Class B membership, as provided by the Declaration, Class A Members are all Owners, including Declarant so long as such Declarant is an Owner.

(c) Class A Members shall be entitled to 1 vote per Lot owned, and there shall be only 1 vote per Lot. When Declarant becomes a Class A Member, Declarant shall have 1 vote for each Lot, Unit or Parcel still owned or to be constructed by Declarant within the Community.

(d) The vote of a Lot, Unit or Parcel may not be divided.

(e) The Class B Member shall be entitled to 9 votes for each Lot, Unit or Parcel owned by the Class B Member.

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

(g) The Class C Member shall be the Amenities Owner, and shall be entitled to five (5) votes.

(h) Electronic Voting. Electronic voting may occur in and for the Association under the terms and provisions of the following:

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

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

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

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

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

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

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

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

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

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

(1) authenticate the Member's identity;

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

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

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

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

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

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

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

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

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

ARTICLE IV: Directors

Section 1. **Board of Directors.** Until Transfer of Control of the Master Association from Declarant to the non-Declarant owners, the affairs of the Master Association shall be managed by a Board of 3 directors. A director must be a Member, except that the directors elected or appointed by the Class B Members need not be Members and may be the officers and/or employees of Declarant. Subsequent to Transfer of Control, the Board shall be comprised of not less than 3 directors and not more than 7 directors, such number to be determined by the Board from time to time. There shall be at all times a minimum of 3 directors.

Section 2. **Election of Directors.**

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

(b) The election of directors to be elected by the Class A Members shall be by ballot (unless dispensed by the unanimous vote consent of those Members eligible to vote in person or proxy) and shall be determined by a plurality of the Class A votes cast. There shall be no cumulative voting.

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

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

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

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

Section 3. **Term of Office.** Unless otherwise provided herein, the term of each director's service shall be one year and until his successor is duly elected and qualified or until he is removed in the manner provided elsewhere herein.

Section 4. **Composition of the Board of Directors; Eligibility.**

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

(b) Upon Transfer of Control, a simple majority of directors shall be elected for a term of office to end at the second subsequent annual meeting of the Members of the Master Association, and the remaining directors shall be elected for a term of office to end at the subsequent annual meeting of the Members of the Master Association. Following the initial election of non-Declarant Members,

subsequent elections to the Board shall be for a 2 year term of office, unless otherwise provided herein. All officers of a corporation or other entity owning a Lot, Unit or Parcel shall be deemed to be Members of the Master Association so as to qualify each to become a director hereof.

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

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

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

Section 5. **Notice of Board Meetings to Members.** Notices of all Board meetings must be posted in a conspicuous place in the Community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, notice of the Board meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member of Record listed in the membership book of the Master Association at the street, post office, or electronic mail address (as applicable) shown therein not less than 7 days prior to the meeting, except in an emergency. Evidence of compliance with this 7-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Master Association. A Member must consent in writing to receiving notice via electronic transmission.

Section 6. **Right of Members to Speak at Board Meetings.** Notwithstanding any provision to the contrary in the Master Association's governing documents or any rules adopted by the Board or by the membership, an Owner has the right to attend all Board meetings and to speak on any matter placed on the agenda by petition of the voting interests for at least 3 minutes. The Master Association may adopt written reasonable rules governing the frequency, duration, and other manner of Owner statements, which rules must be consistent with the provisions of the Act, and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Master Association's attorney (a) held for the purpose of discussing personnel matters, or (b) as otherwise specifically prescribed under the Act.

Section 7. **Annual Meetings.** The annual meeting of the Board may be held at such time and place as shall be determined by the directors, except that such annual directors' meeting shall be held as soon as practicable following the annual Members' meeting. If held at any time other than immediately following the annual Members' meeting, there shall be 3 days' notice given by the President personally or by mail, telephone or telegraph, which notice shall state the time and place of the meeting.

Section 8. **Meeting to Determine Assessments.** An Assessment may not be levied at a Board meeting unless a written notice of the meeting is provided to all Members of Record at least 14 days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered, or electronically transmitted to the Owners and posted conspicuously on the Common Property or broadcast on closed-circuit cable television not less than 14 days before the meeting.

Section 9. **Meeting to Determine Rules and Regulations.** Written notice of any meeting at which rules that regulate the use of Lots, Units and Parcels in the Community may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted to the Owners, and posted conspicuously on the Common Property or broadcast on closed-circuit cable television, not less than 14 days before the meeting. A written notice concerning changes to the rules that regulate the use of Lots, Units and Parcels in the Master Association must include a statement that changes to the rules regarding the use of Lots, Units and Parcels will be considered at the meeting.

Section 10. **Special Meetings.** Special meetings of the directors may be called by the president and must be called by the secretary at the written request of 2/3 of the directors. Not less than

3 days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 11. **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance at a meeting shall constitute a waiver of notice.

Section 12. **Quorum and Voting.** A quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of directors shall constitute the acts of the Board except when approval by a greater number of directors is required by the Master Declaration, the Articles of Incorporation, these By-Laws, or the laws of the State of Florida.

Section 13. **Adjourned Meetings.** If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. **Joinder in Meeting by Approval of Minutes.** The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

Section 15. **Petition by Members to Board to Address an Item of Business.** If twenty (20) percent of the total voting interests in the Master Association petition the Board to address an item of business, the Board shall, at its next regular Board meeting or at a special meeting, but not later than 60 days after the receipt of the petition, consider the petitioned item. Written notice of the meeting shall be provided to all Members of Record at least 14 days before the meeting. Such notice shall include an agenda of items to be considered. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

Section 16. **Presiding Officer and Secretary for Meetings.** The presiding officer of the directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The secretary of the Master Association shall be the secretary for meetings of the directors, unless absent, in which case the directors shall designate one of their members to act as secretary for the meeting.

Section 17. **Compensation.** No director shall receive compensation for any service he may render to the Master Association as director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, and this provision shall not preclude a person who is also a director to receive compensation in exchange for other services rendered to or on behalf of the Master Association in a capacity other than director.

Section 18. **Committees.** The Board may from time to time appoint such committees and delegate such duties and powers thereto as it may deem advisable.

Section 19. **Attendance by Telephone.** Any member or members of the Board shall be deemed present and voting at a meeting of such Board if said member or members participate in the meeting by means of a conference telephone or similar communications equipment or device enabling all persons participating in the meeting to hear each other.

Section 20. **Action Without Meeting.** Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent to the action signed by all the members of the Board is filed with the minutes of the proceedings of the Board.

Section 21. **Powers.** The Board shall have the powers set forth in the Master Declaration and the Florida Not-For-Profit Corporation Act, including but not limited to the power to:

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

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

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

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

Section 22. **Duties.** It shall be the duty of the Board to:

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

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

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

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

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

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

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

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

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

Section 23. **Certification by Directors.** Each director shall be required to provide the certification required under Section 720.3033 of the Act.

ARTICLE V: Officers

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

Section 2. **Executive Officers.** The executive officers of the Master Association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer-secretary and other officers as shall be elected by the Board. Except as provided in Section 1 of this Article, such officers shall be elected annually by the Board. Officers need not be Owners, and the officers and employees of Declarant may be officers of the Master Association. The Board from time to time may elect such assistant or other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Master Association. Each officer shall serve until a qualified successor is elected by the Board. The Board, by a 2/3 affirmative vote, from time to time may remove an officer with or without cause and fill such vacancy so created.

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

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

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

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

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

ARTICLE VI: Fiscal Management

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

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

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

Section 4. **Assessments.** As more fully provided in the Master Declaration, each Member is obligated to pay to the Master Association certain Assessments which are secured by a continuing lien upon the property against which the particular Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 15% per annum, or such other rate as may be, from time to time, established by the Board; provided, however, that such rate shall not exceed the maximum rate allowed by the law not constituting usury. The Master Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the particular Lot or Parcel, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein.

Section 5. **General Assessments.** The Board shall adopt the General Assessments as provided for in Exhibit E to the Master Declaration. The General Assessments contained in such Exhibit

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

Section 6. **Other Assessments.**

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

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

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

ARTICLE VII: Amendments

Prior to Transfer of Control, amendments to these By-Laws shall be adopted by the Board of Directors without any requirement or necessity for a vote of the Association membership or for consent by any party, except as may be otherwise specifically required herein or by applicable law. Subsequent to Transfer of Control, amendments to these By-Laws shall occur upon the affirmative vote of 2/3 of the Board, and after notice to the Members, by a majority of the total eligible Class A voting interests in the Master Association, and the unanimous votes of the Class B Members and the Class C Member. Notwithstanding the foregoing, (a) no amendment to the By-Laws shall be valid which affects any of the rights and privileges provided to Declarant without the written consent of Declarant as long as Declarant shall own any Lot, Unit or Parcel in the Community, and (b) no amendment which will affect any aspect of the Surface Water Drainage and Management System shall be effective without the prior written approval of SFWMD.

ARTICLE VIII: Miscellaneous

Section 1. The fiscal year of the Master Association shall be the calendar year.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control. In the case of any conflict between the Master Declaration and these By-Laws, the Master Declaration shall control.

Section 3. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

Exhibit E

Types of Assessments and Basis for Calculation

NOTE: All defined terms contained in this exhibit shall have the meaning set forth in the Master Declaration to which this exhibit is attached.

Types of Assessments. The Master Association shall have the power to levy the following types of Assessments and in the following manner:

1. General Assessments. The "General Assessments" shall be levied against all portions of the Property subject to the Master Declaration to raise funds necessary to pay expenses that apply to all of the Owners thereof in whole or in part. The General Assessment shall be levied based upon the Annual Budget. The General Assessment shall pertain to the general Common Expenses, including, but not limited to, the costs associated with maintenance and repair (including reserves for capital improvements and deferred maintenance, if and to the extent determined appropriate by the Board in its sole discretion) of the Common Property (including specifically all Master Association private roadways, which will be deemed to include all paved surfaces as well as bricks, pavers and other decorative features located at the entrance to the Community, whether or not within the Property, and other roadways maintained by the Master Association), the Community Entry Features, landscape areas located in the vicinity of the entrance to the Community (whether or not physically contained within the boundaries of the Community), and general, office, administration and management costs of operation of the Master Association (such as, but not limited to, accounting and legal fees, office supplies, telephone services, management services, payment of salaries and benefits, employment and labor costs, worker's compensation insurance, registration and filing fees, and casualty and other insurance costs).

In order to collect the general Common Expenses contained in the Annual Budget, General Assessments shall be levied against the Lots, Units and Parcels on a pro rata basis. General Assessments shall be assessed on an annual basis and payable in quarterly installments or in such other manner and time frame as determined by the Board in its sole discretion and from time to time. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that certain general costs of the Master Association may not wholly pertain to all portions of the Property but that it would be virtually impossible to calculate the apportioned share among the various Assessment classifications, and as such these costs shall be borne as part of the General Assessments.

All expenses to be covered by the General Assessments shall be allocated in the following manner: (i) the Amenities Owner shall pay $2,000.00 as a General Assessment, which shall be due and payable within 30 days of commencement of the fiscal year (which shall be the sole amount to be paid by the Amenities Owner under the Declaration; such amount shall be increased by an amount not to exceed 3% above the prior fiscal year's amount, and any other change to the amounts to be paid by the Amenities Owner shall not be effective without the prior written consent of the Amenities Owner), and (ii) the collective Owners of the Lots, Units and Parcels shall pay all expenses to be covered by the General Assessments which exceed the $2,000.00 payment by the Amenities Owner (each Lot, Unit or Parcel shall be equally assessed, as the General Assessment, a pro rata share of such amounts, which shall be assessed on an annual basis and payable in quarterly installments or in the manner and time frame determined by the Board in its sole discretion).

2. Neighborhood Assessments. The "Neighborhood Assessments" shall be levied against the Lots in a Neighborhood subject to the Master Declaration to raise funds necessary to pay expenses that apply equally to all of the Owners of the Lots, Units and Parcels contained within such Neighborhood. By way of example, and without limitation, such expenses would include the costs associated with maintenance and repair (including reserves for capital improvements and deferred maintenance, if and to the extent determined appropriate by the Board in its sole discretion) of one or more portions of the Common Property that specifically pertain to such Lots, Units or Parcels. Such areas may include, but shall not necessarily be limited to, (a) signage and other beautification features designating or otherwise specifically benefiting a Neighborhood, (b) landscaping installations beyond base landscaping, and (c) the Boundary Walls; provided, however, that in any and all circumstances, the Board shall have all right, power and authority to determine what areas are in fact particular to a Neighborhood and for which a Neighborhood Assessment should be levied. All Neighborhood Assessments shall be assessed on an

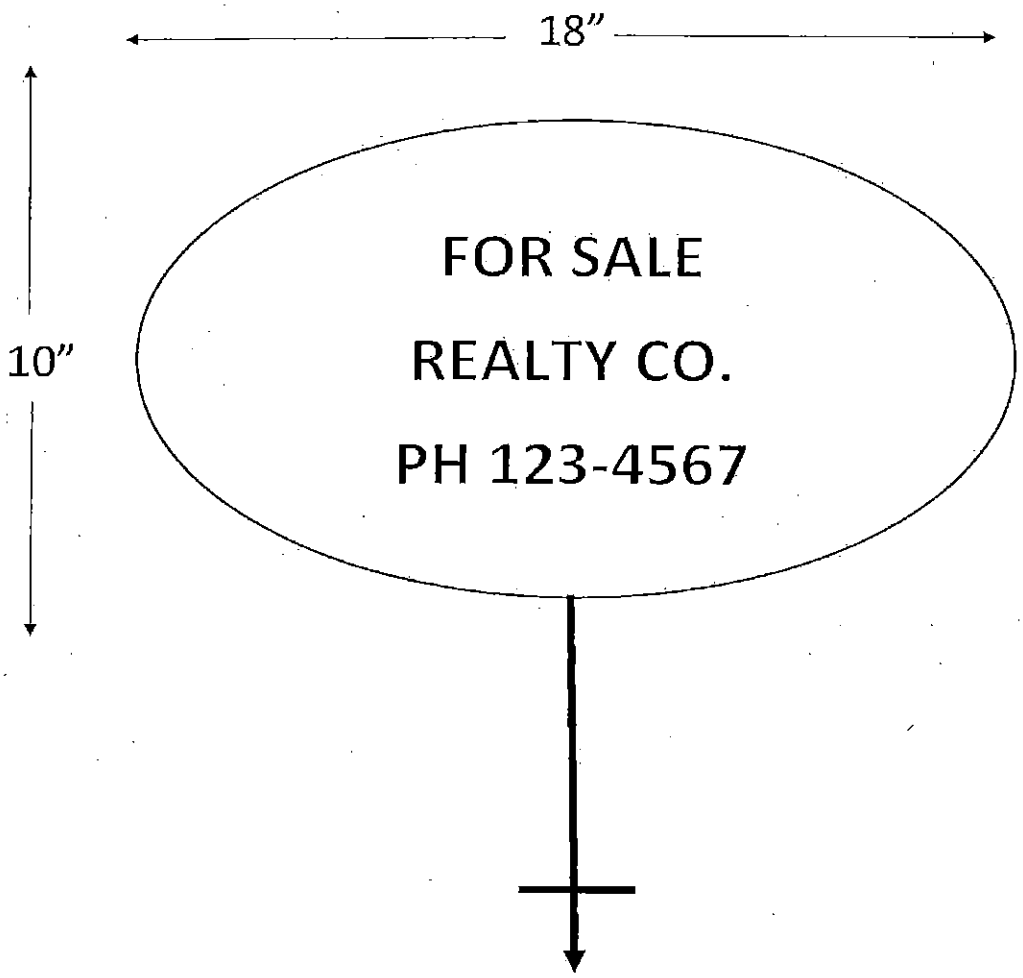
annual basis and payable in quarterly installments or in such other manner and time frame as determined by the Board in its sole discretion and from time to time. Each Owner, by virtue of taking title to a Lot, Unit or Parcel, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that there may be specific costs of the Master Association that should be allocated to a Neighborhood, that such costs should be borne as part of the Neighborhood Assessments, and that the Board has all right, power and authority, from time to time, to determine which Lots, Units or Parcels constitute a Neighborhood for purpose of levying Neighborhood Assessments.

3. Special Assessments. In addition to the General Assessments and the Neighborhood Assessments, the Master Association may levy against each Owner, in accordance with the allocation procedures set forth in this Exhibit and the Master Declaration, in any fiscal year a special assessment ("Special Assessment") applicable to that year for capital improvements, extraordinary maintenance, repairs, or for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the costs and expenses pertaining to the particular Annual Budget items for which the General Assessments or the Neighborhood Assessments were levied. Prior to Transfer of Control, Special Assessments may only be levied if a majority of the Owners other than Declarant has approved the Special Assessment by a majority vote at a duly called special meeting of the Master Association's membership at which a quorum is present.

4. Specific Assessments. All accrued liquidated indebtedness of any Owner arising under any provision of the Master Declaration may be levied by the Master Association as a specific assessment ("Specific Assessment") against such Owner after such Owner fails to pay such indebtedness when due and such default continues for 30 days after written notice; provided, however, that no Specific Assessment shall be levied in connection with a fine of less than $1,000 levied by the Master Association pursuant to the Act. By way of example, a Specific Assessment may be levied against an Owner where the Master Association has performed maintenance as a result of failure of an Owner to do so. In addition, a Specific Assessment shall also be levied for charges directly attributable to a particular Owner.

Exhibit F

Approved Concept of Signage under Section 6.26.2



10” x 18” Wood or Metal sign (Dark Green Background w/White Letters and Border) mounted to metal step stake