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COMMUNITY DECLARATION FOR SUN CITY CENTER FT. MYERS

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NOTICE: As provided in Section 24.4 of this Declaration, each Owner, by virtue of taking title to a Home or Parcel, hereby agrees that the deed of conveyance of the Home or Parcel to a third party shall specifically state that the Home 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 Homes or Parcels.

THIS COMMUNITY DECLARATION FOR SUN CITY CENTER FT. MYERS ("Declaration") is made by Bay Colony-Gateway, Inc., a Delaware corporation.

WITNESSETH:

WHEREAS, Bay Colony-Gateway, Inc. is the Declarant (defined in Article 2 hereof) and is the developer of a master planned development commonly known as Sun City Center Ft. Myers ("Community"), within which there may be developed over time one or more single family subdivisions, condominiums, multi-family structures or developments, various other facilities and improvements of a residential or commercial nature, and the supporting infrastructure in accordance with the master plan and the respective approved site plans; 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, Declarant has incorporated under the laws of the State of Florida, as a non-profit corporation, Sun City Center Ft. Myers Community Association, Inc., for the purpose of exercising the functions, responsibilities, duties and other actions contemplated herein;

NOW, THEREFORE, the foregoing recitals are hereby incorporated as if fully set forth hereinafter, and 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.

ARTICLE 1: DEFINITIONS

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

1.1 "ACC" means the architectural control committee of the Community Association, as established in Article 9 hereof.

1.2 "Articles" means the Articles of Incorporation of the Community Association, as may be amended from time to time. A copy of the original Articles as filed with the State of Florida Department of State is attached hereto as Exhibit D.

1.3 "Assessment" or "Assessments" means those charges and obligations set forth in Article 17 hereof, including residential assessments, commercial assessments, special assessments and specific assessments.

1.4 "Authorized User" means the tenants, guests and invitees of a Homeowner.

1.5 "Benefited Parties" means Declarant, Community 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.

1.6 "Board of Directors" or "Board" means the board of directors of the Community Association.

1.7 "By-Laws" means the By-Laws of the Community Association, as may be amended from time to time. A copy of the original By-Laws is attached hereto as Exhibit E.

1.8 "CDD" or "Community Development District" means the Gateway Services District, a community development district organized and existing pursuant to the authority of Chapter 190, Florida Statutes, and which may acquire, fund, construct, operate and maintain certain infrastructure and community services within or outside the Property.

1.9 "City" means the City of Fort Myers, Florida.

1.10 "Commercial Owner" means any Person who from time to time holds record fee simple title to a Commercial Parcel. If more than one Person holds such title as to a single Commercial Parcel, all such Persons are Commercial Owners, jointly and severally. Declarant is and shall be a Commercial Owner with respect to any Commercial Parcel from time to time owned by Declarant.

1.11 "Commercial Parcel" means a portion of the Commercial Property.

1.12 "Commercial Property" means that portion of the Property intended for commercial development identified on Exhibit C.

1.13 "Common Property" or "Common Properties" means (i) any property now or hereafter owned or leased by the Community Association, (ii) any property maintained by the Community 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 Declaration or in any amendment or supplement to this Declaration, (v) any portion of the Property designated as Common Property of the Community 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 ("Plat"), (vi) any property now or hereafter owned by Declarant, but maintained by the Community Association, (vii) any property now or hereafter owned by CDD, but maintained by the Community Association, (viii) all buffer zones or other areas located on the Property which may be required to be maintained by the Community Association pursuant to any applicable development order, permit or approval from any governmental entity with authority over the Property, (ix) any personal property acquired by the Community Association if said property is designated as "Common Property" by the Community Association or Declarant to be Common Property, and (x) if acquired pursuant to the terms and provisions of Section 9.20 of the Town Center Declaration, the Town Center (as defined hereinafter). "Common Property" shall also include, but shall not be limited to, (a) landscaping, signage and recreational, (b) any lake areas for which the Community Association has maintenance responsibility and for which the costs thereof shall be shared by the Owners and certain owners of adjacent real property pursuant to separate agreement, (b) all portions of the surface water management system (including dedicated lake tracts, lake maintenance or drainage easements, and corresponding infrastructure), and (c) utility easements or tracts for corresponding sewer or potable water. Any land or personal property leased by the Community Association shall lose its character as Common Property upon the expiration of such lease. Common Property shall not include any common elements of any condominium or common areas or properties of any subdivision developed on the Property.

1.14 "Community" or "Development" or "Sun City Center Ft. Myers" or "Sun City Center Ft. Myers Development" means the master planned community development project known as Sun City Center Ft. Myers.

1.15 "Community Association" means the Sun City Center Ft. Myers Community 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 the Community pursuant to this Declaration.

1.16 "Community Entry Features" means the signage and associated landscaping and other improvements to be placed at or near the one or more entrances to the Community for the purpose of identifying and beautifying such entryway. One of those entrances is adjacent to the intersection of Colonial Boulevard and Treeline Boulevard. The Community Entry Features will be placed in such location and elsewhere along the median and parkways within the Colonial Boulevard and Treeline Boulevard rights-of-way from time to time, or on Common Property or elsewhere on or off the Property at or near the entrance to the Community. The Community Entry Features specifically do not include signage and entry features of the entrance facility to the residential portion of the Community located on Sun City Center Boulevard, which facilities shall be owned by the CDD and are not subject to assessment under this Declaration.

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

1.18 "County" means Lee County, Florida.

1.19 "Declarant" means initially Bay Colony-Gateway, Inc. a Delaware corporation ("BCG"), 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 Home or Parcel; provided, however, a subsequent owner of a portion of the Property may be specifically assigned a portion of the rights held by BCG as Declarant hereunder and such assignee shall be deemed a Declarant but limited to only exercise such rights of Declarant as BCG 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 BCG 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 BCG (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 BCG as Declarant hereunder (and its successors or assignee of full Declarant's rights) shall be controlling.

1.20 "Declaration" means this Declaration, as may be amended and supplemented from time to time.

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

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

1.23 "Home" means any subdivided portion of the Residential Property on which a residential dwelling has been completed and a certificate of occupancy has been issued, and which has been conveyed to a Person other than Declarant. Such subdivided portion shall normally consist of a Lot or a Unit.

1.24 "Homeowner" means the Owner of a Home. If more than one Person holds title to a single Home, all such Persons are Owners, jointly and severally.

1.25 "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.

1.26 "Limited Common Property" or "Limited Common Properties" means Common Property which shall be limited and reserved exclusively to the use and enjoyment thereof by only certain Benefited Parties as designated herein or by the Community Association. For purposes of the provisions of this Declaration, Limited Common Property shall be included within the meaning of Common Property unless otherwise stated.

1.27 "Lot" means a subdivided lot created by plat and designed for residential use through construction of a Home thereon.

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

1.29 "Neighborhood" means and refers to each portion of the Residential Property in which Owners may have common interests other than those common to all Members, such as a common theme, entry feature, development name and/or common areas and facilities which are not available for use by all Members. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Association having jurisdiction over the property within the Neighborhood. Every Lot and Unit shall be part of a Neighborhood. A Neighborhood shall be deemed to be those Lots and Units subject to a single Neighborhood Declaration.

1.30 "Neighborhood Association" means a corporation, other than the Community Association, which has been or shall be formed pursuant to and in accordance with certain deed restrictions, or declarations of covenants, conditions and restrictions, or declarations 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 deed restrictions or declarations. For purposes of this Declaration, any portion of the Property affected by any such deed restrictions or declaration shall be deemed to be operated by and subject to the jurisdiction of such Neighborhood Association; provided, however, that such portion of the Property shall simultaneously remain subject to the jurisdiction of the Community Association to the extent applicable pursuant to this Declaration.

1.31 "Neighborhood Declaration" means any deed restrictions or declaration of covenants, conditions and restrictions, or declaration of condominium establishing a Neighborhood Association affecting a portion of the Property. For purposes hereof, this Declaration shall not be deemed in any manner to be a Neighborhood Declaration.

1.32 "Owner" means any Person who from time to time holds record fee simple title to any Commercial Parcel or Residential Parcel or any part thereof. "Owner" shall include a Homeowner and each other Residential Owner and a Commercial Owner, including Declarant as to any Residential Parcel or Commercial Parcel it owns. A builder who holds title to a Home or a Parcel during any period of construction shall be considered an Owner.

1.33 "Parcel" means those portions of the Property designated by Declarant for residential or commercial development, which shall be respectively referred to as Residential Parcels and Commercial Parcels.

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

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

1.36 "Residential Owner" means any person who is the Owner of a Residential Parcel, including a Homeowner as the Owner of a Home.

1.37 "Residential Parcel" means a portion of the Residential Property anticipated to be developed or has been developed as single family detached homes, zero lot-line detached single family homes, duplexes or other multi-family structures, townhouses, multi-story dwellings and Units. A Lot and a Unit existing pursuant to a Neighborhood Declaration is a Residential Parcel but also is referred to

herein as a Home once construction of the dwelling unit is complete, a certificate of occupancy has been issued and it has been conveyed to a Person other than Declarant.

1.38 "Residential Property" means all of the Property excluding the Commercial Property.

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

1.40 "Town Center Declaration" means the Town Center Declaration for Sun City Center Ft. Myers as recorded in Official Records Book 3535, Page 4494 public records of the County, and as may be amended from time to time.

1.41 "Turnover" shall mean that date following conversion of Class "B" votes to Class "A" votes upon which Declarant transfers majority control of the Board as provided in Article 15 hereof.

1.42 "Unit" means a condominium unit.

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 Declaration is located within the County, and is more particularly described in the descriptions attached hereto as Exhibit A and Exhibit C 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 13 hereof.

2.2 General Plan of Development. The Community, which is a mixed-use, age-restricted community including a variety of residential and commercial uses, together with certain recreational and other ancillary facilities, some of which are open only to Owners and Authorized Users and some of which are open to the public at large. Residential uses with the Community are age-restricted pursuant to the terms of Article 5 hereof. As the Community is progressively developed, the Property to which this Declaration shall apply shall also progressively increase in land area. The Community is presently contemplated to contain approximately 2,500 residential Homes, more or less, and approximately 57 acres of Commercial Property. Each Owner, by virtue of taking title to a portion of the Property, consents and understands that the foregoing estimate of the number of Homes within the Community is only an estimate. Declarant shall have the right, authority and power, in its sole discretion, to create more or less Homes and additional commercial development in the Community from time to time.

The general plan of development for the Community includes a 27 hole golf course and related golf clubhouse facilities (collectively, the "Golf Club"). The Golf Club is not subject to the terms of this Declaration, except as otherwise specifically provided herein. The Golf Club is located in close proximity to the Property. Membership in the Community Association does not include membership in the Golf Club. The facilities of the Golf Club shall be owned by Declarant or another entity, and the Golf Club is presently contemplated by Declarant to be open for use by the general public as well as by the Owners; provided, however, that Declarant reserves the right, in its sole discretion, to restrict usage to the Owners or other specified individuals. One of the effects of establishing the Golf Club as being open for general public use and located within a residential community may be to increase the number of persons using the roads and the parking facilities of the Community. Declarant hereby reserves unto itself 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 Golf Club.

The general plan of development for the Community also includes a community center (the "Town Center"). The Town Center is not subject to this Declaration, except as otherwise specifically provided herein. The Town Center is located in close proximity to the Property. The facilities of the Town Center shall be owned by Declarant or some other entity (disclosure is hereby given that there is an option for the Community Association to purchase the Town Center pursuant to Section 9.20 of the Town Center Declaration), and every Homeowner shall be permitted to utilize the Town Center facilities and shall be obligated to pay for such usage pursuant to the Town Center Declaration. It should be noted that Declarant has the right, in its sole discretion, to permit individuals other than Owners to utilize the Town Center, as provided further in the Town Center Declaration. Membership in the Community Association does not include any rights of use of the Town Center. The use of the Town Center may result in an

increase in the number of persons using the roads and the parking facilities of the Community. Declarant hereby reserves unto itself 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 Town Center. The owner of the Town Center shall have the right to provide from time to time rules and regulations governing the use and operation of the Town Center. As a means of simplifying payment of dues by Owners, the Community Association shall be permitted to collect monies due and owing to Declarant or its successor under the Town Center Declaration, provided that a contractual arrangement is entered into between Declarant or its successor and the Community Association which specifies the terms and provisions for such collection (and such agreement shall specifically provide that the Community Association shall have no obligation to enforce collection of such monies and is only collecting Town Center Declaration monies 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 kind of Parcels, Homes, Units, Lots, amenities or other features of the Community, including all aspects of the Commercial Property.

2.4 Long Term Development. Some areas of Sun City Center Ft. Myers 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 Sun City Center Ft. Myers. 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 Sun City Center Ft. Myers.

ARTICLE 3: COMMUNITY DEVELOPMENT DISTRICT

3.1 CDD Jurisdiction. The Community is located within the boundaries of and is subject to the jurisdiction of the CDD. The CDD will provide certain community infrastructure facilities and services, as well as additional facilities and services for the benefit and enhancement of the Community, 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 3 refers to assessments as defined in Chapter 190, Florida Statutes, and not the "Assessments" defined in this Declaration. 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 Community, which could include, without limitation, roads, landscape and buffer areas including but not limited to the entranceways, access control gates, recreational and cultural facilities, lakes, conservation areas, potable water transmission mains, sewage collection mains, reclaimed water distribution mains and irrigation facilities, and water management and control lands within the CDD, 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 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.

3.2 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. Repayment of any such bond may be funded by non-ad valorem assessments on all non-exempt property within the CDD, 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 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 services delineated in this 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, and each Parcel of the Property within the CDD has been pledged as collateral security for this obligation.

3.3 Operation and Maintenance Agreements. The CDD may enter into one or more agreements with Declarant and/or the Community Association which will require Declarant and/or the Community Association to perform some, if not all of the duties of the CDD relating to the operation and maintenance of the CDD facilities and their general aesthetic condition within the Community, and in so doing, to enforce standards established by this Declaration which may be above those applicable to the CDD's properties generally.

3.4 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 WITHIN THE CDD. THE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE CDD AND ARE SET ANNUALLY BY A GOVERNING BOARD OF SUPERVISORS OF THE CDD. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO THE CITY, 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.

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

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

3.7 Board of Supervisors. The functions, duties and powers of the CDD shall be managed and exercised by a Board of Supervisors consisting of 5 supervisors.

3.8 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 Declaration.

3.9 Irrigation System.

3.9.1 Installation and Operation. Declarant shall install and the Community Association shall own and operate an underground irrigation distribution system which will provide landscape

irrigation to all Homes, CDD property, Common Property and Neighborhood properties, common areas and common elements, as well as all other portions of the Community, including Commercial Parcels. All lines and facilities shall be constructed to the boundaries of the applicable residential or commercial property (as the case may be), and the Community Association shall maintain all portions of the underground irrigation distribution system and the lake which is the source of the waters as are contained on or within the Common Property or which are contained within the rights-of-way of Sun City Center Boulevard and all roadways owned by the CDD from time to time. Declarant will install the irrigation distribution system within each subdivision, condominium or other Parcel being developed. A Neighborhood Association (with regard to the Residential Parcels) or the Owner of a Commercial Parcel (as the case may be) shall be solely responsible for maintaining all lines and facilities located solely within the boundaries of a Neighborhood for which the Neighborhood Association has an obligation to maintain or the Commercial Parcel (as the case may be). Irrigation systems within Neighborhoods or Commercial Parcels shall be maintained and operated in accordance with the Community Wide Standards. The Community Association shall charge the Neighborhood Association and the Owner of a Commercial Parcel for the costs of irrigation water usage, maintenance of the lines and facilities owned by the Community Association, reserves for future repair and/or replacement, and related costs and fees, as provided hereinafter. The Community Association, in order to ensure that all portions of the Community may have water for irrigation purposes, specifically reserves the right to control in its sole discretion the amount of irrigation water delivered to a particular Neighborhood or Commercial Parcel.

3.9.2 Irrigation System Easement. A perpetual, non-exclusive easement is hereby granted to the Community 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.

3.9.3 Irrigation Service. In its sole discretion, the Community Association shall develop an irrigation schedule for water recipients and shall be the sole determinant of the timing and frequency of irrigation. For irrigation service provided by the Community Association, the Community Association may, allocate the costs of irrigation as part of its operation and maintenance assessment, or may charge each Neighborhood Association or Owner of a Commercial Parcel either (a) a flat fee or a metered charge per 1,000 gallons, or (b) an amount based upon a percentage formula of the amount of water used by a particular area as compared to the total amount of water used for irrigation purposes. Charges levied by the Community Association shall be calculated by the Community Association to cover all operation, maintenance and capital replacement costs of the irrigation system. The Community Association shall not be liable to any Owner for any interruption in irrigation service, the quality of irrigation water, the source of irrigation water or any damage to the landscaping or sod on a Lot or Unit or Neighborhood common area caused by providing or not providing irrigation service. Every Owner, by virtue of taking title to a portion of the Property, shall indemnify, defend and hold harmless the Community 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 Community 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 or Unit, including without limitation property damage, personal injury or claims for inconvenience.

3.9.4 Source of Water. All Owners and Neighborhood Associations acknowledge that irrigation water provided by the community associations, if any, will not be potable water, but will be reused water or surface water from lakes which are recharged from underground wells. The surface water drainage and management system is provided for in Article 12 hereof. Further, Declarant and the Community Association reserve the right to utilize effluent in whole or in part for the purposes of irrigation under this Section.

3.9.5 Wells. No well shall be permitted on any portion of the Residential Property for purposes of providing water either for personal usage or for irrigation; provided, however, that Declarant and the Community Association shall be permitted to install and maintain wells on the Property as they determine from time to time.

ARTICLE 4: COMMON PROPERTY

4.1 Appurtenances. The benefit of all rights and easements granted by this 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 Benefitted 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 Community Association as Common Property, and the Community Association shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the County. Notwithstanding the foregoing, Declarant shall not have the obligation to develop and/or convey any portion of the Property to the Community Association as Common Property, and if Declarant desires to convey any portion of the Property to the Community 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 Community Association as Common Property, but the Community Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the Community Association, unless the Board expressly accepts the conveyance by having an officer of the Community 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 Community Association shall be held by the Community Association, excepting the Limited Common Property, for the use and benefit of the Community Association, the Benefitted Parties, and any other Persons authorized to use the Common Property or any portion thereof by Declarant or the Community Association. All Common Property shall be used for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this Declaration, subject to 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 Community Association, and subject to any rules and regulations adopted by the Community Association. The Community Association may restrict use of any Common Property when the nature of such property is not intended for the use of some of the Benefitted 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, excluding the Limited Common Property, is hereby created in favor of all Benefitted Parties, appurtenant to the title to their portion of the Property, subject to any rules and regulations promulgated by the Community Association. In addition, (a) 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, and (b) 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 Community 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 Use and Benefit of Limited Common Property. The use and benefit of Limited Common Property shall be reserved exclusively to those Benefitted Parties specified.

4.6 Additions, Alterations or Improvements.

4.6.1 On or before Turnover, the Community Association shall have the right to make additions, 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, alterations or improvements to the Common Property, or the purchase of any personal property, shall be a common expense.

4.6.2 Subsequent to Turnover, the Community 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 Community 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 in effect at the time the addition, alteration, improvement or purchase is contemplated by the Community 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 Community 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.

4.6.3 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 as may be desired by Declarant in its sole discretion from time to time, at Declarant's expense.

4.7 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 or quasi-governmental agency or private or public utility company. Declarant also shall have the right to direct the Community Association to likewise dedicate, grant or convey any Common Property, or any interest or easement in any Common Property, owned by the Community Association whereupon the Community 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 Community 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 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 Declaration.

4.8 Community 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:

4.8.1 The right of the Community Association to limit the use of the Common Properties or to further limit the use of the Limited Common Property.

4.8.2 The right of the Community 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 Declaration.

4.8.3 The right of the Community Association to dedicate or transfer all or any part of the Common Property owned by the Community Association to any governmental body, quasi-governmental body, public agency, authority or 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 Class A votes and all of the Class B votes agree to such dedication or transfer; provided, however, that this paragraph shall not preclude (a) the Community Association, on or before Turnover pursuant to Section 4.7 hereof, from dedicating or transferring all or any portion of the Common Property owned by the Community 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.

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

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

4.9 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 Community Association.

4.10 Lease and Operation. Declarant, and after Declarant no longer owns any portion of the Property, the Community Association, shall have the right to enter into agreements for the lease, or operation of the Common Property, whether or not for profit.

4.11 Maintenance Agreements. Declarant, and after Declarant no longer owns any portion of the Property, the Community Association, shall have the right to enter into agreements for lease, use, license, maintenance or easement with any governmental or quasi-governmental agency or private or public utility company in order to obligate the Community Association to maintain and/or upkeep certain real property not owned by Declarant or the Community 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. The provision is intended to apply, inter alia, to the arrangements regarding the Community Entry Features and any of the Property owned by the CDD for which the Community Association enters in an agreement for the maintenance and/or operation thereof. All expenses to the Association, including expenses incurred by the Community Association to provide an additional level of maintenance quality or quantity above the level which may be funded by the CDD, shall be common expenses of the Community Association. Additionally, all maintenance activities undertaken by the Community Association pursuant to maintenance agreements with the CDD shall be common expenses of the Community Association and shall be allocated pursuant to the assessment structure provided hereinafter.

4.12 Mortgage and Sale of Common Property. Unless in connection with a specific provision of this Declaration, the Community Association shall not abandon, partition, subdivide, encumber, sell or transfer any Common Property owned by the Community Association without the approval of at least 67% of the total Class A votes 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: AGE RESTRICTIONS

5.1 Age Restrictions. The Residential Property of the Community is an age-restricted community. Each Home, if occupied, shall be occupied by at least one person 55 years of age or older (hereinafter referred to as the "Community Age Restriction"); provided, however, that upon written petition, the Board of Directors may grant a waiver of this restriction only to persons at least 50 years of age (based upon birthdate) but no greater than 55 years of age (based upon birthdate) if at least one person 50 years of age or older will occupy the Home that is the subject of the petition and the result of such waiver would result in at least 80% of all the Homes in the Community being occupied by persons 55 years of age or older. The Board of Directors may grant such waiver for a limited time period and upon such terms and conditions as deemed necessary by the Board of Directors to protect the age-restricted character of the Community. No children under the age of 18 years of age shall occupy any Home; provided, however, that such children may visit and temporarily occupy such Home for periods not to exceed 30 days in any calendar year. The Community Age Restriction shall be controlling over any provision contained in a Neighborhood Declaration pertaining to age (except in the case of a more restrictive provision which is permitted under applicable law, in which event the more restrictive provision shall control), but in any event the Community Association shall be the sole entity charged with overseeing compliance with all age restriction matters in the Community.

Notwithstanding anything herein to the contrary, the Community Association shall have the power and authority to implement whatever rules, policies and procedures are necessary to permit the housing facilities and Neighborhoods within the Property to comply with applicable provisions of the Fair Housing Act relating to an age-restricted community. These rules, policies and procedures include, but are not limited to, occupant age verification and periodic occupant surveys.

5.2 Declarant Amendment Rights. In order to preserve the age-restricted nature of the Community served by this Declaration and maintain an exemption from the applicable age discrimination provisions of the Fair Housing Act Amendments of 1988 or any similar federal, state, or local law regulation dealing with age discrimination, Declarant, as long as it owns any Parcel in the Community, shall have the power to amend, from time to time, the Community Age Restriction and/or the terms and provisions of this Article unilaterally and without the consent of the Owners or any other party.

5.3 Other Amendment Rights. Separate and apart from the foregoing, the Community Age Restriction and/or the terms and provisions of this Article may only be amended or rescinded by consent of 100% of the Class A members (save and except for modifications to comply with changes to applicable federal or state law pertaining to age-restricted communities, which modifications shall require a vote of a majority of the total voting interests in the Association). Notwithstanding the foregoing, no such amendment shall be effective without the prior written consent of Declarant for so long as Declarant owns any Parcel in the Community.

5.4 Coordination with Age Restrictions in the Various Neighborhood Declarations. Declarant, for so long as it owns any Parcel in the Community, and thereafter the Community Association, exclusively reserve any and all rights to coordinate enforcement of the Community Age Restrictions and age restrictions that may be contained within any Neighborhood Declaration.

5.5 Additional Provisions.

5.5.1 Prior to the lease or resale of any Unit, the Board of Directors shall review the signed lease or contract for purchase and sale to ensure that each document includes, either as part of the document or incorporated into the document as an exhibit or addendum, the following self-certification statement signed under oath by an adult intending to occupy the Home:

I, _____, do solemnly swear under full penalty of perjury that I am 18 years of age or older and, as a result of the agreement this certification is either a part of or incorporated into, plan to be a member of the household that will reside at _____. Furthermore, I do hereby swear and affirm under full penalty of perjury that I have personal knowledge of the ages of the intended occupants of this household and that at least one occupant is 55 years of age or older (or if not 55 years of age or older, _____ years of age).

5.5.2 In order to ensure that the Community Age Restriction is properly maintained, the Community Association shall have the right, but not the obligation, to disapprove a proposed lease or resale if the occupancy of the proposed lessee or purchaser would jeopardize the continued viability and validity of the Community Age Restriction (and this shall be the only potential basis for disapproval).

5.5.3 Should any Home be sold or leased in violation of this Article, the Community Association shall have the authority to seek any and all applicable remedies available at law or in equity, including, but not limited to an injunction preventing occupancy by individuals who would jeopardize the housing facility or the Community's Fair Housing Act exemption and designation as housing for older persons. The Community Association must sue for an injunction if the occupancy will result in more than 20% of all of the Homes to be occupied by no person age 55 years of age or older. The non-prevailing party in such a suit shall be responsible for all court costs, attorneys, experts and paralegals fees as determined by a court of appropriate jurisdiction.

ARTICLE 6: RESTRICTIONS REGARDING COMMERCIAL ACTIVITY

6.1 General Restrictions. All use and development of the Property shall conform with the provisions of this Declaration and any other restrictive covenants recorded against all or a portion of the Property, as may be amended from time to time, including, without limitation, any Neighborhood Declaration. The following easements and restrictive covenants are easements and covenants running with the land and are binding upon all Owners, their successors and assigns:

6.1.1 Except for any commercial enterprise operated by Declarant or the Community Association, as the case may be, and their respective successors and assigns (including sales and marketing activities), or as otherwise hereinafter provided, no commercial use or enterprise shall be

permitted upon any portion of the Residential Property. For the purposes hereof, leasing or renting of any portion of the Residential Property shall not constitute a commercial use or enterprise, notwithstanding the provisions of hotel or resort-type services in connection with such leasing or renting.

6.1.2 Commercial enterprises, for profit or not, may be operated on the Commercial Parcels by Declarant or any Commercial Owner, subject to the provisions of this Declaration.

6.2 Specific Commercial Property Use and Architectural Restrictions. Specific use and architectural restrictions may be established by Declarant for the Commercial Parcels pursuant to separate recorded instrument, and such separate instrument shall provide that the Community Association, through the ACC, shall have the right to enforce such restrictions to ensure harmony of design and development.

ARTICLE 7: RESIDENTIAL PROPERTY USE AND ARCHITECTURAL RESTRICTIONS

7.1 General. Residential Parcels shall be used only for residential and related purposes. Additional covenants imposed on the Property within any Neighborhood by a Neighborhood Declaration may impose stricter standards than those contained in this Article. The Community Association, acting through its Board of Directors, shall have standing and the power to enforce standards imposed by the Neighborhood Declarations.

This Article contains provisions and restrictions that permit or prohibit certain conduct or uses and which may require certain permitted uses to be approved by the ACC pursuant to this Declaration. The following provisions and restrictions are illustrative only and shall in no event be deemed a comprehensive list of items subject to approval hereunder

7.2 Rules and Regulations. The Community 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.

7.3 Owners and Authorized Users Bound. Use restrictions shall be binding upon all Owners and Authorized Users of Homes and other Residential Parcels. Notwithstanding anything to the contrary herein, Declarant shall be exempt from application of the provisions of this Article so long as it owns any portion of the Property. All provisions of the Declaration, By-Laws and of any Rules and Regulations or use restrictions promulgated pursuant thereto 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 Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Property caused by such Authorized Users, notwithstanding the fact the such Authorized Users are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto.

7.4 Parking and Vehicular Restrictions; Garages and Driveways. No motor vehicles of any type or nature or trailers or campers or boats or boat trailers may be parked upon any portion of the Community except in areas specifically designated by Declarant for such purpose; provided, however, that trucks and the like may be parked briefly for delivery purposes. No trucks, trailers, campers, boats or boat trailers, or recreational vehicles may be parked in any driveway or upon any Lot, the Common Property or any Neighborhood common areas for more than 24 continuous hours. No motor vehicle or boat repair work shall be conducted on any portion of the Residential Property other than for very minor repairs. No automobile garage shall be permanently enclosed and converted to other use without the substitution of another enclosed automobile storage facility upon a Lot (which shall require prior ACC approval). All driveways in the Community shall be paved and of stable and permanent construction. Unless prior approval of the ACC is obtained, the driveway base shall be concrete or brick paver. No driveway surface shall be painted, repainted, or otherwise artificially colored or recolored without the prior approval of the ACC.

7.5 Traffic Regulation. The Community Association, in conjunction with the CDD, 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.

7.6 **Animals and Pets.** There are no restrictions on the size of pets which are permitted to be contained in a Unit or upon a Lot, but no more than 2 four-legged household pets shall be permitted to be contained in a Home, provided that the pets do not become a nuisance or annoyance to other Owners. For the purpose hereof, "household pets" means dogs, domestic cats and other animals expressly permitted by the Community Association, if any. Pets shall not be permitted to reside in any portion of the Community other than within a Home. Pets shall not be permitted upon the exterior portions of a Lot or upon the Common Property or any Neighborhood common areas except pursuant to rules and regulations adopted by the Board of Directors or as contained in this Declaration or in the By-Laws. The Owner shall indemnify the Community 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 the Residential Property. All Owners are required to clean up all pet droppings.

Any complaints filed by residents of damage caused by a pet shall be submitted in writing to the Board, which shall determine the amount of the damage and notify the applicable Owner who owns the pet in writing to make the necessary repair, replacement or removal (as the case may be). If such Owner fails to properly act within 15 days from the date of such notice, or fails to otherwise reach an agreement in writing with the Board as to the payment for such damage or remedying any other violation within 15 days from the date of such notice, such Owner shall be required to permanently remove the pet from the Community. Payment for damages pursuant to this subsection shall not be in lieu of any right of action which the person sustaining the damage shall be entitled to independently.

Any pet complaint filed with the Community Association, whether or not such complaint involves damage as described in the above paragraph, shall be verified by a designated member of the Board of Directors. Each verified pet complaint shall constitute an infraction for purposes of this subsection. The Board shall take action with regard to such infractions as follows:

7.6.1 If the complaint is the first infraction, the Board shall notify the Owner of the infraction in writing and formally request that no such infraction again occur.

7.6.2 If the complaint is the second infraction, the Board shall notify the Owner and warn such Owner that the next infraction will cause a penalty fine to be assessed.

7.6.3 If the complaint is the third infraction, the Board shall notify the Owner of the continuing violation and refer the matter to a committee of 3 Owners, none of whom shall be presently serving on the Board or be related to a director or the offending Owner, for a determination as to a fine for the continuing infraction. Such committee shall, within 7 days following issuance of the notice of third infraction to the offending Owner, determine whether a fine should be levied for such continuing infraction and provide a recommendation thereon to the Board. The amount of any fine shall not exceed \$250.00 per violation or the maximum amount allowed by law, whichever is greater. If a fine is recommended by such committee, the Board shall issue a written notice to the offending Owner advising such Owner of the levying of the fine. However, such fine shall not become due and owing until such Owner has received such written notice and has been given the opportunity to request a hearing before the committee of Owners described in this Section 7.6.3 at a time and date which shall not be more than 30 days after the date of such notice. In the event the offending Owner elects not to seek such a hearing, the recommendation of a fine made by the committee shall become binding upon the Community Association and the Owner. If such a hearing is held, the decision of the committee as to whether to rescind, modify or ratify the proposed fine shall be binding upon the Community Association and the Owner. All decisions made by such committee shall be made by majority vote.

7.6.4 If the complaint is the fourth infraction, the Board shall notify the Owner and demand that the pet be removed from the Community within 30 days from notice. Prior to taking the action contemplated in this Section 7.6.4, such Owner shall have the same opportunity for notice and a hearing as provided in Section 7.6.3 above.

Infractions for purposes of this subparagraph shall accumulate only on the basis of separate 12 month periods with each new period commencing on the annual anniversary date of this Declaration ("Infraction Period"). In other words, the number of infractions in any Infraction Period shall not be carried forward into the next Infraction Period for purposes of the enforcement of this Section.

For purposes of this Section only, the term "Owner" shall be deemed to include an Authorized User.

7.7 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. No Owner shall permit or suffer anything to be done or kept in his Home or, where applicable, on his Lot which will increase the rate of insurance as to other Owners or to the Community Association or Declarant.

7.8 Trash. No portion of the Residential Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be maintained in sanitary containers or as required by the Community Association or the applicable ordinances of the City or the County. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

7.9 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 Community Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations concerning the size and location of, and safety restrictions pertaining to, the installation of such television signal reception equipment. Notwithstanding any provision to the contrary, only antennae, aerials and satellite dishes which are designed to receive television signals shall be permitted (i.e., no antennae and satellite dishes which broadcast a signal shall be permitted).

Notwithstanding any provision to the contrary, the Community Association, in its discretion and from time to time, shall have the power and ability to erect or install any satellite dish, aerial or antenna or any similar structure on the Common Property, provided that such satellite dish, aerial or antenna be solely utilized for the reception of television signals to be utilized by the residents of the Community or for security purposes.

7.10 Energy Conservation Devices. An Owner shall be entitled to construct, maintain and operate solar collection devices ("Solar Collectors") and/or energy devices based upon renewable resources (collectively, a Solar Collector and any other energy device based upon renewable resource shall be referred to as an "Energy Device"), on such Owner's Home; provided, however, that (a) the Owner must obtain the written approval of Declarant (until such time as Declarant has conveyed all Parcels in the Community to third-parties) or the ACC (following conveyance by Declarant of all Parcels in the Community to third-parties), as the case may be, prior to placing, installing or constructing an Energy Device on such Home, and (b) the Owner is responsible for the maintenance of that portion of the Home upon which the Energy Device is to be installed and maintained. Until such time as Declarant has conveyed all Parcels in the Community to third parties, Declarant shall be solely responsible to promulgate rules and regulations as are reasonably necessary to carry out the provisions and intent of this Section. Following conveyance by Declarant of all Parcels in the Community to third parties, the ACC shall be solely responsible to promulgate rules and regulations as are reasonably necessary to carry out the provisions and intent of this Section. All rules and regulations promulgated in accordance with this subsection shall be collectively referred to as the "Energy Device Rules and Regulations."

An approval for an Energy Device shall be issued by Declarant or the ACC, as the case may be, only in accordance with the Energy Device Rules and Regulations. With regard to Solar Collectors, Declarant or the ACC, as the case may be, may determine the specific location where a Solar Collector may be installed on the roof of a Home within an orientation to the south or within 45 degrees east or west of due south, provided that such determination does not impair the effective operation of the Solar Collector. Whenever and wherever possible, a Solar Collector shall be installed on the rear portion of a roof on a Home so as to minimize the visual impact of the Solar Collector from the roadways adjacent to the subject Home. Similarly, all Energy Devices other than Solar Collectors shall be installed in a manner

so as to minimize the impact on other Homes in the Community. "Minimal visual impact" as used in this subsection shall mean that the visual impact of an Energy Device on a Home shall be minimized by reasonable measures as set forth in the Energy Device Rules and Regulations. Considerations of optimal placement of an Energy Device shall yield to aesthetic considerations and the goal of minimal visual impact. Additional criteria for determining whether or not an Energy Device has a "minimal visual impact" also may be prescribed in the Energy Device Rules and Regulations.

7.11 Subdivision of Residential Parcel and Timesharing. No Residential Parcel shall be subdivided or its boundary lines changed except by Declarant as to Residential 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 Residential Parcel intended for a single family detached residence as shown on a plat, but solely for the purpose of increasing the size of the adjacent Residential Parcels. Declarant hereby expressly reserves the right to replat any Residential 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 whereby the right to exclusive use of the Home or other Residential 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 Declaration, and in its sole discretion may develop a timeshare regime or facility on any portion of the Residential Property.

7.12 Firearms. The discharge of firearms within the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types; regardless of size. This restriction shall not prohibit the discharge of firearms in connection with "shotgun" start tournaments held at the Golf Club.

7.13 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 Community Association. No Person may install a pump or otherwise divert any waters from any lake located wholly or partially on the Residential Property for purposes of irrigation or any other purpose.

7.14 Wells and Drainage. No private water system shall be constructed on any Parcel. 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 the CDD, Declarant or the Community 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 CDD and the Community 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.

7.15 Sewage Disposal; Septic Tanks. No individual sewage disposal system shall be permitted on any portion of the Residential Property unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the ACC and all applicable governmental authorities. Prior written approval of such system as installed shall be obtained from the ACC and all applicable governmental authorities. Septic tanks are not permitted on any portion of the Property, except for sales centers, models or construction offices.

7.16 Temporary Structures. No structure of a temporary character, trailer, tent, shack, 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 ACC (Declarant shall be exempt from this approval requirement with regard to Declarant-owned Parcels).

7.17 Insurance Rates. Nothing shall be done or kept in the Property which will increase the rate of insurance on any property insured by the Community Association without the approval of the Board, nor shall anything be done or kept on any Home or Residential Parcel, or the Common Areas which would result in the cancellation of insurance on any property insured by the Community Association or which would be in violation of any law.

7.18 Sight Distance at Intersections. All portions of the Property located at street intersections shall be landscaped 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.

7.19 Utility Lines. No overhead utility lines, including, without limitation, lines for electric, telephone and cable television, shall be permitted within the Property, except for temporary lines as required during construction and lines within the Property as the same may exist on the date hereof.

7.20 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 only. No swimming, boating, playing, fishing or use of personal flotation devices, shall be permitted. Owners may fish from their own yard, or from Common Property or CDD property designated for fishing, if any.

7.21 Increase in the Size of Lots; Changes in Elevation. No Lot shall be increased in size by filling in any water it may abut. The elevation of a Lot may not be changed so as to materially affect the surface elevation or grade of the surrounding Lots without the prior written approval of the ACC.

7.22 Signs. 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 ACC, 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 ACC 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 ACC may promulgate rules and regulations for signs which do not require prior ACC approval to be placed on a Parcel. No sign shall be nailed or otherwise attached to trees.

7.23 Pools; Pool Enclosures. No above-ground pools shall be erected, constructed or installed on any Parcel, except that above-ground pools which are integrated within the construction of a building or decking around the building and above-ground spas or Jacuzzis, may be permitted if approved by the ACC. All in-ground pools shall be contained with a screened enclosures, and such enclosures shall comply with the design guidelines and standards set by the ACC. The use of standard cage screen enclosures may be restricted on Parcels abutting or facing the golf course. Screened enclosures shall be integrated within the principal structure and shall be subject to design and appearance approval by the ACC, which may vary by Neighborhood.

7.24 Air Conditioning Units. No window air conditioning units may be installed on any Home or other Parcel except in connection with a temporary structure operated by Declarant or otherwise permitted pursuant to Section 7.16 hereof. All air conditioning units shall be screened from view of the street and adjacent Homes.

7.25 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 ACC prior to installation.

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

7.27 On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Parcel except that up to 5 gallons of fuel may be stored at each Home for emergency purposes and/or operation of lawn mowers and similar tools or equipment. Notwithstanding this provision,

underground fuel tanks for storage of heating fuel for dwellings, pools, gas grills and similar equipment may be permitted on a Home only if approved by the ACC prior to installation.

7.28 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 ACC prior to installation.

7.29 Fences. No fences shall be permitted on a Lot or upon Neighborhood common areas; provided, however, that a Homeowner shall be permitted to install on a Lot an invisible fence for purposes of controlling pets on a Lot. This provision shall specifically not be amended without the prior written consent of Declarant.

7.30 Use Indemnity. Every Owner agrees to indemnify, defer and hold harmless the Community 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 Community Association, by the Owner and other Authorized Users.

7.31 Maintenance Easement. Every Home and other Residential Parcel is burdened with an easement permitting the Community 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 Home and other Residential Parcel for its primary purpose and that such use by the Community Association will not damage the landscaping or other improvements on the Home and other Residential Parcel.

7.32 Easement for Golf Balls. Every Lot and other Residential Parcel and the Common Property is burdened with an easement permitting golf balls hit from the golf course to unintentionally come upon a Lot and other Residential Parcel and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Lot and other Residential Parcel to retrieve errant golf balls. All Owners, by acceptance and delivery of a deed to a Lot or other Residential Parcel, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action whatsoever against Declarant, the Community Association, the golf course designer and owner, or any other party other than the golfer who caused the property damage or personal injury, arising or resulting from any errant golf balls or golf clubs, any property damage or personal injury that may be caused thereby, or for negligent design of the golf course, modification of the golf course or siting of the Home and other Residential Parcel. Nothing in this Section shall in any way relieve golfers from liability for damages resulting from errant golf balls.

7.33 Home Business Use. No trade or business may be conducted in or from any Home, except that an Owner or occupant residing in a Home may conduct business activities within the Home so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Home; (b) the business activity conforms to all governmental requirements; (c) the business activity does not involve persons coming onto the residential properties who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of Home and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, 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 Home shall not be considered a trade or business within the meaning of this Section.

7.34 Landscaping. Installation and removal of landscaping shall be accomplished by the Neighborhood Associations and shall be subject to the prior approval of the ACC (except that replacement of landscaping with the same species of landscaping and in the same location shall not require prior ACC approval). No trees shall be removed except for diseased or dead trees and trees

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.

7.35 Golf Carts. The Community Association may adopt rules and regulations governing the use and operation of golf carts in the Community.

7.36 Golf Cart Paths. No persons shall be permitted to jog, walk, bike, roller skate or roller blade along the golf cart paths or any other portion of the golf course during operating hours, unless the prior written approval of the Golf Club has been obtained. A perpetual, non-exclusive easement over, across and through the Property is hereby granted to the Golf Club owner for the purpose of installing, maintaining, repairing, replacing and/or reconstructing any golf cart paths which are located on the Residential Property or are required to be located on the Residential Property in order for proper use of the golf course to occur.

7.37 View Impairment. Neither the Declarant nor the Community Association guarantees or represents that any view over or across the Golf Course or the Common Property to and from the Lots, Parcels or Units 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 Golf Course, and Common Properties from time to time. The Golf Course owner may, in its sole discretion, change the location, configuration, size and elevation of buildings, trees, bunkers, fairways, greens, and water bodies of the Golf Course facilities. Any such changes or additions may diminish, obstruct or impair any view from the Lots, Parcels and Units, and any express or implied easements for view purposes or for the passage of light and air are hereby disclaimed.

7.38 Wildlife. All Persons are hereby notified that from time to time alligators and other wild life may inhabit or enter into water bodies within the Community and may pose a threat to persons, pets and property.

7.39 Use of Common Property. There shall be no alteration, addition or improvement of any Common Property, except as provided in this 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 Community Association or approved and authorized in writing by the Community Association.

7.40 Mailboxes. Mail boxes for each particular Neighborhood shall be constructed and located by Declarant in its sole discretion and in accordance with U.S. Postal Service requirements.

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

7.42 Provisions Inoperative as to Initial Construction. Nothing contained in this 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 Community Association, the Owner of a Commercial Parcel, or its or their contractors, subcontractors, agents, and employees, from doing or performing on all or any part of the Property owned or controlled by Declarant or the such Owner of a Commercial Parcel, respectively, whatever they determine to be reasonably necessary or convenient to complete the development of the Community, including, but not limited to:

7.42.1 Improvements. Erecting, constructing, and maintaining such structures and other improvements as may be reasonably necessary or convenient for the conduct of such Declarant's or other permitted Owner's 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 commercial facilities on the Property.

7.42.2 Development. Conducting 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 commercial 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 Architectural standards provisions of Article 9 hereof.

7.42.3 Signs. Maintaining such signs as may be reasonably necessary or convenient in connection with the development or the sale, lease or other transfer of Homes and/or Parcels or the operating and maintaining of a hotel, restaurant, bar, parking, sales and marketing or other commercial facilities on the Property.

7.43 Access by Community Association. The officers, employees or designated agents of the Community Association have a right of entry onto the exterior of each Home, Commercial Parcel or Residential Parcel, except those owned by Declarant, to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration or to investigate or enforce the provisions of the Declaration and the rules and regulations of the Community 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 or occupant Home, except pursuant to court order or other authority conferred by law. Such consent will not be unreasonably withheld or delayed.

ARTICLE 8: EASEMENTS

8.1 Utility Easement. Declarant has identified, or will identify, pursuant to the applicable plats or other instruments, areas for use by all utilities (including, without limitation, electric, telephone, water, sewer, gas, 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 Community 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 Home 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 Community Association. In addition to the above, Declarant hereby reserves unto itself and grants to the Community 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 Home or Parcel. Declarant and the Community 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.

8.2 Drainage Easement. A perpetual, non-exclusive easement is reserved unto Declarant, and is granted to the Community 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 provided for in Article 12 hereof. 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 Community Association or CDD.

8.3 Easement for Encroachments. Each portion of a Home and other Parcel and the Common Property is hereby subjected to a perpetual easement appurtenant to any adjoining Home,

Parcel or the Common Property to permit the use, construction, existence, maintenance, repair and restoration of structures, located on such adjoining Home, Parcel or the Common Property including but not limited to driveways, walkways and roof structures which overhang and encroach upon the servient Home, 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 Home, 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 Home, 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 Home, 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 Home, Parcel or the Common Property. Any damage or dislocation of or to plants or other landscaping on the servient Home, Parcel (or portion thereof) or the Common Property caused to accommodate the use of this easement by the Owner of the dominant Home, 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 Home, Parcel or the Common Property shall not place any improvement, material or obstacle in or over the easement area on the servient Home, Parcel or the Common Property which would unreasonably interfere with the rights of the Owner of the dominant Home, 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 Home, Parcel or the Common Property at such Owner's expense when requested by the Owner of the dominant Home, 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 Home or Parcel of another Owner and if it occurred due to the willful conduct of any Owner.

8.4 Development 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 the Property for the purposes of ingress to and egress, constructing and maintaining improvements, and to do all other activity necessary or associated with the development of the Community and each and every parcel thereof.

8.5 Ingress and Egress. Each Owner of a portion of the Property and each other Benefited Party of a Home 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 pedestrian ingress and egress over the sidewalks, walkways and unpaved areas of the Property intended for such purpose and vehicular ingress and egress over the paved areas of the Property to and from such Owner's Home or Parcel, subject only to the right of the Community 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 Home and Parcel. Members of the public are also hereby granted a limited, nonexclusive easement over the paved areas of the Property for the purpose of ingress and egress to and from the golf course and any other facilities within the Community which are open to the public. Declarant hereby reserves a perpetual unrestricted non-exclusive easement over, across and through all roadways of the Property for the purpose of its access to the Property.

8.6 Boundary Wall Easement. An easement is hereby reserved to Declarant and granted to the Community Association for the purpose of engineering, designing, constructing and maintaining any boundary wall that may be constructed by Declarant or the Community Association which the Community Association has the obligation to maintain. Once a boundary wall has been constructed, the location of the easement with regard thereto shall be where the boundary wall exists and such area adjacent to the boundary wall necessary for ingress and egress and to construct and maintain such wall. The blanket easement hereby granted shall not interfere with the provisions for access to Homes and Parcels by curb cuts, driveways and the like.

8.7 Reciprocal Easements for Encroachments by Boundary Wall or Other Improvements. Reciprocal easements are hereby created for encroachments as between any Homes or Parcels and such portion or portions of the Common Property adjacent thereto, or as between adjacent Homes 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

8.8 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 Parcel and thereafter the Community Association through its Board of Directors shall have the right to grant such easement over the Common Areas and the Parcels of the Property 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 Homes or other Parcels for their intended purpose.

8.9 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 Community Association shall have the right, but not the obligation, to enter into any Home or other building on the Property for emergency and safety reasons, and to abate nuisances (including, without limitation, false burglar alarms).

8.10 Conservation Easements. Conservation easements are hereby created on and pertaining to the Property as more specifically provided in Section 12.11 herein.

8.11 Continuous Maintenance of Easements by Community Association. The Community Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system. This obligation shall run with the land as do other provisions of this Declaration, and any Owner may enforce this covenant and will be entitled to costs and fees, pursuant to Section 24.5 hereof, which result from such enforcement.

ARTICLE 9: ARCHITECTURAL CONTROL

9.1 Architectural Control Standards. The Board of Directors shall adopt from time to time specific design and development guidelines and architectural control standards or criteria for the Community, which standards shall be applied by the ACC and the Board of Directors in their respective capacities as provided hereinafter. Separate guidelines and standards shall be developed for Commercial Parcels and for Residential Parcels. The Community 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 ACC's responsibilities to a Neighborhood Association with regard to a Neighborhood, provided that such delegation be determined to be in the best interests of the Community and the Neighborhood.

9.2 Role of the Board and the ACC. The purpose of the Board and the ACC is to insure the maintenance of the Property as an area of highest quality and standards and to insure that all improvements on each Parcel shall present an attractive and pleasing appearance from all sides of view. All references to the ACC shall also reference the Board.

9.3 Composition of the ACC. Until such time as Declarant no longer owns any portion of the Property, Declarant shall be solely responsible for appointing the members of the ACC (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 ACC, (b) the ACC shall consist of 3 members, (c) the Board may remove ACC member(s) if determined beneficial, and (4) where a vacancy or vacancies on the ACC occurs, a successor or successors shall be appointed by the Board.

9.4 Powers of the ACC. The ACC shall represent, act as directed by, and report to the Board. The Board shall retain final authority in case of differing opinion. The ACC shall evaluate, control and approve construction, remodeling, or additions to the buildings and structures and other improvements on each 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 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 or Unit be made, unless and until building plans and specifications covering same ("Plans and Specifications"), showing such information as may be required

by the ACC 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.

9.5 Plans and Specifications. The ACC requires 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, and prior to beginning the contemplated work, a minimum of 3 complete sets, or as many as requested by the ACC, of Plans and Specifications must be submitted to the ACC. In addition, if requested by the ACC, there shall be submitted to the ACC for consideration such samples of building materials proposed to be used as the ACC 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 ACC or the Board of Directors upon application of the Homeowner showing good cause for waiving such requirement(s). All requests for improvements must be submitted on the most recently promulgated Association forms.

9.6 Recommendations of the ACC. Once the ACC has received and reviewed the Plans and Specifications submitted by a Homeowner, the ACC may either (a) approve or disapprove the proposal of the Homeowner or (b) request additional information as the ACC deems necessary in its discretion to be able to render a decision.

9.7 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 Association (including attorney's fees) related to the enforcement of these covenants shall be paid by the Homeowner in violation thereof. All structures must be built to comply substantially with the Plans and Specifications as approved.

9.8 Rejection of Plans and Specifications. The ACC 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 the developer of the Property. In the event the ACC rejects such Plans and Specifications as submitted, the ACC shall so inform the Owner in writing, stating with reasonable detail the reason(s) for disapproval. In rejecting such Plans and Specifications, the ACC may take into consideration the suitability and desirability of proposed construction and the materials of which the same are proposed to be built, the 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 Parcels.

9.9 Appeal by Aggrieved Owner. If the ACC rejects such Plans and Specifications, the aggrieved Owner and/or any other interested Owner may appeal such adverse decision to the Board. 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 ACC 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 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 ACC and the Board against the Owner.

9.10 No Waiver of Future Approvals. The approval of the ACC 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 ACC, 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.

9.11 Variance. The ACC 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 Declaration, or (c) estop the ACC 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.

9.12 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 ACC may be excluded from doing further work within the Property by the Community Association without liability to any Person. Prior to exclusion of any contractor or subcontractor for violations of guidelines and procedures promulgated by the ACC, the contractor or subcontractor shall have the right to the notice and hearing procedures contained in the By-Laws.

9.13 Right to Inspect. Subject to reasonable advance notice for occupied Homes, there is specifically reserved unto the ACC the right of entry and inspection upon any Parcel for the purpose of determination by the ACC whether there exists any constriction or any improvements which violate the terms of any approval by the ACC or the terms of this Declaration or of any other covenant, conditions and restrictions to which a deed or other instrument of conveyance or plat makes reference. The ACC is specifically empowered to enforce the provisions of this 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 fees in connection therewith and the same shall be assessable and collectible in the same manner as any Specific Assessment provided for herein. The Community Association shall indemnify and hold harmless each member of the ACC from all costs, expenses, and liabilities, including attorney's fees, incurred by virtue of any service by a member of the ACC.

9.14 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.

9.15 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 Declaration.

9.16 Compliance with Governmental Requirements. In addition to the foregoing requirements, any alteration, addition, improvement or change must be in compliance with the requirements of all controlling governmental authorities, and the Owner shall be required to obtain an appropriate building permit from the applicable governmental authorities when required by controlling governmental requirements. Any consent or approval by the Community 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 Community Association with written evidence from the controlling governmental authority 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 Community Association.

9.17 No Liability. Notwithstanding anything contained herein to the contrary, Declarant or Committee, 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 requirements, and Declarant or ACC or the Community Association, as applicable, shall not be liable for any defect or deficiency in such plans or specifications or improvement, or any injury resulting therefrom.

9.18 Applicability of Architectural Control to the Golf Club and the Town Center. For so long as Declarant or its affiliates own the Golf Club or the Town Center, the provisions of this Article shall not be applicable to such properties. Thereafter, the Golf Club and the Town Center shall be required to obtain ACC approval for any activities contemplated to occur on their respective properties.

ARTICLE 10: MAINTENANCE BY COMMUNITY ASSOCIATION

10.1 Preamble. The responsibility for the maintenance of the Community is divided between the Community Association, Neighborhood Associations, the Owners and the CDD. Interior maintenance of all structures is the responsibility of the respective Owner. Maintenance of all other portions of the Homes or other Parcels, unless otherwise provided in this Declaration or applicable Neighborhood Declaration, is also the responsibility of the Owner thereof. The Board of Directors has the right to require the Owners or Neighborhood Associations to maintain Homes and common areas or common elements under their control in accordance with the Community Wide Standards; it is the responsibility of the Owner and any Neighborhood Association, to maintain landscaping in a neat and trimmed manner, and to keep the property (including improvements) in a neat and attractive condition and remove all objectionable debris or material as may be located on their Home site or common property. Open space shall be maintained by the Community Association, Neighborhood Association or CDD (unless otherwise provided herein or in a Neighborhood Declaration) so that its use and enjoyment as open space will not be diminished or destroyed (for purposes hereof, "open space" contained on a Lot shall be required to be maintained by a Neighborhood Association).

10.2 Maintenance by Community Association in General. Commencing as of the date hereof, the Community Association shall maintain and keep in working condition the Common Property, with such maintenance to be funded as herein provided.

The maintenance provided by the Community Association may include dispensing maintenance chemicals to the extent deemed necessary or desirable, in the judgment of the Board. The Community Association reserves a perpetual right and easement on and over and under all Parcels to dispense maintenance chemicals and to take other action, which in the opinion of the Board is 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 COMMUNITY ASSOCIATION TO PROVIDE SUCH SERVICES.

Except as otherwise specifically provided herein all costs associated with maintenance, repair and replacement of Common Property shall be a common expense of the Community Association.

Any walls, fences and landscaping constructed or installed by the Community Association shall be maintained by the Community Association. A perpetual easement of ingress and egress over the walls, fences and landscaping, and Parcels is hereby granted to the Community Association for purposes of construction, installation and maintenance activities related to any such walls, fences and landscaping. The Community 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.

The Community 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 the Declaration.

Trees bordering the pavement edge of the roadways (street trees) as installed by Declarant throughout the Property will be maintained by the Community Association, including trimming, fertilization and replacement, unless same is the responsibility of another Owner, Neighborhood Association or some other Person.

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

In the event the Community 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 Declaration subject to the terms and provisions hereof.

10.2.1 Lakes and the Surface Water Drainage and Management System. If any lake or other water body is part of the Common Property, the Community 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. The Community Association also shall be responsible for the maintenance of the Surface Water Drainage and Management System for any portion of the Property unless such maintenance is being performed by the CDD.

10.2.2 Maintenance of Other Property. Unless otherwise limited or specifically described elsewhere herein, the Community 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 Community Association, the Community Association is obligated to maintain such property. Such maintenance shall include, but shall not be limited to, maintenance of all 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 Community Association is to maintain any improvement within any portion of the Property, then the Community Association shall maintain such improvement in good condition at all times. In addition, the Community 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 Community Association or Declarant if the Board of Directors, in its sole discretion, determines that the operation and/or maintenance of such property by the Community Association would be in the best interests of the Owners. In such event, where applicable, the Community Association shall so notify any Owner or Neighborhood Association otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the Community Association and not by the Owner or Neighborhood Association, 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 or Neighborhood Association in writing. Without limitation, the Community Association shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the 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 Community 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 Community Association assumes the obligation to operate and/or maintain any portion of the Property which is not owned by the Community Association, the Community Association shall have an easement and right to enter upon such property in connection with the operation in or maintenance of the same, and no such entry shall be deemed a trespass. Such assumption by the Community Association of the obligation to operate and/or maintain any portion of the Property which is not owned by the Community Association or Declarant may be made in connection with an agreement with any Owner, Neighborhood Association, or any governmental authority. Pursuant to any such document, the operation and/or maintenance of such property may be made a permanent obligation of the Community Association. The Community Association may also enter into agreements with Declarant or any other Person, including a Neighborhood Association or any governmental authority, to share in the maintenance responsibility of any portion of the Property or property 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 Community Association assumes the obligation to operate and/or maintain any property which is not Common Property or owned by the Community Association or Declarant, the obligations of the Community Association shall be set forth by written agreement entered into with the owner of such Property.

10.2.3 Community Entry Features. The Community Association shall be 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 Community Association shall be 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 Community Association

in the performance of its maintenance and repair obligations hereunder shall be included as a common expense of the Community Association and shall be allocated pursuant to assessment means as provided hereinafter.

10.2.4 Town Center. In the event the Community Association purchases the Town Center pursuant to the terms and provisions of Section 9.20 of the Town Center Declaration, the Community Association shall maintain and operate the Town Center in accordance with the provisions of the Town Center Declaration, and the costs and expenses associated therewith, as well as monies due and owing as a result of financing of the purchase of the Town Center, shall be common expenses of the Community Association and allocated to those Owners who are subject to the Town Center Declaration or who have use rights in the Town Center facilities.

10.3 Additional Maintenance and Operational Duties. The Community 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 Declaration. The Community Association may, in the discretion of its Board, assume additional maintenance or operational duties not set forth in this Declaration. In such event, the cost of such additional duties shall also be included as a common expense of the Community Association.

ARTICLE 11: MAINTENANCE OF UNITS AND RESIDENTIAL PARCELS AND IMPROVEMENTS THEREON

11.1 Owners. Any improvement located upon the Property not specifically required to be maintained, repaired or replaced by the Community Association shall be maintained, repaired and replaced by the respective Owner or Neighborhood Association, as the case may be.

11.2 Failure to Maintain. In the event an Owner or Neighborhood Association fails to maintain or repair an improvement, or the landscaping thereon, if any, within 30 days' written notice of same from the Community Association, then the Community 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) and the landscaping thereon. The cost of same shall be a Specific Assessment against said Owner or Neighborhood Association.

11.3 Specific Owner's Responsibility. Each Owner shall maintain his or her Home or other Parcel and all structures, parking areas and other improvements thereon, unless such maintenance is the responsibility of the Neighborhood Association. In the event a Home constructed is going to be unoccupied for a consecutive period of one month or longer, the Community Association may require the Homeowner to designate a responsible firm or individual to undertake his or her 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 Community Association, the names and address of such firm or individual must be furnished to the Community Association.

All maintenance required by this Section 11.3 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 Community 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 assessed against the Owner as a Specific Assessment.

11.4 Neighborhood Association's Responsibility. Any Neighborhood Association having responsibility for maintenance of all or a portion of the property within a particular Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community Wide Standard. In the event that Neighborhood Association fails to adequately maintain property for which it is responsible, the Community Association shall have the right, but not the obligation, to maintain such property and to

assess the costs against the Homes located within the Neighborhood which the Community Association deems to be benefited by the maintenance performed by the Community Association. Each such Homeowner of a Home benefitted shall pay its share of such expenses incurred by the Community Association together with an administrative surcharge of 10% of such amount. Such changes shall be assessed against the Homeowner as a Specific Assessment.

Any Neighborhood Association whose common property or area of maintenance responsibility fronts on any roadway within the Property shall, at the Neighborhood Association's expense, maintain and irrigate the landscaping on that portion of the right-of-way between the property line and the nearest curb of such roadway. Any Neighborhood Association whose common property or area of maintenance responsibility fronts the water's edge, or greenbelt buffer fronting the water's edge, of any lake or other body of water within the Property shall maintain, at the Neighborhood Association's expense, and irrigate all landscaping between its property line and such water's edge. The Neighborhood Association performing the foregoing maintenance shall have no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Article 9.

11.5 CDD. The CDD shall maintain and keep in good repair all land and facilities which are owned by, dedicated to or controlled by the CDD, such maintenance shall be funded by taxes, assessments or fees and charges to be levied by the CDD. Portions of the Community owned or controlled by the CDD may be maintained by the Community Association through a separate agreement between the CDD and the Community Association, which may provide the costs of maintenance shall be borne by the Community Association as common expenses.

ARTICLE 12: SURFACE WATER DRAINAGE AND MANAGEMENT SYSTEM.

12.1 Owner Acknowledgement. All Owners acknowledge that the Property is located within the boundaries of the South Florida Water Management District ("SFWMD"). Due to groundwater elevations underneath the Property, priorities established by governmental authorities and other causes outside of the reasonable control of Declarant, the Community and the CDD, lake water levels may fluctuate at certain times during the year and such fluctuations may be material. Neither Declarant, the Community 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 water levels.

12.2 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.

12.3 The Surface Water Drainage and Management System shall be maintained by the CDD in compliance with all approvals, codes and regulations of governmental authorities and the SFWMD. 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 SFWMD and shall specifically include, but not be limited to, maintenance of aquatic vegetation, lake beds, lake banks, littoral planting and lake maintenance easements which pursuant to the terms of this 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 SFWMD.

12.4 Neither the CDD, the Community Association or any Owner shall take any action 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 or quasi-governmental authorities, Declarant so long as Declarant owns one or more Parcels within the Community, and the party who has the obligation to maintain the Surface Water Drainage and Management System.

12.5 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.

12.6 Declarant may convey its ownership interest in the lakes within the Property to the CDD or the Community Association, together with easements for maintenance and other drainage improvements, such as by way of example and without limitation, weirs and underground pipes. Any conveyance to the Community Association shall reserve to the CDD easement rights and obligations for maintenance of the Surface Water Drainage and Management System.

12.7 Portions of the Surface Water Drainage and Management System may be located adjacent to or within the boundaries of the golf course. Such areas of the Surface Water Drainage and Management System are hereby burdened with a permanent easement for reasonable use in connection with golf play and operation of a golf course, including, without limitation, play over such bodies of water, golf cart bridges over such bodies of water, retrieval of golf balls by persons utilizing the golf course and the Golf Club for retrieval of golf balls which are not retrieved by persons utilizing the golf course, drainage of the golf course into the Surface Water Drainage and Management System, location of pumphouses and other irrigation equipment and subject to consumptive use permit limitations and requirements to withdraw surface water for irrigation of the golf course as well as the Common Property. No person other than the Golf Course owner shall have the right to retrieve any golf balls which are not retrieved by golfers during play.

12.8 The Community Association, the CDD and the 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.

12.9 Any amendment of this 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 be approved by the SFWMD.

12.10 The South Florida Water Management District, the Community Association and the CDD, and each Owner, shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this 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.

12.11 Conservation and Wetland Areas. Certain portions of the Property contain or are adjacent to wetland preservation or mitigation areas and upland buffers that are or will be designated as conservation areas on the plats for the Property ("Conservation Areas"), which Conservation Areas will be protected by and be subject to conservation easements in favor of the SFWMD and the U.S. Army Corps of Engineers, as and to the extent applicable ("Conservation Easements"). The terms of the Conservation Easements shall provide that the Conservation Areas shall be maintained and managed in perpetuity by the CDD, its successors and assigns, and the CDD shall enforce the terms and conditions of the Conservation Easements. In accordance with the terms of the Conservation Easements, the CDD shall be responsible for the installation and perpetual maintenance of permanent physical signs/markers designating the Conservation Areas as required by the SFWMD.

The Property may consist of wetlands areas which will contain special wetlands vegetation, and such areas shall be maintained and managed in perpetuity by the CDD, its successors and assigns.

With respect to such conservation and wetlands areas, the CDD may transfer its responsibilities to the Community Association, which will specifically be required to maintain such areas in conformance with all controlling governmental requirements. Furthermore, if Declarant enters into any agreement for the maintenance of any conservation and/or wetlands areas relating to the Property, Declarant shall have the right to assign its duties and obligations with respect to such wetlands areas to the Community Association, and the Community Association will be obligated to accept such assignment. The Community Association shall indemnify, defend and hold Declarant harmless from and against any

liability that Declarant may have as a result of the Community Association's failure to properly maintain any wetlands areas, as herein provided.

ARTICLE 13: ADDITIONS TO OR DELETIONS FROM PROPERTY

13.1 General.

13.1.1 Additions to the Property. Additional land may be made subject to all the terms hereof and brought within the jurisdiction and control of the Community 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 the Declaration. All additional land which, is brought within the jurisdiction and control of the Community Association and made subject to the Declaration, pursuant to this Article, shall thereupon and thereafter be included within the term "Property" as used in the 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 Community Association.

13.1.2 Mergers. Upon a merger or consolidation of the Community 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 Community Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation shall thereafter operate as the Community Association under this Declaration and administer the covenants and restrictions established by this Declaration upon the Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

13.1.3 Deletions from the Property. 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 Declaration.

13.2 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 Declaration by, and only by, the following procedure:

13.2.1 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 Community Association, any Neighborhood Association or any Owner or Member, or other third party to make additional land owned by Declarant subject to the scheme of this Declaration and to bring such land within the jurisdiction and control of the Community 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.

13.2.2 The addition shall be accomplished by Declarant filing of record in the public records of the County a supplement to this 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 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 Declaration affecting the land already constituting the Property unless such supplement also constitutes an amendment accomplished in accordance with Article 23 hereof.

13.2.3 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.

13.2.4 Declarant may delete and withdraw a portion of the Property from being subject to this Declaration by a supplement to this Declaration recorded in the public records 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 Community Association, any Neighborhood Association or any Owner or Member, or other third party.

13.2.5 Nothing contained in this Article shall obligate Declarant to make additions to or deletions from the Property.

13.3 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 the Declaration.

13.4 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 Declaration.

ARTICLE 14: MEMBERSHIP AND VOTING RIGHTS

14.1 Membership.

14.1.1 Owner Member. The Owner of a Home or Parcel (including Declarant) shall be a Member as to each Home or Parcel (or portion thereof) owned. When any Home or Parcel is owned of record by two or more Persons, all such Persons shall be a Member of the Community Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home or Parcel and shall be automatically transferred by conveyance of that Home or Parcel. When more than one individual holds an interest in a Parcel which has not yet been divided into Homes, the vote for such 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 Community 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 Community 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 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 Community Association.

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

14.2 Classes of Membership and Voting.

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

14.2.1.1 Class A. "Class A Members" shall be all of the Owners in the Residential Parcels; provided, however, that so long as there is Class B membership, Declarant shall not be a Class A Member. Each Class A Member shall be entitled to a number of vote(s) for each Home or other Residential Parcel owned as provided for in Exhibit F which is attached hereto and made a part hereof. "Class A Parcels" shall mean all Homes and other Residential Parcels owned by the Class A Members.

14.2.1.2 Class B. The "Class B Member" shall be Declarant. "Class B Parcels" shall be all Residential Parcels owned by Declarant which have not been converted to Class A membership as provided below. Declarant shall be entitled to a number of vote(s) for each Class B Parcel as provided for in Exhibit F.

14.2.1.3 Class C. "Class C Members" shall be all of the Owners of Commercial Parcels. The Class C Members shall not have any votes in the Community Association except as to reconsideration of Commercial Assessments as provided for in Article 17 hereof.

14.3 Expansion of Voting Provisions. The foregoing voting provisions may be expanded by provisions of the By-Laws.

14.4 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 15: TRANSFER OF CONTROL

15.1 Transfer of Control of the Community Association. Transfer of control of the Community Association from Declarant to the Members of the Community Association other than Declarant shall occur in accordance with the currently applicable Florida law pertaining to and regulating the operation of homeowners associations (Section 720.307, Florida Statutes). Accordingly, the Members other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors upon the earlier of the following: (i) 3 months after 90% of all Parcels which may ultimately be operated by the Community Association have been conveyed to third parties; or (ii) upon the recording of an instrument in the public records of the County stating that Declarant has relinquished its right to elect a majority of the members of the Board of Directors.

15.2 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 Homes that may be constructed in all phases of the Community that will ultimately be operated by the Community Association. After Declarant relinquishes control of the Community Association, Declarant may exercise the right to vote in the same manner as any other Member, except for purposes of reacquiring control of the Community Association by selecting the majority of the members of the Board of Directors.

15.3 Termination of Class B Membership. Upon transfer of control of the Community Association, Class B membership shall terminate and Declarant shall own portions of the Residential Property in the same manner as a Class A Member, a Commercial Parcel or portions thereof in the same manner as a Class C Member.

ARTICLE 16: RIGHTS AND OBLIGATIONS OF THE COMMUNITY ASSOCIATION

16.1 General Provision. The Community Association shall govern, make rules and regulations, control and manage the Residential Parcels, Commercial Parcels and Common Properties located on the Property pursuant to the terms and provisions of this Declaration and the Articles and By-Laws. The Community Association may lease all or any portion of the Common Property conveyed to the Community Association, pursuant to the provisions of the Declaration, which lease must be subject to and in accordance with the provisions of this Declaration. The Community 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 Community 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 Community Association as provided herein shall be maintained in good condition and repair. The Community Association shall also perform such other duties as are set forth herein, including, but not limited to, the following specific maintenance and operational duties:

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

16.1.2 Utilities and Taxes. The Community 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 Community Association.

16.1.3 Insurance. The Community Association shall at all times obtain and maintain policies of public liability insurance and hazard insurance and such other types of insurance as the Board deems adequate and advisable. The Community Association additionally shall cause all persons responsible for collecting and disbursing Community Association funds to be insured or bonded with adequate fidelity insurance or bonds.

16.1.4 Recreation Facilities. The Community Association shall be responsible for the operation and the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of all recreational facilities, if any, located on the Common Properties (which shall include the Town Center if purchased by the Community Association, as is potentially contemplated in Section 9.20 of the Town Center Declaration). The Board of Directors may approve and modify rules and regulations regarding the use and operation of the recreational facilities of the Community Association.

16.1.5 Boundary Walls. The Community Association may, but shall in no manner be obligated to, construct a wall, fence, hedge or other improvements ("Boundary Wall") along the perimeter of the Property, along the perimeter of any Parcel, along all or any part of a road or street (whether dedicated to the public or not) within the Property, along any part of the Common Property, or along any other street, road or other boundary (whether interior or exterior) of the Property or of the Community. Such Boundary Wall also may be constructed on (i) any undedicated or dedicated rights-of-way, (ii) any Commercial Parcel, Home, or other Residential Parcel adjacent to such right-of-way, (iii) the Common Property, or (iv) any combination thereof. The Community Association shall maintain, repair and replace, at its expense, the Boundary Wall which is constructed by it or by Declarant if Declarant shall specify such Boundary Wall will be the responsibility of the Community Association; provided, however, if such Boundary Wall also serves as a boundary of any Commercial Parcel, Residential Parcel, the Owner thereof shall maintain the interior surface of such Boundary Wall, unless the abutting Home is subject to a Neighborhood Declaration, in which event such interior surface maintenance obligation shall be that of the Neighborhood Association.

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

16.3 Telecommunications.

16.3.1 Bulk Rate Agreement. The Community Association may, but shall not be required to, enter into a bulk rate cable television and/or telecommunications services agreement ("Bulk Agreement") for all or a portion of the Property. If a Bulk Agreement is entered into, all Homes subject to

the Bulk Agreement shall be charged for basic television cable and other telecommunication services, regardless of whether the Owner desires such services. The basic service fee shall be billed as part of the Assessments owed to the Community Association. It is anticipated that if a Bulk Agreement is entered into by the Community Association, tier channels, remotes, pay channels and certain telecommunication services offered by the provider will be available on an individual subscriber basis.

16.3.2 Easements. Declarant and the Community Association shall have the right to grant easements to the cable provider for installation and maintenance of the cable television system, including without limitation head-ends, wiring, switches and amplifiers. The cable provider shall also have the right to use easement areas dedicated for utilities. Notwithstanding anything to the contrary, the cable provider shall retain ownership of all cable television and telecommunication equipment installed within the Property.

16.3.3 Special Provisions Regarding Cable Television. No Neighborhood Association shall execute any agreement with any cable television company for cable television services or any other provider of bulk telecommunication, satellite or microwave transmission services within the Property without the prior written consent of the Board, which consent shall not be unreasonably withheld.

16.3.4 Performance of Community Association's Duties by Declarant. Declarant shall have the right from time to time, at its sole discretion, to perform at Declarant's expense the duties and obligations required hereunder to be performed by the Community Association, and in connection therewith to reduce the budget of the Community Association and the assessments for common expenses payable by the 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.

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

ARTICLE 17: COVENANT FOR ASSESSMENTS

17.1 Assessments Established. The Community Association shall be responsible to levy the following assessments:

- 17.1.1 Residential Assessments as defined in Section 17.5 hereof;
- 17.1.2 Commercial Assessments as defined in Section 17.5 hereof;
- 17.1.3 Special Assessments as defined in Section 17.9 hereof; and
- 17.1.4 Specific Assessments as defined in Section 17.10 hereof.

17.2 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' and paralegals' fees (whether or not incurred in or out of litigation, or in any mediation, arbitration, bankruptcy or other administrative proceeding, or any appeal therefrom), are jointly and severally the personal obligation of the respective Parcel.

17.3 General Expenses; Residential Expenses. The Board shall prepare and adopt an annual budget which, inter alia, sets forth the requirements for the common expenses to provide and be used for the operation, management and all other general activities of the Community Association, for the operation, management, upkeep and repair of the Common Properties (including the establishment of reserves for capital improvements and deferred maintenance as may be required but excluding any expenses or reserves regarding the Community Entry Features or any of the Town Center facilities (if applicable)), and for the payment of general, office, administrative and all other expenses of the Community Association in connection with the performance of such duties as may be required by this Declaration, the Articles, the By-Laws, or as decided by the Board of Directors ("General Expenses").

General Expenses shall be divided into 2 categories: "Residential Expenses," which shall be collected on a pro rata basis from each Home; and Shared Expenses as more specifically described hereinafter. The allocation of the General Expenses shall be in the manner as provided for in Exhibit G attached hereto and made a part hereof.

17.4 Shared Expenses. The annual budget to be prepared and adopt by the Board shall include separately the requirements for shared common expenses between the Commercial Property and the Residential Property, which shall include, but shall not be limited to, expenses associated with the Community Entry Features (which mean those expenses pertaining to the operation, management, maintenance, upkeep and repair of such Community Entry Features and any reserves for capital improvements or deferred maintenance as may be required) and any other expenses pertaining solely to the performance of the obligations and duties of the Community Association with respect to the shared matters between the Commercial Property and the Residential Property ("Shared Expenses"). The allocation of the Shared Expenses shall be in the manner as provided for in Exhibit G attached hereto and made a part hereof.

17.5 Residential Assessments and Commercial Assessments. The Community Association, by and through the Board, shall levy against each Commercial Owner an annual assessment ("Commercial Assessment") as determined in accordance with Exhibit G attached hereto and made a part hereof. The Board shall also levy an annual assessment against each Homeowner with respect to each Home owned ("Residential Assessment") which shall also be determined in accordance with the provisions of Exhibit G attached hereto and made a part hereof. The Commercial Assessments and the Residential Assessments are sometimes herein referred to individually or collectively as the "General Assessments."

17.6 Initial General Assessment. The initial General Assessments for the initial year of operation shall be established as set forth in Exhibit G attached hereto and made a part hereof, and such rate will remain in effect for each year until different General Assessments are determined by the Board.

17.7 Determination of General Assessments. Except with regard to the initial General Assessment, the amount of the General Assessment shall be levied against each Owner by the Board of Directors, and the Board shall make diligent effort to provide notice of such assessments to the Owners at least 30 days in advance of each General Assessment period. The General Assessments shall be based upon the annual budget adopted by the Board of Directors at a meeting at which notice was given to the members in accordance with Section 720.303, Florida Statutes. The General Assessment period shall coincide with the Community Association's fiscal year. Except for the initial General Assessments, written notice of the amount of the respective General Assessments should be given to each respective Member except that notice of the amount of the General Assessments need not be given to Class B Members, but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid assessment. Unless the Board of Directors shall determine otherwise, the General Assessments shall be payable in quarterly installments. In any event, the Board of Directors shall fix the date(s) that the General Assessments shall be due. The Board of Directors may modify the budget as necessary during the fiscal year, and levy modified General Assessments in conformity therewith.

17.8 Adoption of Budgets in Subsequent Years. It shall be the duty of the Board annually to prepare a budget covering the estimated expenses of the Community Association for the coming year ("Annual Budget"). Any budget adopted by the Board may include a capital contribution establishing a reserve fund, in accordance with a reserve budget separately prepared, and shall separately list general and specific expenses, if any. Subsequent to Turnover, it shall be the duty of the Board to prepare the Annual Budget and mail the same to all Members. The Board shall cause a copy of the Annual Budget, and the notice of the Assessment amounts, to be delivered to each Owner at least 30 days prior to the beginning of each fiscal year. The Annual Budget and all Assessments shall be determined by the Board of Directors in their sole and absolute discretion.

Notwithstanding the foregoing, in the event the proposed Annual Budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as an Annual Budget shall have been determined as provided herein, the 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 budget 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.

17.9 Special Assessments. In addition to the General Assessments, the Community Association may levy against each Homeowner and/or Commercial Owner, in accordance with the allocation procedure set forth in Exhibit G attached hereto and made a part hereof, 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 budget prepared and on which the pertinent classification of General Assessment was based.

17.10 Specific Assessments. All accrued liquidated indebtedness of any Owner arising under any provision of this Declaration may also be levied by the Community 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.

17.11 Declarant's Assessments. Notwithstanding any provision of this Declaration or the Articles or By-Laws to the contrary, Declarant shall not be obligated to pay any assessment for any Parcel which it may own during any period of time that Declarant shall be responsible for paying the difference between the Community Association's operating expenses and the sum of the revenues of the Community Association from all sources. The term "all sources" used in the previous sentence includes, but is not limited to, interest earned on Community Association deposits, revenues from the operation of Common Property, 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, depreciation reserves or capital expenditure. Declarant shall be obligated for deficit funding for each year of operation until such time that Declarant shall give written notice to the Board of the Community Association terminating its responsibility for deficit funding during the next succeeding fiscal year. Upon giving such notice, each Parcel owned by Declarant shall thereafter be assessed in the same manner as Parcels owned by Owners other than Declarant. Notwithstanding the foregoing, any deficit funding provided by Declarant pursuant to this Section shall automatically terminate as of Turnover.

17.12 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 public or governmental authority.

17.13 Commencement of General Assessment. Payment of the General Assessments for any subject fiscal year shall be required as to Homes or Parcels which satisfy the requirements for assessment set forth in Exhibit G attached hereto and made a part hereof as of the first day of such fiscal year. Each Owner shall pay the assessed amounts directly to the Community Association.

17.14 Lien for Assessments. All sums assessed against any Home or Parcel pursuant to this Declaration, together with interest, late fees, all amounts coming due thereafter, and all costs and expenses of collection, including reasonable attorneys' and paralegal fees, shall be secured by a continuing lien in favor of the Community Association on such Home 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 Home 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 Community 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.

17.15 No Set-Offs. No Owner shall have the right to set-off or reduce any General Assessment, Special Assessment or Specific Assessment by any claims that such Owner may have or may claim to have against the Community Association or against Declarant.

17.16 Certificate. Upon demand, and for a reasonable charge, the Community Association will furnish to any interested person a certificate signed by an officer of the Community Association setting forth whether there exists any unpaid General Assessment, Special Assessment or Specific Assessment against a specific Home or Parcel, and, if so, the unpaid balances(s).

17.17 Remedies of the Community 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 Community 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 Community Association's lien or its priority.

17.18 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 Community Association, including, but not limited to, reasonable attorneys' and paralegals' fees (whether or not incurred in or out of litigation, or in any mediation, arbitration or bankruptcy proceeding, or any appeal therefrom). All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Community Association any assessments against the Home or Parcel that become due during the pendency of the foreclosure, which Assessments also are secured by the lien foreclosed. The Community Association has the right and power to bid at the foreclosure or other legal sale to acquire the Home or Parcel foreclosed, or to acquire such Home 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 Home or Parcel or other property 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.

17.19 Reimbursement of Fee for Worthless Check. In the event the Community Association incurs any bank service charge or fee as a result of depositing a worthless or otherwise uncollectible check issued to the Community Association for the payment of any Assessment or other sum due to the Community Association, the issuer of such worthless or otherwise uncollectible check shall reimburse the Community Association for such bank service charge or fee incurred.

17.20 Subordination of Lien. Except where a claim of lien has been recorded in the public records prior to the recording of a valid First Mortgage of an Institutional Lender, the lien for any Assessment provided in this Article is subordinate to the lien of any such First Mortgage. A claim of lien by the Community Association arising from nonpayment of an Assessment is also subordinate to any other mortgage lien recorded prior to the time of recording of such claim of lien. Sale or transfer of any Home or Parcel does not affect the Assessment lien. If the claim of lien is recorded prior to the recording of any mortgage lien, then the Community Association may (but is not obligated to) give any lienholder of record 30 days' written notice within which to cure such delinquency before instituting foreclosure proceedings against the Home or Parcel. Any lienholder holding a lien on a Home or Parcel or other property may pay, but is not required to pay, any amounts secured by the lien established by this Article, and upon such payment, such lienholder will be subrogated to all rights of the Community Association with respect to such lien, including priority.

17.21 Fines. The Community Association shall have the power, but not the duty, to impose fines against an Owner for each and any violation of the provisions of this Declaration, the Articles, the By-Laws and/or the Rules and Regulations; provided, however, that any such fine shall only be levied in accordance with the applicable provisions of Chapter 720, Florida Statutes. The maximum fine to be levied against an Owner shall not exceed the lesser of \$100.00 per violation or the maximum amount permitted under Chapter 720, Florida Statutes. A fine may also be levied against an Owner for violations committed by any tenant, guest, licensee or invitee of such Owner. Additional provisions pertaining to fines may be contained in the By-Laws for purposes of amplification.

17.22 Payment of Assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors and such determinations by the Board may include, without limitation, acceleration of that fiscal year's assessments for delinquencies. Unless the Board otherwise provides, the General Assessments shall be paid annually in advance and Special Assessments and Specific Assessments shall be paid when levied.

17.23 Reserve Budget and Reserve Contribution. The Board of Directors may, but shall not be obligated to, annually prepare a reserve budget which shall take into account the number and nature of

replaceable assets, the useful life of each asset and the anticipated repair and replacement cost. If a reserve budget is established, the Board shall set the required reserve contribution. The reserve contribution required shall be fixed by the Board and included within the budget for Residential Expenses; provided, however, that if the reserve contribution pertains only to the Community Entry Features, then the reserve contribution required will be included only within the budget for Commercial Expenses. The reserve accounts may, if funded, be used by the Board of Directors to fund capital replacements, capital additions and capital repairs.

17.24 Date of Commencement of Assessments. The obligation to pay the Residential Assessment provided for herein shall commence as to each Home on the date the Homeowner is conveyed title. The obligation to pay the Commercial Assessment provided for herein shall commence as to each Commercial Owner on the date such Owner is conveyed title to a Commercial Parcel. The first year's General Assessment levied on any Home or Commercial Parcel shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence.

17.25 Contributions to Capital. At the time the initial sale of each Lot or Unit is closed, the purchaser of the Lot shall pay to the Community Association an "Initial Working Capital Fund Payment." This sum shall be used and applied for start-up costs and as a working capital fund in connection with all initial operating expenses for the Community Association. This payment shall not be refundable or applied as a credit against the Homeowner's payment of assessments. The amount of the Initial Working Capital Contribution shall be specified in the purchase contract between Declarant and the purchaser.

ARTICLE 18: MISCELLANEOUS PROVISIONS RESPECTING MORTGAGEES

18.1 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 a 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 Declaration conflict with the following provisions, the following provisions shall control:

18.1.1 Upon request in writing to the Community Association identifying the name and address of the Institutional First Mortgagee or the insurer or guarantor of a recorded First Mortgage on a Home or Parcel ("Insurer or Guarantor") and the number or address of the Home or Parcel on which it has (or insures or guarantees) the First Mortgage, the Community 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 Home or Parcel securing its mortgage, (b) any 60-day delinquency in the payment of Assessments or charges owed by the Owner of the Home 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 Community 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.

18.1.2 Any Institutional First Mortgagee who comes into possession of a Home or Parcel pursuant to the remedies provided in the First Mortgage, through either deed-in-lieu or foreclosure, shall, to the extent permitted by law, take such property free of any claims for unpaid Assessments and charges in favor of the Community Association against the mortgaged Home 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 Home or Parcel, whichever occurs first; provided, however, that this provision shall not apply to unpaid assessments and charges for which the Community 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.

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

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

(ii) 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 Community 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.

(iii) to receive written notices of all meetings of the Community Association and to designate a representative to attend all such meetings.

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

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

18.1.4 No provision of this 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 Homes or Parcels and/or the Common Property, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Homes or Parcels affected shall be entitled, upon specific written request, to timely written notice of any such loss.

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

18.1.6 If any Home 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 Home 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 Home or Parcel or the Common Property or other party to priority over such First Mortgagee with respect to the distribution to such Home or Parcel or the Common Property of the proceeds of any award or settlement.

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

18.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Community Association the name and address of the holder of any mortgage encumbering such Owner's Home or Parcel.

18.4 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 Community Association does not receive a written response from the First Mortgagee within 30 days of the date of the Community Association's request, based upon the date indicated on a postal return receipt or other certified evidence showing delivery.

ARTICLE 19: DAMAGE, DESTRUCTION AND RESTORATION OF COMMON PROPERTY

19.1 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 the applicable reserve fund maintained by the Community 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, the applicable Reserve Fund 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 the applicable reserve fund 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 Community Association, or (b) divided among all Members in proportion to their respective collective Assessment allocations from the entire Community Association budget.

In the event the improvements forming a part of the easements created herein in the Commercial Units benefiting the Community Association or Owners, or any portion thereof, shall suffer damage or destruction from any cause, the proceeds and reconstruction shall be made in accordance with the provisions of the foregoing paragraph to the extent that the easements benefiting the Community Association or Owners are affected thereby. There shall be no duty to repair or reconstruct the balance of the Commercial Units, but if Declarant or Owner desires to do so, then such work shall be done in accordance with the provisions of this Declaration.

19.2 Withdrawal of Damaged or Destroyed Common Property From Declaration. Any portion of the Common Property affected by damage or destruction may be withdrawn from being subject to this 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 Community Association and such property was contributed to the Community 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 Community Association, or (b) divided among the Members in proportion to their respective collective Assessment allocations from the entire Community Association budget. Such withdrawal shall be accomplished by an action of the Board of Directors through a recorded supplement to this Declaration, executed by the president or vice-president and the secretary of the Community Association, which specifically and legally describes the property being withdrawn.

ARTICLE 20: CONDEMNATION

Whenever all or any part of the Common Property owned by the Community 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 Community 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 Declaration, and the Board shall otherwise agree, the Community 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 21: TERMINATION OF THE DECLARATION

At a meeting of all Owners called for such purpose, upon the affirmative vote of 100% of the eligible voting interests eligible to be cast at a meeting of the Community Association, the Owners may elect to terminate this Declaration and dissolve the Community 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 governmental entities, First Mortgagees, Insurers, and Guarantors entitled to notice under Article 18 of this 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 Declaration may not be terminated unless the instrument of termination is joined in by the SFWMD or any successor controlling governmental authority.

ARTICLE 22: DECLARANT'S RIGHTS

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

22.1.1 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;

22.1.2 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 be 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

22.1.3 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 Home and Parcels therein by sale, lease or otherwise; or

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

22.2 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.

22.3 Reserved Use Rights of Declarant. Notwithstanding any provisions contained in the 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 Homes and Parcels, including, but not limited to, business 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 Parcel owned by Declarant as models, or information or sales offices.

22.4 Requirement for Declarant Consent. So long as Declarant continues to have rights under this Article, no Person shall record any Neighborhood 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 Neighborhood Declaration or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant,

22.5 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.

22.6 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 Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

22.7 Assignment of Declarant's Rights. Any or all of the rights, privileges, or options provided to or reserved by Declarant in this Declaration, the Articles or the 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 BCG 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 BCG (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 BCG 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 23: AMENDMENTS

23.1 Amendments in General.

23.1.1 Subject to the provisions of this Declaration where applicable and except as otherwise provided herein, Declarant may amend this 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 Homes which may have been or may ultimately be constructed within the Community and subjected to the scope of this Declaration (for purposes of disclosure, Declarant presently intends that all residential property contained in the Community shall be subjected to the scope of this Declaration).

23.1.2 Thereafter, this Declaration may be amended by an instrument executed by the Community Association with the formalities from time to time required of a deed and approved by not less than 90% of the total voting interests in the Community Association at a meeting of the Community Association. No amendment is effective until an amendment document is executed by the president or vice president and the secretary of the Community 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.

23.1.3 Notwithstanding any provision herein to the contrary, pursuant to its rights hereunder to amend the Declaration, Declarant expressly reserves the right to amend the legal descriptions for any of the Parcels, to further subdivide any particular Parcel into two or more Parcels, or to create new classes or recategorize existing classes of Parcels or membership.

23.1.4 Notwithstanding any provisions to the contrary contained in this Declaration, any amendment which will affect the Stormwater Drainage and Management System serving the Property must have the prior written approval of the SFWMD or its successor agency, if any, in order to be effective and binding.

23.2 Special Amendments. Anything herein to the contrary notwithstanding, and subject to the requirement of First Mortgagee approval set forth in Article 18 where applicable, Declarant reserves the

right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements the South Florida Water Management District or its successor agency, of the Federal National Mortgage Association, the Government National Mortgage 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 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 Homes or Parcels; (iii) to correct clerical or typographical errors in this Declaration; or (iv) to bring this 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 Home 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, 2025.

ARTICLE 24: GENERAL PROVISIONS

24.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Community Association or the Owner of any Parcel subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date this 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 votes of the Member entitled to vote, 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 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, the City 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 Association. All actions to be taken by the Community Association under this 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 Declaration, the Articles or the By-Laws.

24.3 Covenant Running with Property. The covenants and restrictions of this 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 Home or Parcel, hereby agrees that the deed of conveyance of the Home or Parcel to a third party shall specifically state that the Home 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 Homes.

24.5 Enforcement. Unless expressly provided otherwise, the Community 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 Declaration. If the Community Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' and paralegals' fees (whether or not incurred in or out of litigation, or in any mediation, arbitration, bankruptcy or other administrative proceeding, or any appeal therefrom). If the Community Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' and paralegals' fees (whether or not incurred in or out of

litigation, or in any mediation, arbitration, bankruptcy or other administrative proceeding, or any appeal therefrom), payable to the prevailing party, may be assessed as a Specific Assessment against such losing Owner's Home or Parcel as provided hereinabove. Failure by the Community 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 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 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 "Home" 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 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 Homes and Parcels by providing a common plan for their development and enjoyment. The various headings used in this 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. It is acknowledged that the Community Association is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Chapter 718, Florida Statutes.

24.9 Indemnification. The Community 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 oilier 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 had 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 Community Association (except to the extent that such officers or directors tray also be Members of the Community Association), and the Community 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 Community 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 Community Association, nor shall any legal services be provided with respect to preparing for such judicial or administrative proceedings unless approved by a vote of 75% of the Members eligible to vote. The Community 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. The budget shall be based upon an estimate of the total cost and fees of the litigation made by the attorney being retained by the Community Association for the litigation. The Community Association shall assess all Owners obligated to pay General Assessments by Special Assessment for the total estimated costs and fees of the proposed litigation and no funds from General Assessments or other sources may be used for such purpose. The Special Assessment must be more than 75% collected prior to preparation for and institution of legal proceedings. This Section shall not apply, however, to (a) actions brought by the Community Association against parties other than Declarant to enforce the provisions of this Declaration (including without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as

provided herein, (c) proceedings involving challenges to ad valorem taxation, (d) counterclaims brought by the Community Association in proceedings instituted against it, or (e) 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 Declaration may be cumulative with those of any Neighborhood Association and the Community 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 Neighborhood Association shall be subject and subordinate to those of the Community Association. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Community Association.

24.12 Use of the Term "Sun City Center". No person shall use the term "Sun City Center" or any derivative thereof or logo used in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the term "Sun City Center" in printed or promotional matter where such term is used solely to specify where that particular property is located and the Community Association shall be entitled to use the term "Sun City Center" in its name and operations of the Community Association.

24.13 Compliance. Every Owner and occupant of any Home or Parcel, their guests and invitees, shall comply with all lawful provisions of this Declaration, the By-Laws and Rules and Regulations of the Community 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 Community Association or, in a proper case, by any aggrieved party. 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 Community 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, the Lee County shall be entitled, in addition to all other awards or directions of enforcement, to all reasonable attorney's fees and court costs incurred by said County relative to its enforcement of the foregoing.

24.14 Independent Builders. The Property is a master planned mixed use community being developed by Declarant. The individual buildings constructed within the Property may be constructed by Declarant or others who are independent contractors who purchase unimproved Parcels from Declarant. If a building is constructed by a person or entity other than Declarant, Declarant shall have no liability whatsoever for such builder's activities, whether direct or indirect, including, without limitation, marketing or construction of the building or actions of any principal, officer, trustee, partner, agent or subcontractor.

24.15 Notice of Transfer of Home. In the event that any Homeowner desires to sell or otherwise transfer title of his or her Home, (by sale, gift or judicial decree), such Homeowner shall give the Board of Directors at least 7 days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board of Directors may reasonably require. The transferee shall remain jointly and severally liable with the transferor for all obligations of the Owner of the Home, including payment of all Assessments, notwithstanding the transfer of title to the Home.

24.16 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 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 agrees 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.

24.17 Security. Declarant, the CDD and the Community Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property more secure than they otherwise might be. **Neither the Community Association nor the CDD nor Declarant shall in any way be considered insurers or guarantors of security or safety within the Property. Neither the Community Association nor the CDD nor Declarant shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security or safety measures undertaken. All Owners and occupants of any Home or Parcel, tenants, guests and invitees of any Owner, as applicable, acknowledge that Declarant, the CDD and the Community 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 security system designated by or installed according to guidelines established by Declarant or the ACC may not be compromised or circumvented, that any fire protection or electronic monitoring systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and that fire protection or electronic monitoring systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner and occupant of any Home or Parcel, and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that each Owner and occupant of any Home or Parcel and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to Homes and to the contents of Homes and further acknowledges that the Community Association, the CDD, and Declarant have made no representations or warranties nor has any Owner, occupant, 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 security systems recommended or installed or any security measures undertaken within the Property.**

24.18 Disclaimer of Association Liability. As used in this Section, "Associations" shall mean the Community Association, all Neighborhood 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 of Incorporation, By-Laws; any rules or regulations of the Associations or any other document governing or binding the Community Association (collectively, the "Association Documents"), the 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, occupant or 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 Association Documents that the various provisions thereof which are enforceable by the 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 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 Lee County or the prevention of tortious activities. Each Member (by virtue of his or her acquisition of a Home 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 Associations has been disclaimed in this Article. Each Member does hereby release Declarant and the Associations from all liability from injury and/or accidental death due to adverse weather and all effects and results thereof.

24.19 Proximity to Golf Course; Assumption of Risk. Owning or occupying property adjacent or close to Golf Course involves certain risks which may affect the use and enjoyment of the neighboring Home, Lot, Unit or Parcel. Such risks may include, but are not limited to, errant golf balls with the potential of causing bodily injury or damage to property, or noise due to golf course maintenance machinery and equipment. Additionally, herbicides, pesticides, and other chemicals may be used from time to time on the Golf Course for care and maintenance of the Golf Course. Each Owner assumes such

risks and agrees that neither Declarant nor the Community Association nor any entity owning or managing the Golf Course will be liable to Owner or any invitee, tenants, licensees, guests or family of Owner claiming any loss or damage for personal injury, damage to property, trespass or any other alleged wrong attributable to any extent to the proximity of the Home, Parcel, Lot or Unit to the Golf Course and its operation as such.

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IN WITNESS WHEREOF, the undersigned, being Declarant, herein has caused this Declaration to be executed by its authorized officer and affixed its corporate seal as of this 4th day of December, 2001.

WITNESSES:

Bay Colony-Gateway, Inc., a Delaware corporation

Name: Denise L. Lavery
Print Name: Denise L. Lavery

By: [Signature]
Tim Oak, Vice President

Name: [Signature]
Print Name: [Signature]

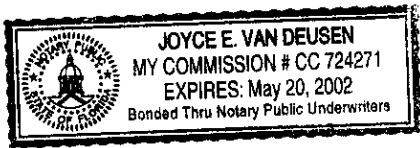
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 4th day of December, 2001, by Tim Oak, as Vice President of Bay Colony-Gateway, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me.

My Commission Expires:
(AFFIX NOTARY SEAL)

[Signature]
(Signature)
Name: Joyce VanDeusen
(Legibly Printed or Typed)
Notary Public, State of Florida
CC 724271
(Commission Number, if any)



JOINDER AND CONSENT

Sun City Center Ft. Myers Community Association, Inc., a Florida not-for-profit corporation, hereby joins in and consents to the terms and provisions of the Community Declaration for Sun City Center Ft. Myers to which this instrument is attached.

Dated this 4th day of December, 2001.

WITNESSES:

Sun City Center Ft. Myers Community Association, Inc., a Florida not-for-profit corporation

Name: Denise L. Lavery
Print Name: Denise L. Lavery

By: [Signature]
Tim Oak, President

(Corporate Seal)

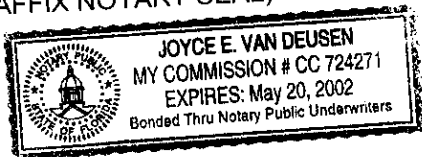
Name: Cathleen Smith
Print Name: Cathleen Smith

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 4th day of December, 2001, by Tim Oak, as President of Sun City Center Ft. Myers Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me.

My Commission Expires:

(AFFIX NOTARY SEAL)



[Signature]
(Signature)

Name: Joyce E. Van Deusen
(Legibly Printed or Typed)
Notary Public, State of Florida

CC 724271
(Commission Number, if any)

**CONSENT OF MORTGAGEE REGARDING
COMMUNITY DECLARATION FOR SUN CITY CENTER FT. MYERS**

Fleet National Bank, f/k/a BankBoston, N.A., a national banking association, as Agent for the Banks (the "Mortgagee"), the holder of that certain Second Consolidated, Amended and Restated Mortgage and Security Agreement and Notice of Future Advance, dated April 26, 2000 and recorded in Official Records Book 3248, Page 3065, of the Public Records of Lee County, Florida (the "Mortgage"), which Mortgage constitutes a lien upon the real property described in the Community Declaration for Sun City Center Ft. Myers dated December 4, 2001, to which this Consent is attached (the "Declaration"), hereby consents to Bay Colony-Gateway, Inc., a Delaware corporation (the "Declarant"), recording the Declaration and subjecting the real property described in the Declaration to the terms and provisions of such Declaration.

Notwithstanding the execution of this consent, nothing herein shall be construed to render the Mortgagee responsible or liable for the performance of any of the covenants or undertakings of Declarant under the Declaration nor shall this consent affect the priority of the Mortgage lien and interest of the Mortgagee.

Dated this 3 day of December, 2001.

WITNESSES:

[Signature]
Name: DANIEL P. STEGEMULLER

[Signature]
Name: OLIVIA A. NARR

Fleet National Bank, f/k/a BankBoston, N.A., a national banking association

By: [Signature]
Steven P. Selbo, Director

(SEAL)

STATE OF GEORGIA
COUNTY OF ~~DEKALB~~ Cobb

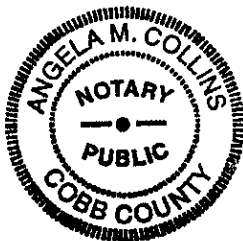
The foregoing instrument was acknowledged before me this 3 day of December, 2001, by Steven P. Selbo, as Director of Fleet National Bank, f/k/a/ BankBoston, N.A., who either is personally known to me or has produced _____ as identification.

My Commission Expires: 1/19/02

(AFFIX NOTARY SEAL)

[Signature]
(Signature)
Name: Angela M. Collins
(Legibly Printed)
Notary Public, State of Georgia

(Commission Number, if any)



My Commission Expires
January 19, 2002.

Exhibit ALegal Description of PropertyAvila at Sun City Center Ft. Myers, A CondominiumPhase I

PART OF TRACT "I", SUN CITY CENTER FT. MYERS, PHASE ONE, AS RECORDED IN PLAT BOOK 69, PAGES 76-81, PUBLIC RECORDS LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST; THENCE S.89°03'49"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION FOR 1933.43 FEET; THENCE N.00°56'11"W., FOR 1,938.70 FEET TO THE POINT OF BEGINNING; THENCE N.19°00'00"E., FOR 377.22 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 119.37 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,700.00 FEET THROUGH A CENTRAL ANGLE OF 04°01'23" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.21°00'42"E. FOR 119.34 FEET TO A POINT OF COMPOUND CURVATURE; THENCE EASTERLY 48.17 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 91°59'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.69°01'05"E. FOR 43.16 FEET; THENCE S.64°59'12"E., FOR 15.79 FEET; THENCE S.72°20'21"E., FOR 62.51 FEET; THENCE S.64°59'12"E., FOR 208.44 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 45.95 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 87°45'11" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.21°06'36"E. FOR 41.59 FEET; THENCE S.22°45'59"W., FOR 221.73 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 49.23 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 94°01'51" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.69°46'54"W. FOR 43.89 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY 48.89 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 31°07'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.47°38'24"W. FOR 48.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 250.84 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 261°18'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.17°15'57"W. FOR 83.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 63.86 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 40°39'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.86°56'13"E. FOR 62.53 FEET; THENCE S.72°44'04"E., FOR 8.15 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 73.74 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 84°29'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.65°00'57"E. FOR 67.24 FEET; THENCE N.22°45'59"E., FOR 70.36 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 52.65 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 100°32'55" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.73°02'26"E. FOR 46.15 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY 40.06 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 25°30'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.43°56'01"E. FOR 39.73 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY

250.84 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 261°18'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.18°09'38"E. FOR 83.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY 26.30 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 16°44'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.75°52'27"W. FOR 26.20 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY 62.06 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 118°31'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.36°29'41"W. FOR 51.57 FEET; THENCE N.22°45'59"E., FOR 294.95 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 146.77 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 980.00 FEET THROUGH A CENTRAL ANGLE OF 08°34'51" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.27°03'25"E. FOR 146.63 FEET; THENCE N.31°20'49"E., FOR 136.51 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 143.57 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,020.00 FEET THROUGH A CENTRAL ANGLE OF 08°03'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.27°18'53"E. FOR 143.45 FEET; THENCE S.66°43'03"E., FOR 148.39 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 117.78 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 755.00 FEET THROUGH A CENTRAL ANGLE OF 08°56'18" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.26°52'40"W. FOR 117.66 FEET; THENCE S.31°20'49"W., FOR 183.11 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 124.90 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 834.00 FEET THROUGH A CENTRAL ANGLE OF 08°34'51" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.27°03'24"W. FOR 124.79 FEET; THENCE S.22°45'59"W., FOR 224.74 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 52.33 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET THROUGH A CENTRAL ANGLE OF 85°40'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.20°04'06"E. FOR 47.59 FEET; THENCE S.62°54'10"E., FOR 102.44 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 30.08 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 86°11'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.19°48'38"E. FOR 27.33 FEET; THENCE S.23°16'55"W., FOR 350.91 FEET; THENCE N.62°54'10"W., FOR 118.16 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 203.51 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET THROUGH A CENTRAL ANGLE OF 35°20'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.80°34'13"W. FOR 200.30 FEET; THENCE S.81°45'45"W., FOR 64.08 FEET; THENCE N.70°23'54"W., FOR 286.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 366,777 SQUARE FEET OR 8.42 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.89°03'49" W.

Proposed Phase II

BEING TRACT "11", SUN CITY CENTER FT. MYERS, PHASE ONE, AS RECORDED IN PLAT BOOK 69, PAGES 76-81, PUBLIC RECORDS LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST; THENCE S.89°03'49"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION FOR 1933.43 FEET; THENCE N.00°56'11"W., FOR 1938.70 FEET; THENCE

N.19°00'00"E., FOR 377.22 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 237.47 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,700.00 FEET THROUGH A CENTRAL ANGLE OF 08°00'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.23°00'07"E. FOR 237.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHEASTERLY 207.59 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,700.00 FEET THROUGH A CENTRAL ANGLE OF 06°59'47" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.30°30'07"E. FOR 207.46 FEET; THENCE N.34°00'00"E., FOR 450.56 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 56.65 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 950.00 FEET THROUGH A CENTRAL ANGLE OF 03°24'59" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.32°17'31"E. FOR 56.64 FEET; THENCE CONTINUE NORTHEASTERLY 96.69 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 950.00 FEET THROUGH A CENTRAL ANGLE OF 05°49'53" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.27°40'05"E. FOR 96.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 47.50 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 90°43'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.70°06'46"E. FOR 42.69 FEET; THENCE S.64°31'36"E., FOR 3.56 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 26.86 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 15°23'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.72°13'14"E. FOR 26.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 30.69 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 11°43'17" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.74°03'14"E. FOR 30.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 23.87 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 320.00 FEET THROUGH A CENTRAL ANGLE OF 04°16'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.70°19'50"E. FOR 23.87 FEET; THENCE S.72°28'03"E., FOR 81.92 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 47.08 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 89°55'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.27°30'31"E. FOR 42.40 FEET; THENCE S.17°27'01"W., FOR 181.82 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 237.69 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 980.00 FEET THROUGH A CENTRAL ANGLE OF 13°53'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.24°23'55"W. FOR 237.11 FEET; THENCE S.31°20'49"W., FOR 136.51 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 152.76 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,020.00 FEET THROUGH A CENTRAL ANGLE OF 08°34'51" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.27°03'24"W. FOR 152.61 FEET; THENCE S.22°45'59"W., FOR 132.10 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 48.30 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 92°14'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.68°53'23"W. FOR 43.25 FEET; THENCE N.64°59'12"W., FOR 204.51 FEET; THENCE N.57°38'04"W., FOR 62.51 FEET; THENCE N.64°59'12"W., FOR 15.79 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 48.17 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 91°59'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.18°59'30"W. FOR 43.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 260,461 SQUARE FEET OR 5.98 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.89°03'49" W.

Proposed Phase III

PART OF TRACT "I", SUN CITY CENTER FT. MYERS, PHASE ONE, AS RECORDED IN PLAT BOOK 69, PAGES 76-81, PUBLIC RECORDS LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST; THENCE S.89°03'49"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION FOR 969.53 FEET; THENCE N.00°56'11"W., FOR 2,768.59 FEET TO THE POINT OF BEGINNING; THENCE N.66°43'03"W., FOR 148.39 FEET TO A POINT ON A CURVE; THENCE NORTHERLY 103.83 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,020.00 FEET THROUGH A CENTRAL ANGLE OF 05°49'56" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.20°21'59"E. FOR 103.78 FEET; THENCE N.17°27'01"E., FOR 356.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 63.86 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 40°39'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.37°46'44"E. FOR 62.53 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY 250.84 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 261°18'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.72°32'59"W. FOR 83.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 63.86 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 40°39'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.02°52'42"E. FOR 62.53 FEET; THENCE S.17°27'01"W., FOR 75.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 47.17 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 90°04'56" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.62°29'29"W. FOR 42.46 FEET; THENCE N.72°28'03"W., FOR 78.48 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 54.53 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 20°49'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.62°03'10"W. FOR 54.23 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY 22.50 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 12°53'19" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.58°04'57"W. FOR 22.45 FEET; THENCE N.64°31'36"W., FOR 13.65 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 43.18 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 82°28'31" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.23°17'21"W. FOR 39.55 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY 214.70 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 950.00 FEET THROUGH A CENTRAL ANGLE OF 12°56'55" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.11°28'27"E. FOR 214.24 FEET; THENCE N.05°00'00"E., FOR 100.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 70.69 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.50°00'00"E. FOR 63.64 FEET; THENCE S.85°00'00"E., FOR 136.83 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 290.04 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 370.41 FEET THROUGH A CENTRAL ANGLE OF 44°51'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.62°33'08"E. FOR 282.69 FEET; THENCE S.06°11'35"W., FOR 159.59 FEET; THENCE S.17°12'43"W., FOR 80.13 FEET; THENCE S.35°22'00"W., FOR 46.01 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 75.05 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET THROUGH A CENTRAL ANGLE OF 17°54'59" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.26°24'30"W. FOR 74.74 FEET; THENCE S.17°27'01"W., FOR 343.30 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 65.34 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 755.00 FEET THROUGH A CENTRAL ANGLE OF 04°57'31" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.19°55'47"W. FOR 65.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 223,690 SQUARE FEET OR 5.14 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.89°03'49" W.

LESS AND EXCEPT:

BEING TRACT "L27A", SUN CITY CENTER FT. MYERS, PHASE ONE, AS RECORDED IN PLAT BOOK 69, PAGES 76-81, PUBLIC RECORDS LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST; THENCE S.89°03'49"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION FOR 1938.70 FEET; THENCE N.00°56'11"W., FOR 1933.43 FEET; THENCE N.19°00'00"E., FOR 377.22 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 356.91 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,700.00 FEET THROUGH A CENTRAL ANGLE OF 12°01'45" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.25°00'53"E. FOR 356.26 FEET; THENCE S.58°58'15"E., FOR 32.00 FEET TO THE POINT OF BEGINNING AND A POINT ON A CURVE; THENCE NORTHEASTERLY 86.49 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,668.00 FEET THROUGH A CENTRAL ANGLE OF 02°58'15" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.32°30'53"E. FOR 86.48 FEET; THENCE N.34°00'00"E., FOR 450.56 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 43.60 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 982.00 FEET THROUGH A CENTRAL ANGLE OF 02°32'38" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.32°43'41"E. FOR 43.60 FEET; THENCE S.60°00'10"E., FOR 49.21 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 39.43 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 75°18'54" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.22°20'43"E. FOR 36.66 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY 232.84 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 832.00 FEET THROUGH A CENTRAL ANGLE OF 16°02'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.23°19'47"W. FOR 232.08 FEET; THENCE S.31°20'49"W., FOR 133.80 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 146.89 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,168.00 FEET THROUGH A CENTRAL ANGLE OF 07°12'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.27°44'39"W. FOR 146.79 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY 62.10 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 38.00 FEET THROUGH A CENTRAL ANGLE OF 93°38'21" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.70°57'40"W. FOR 55.42 FEET; THENCE N.62°13'10"W., FOR 108.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 68,417 SQUARE FEET OR 1.57 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.89°03'49" W.

TOTAL AREA OF PARCEL 192,038 SQUARE FEET OR 4.41 ACRES, MORE OR LESS

Sevilla at Sun City Center Ft. Myers, A Condominium

PART OF TRACT "H", SUN CITY CENTER FT. MYERS, PHASE ONE, AS RECORDED IN PLAT BOOK 69, PAGES 76-81, PUBLIC RECORDS LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST; THENCE S.89°03'49"W., ALONG THE SOUTHEAST QUARTER (SE1/4) THE SOUTH LINE OF SAID SECTION FOR 2,061.65 FEET; THENCE N.00°56'11"W., FOR 2,433.93 FEET TO THE POINT OF BEGINNING; THENCE N.71°00'00"W., FOR 101.27 FEET; THENCE N.72°30'59"W., FOR 69.89 FEET; THENCE N.80°02'44"W., FOR 128.98 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 52.84 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 30°16'22" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.84°49'05"W. FOR 52.22 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY 866.39 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 208.00 FEET THROUGH A CENTRAL ANGLE OF 238°39'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.09°00'37"E. FOR 362.68 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 38.84 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 22°15'21" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.62°47'21"E. FOR 38.60 FEET; THENCE S.73°55'01"E., FOR 25.16 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 53.48 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET THROUGH A CENTRAL ANGLE OF 06°07'43" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.76°58'53"E. FOR 53.46 FEET; THENCE S.80°02'44"E., FOR 142.03 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 131.41 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET THROUGH A CENTRAL ANGLE OF 15°03'32" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.72°30'58"E. FOR 131.04 FEET; THENCE S.64°59'12"E., FOR 248.32 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 115.97 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,800.00 FEET THROUGH A CENTRAL ANGLE OF 03°41'29" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.28°40'19"W. FOR 115.95 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY 46.48 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 88°46'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.71°12'56"W. FOR 41.97 FEET; THENCE N.64°23'42"W., FOR 7.46 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 16.37 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 109.00 FEET THROUGH A CENTRAL ANGLE OF 08°36'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.68°41'47"W. FOR 16.35 FEET; THENCE N.72°59'52"W., FOR 43.24 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 12.72 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 91.00 FEET THROUGH A CENTRAL ANGLE OF 08°00'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.68°59'32"W. FOR 12.71 FEET; THENCE N.64°59'12"W., FOR 134.15 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 136.67 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 520.00 FEET THROUGH A CENTRAL ANGLE OF 15°03'32" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.72°30'58"W. FOR 136.28 FEET; THENCE N.80°02'44"W., FOR 210.51 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 68.54 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 39°16'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.60°24'41"W. FOR 67.20 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 248.18 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 258°32'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.09°57'16"W. FOR 85.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 68.54 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 39°16'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.80°19'14"E. FOR 67.20 FEET; THENCE S.80°02'44"E., FOR 210.51 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 137.70 FEET

ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET THROUGH A CENTRAL ANGLE OF 16°26'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.71°49'39"E. FOR 137.22 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY 46.40 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 88°37'21" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.19°17'53"E. FOR 41.91 FEET; THENCE S.25°00'48"W., FOR 2.27 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 64.42 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 259.00 FEET THROUGH A CENTRAL ANGLE OF 14°15'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.17°53'15"W. FOR 64.26 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 49.10 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 991.00 FEET THROUGH A CENTRAL ANGLE OF 02°50'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.12°10'52"W. FOR 49.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 240,786 SQUARE FEET OR 5.53 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.89°03'49" W.

Verona at Sun City Center Ft. Myers, A Condominium

PART OF TRACT "H", SUN CITY CENTER FT. MYERS, PHASE ONE, AS RECORDED IN PLAT BOOK 69, PAGES 76-81, PUBLIC RECORDS LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST; THENCE S.89°03'49"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION FOR 2,031.19 FEET; THENCE N.00°56'11"W., FOR 1,962.45 FEET TO THE POINT OF BEGINNING; THENCE N.83°14'56"W., FOR 243.14 FEET; THENCE S.84°40'47"W., FOR 84.00 FEET; THENCE S.80°27'48"W., FOR 256.21 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 641.14 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 184.00 FEET THROUGH A CENTRAL ANGLE OF 199°38'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.00°17'06"E. FOR 362.61 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 275.79 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,275.00 FEET THROUGH A CENTRAL ANGLE OF 12°23'37" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.86°05'25"E. FOR 275.26 FEET; THENCE N.87°42'48"E., FOR 49.37 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 59.96 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 68°42'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.53°21'24"E. FOR 56.43 FEET; THENCE N.19°00'00"E., FOR 109.11 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 86.43 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 99°02'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.30°31'22"W. FOR 76.07 FEET; THENCE S.80°02'44"E., FOR 9.41 FEET; THENCE S.72°30'59"E., FOR 69.89 FEET; THENCE S.71°00'00"E., FOR 101.27 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 93.39 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 991.00 FEET THROUGH A CENTRAL ANGLE OF 05°23'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.16°18'01"W. FOR 93.36 FEET; THENCE S.19°00'00"W., FOR 103.93 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 155.91 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET THROUGH A CENTRAL ANGLE OF 68°42'48" AND

BEING SUBTENDED BY A CHORD WHICH BEARS S.53°21'24"W. FOR 146.73 FEET; THENCE S.87°42'48"W., FOR 295.32 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 68.54 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 39°16'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.72°39'10"W. FOR 67.20 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 248.18 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 258°32'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.02°17'12"E. FOR 85.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 68.54 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 39°16'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.68°04'45"E. FOR 67.20 FEET; THENCE N.87°42'48"E., FOR 295.32 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 203.88 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET THROUGH A CENTRAL ANGLE OF 68°42'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.53°21'24"E. FOR 191.88 FEET; THENCE N.19°00'00"E., FOR 103.93 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 89.81 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,031.00 FEET THROUGH A CENTRAL ANGLE OF 04°59'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.16°30'16"E. FOR 89.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY 36.68 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 191.00 FEET THROUGH A CENTRAL ANGLE OF 11°00'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.19°30'40"E. FOR 36.63 FEET; THENCE N.25°00'48"E., FOR 76.87 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 47.12 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.70°00'48"E. FOR 42.43 FEET; THENCE S.64°59'12"E., FOR 7.32 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 12.73 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 91.00 FEET THROUGH A CENTRAL ANGLE OF 08°01'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.60°58'42"E. FOR 12.72 FEET; THENCE S.56°58'13"E., FOR 43.35 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 15.25 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 109.00 FEET THROUGH A CENTRAL ANGLE OF 08°01'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.60°58'43"E. FOR 15.24 FEET; THENCE S.64°59'12"E., FOR 8.78 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 46.17 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 88°11'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.20°53'41"E. FOR 41.75 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 131.85 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,800.00 FEET THROUGH A CENTRAL ANGLE OF 04°11'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.21°05'56"W. FOR 131.82 FEET; THENCE S.19°00'00"W., FOR 388.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 290,616 SQUARE FEET OR 6.67 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.89°03'49" W.

Portofino at Sun City Center Ft. Myers

PORTOFINO AT SUN CITY CENTER FT. MYERS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 69, PAGES 84 & 85, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

ALSO DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, CITY OF FT. MYERS, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2; RUN THENCE S.89°20'53"W., ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 2, 1276.63 FEET; THENCE S.00°39'07"E., PERPENDICULAR TO SAID NORTH LINE, 1805.62 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SUN CITY CENTER BOULEVARD (100' WIDE RIGHT-OF-WAY) AND TO THE POINT OF BEGINNING; SAID POINT LYING ON THE ARC OF A CURVE (A RADIAL LINE THROUGH SAID POINT BEARS S.82°31'27"E.); THENCE SOUTHWESTERLY, 382.14 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 850.00 FEET AND A CENTRAL ANGLE OF 25°45'33" (CHORD BEARING S.20°21'19"W., 378.93 FEET); THENCE N.71°37'31"W., 79.82 FEET; THENCE N.87°09'22"W., 128.91 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 475.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 920.00 FEET AND A CENTRAL ANGLE OF 29°38'05" (CHORD BEARING N.72°20'20"W., 470.56 FEET) TO A POINT OF TANGENCY; THENCE N.57°31'18"W., 157.51 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 241.24 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 580.00 FEET AND A CENTRAL ANGLE OF 23°49'52" (CHORD BEARING N.69°26'13"W., 239.50 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE WESTERLY, 99.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 22°42'47" (CHORD BEARING S.87°17'27"W., 98.46 FEET) TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY, NORTHERLY AND EASTERLY, 759.74 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 204.00 FEET AND A CENTRAL ANGLE OF 213°22'50" (CHORD BEARING N.02°37'29"E., 390.81 FEET) TO A POINT OF TANGENCY; THENCE S.70°41'06"E., 121.97 FEET; THENCE S.86°10'28"E., 33.86 FEET TO A POINT ON A CURVE; THENCE NORTHERLY, EASTERLY AND SOUTHERLY, 777.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 204.00 FEET AND A CENTRAL ANGLE OF 218°25'01" (CHORD BEARING S.66°57'58"E., 385.29 FEET); THENCE S.57°31'18"E., 138.32 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 299.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 580.00 FEET AND A CENTRAL ANGLE OF 29°38'05" (CHORD BEARING S.72°20'20"E., 296.66 FEET) TO A POINT OF TANGENCY; THENCE S.87°09'22"E., 319.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.977 ACRES, MORE OR LESS.

Bellagio at Sun City Center Ft. Myers

BELLAGIO AT SUN CITY CENTER FT. MYERS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 69, PAGES 82 & 83, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

ALSO DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, CITY OF FT. MYERS, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2; RUN THENCE S.89°20'53"W., ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 2, 1180.31 FEET; THENCE S.00°39'07"E., PERPENDICULAR TO SAID NORTH LINE, 548.30 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SUN CITY CENTER BOULEVARD (100' WIDE RIGHT-OF-WAY) AND TO THE POINT OF BEGINNING; SAID POINT LYING ON THE ARC OF A CURVE (A RADIAL LINE THROUGH SAID POINT BEARS N.86°59'30"E.); THENCE SOUTHWESTERLY, 370.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2950.00 FEET AND A CENTRAL ANGLE OF 07°12'16" (CHORD BEARING S.00°35'38"W., 370.69 FEET); THENCE N.87°26'48"W., 294.69 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 142.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 116°23'16" (CHORD BEARING S.34°21'34"W., 118.98 FEET) TO A POINT OF TANGENCY; THENCE S.23°50'04"E., 58.20 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 101.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 23°12'51" (CHORD BEARING S.35°26'29"E., 100.60

FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY, 818.05 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 207.00 FEET AND A CENTRAL ANGLE OF 226°25'43" (CHORD BEARING S.66°09'56"W., 380.48 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 101.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 23°12'51" (CHORD BEARING N.12°13'38"W., 100.60 FEET) TO A POINT OF TANGENCY; THENCE N.23°50'04"W., 80.14 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 78.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.68°50'04"W., 70.71 FEET) TO A POINT OF TANGENCY; THENCE S.66°09'56"W., 59.20 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 164.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 20°05'14" (CHORD BEARING S.76°12'33"W., 163.93 FEET) TO A POINT OF TANGENCY; THENCE S.86°15'10"W., 86.97 FEET; THENCE S.68°06'32"W., 136.80 FEET; THENCE N.89°02'37"W., 76.81 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, NORTHERLY AND EASTERLY, 717.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 207.00 FEET AND A CENTRAL ANGLE OF 198°30'39" (CHORD BEARING N.10°12'42"E., 408.61 FEET) TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 101.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 23°12'51" (CHORD BEARING S.82°08'24"E., 100.60 FEET) TO A POINT OF TANGENCY; THENCE N.86°15'10"E., 96.41 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 45.58 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 20°05'14" (CHORD BEARING N.76°12'33"E., 45.34 FEET) TO A POINT OF TANGENCY; THENCE N.66°09'56"E., 513.37 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 174.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 21°18'40" (CHORD BEARING N.76°49'16"E., 173.81 FEET) TO A POINT OF TANGENCY; THENCE N.87°28'36"E., 304.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.200 ACRES, MORE OR LESS.

Exhibit B

Description of Common Property

As of the date of recording of the Declaration there are no lands to be included as part of the Common Property which are required to be disclosed in this Exhibit. Section 1.13 of the 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 Declaration and this exhibit, pursuant to Section 4.6.3 of the Declaration, from time to time to provide a description of lands to be contained within the Common Property.

Exhibit C

Description of the Commercial Property

As of the date of recording of the Declaration, there are no Commercial Parcels which are ready to become subject to the Declaration. Declarant has reserved the right to amend the Declaration and this exhibit, pursuant to Section 2.3 of the Declaration, from time to time to include the legal descriptions of the Commercial Parcel(s) to be made subject to this Declaration.

EXHIBIT D

Articles of Incorporation of the Community Association

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SUN CITY CENTER FT. MYERS COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on December 5, 2001, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number R01000119014. 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 N01000008512.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Fifth day of December, 2001

Authentication Code: 901A00064909-120501-N01000008512-1/1



CR2EC22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

AUDIT NO. H01000119014 8

**ARTICLES OF INCORPORATION
OF
SUN CITY CENTER FT. MYERS COMMUNITY ASSOCIATION, INC.
(A Corporation Not for Profit)**

THE UNDERSIGNED INCORPORATOR to these Articles of Incorporation hereby proposes the incorporation under Chapters 617 and 720, Florida Statutes, of a corporation not for profit, and hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida, Articles of Incorporation, and hereby certifies as follows:

ARTICLE I: NAME AND LOCATION

The name of this corporation shall be **SUN CITY CENTER FT. MYERS COMMUNITY ASSOCIATION, INC.** (hereinafter referred to as the "Community Association"), and its initial office for the transaction of its affairs shall be 24301 Walden Center Drive, Suite 300, Bunka Springs, Florida 34134, and the initial Registered Agent at that address is Vivian N. Hastings.

ARTICLE II: PURPOSES

This Community 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 Community 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 Community Association in furtherance of one or more of its purposes. The general purpose of this Community Association is to promote the common interests of the property owners in Sun City Center Ft. Myers (hereinafter referred to as the "Community"), and the specific purpose is to perform the functions of the Community Association contemplated in the Community Declaration for the Community recorded in the Public Records of Lee County, Florida (hereinafter referred to as the "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 Neighborhood Association as set forth in the Declaration;
- (b) Fix, levy, collect and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the 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 Neighborhood Association;
- (g) Maintain, repair and replace Common Properties as contemplated by the 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.

Prepared by: Robert S. Freeman, Esquire, Carlton Fields, P.A., One Harbour Place,
Tampa, FL 33602 (813) 223-7000 Fla. Bar No. 881562

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ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

A. Eligibility. Every person, whether an individual, corporation or other entity, who is the record owner of a Parcel that is subject to Assessment pursuant to the Declaration shall become a member of the Community Association upon the recording of the instrument of conveyance. If title to a Parcel is held by more than one person, each such person shall be a member. An Owner of more than one Parcel is entitled to membership for each Parcel owned. No person other than an Owner may be a member of the Community Association, and a membership in the Community 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 Homeowner's vendee in possession.

If more than one person owns a fee interest in any Parcel, all such persons are members, but there may be only one vote cast with respect to such 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 Community 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 Parcel is held in a tenancy by the entireties, and in such event either tenant is entitled to cast the vote for such Parcel unless and until the Community Association is notified otherwise in writing by such co-tenants by the entireties.

B. Classes of Membership and Voting; Transfer of Control. The Community Association shall have three 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 Residential Parcels of the Community ("Homeowners") except Declarant. All Class B memberships shall belong to Declarant. Upon termination of Class B membership as provided below, Class A members shall be all Homeowners, including Declarant so long as such Declarant is an Owner. The Class C members shall be the owners of Commercial Parcels. Voting shall be accomplished in accordance with the schedule set forth in Exhibit E to the Declaration. There shall be no cumulative voting for Directors or any other matters.

Until such time as Class B membership is terminated, Declarant shall be entitled to solely appoint all Members of the Board. The Class B membership will terminate and convert automatically to Class A membership, and transfer of control of the Community Association for the Members other than Declarant shall occur, upon the earlier of (a) 3 months after 50% of the Lots in all portions of the Community which are or may be ultimately subject to governance by the Community Association have been conveyed to third party Homeowners; or (b) 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 Lee County, Florida.

Upon termination of Class B membership, all provisions of the Declaration, Articles of Incorporation, or 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 upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title.

ARTICLE IV: TERM OF EXISTENCE

The Corporation shall have perpetual existence. In the event the Corporation is dissolved, the Corporation 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: INCORPORATOR

The name and address of the Incorporator to these Articles of Incorporation is the following:

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NAME
Robert S. Freedman

ADDRESS
Carlton Fields, P.A.
One Harbour Place
777 S. Harbour Island Boulevard
Tampa, Florida 33602-5799

ARTICLE VI: MANAGEMENT

The affairs of the Corporation 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 of the Community Association, 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 Community 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 Community Association except with respect to those who are elected by the Class B members. 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 Community Association. Vacancies occurring on the Board and among the officers shall be filled in the manner prescribed by the By-Laws of the Community Association.

Notwithstanding the foregoing, the Class A members shall have the right to elect all Directors as long as there shall be Class B membership, except that such Class B members, in their sole discretion, may voluntarily consent to the election of one director by the Class A members after 50% of the Lots in the Community have been conveyed to Class A members.

ARTICLE VII: INITIAL OFFICERS

The names of the initial officers who are to serve until their successors are elected under the provisions of these Articles of Incorporation and the By-Laws are the following:

<u>Title</u>	<u>Identity</u>
President	Tim Oak
Vice President	Valerie McChesney
Secretary-Treasurer	Milt Fliin

ARTICLE VIII: INITIAL BOARD OF DIRECTORS

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

Tim Oak	24301 Walden Center Drive, Suite 300 Bonita Springs, Florida 34134
Valerie McChesney	24301 Walden Center Drive, Suite 300 Bonita Springs, Florida 34134

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Mit Filin

24301 Walden Center Drive, Suite 300
 Donita Springs, Florida 34134

ARTICLE IX: BY-LAWS

The By-Laws of the Community Association shall be adopted by the Initial Board of Directors, as constituted under Article VIII above, at the organizational meeting of the Board. Thereafter the By-Laws may be altered, amended, or rescinded by the affirmative vote of 2/3 of the Board of Directors, and after notice to the members, by the majority vote of Class A members, and the unanimous vote of the Class B members, present at any regular or special meeting of the membership.

However, 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 Lots in the Community.

ARTICLE X: AMENDMENTS

Amendments to these 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 effected thereby shall be given to each member of record 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 both the affirmative vote of a majority of the votes of members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all members entitled to vote thereon.

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 the By-Laws shall be valid which affects any of the rights and privileges provided to the Developer without the written consent of the Developer as long as Developer shall own any Lots in the Neighborhood, and (b) no amendment which will affect any aspect of the surface water management system located on the Property shall be effective without the prior written approval of the South Florida Water Management District.

ARTICLE XI: REGISTERED OFFICE AND AGENT

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

Vivien N. Hastings
 24301 Walden Center Drive, Suite 300
 Bonita Springs, Florida 34134

The above address is also the address of the registered office of the Community Association.

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Robert S. Freedman
Robert S. Freedman, Incorporator

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of December, 2001, by ROBERT S. FREEDMAN, being known to me to be the person who executed the foregoing Articles of Incorporation, and who acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein set forth. He is personally known to me.

My Commission Expires:

(AFFIX NOTARY SEAL)

Charlene Carpenter
(Signature)
Name Charlene Carpenter
(Legitily Printed)
Notary Public, State of Florida
DD 050927
(Serial Number, if any)



ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for Sun City Center Fl. Myers Community Association, Inc., hereby accepts 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 his duties and is familiar with and accepts the obligations of his position as registered agent.

Vivien N. Hastings
Vivien N. Hastings

AUDIT NO. H01000119014 B

Exhibit E

By-Laws of the Community Association

**BY-LAWS
OF
SUN CITY CENTER FT. MYERS COMMUNITY ASSOCIATION, INC.
(A Corporation Not for Profit)**

ARTICLE I: Name and Location

The name of the corporation is **SUN CITY CENTER FT. MYERS COMMUNITY ASSOCIATION, INC.** (hereinafter referred to as the "Community Association"), and its initial office for the transaction of its affairs shall be 24301 Walden Center Drive, Suite 300, 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 Community Declaration for Sun City Center Ft. Myers ("Declaration").

ARTICLE III: Meeting of Members

Section 1. **Annual Meetings.** All annual and special meetings of the Community 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 Community Association shall be held in the fourth quarter of each fiscal year. Notice of the meeting, which shall include an agenda, shall be hand-delivered or sent by first class mail to each member listed in the membership book of the Community Association at the address shown therein ("Member of Record") at least 14 and no more than 60 days prior thereto. The secretary of the Community Association shall obtain and retain a written receipt of delivery or the post office certificate of mailing as proof that the notice was delivered or mailed.

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 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 Community 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 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 Community 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 Community 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 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.** The Community Association shall have three 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 Residential Parcels of the Community except Declarant. All Class B memberships shall belong to Declarant. Upon termination of Class B membership as provided below, Class A members shall be all Homeowners, including Declarant so long as such Declarant is an Owner. The Class C members shall be the owners of Commercial Parcels. Voting shall be accomplished in accordance with the schedule set forth in Exhibit F to the Declaration. There shall be no cumulative voting for Directors or any other matters.

If more than one person owns an interest in any Lot, all such persons are members, but there may be only one vote cast with respect to such Lot. 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 Community 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 is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot unless and until the Community Association is notified otherwise in writing.

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.

ARTICLE IV: Directors

Section 1. **Board of Directors.** Until transfer of control of the Community Association from Declarant to the non-Declarant owners, the affairs of the Community Association shall be managed by a Board of 3 directors. A director must be a member except that the directors elected by the Class B members need not be members and may be the officers and/or employees of Declarant. 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 by concurrence of 2/3 of the votes of the Class A members at a special meeting of the members called for

that purpose. The vacancy in the Board so created shall be filled by the members of the Community Association at the same meeting.

(e) Notwithstanding the foregoing, the Board shall be elected solely by Class B members as long as there are Class B members, with the exception that in the sole discretion of the Class B members, one director may be elected by the Class A members after 50% of the Lots have been conveyed to Class A members.

(f) If desired and agreed to by Declarant in its sole discretion, the Commercial Parcels shall be entitled to collectively elect one member of the Board from time to time.

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.** 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.

At the meeting of the members at which transfer of control of the Community Association to the non-Declarant members occurs, 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 Community 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 Community 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 owning a Lot shall be deemed to be members of the Community Association so as to qualify each to become a director hereof.

Section 5. **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 6. **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 7. **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 8. **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 Declaration, the Articles of Incorporation, these By-Laws, or the laws of the State of Florida.

Section 9. **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 10. **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 11. **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 Community 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 12. **Compensation.** No director shall receive compensation for any service he may render to the Community 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 Community Association in a capacity other than director.

Section 13. **Committees.** The Board may from time to time appoint such committees and delegate such duties and powers thereto as it may deem advisable.

Section 14. **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 15. **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 16. **Powers.** The Board shall have the powers set forth in the 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 contemplated by the 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 Community Association);

(b) suspend the voting rights and other rights of a member during any period in which such member shall be in default in the payment of any Assessment levied by the Community Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of promulgated rules and regulations;

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

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

Section 17. **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 $\frac{1}{4}$ of the Class A members who are entitled to vote;

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

(c) as more fully provided in the 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 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.

ARTICLE V: Officers

Section 1. **First Officers.** In accordance with the Articles of Incorporation, the first officers of the Community 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 Community 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 Lot owners and the officers and employees of Declarant may be officers of the Community 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 Community 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 Community 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 Community 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 Community Association and affix it to any instruments requiring a seal when duly signed. He shall keep the records of the Community Association including the membership book, except those of the treasurer unless the secretary is also the treasurer of the Community 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 Community Association including funds, securities and evidences of indebtedness. He shall keep the books of the Community 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 Community Association or preclude the contracting with an officer for management services.

ARTICLE VI: Fiscal Management

Section 1. **Depositories.** All funds of the Community 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 Community 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 Community 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 a budget for each fiscal year that shall include the estimated funds required to defray the Community Association expenses and to provide and maintain funds for the appropriate accounts according to good accounting practices. Such 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 budget shall apply.

Section 4. **Assessments.** As more fully provided in the Declaration, each member is obligated to pay to the Community 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 Community Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the particular Lot, Unit 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. **Initial Assessments.** The Board shall adopt the initial Assessments as provided for in Exhibit G to the Declaration. The initial levels of the Assessments contained in such Exhibit G 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 initial Assessments as contained in such Exhibit G.

Section 6. **Special Assessments; Specific Assessments.** As contemplated by the Declaration, special assessments may be adopted by the Community Association to meet expenses which exceed the 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. The Community Association shall impose Specific Assessments in accordance with the Declaration.

Section 7. **Financial Report.** The Treasurer of the Community Association shall report the financial status of the Community Association to the members 60 days following the end of the fiscal year.

Section 8. **Fines.** The Community Association shall have the power to suspend, for a reasonable period of time, the rights of an Community Association member and/or such member's tenants, guests or invitees 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 applicable law for activities which violate the provisions of the Declaration, these By-Laws or any rules and regulations duly promulgated by the Community Association. No fine or suspension 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 members of the Community Association. Such committee shall be appointed by the Board and shall not be composed of any officers, directors or employees of the Community Association, nor any spouse, parent, child, brother or sister of any officer, director or

employee. No fine or suspension may be imposed except upon majority approval 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 such offending person's Lot. The voting rights of a member may not be suspended by the Community Association. Notwithstanding the foregoing, fines and suspensions can be otherwise imposed by the Community Association for failure to pay Assessments as imposed under the Declaration.

ARTICLE VII: Amendments

These By-Laws may be altered, amended, or rescinded by the affirmative vote of 2/3 of the Board, and after notice to the members, by the total Class A voting interests in the Community Association, and the unanimous vote of the Class B members, present at any regular or special meeting of the membership.

Notwithstanding the foregoing, (a) no amendment to the By-Laws shall be valid which affects any of the rights and privileges provided to the Developer without the written consent of the Developer as long as Developer shall own any Lots in the Neighborhood, and (b) no amendment which will affect any aspect of the surface water management system located on the Property shall be effective without the prior written approval of the South Florida Water Management District.

ARTICLE VIII: Miscellaneous

Section 1. The fiscal year of the Neighborhood Association shall commence on December 1 of a particular year and end on November 30 of the next subsequent 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 Declaration and these By-Laws, the Declaration shall control.

EXHIBIT F**Voting Rights of Members**

General. As noted in the Declaration to which this Exhibit is attached, the Property is divided into Parcels. There are Residential Parcels and there are Commercial Parcels. The Residential Parcels are being developed as subdivisions or condominiums and each Lot or Unit thereof becomes a Home as the construction is complete and the Lot or Unit has been conveyed to a third party purchaser. The Commercial Parcels are being improved with commercial improvements. In order to provide for a fair and equitable allocation of voting rights among the classes of Members, the following voting scheme is adopted.

Class A Voting Rights.

- a. The Homeowner of a Home shall have 1 vote.
- b. When Declarant becomes a Class A Member, Declarant shall have 1 vote for each Home or Parcel still owned or to be constructed by Declarant within the Community.:

Class B Voting Rights.

- a. As to each declared subdivision, neighborhood or condominium within the Residential Property owned, Declarant shall have a number of votes equal to 9 times the number of unsold but declared Lots or Units in such subdivision, neighborhood or condominium.
- b. With regard to Residential Parcels owned not yet subject to a Neighborhood Declaration, Declarant shall have a number of votes equal to 9 times the number of Lots or Units which are allocated to such Parcel pursuant to the master development plan.

Class C Voting Rights. Each Commercial Owner shall be entitled to cast the number of votes for the Commercial Parcel owned equal to 1 vote for each acre or portion thereof contained within such Commercial Parcel.

EXHIBIT G**The Assessment Calculation**

A. The Board of Directors shall annually prepare the Annual Budget which shall separately account for Residential Expenses and Shared Expenses. The Board shall then allocate those expenses as follows:

(i) Commercial Assessments. The Commercial Owners through the Commercial Assessments shall be required to pay 14% of the Shared Expenses.

(ii) Residential Assessments. The Residential Owners of Lots and Units in dedicated subdivisions and condominiums shall be required to pay 86% of the Shared Expenses and 100% of the Residential Expenses.

B. For any subject fiscal year, the Board shall determine the total area on which to base the Commercial Assessment and the total number of Lots and Units in dedicated subdivisions and condominiums on which to base the Residential Assessment as of the first day of the second month preceding the month commencing the subject fiscal year ("Recognition Date").

C. As of the Recognition Date, the Board shall determine the number of votes which would then be allocated to each Commercial Owner with respect to each Commercial Parcel. The total amount to be collected through the Commercial Assessments is then divided by the total number of votes determined to achieve the amount of Commercial Assessment per vote. The amount of Commercial Assessment per vote multiplied times the number of votes allocated to a Commercial Parcel shall determine the total Commercial Assessment for the subject fiscal year which shall be levied against the Owner of that Commercial Parcel.

D. As of the Recognition Date, the Board shall determine the total number of Lots and Units which have been actually created by the dedicated subdivisions and condominiums developed in the Residential Property. A dedicated subdivision is a subdivision for which the plat and the declaration of covenants, conditions and restrictions has been recorded. A dedicated condominium is a condominium for which the declaration of condominium including the condominium drawings and other exhibits has been recorded. The total amount to be collected through the Residential Assessments is then divided by the total number of Lots and Units in dedicated subdivisions and condominiums to arrive at the amount of Residential Assessment per Lot or Unit of a dedicated subdivision and condominium. Such amount shall be the amount that the Owner of each Lot or Unit of a dedicated subdivision or condominium (even one that is dedicated after the Recognition Date) shall pay during the subject fiscal year.

E. Initial General Assessment Rates. The initial rate of the General Assessments shall be as follows and shall remain in effect until the Board changes the rate of General Assessments:

- (i) \$471.37 per acre contained within a Commercial Parcel as a Commercial Assessment; and
- (ii) \$716.95 annually per Lot or Unit of a dedicated subdivision or condominium as a Residential Assessment.