

7. **EASEMENTS.** In addition to the easements created elsewhere herein, and those already of public record at the time this Declaration is recorded, and those that are or may be created on any plat(s) of the Community, easements are hereby provided for:

7.1 **Utilities, Services and Support.** Each Lot, Tract and Parcel and the Common Areas (except Conservation Areas) is and are hereby subjected to easements for private services, communications and telecommunications, and utilities purposes including, but not limited to, fire, police protection, and emergency services, garbage and trash removal, potable and non-potable water, sewage, telephone, electric and gas service, lake maintenance, and cable television. The utilities and governmental agencies having jurisdiction, and their employees and agents, shall have the right of access to any Lot, Tract, or Parcel or the Common Areas in furtherance of such easements. The easement areas on any Lot, whether or not shown on any plat, shall at all times be properly maintained by the Owner, whether or not the utility or service company properly maintains the easement area.

- (A) There is hereby reserved, for the purpose of installing, operating and maintaining utility facilities, and for other purposes incidental to the development of the Community, those easements described herein and those shown upon any plat(s) of the Community (which have been or will be recorded) and the plat notes on such plat(s), and there are also reserved such easements and rights of way for any other purposes as Declarant in its sole discretion may in the future grant.
- (B) Declarant hereby reserves the right, and the power, during a period of fifteen (15) years from the date of recording this Declaration to declare, grant and record perpetual private or public easements for drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, telephone and other telecommunication lines, cable television lines, and such other service facilities as Declarant may deem necessary or desirable, along the various private or public utility service routes through, in, over and under all Lots, Tracts, Parcels and Common Areas. The purpose, duration and scope of any such easement shall be set forth in an instrument of public record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Lot, Parcel, Tract or Common Area, or materially change the rights of the Owners. If any agreement is entered into by the Association for the provision of services to the Community, it shall be the affirmative obligation of the Association to grant all appropriate and reasonably necessary easements for the furnishing of those services; and upon the expiration or termination of such agreement, to provide subsequent or alternate easements so as to insure the continuous accessibility and availability to the Community, of those services.

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7.2 **System (Easements).** The Declarant hereby reserves for itself, and its affiliates, including, without limitation MX, its successors, assignees and licensees, the right, without obligation, to construct or install over, through, under, across and upon any portion of the Community for the use and benefit of the Owners and authorized guests, invitees, tenants and family members, one (1) or more cable and/or telecommunications of any kind whatsoever, receiving and distribution systems and electronic surveillance systems, emergency, medical, security, and surveillance monitoring, or alarm systems (all or any part of which shall be referred to herein collectively as the "System"), the exact description, location and nature of which may have not yet been fixed or determined. Declarant shall have and hereby reserves to itself, its affiliates including, without limitation MX, and its designees, successors, assignees and licensees, a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and location of which over, across, upon and through the Community shall be determined solely by Declarant, its successors, designees and assigns) together with a perpetual and exclusive right and privilege of:

- (A) Unlimited ingress and egress thereto for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housing, connections, insulators and amplifiers necessary or desirable to receive and distribute services of the System including, without limitation, cable television and radio signals, electronic banking, surveillance, house monitoring, fire, police and emergency medical protection.
- (B) Transmitting the facilities and equipment of which, shall be owned and exclusively controlled by Declarant, or MX, or their successors and assigns or its designees.
- (C) Each Lot is subject to a permanent easement in favor of adjoining or adjacent Lots and for lateral and subjacent support.
- (D) Each Lot is subject to a permanent easement in favor of the Association to remove and/or destroy invasive exotic vegetation species.

7.3 **Contracts With Service Providers.** Declarant shall have the right to enter into contracts for the exclusive provision of the System, as Declarant shall deem, in its sole and absolute discretion. The Declarant may receive valuable consideration for the grant of the exclusive right to provide System services. Should Declarant enter into a contract or contracts pursuant to this Section 7.3, the Association shall, to the extent the Declarant assigns its

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rights and obligations under such contract or contracts, accept such assignment, and is and shall be bound by all the terms and provisions of the contract or contracts.

- 7.4. **Construction and Maintenance.** The Declarant (including its designees and contractors) shall have the right to enter any part of the Community and take any action reasonably necessary or convenient for the purpose of completing the construction or sales thereof and for maintenance purposes and the completion of warranty work, provided such activity does not unreasonably and materially interfere with the use or enjoyment of the Lots by Owners.

8. **COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE.**

- 8.1 **Designation.** Declarant shall have the right, and the power, in its sole discretion, to determine which parts of the Community shall be Common Areas, if any, and to dedicate, convey or grant a license or other right to use real property within the Community, to the Association as Common Areas.

(A) Any such dedication, conveyance or grant of license or use right to the Association may be exclusive or non-exclusive, public or private, so that persons or entities other than the Association may or may not have a right, power, duty, or privilege with respect to all or any part of any real property so dedicated, conveyed, licensed or the use of which has been granted. The Association must accept from Declarant any such dedication, conveyance, grant of license or grant of use right. The Association shall not accept, from any person other than Declarant, a dedication, conveyance, grant or license or grant of use right except upon the prior written approval of the Declarant.

(B) The Declarant and/or the Association, as the case may be, shall have the right to charge reasonable fees, rents, or other charges for the use of the Common Areas. Additionally, any rents, fees and other charges required to be paid to Declarant under leases, grants, licenses or contracts creating use rights to third parties shall be paid whether before or after the conveyance of the Common Areas to the Association.

- 8.2 **ALL CONSERVATION AREAS WITHIN THE COMMUNITY ARE THE PERPETUAL RESPONSIBILITY OF THE ASSOCIATION, AND EXCEPT AS OTHERWISE PROVIDED IN ANY CONSERVATION EASEMENT, THEY MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR**

ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION, EXCEPT REMOVAL OF EXOTIC/NUISANCE VEGETATION; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMUNITY, INCLUDING THE COMMON AREAS, MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DECLARANT, DEVELOPER AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS GUESTS, TENANTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

8.3 Conveyance and Use. Declarant will initially hold the legal title to the Common Areas. Declarant shall, at such time as determined by Declarant in its discretion (but not later than the Turnover Date) convey the Common Areas to the Association by quit claim deed and the Association shall accept such conveyance subject to taxes for the year of conveyance (if any) and to mortgages, restrictions, limitations, conditions, reservations and easements of record. Commencing with the date this Declaration is recorded in the public records of the County, the Association shall be responsible for the maintenance and administration of all areas and facilities designated by the Declarant or Developer as Common Areas and for the payment of any ad valorem taxes properly payable from and after the date of such recordation. Declarant shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent property and for the purpose of construction of any facilities on the Common Areas that Declarant elects to build.

- (A) Any real property conveyed or the use of which has been granted by Declarant or any third party to the Association as Common Areas, is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members and their guests, tenants and invitees, subject to the terms and conditions of this Declaration and any rules and regulations.
- (B) Declarant may convey property to the Association in either an improved or an unimproved condition, with or without any specific restrictions on its use, and the

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Association must accept such property and may not reject same. The Association shall not accept conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant so long as Declarant owns any property in the Community.

THE ASSOCIATION AND THE NON-DECLARANT MEMBERS ARE OBLIGATED TO ACCEPT THE COMMON AREAS AND FACILITIES, IF ANY, IN THEIR "AS IS" CONDITION, WITHOUT RECOURSE, IF AND WHEN CONVEYED TO THE ASSOCIATION BY THE DECLARANT. THE DECLARANT AND ANY DEVELOPER MAKE NO REPRESENTATIONS, AND TO THE FULLEST EXTENT PERMITTED BY LAW DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND REPRESENTATIONS OR WARRANTIES REGARDING THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS, FURNITURE OR EQUIPMENT WHICH WILL BE USED IN, THE COMMON AREAS AND FACILITIES. AT THE TIME OF CONVEYANCE, OR AS OF THE TURNOVER DATE, AS DETERMINED BY DECLARANT, DECLARANT SHALL TRANSFER OR ASSIGN TO THE ASSOCIATION, WITHOUT RECOURSE, EXISTING WARRANTIES IT RECEIVED FROM MANUFACTURERS AND SUPPLIERS RELATING TO ANY OF THE FACILITIES WHICH ARE ASSIGNABLE, IF ANY.

- 8.4 **Maintenance and Alteration.** The Association is responsible for the maintenance, repair, replacement, insurance, protection and control of all Common Areas in accordance with applicable laws, and shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times. After control of the Association has been turned over to the Members, there shall be no material alterations of or substantial additions to the Common Areas costing more than Ten Thousand and No/100 Dollars (\$10,000.00) in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the Association.
- 8.5 **Partition, Subdivision and Encumbrance.** Except as hereinafter provided, after legal title to the Common Areas or any portion thereof becomes vested in the Association, the Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less than a majority of the voting interests of the Association; however, the Declarant shall have the right to do any or all of the foregoing in Declarant's sole and absolute

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discretion so long as Declarant owns any property in the Community, in which event any or all of which shall not require the approval of not less than a majority of the voting interests of the Association. Further, the foregoing provisions of this Section 8.5 shall not be construed to limit the authority of the Declarant or the Association through its Board of Directors to grant such easements over, across and through the Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the Members or as permitted herein. Nothing herein shall be construed to prohibit judicial partition of any Lot, Tract or Parcel owned in co-tenancy.

- 8.6 **Association's Rights and Powers.** No Common Areas owned by the Association shall be used in violation of any rule or regulation or other requirement of the Association established pursuant to the provisions of this Declaration or the Bylaws.
- 8.7 **Expansion or Modification of Common Areas.** Additions or modifications to the Common Areas may be made if not inconsistent with the applicable land use, zoning or government ordinances pertaining to the Community. Neither the Declarant nor any Developer shall be obligated, however, to make any additions or modifications. The Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans.
- 8.8 **Tracts Retained by Declarant.** The Declarant may retain ownership of certain Tracts, as may or may not be so designated on any plat of the Community. Such Tracts may include, but are not necessarily limited to, Tract 4c, Tract 5, Tract 6, Tract 12, and Tract 14, as shown on the plat, which has been or will be recorded. The Declarant shall also have a perpetual non-exclusive easement for ingress to and egress from any such Tracts retained by Declarant. In the event that Declarant retains ownership of any such Tracts, Declarant shall be responsible for the administration and maintenance of such Tracts for so long as Declarant is the record title owner thereof. Declarant, at such time as determined by Declarant, and in its sole and absolute discretion, shall have the right (but not the obligation) to convey any such Tracts to the Association by quit claim deed and the Association shall accept such conveyance subject to taxes for the year of conveyance (if any) and to mortgages, restrictions, limitations, conditions, reservations, and easements of record. Commencing with the date that any such Tracts are conveyed to the Association, the Association shall be responsible for the administration and maintenance of such Tracts. At such time as Declarant conveys any such Tracts to the Association, any such Tracts shall then be deemed part of the Common Areas. Any such Tracts retained by Declarant as contemplated in this Section 8.8 shall not be considered part of the Common Areas, unless and until the happening of either of the following events, whichever occurs earlier: (a) at such time of conveyance by Declarant to Association as set forth above in this Section 8.8;

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or (b) at such time as designated by Declarant as Common Areas by a written amendment to this Declaration by Declarant filed of record in the County. During the time that Declarant retains ownership of any such Tracts, Declarant, and its designees, invitees, and licensees, shall have the right to utilize any or all of said Tracts or any portion thereof for storage purposes. During the time that Declarant retains ownership of any such Tracts, Declarant shall have the right, in its sole and absolute discretion, to promulgate reasonable rules and regulations regarding the use thereof, and may charge any applicable fees for the use of such Tracts.

9. ASSESSMENTS.

9.1 Creation of Lien. Each Owner, by acceptance of a deed to a Lot, covenants and agrees to pay to the Association:

- (A) Annual Assessments.
- (B) Special Assessments.
- (C) Service Assessments and other fees or charges (including fines) imposed against one (1) or more Lots, Tracts or Parcels, as provided for elsewhere in this Declaration, and/or in the Bylaws of the Association. Each Lot after sale by the Developer to a third party who is not a successor Developer shall be subject to a Service Assessment payable per Lot for services performed.
- (D) Except as otherwise provided in Section 13.2 below as to certain mortgagees, and except as provided in Section 9.2 below, as to the Declarant and Developer, no Owner may avoid or escape liability for the Assessments or charges provided for herein by non-use or abandonment of his Lot, Tract, Parcel, or the Common Areas, or otherwise.
- (E) Assessments shall be fixed, levied, established and collected as provided herein, and in the Bylaws.
- (F) The Owner of each Lot regardless of how title was acquired, is liable for all Assessments coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 13.2 below as to certain mortgagees, whenever title to a Lot is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all Assessments unpaid at the time of the transfer, regardless of when incurred, without prejudice to any right the new

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Owner may have to recover from the previous Owner any amounts paid by the new Owner.

- (G) No land shall be subject to assessment by the Association if it is a Common Area, or it is owned by or dedicated to the County, or other governmental agency, and used for a public purpose. Only Lots shall be subject to assessment.

9.2 **Declarant's Assessments.** The assessment and lien provisions of this Section 9 shall not apply to any Lot, Tract or Parcel owned by Declarant or by any Developer succeeding to all or a portion of Declarant's rights herein, whether by assignment, in reorganization, or by other arrangement. Should Declarant's lender, its successors or assigns, acquire title to any Lot, Tract, or Parcel owned by Declarant, as a result of a foreclosure or deed in lieu of foreclosure, the assessment and lien provisions of this Section 9 shall not apply. The obligation and covenant of an Owner to pay Assessments as provided in this Section 9 shall, however, apply to a Lot owned by the Declarant or a Developer upon the occurrence of any one of the following events:

- (A) Conveyance of the Lot to an Owner other than a Developer; or
- (B) Construction of pad improvements upon a Lot have been completed, a certificate of occupancy or the equivalent approval by an appropriate local governmental agency has been issued, and the Lot is occupied; or
- (C) Declarant executes and records a written instrument subjecting a Lot, Tract or Parcel to the assessment and lien provisions of this Section 9.

Notwithstanding anything to the contrary contained herein, until the Turnover Date, or such earlier date as may be determined by Declarant in Declarant's sole and absolute discretion, the Declarant covenants to subsidize the general operating expenses of the Association, by contributing the difference, if any, between net operating expenses and all income of the Association including, but not limited to Assessment income from Members other than the Declarant, interest income and income from ancillary operations. Declarant, however, shall not be obligated to contribute to or pay for funding any reserves for capital expenditures or deferred maintenance, capital improvement fund, or special assessment. Declarant's rights and obligations hereunder may be assigned to a Developer. During the period of Declarant control, in return for subsidizing the general operating expenses of the Association, any net operating profit made by the Association, will revert back to the Declarant to offset existing and future capital improvements, operating expenses, support costs, and start-up costs. Net operating profit shall mean the amount by which income from all sources of the

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Association exceeds operating costs and expenses, but excluding depreciation expense and amortization expense.

9.3 Purposes of Assessments:

- (A) To promote the recreation, health, safety, and welfare of the Owners and residents of the Community;
- (B) For the improvement, maintenance, protection, security, operation and management of the Community, the Association, the Common Areas and any facilities or amenities constructed thereon, any gatehouse, roads, lift station pumps (and related facilities), the Conservation Areas, if any, the Association equipment and facilities, and the Surface Water Management System Facilities, if necessary; and to establish and maintain adequate repair and replacement reserves, to the extent any reserve ~~accounts~~ are established by Declarant or the membership of the Association pursuant to Florida law. Declarant shall have the right and authority to establish a reserve account(s) but shall not be obligated to do so;
- (C) For the protection and security of the Community, as may be applicable;
- (D) For the maintenance of Lots, Common Areas, and Conservation Areas by a lawn maintenance contractor contracted by the Declarant for or on behalf of the Association (so long as Declarant owns any property in the Community), and subsequently the Association;
- (E) Where deemed desirable by the Declarant (so long as Declarant owns any property in the Community) and subsequent thereto, the Board of Directors, to provide services of general benefit to the Owners and residents either on a Community-wide basis or otherwise, which may include, without limitation, security, gatehouse personnel, or other services;
- (F) To pay the operating expenses of the Association; and
- (G) For such other purposes and uses as are authorized and approved by the Association, by and through the Board of Directors, and/or as authorized by the Governing Documents, as amended from time to time.

9.4 Imposition of Annual Assessments. Upon the closing of the initial sale of each Lot or to a purchaser other than Declarant or a Developer, and on the first day of each fiscal year

thereafter, an Annual Assessment shall be assessed against each Lot. The Annual Assessment for the year in which the initial sale occurred shall be prorated to the actual date of closing, and shall be due and payable at closing.

- 9.5 **Amount of Assessments.** The Annual Assessments levied by the Association's Board of Directors shall be assessed equally against all Lots. The amount of the Annual Assessment based on the annual budget shall be the same for each Lot subject to assessment, and shall be in each Member's proportional share of expenses, except that until the Turnover Date the Developer shall not be required to pay any Assessment so long as the Developer pays any shortfall in Association operating expenses in accordance with Section 9.2. The initial Assessment per Lot shall be approximately \$150.00 per month or \$1,800.00 per annum, subject to change. All Assessments or charges, including Annual Assessments or otherwise, shall be due and payable to the Association, within fifteen (15) days of invoice thereof. Annual Assessments will initially be billed and payable quarterly, with such billing and payment schedule subject to change in Developer's discretion (with any such change being published to the Members, but not requiring an amendment to this Declaration). If any charge or Assessment payment is not received by the Association by its due date, such charge or Assessment payment shall be subject to a late payment fee per occurrence of the greater of \$25 or five percent (5%) of the amount of each installment that is paid past the due date (i.e., such late payment fee shall be applicable to each month or other payment period, or any portion thereof, for which the charge or Assessment payment is late). Further, any charge or Assessment payment not received by the Association by its due date shall accrue interest at eighteen percent (18%) from such date that the charge or Assessment payment is late. Additionally, a service fee in the amount of \$25.00, plus late charges, will be made for bad checks (checks written to the Association which "bounce", i.e., are returned for insufficient funds).
- 9.6 **Special Assessments.** Any Special Assessments levied by the Association's Board of Directors shall be assessed equally against all Lots, unless the Assessment or portion thereof is intended specifically for the direct benefit of one or more classes of Members, in which case it shall be assessed against only the classes of Members directly benefitted. Under no circumstances will the Declarant or any Developer have any obligation to pay Special Assessments.
- 9.7 **Charges.** Any charge by the Association authorized by law or by the Governing Documents to be imposed on less than all of the Lots shall not be deemed an Assessment. Payment may be enforced as provided in Sections 9.8 and 9.9 below.
- 9.8 **Lien.** The Association has a lien on each Lot for any unpaid past due Assessments and charges, together with interest, late payment penalties and attorneys' fees and costs

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incurred by the Association in enforcing the lien. The lien relates back to the date of recording this Declaration in the public records of the County, and is perfected by recording a Claim of Lien in the public records of the County, which Claim of Lien shall state the legal description of the property encumbered thereby, the name and address of the Association, the name of the record owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid Assessments and charges, interest, late payment penalties, costs and attorneys' fees which are due and which may accrue or come due after the recording of the Claim of Lien and up to the issuance of a clerk's deed. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

- 9.9 **Foreclosure of Lien.** The Association's lien may be foreclosed by the procedures and in the manner provided by Florida law, as it may be amended from time to time. The Association may also bring an action at law against any Owner liable for unpaid charges or Assessments. If final judgment is obtained, it shall include interest on the Assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action, and the prevailing party shall be entitled to recover reasonable attorneys' fees in connection with any appeal of such action.
- 9.10 **Subordination of Lien to Mortgages.** The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the Assessment lien by such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.
- 9.11 **Ownership.** Assessments and charges collected by or on behalf of the Association become Association property; no Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot. No Owner has the right to withdraw or receive distribution of his share of the common surplus (including reserves), except as otherwise provided by law.
10. **COVENANT AND RULE ENFORCEMENT.** The Declarant and Association have the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within the Community, and are further empowered to promulgate and enforce rules and regulations governing the Community and use of the Common Areas, if the Association owns any Common Areas.

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10.1 **Owner and Member Compliance.** This Declaration and the protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules and regulations promulgated by the Association, if any, including, without limitation, with respect to the Community, the Common Areas or otherwise, shall apply to all Owners, as well as to any tenants, licensees, invitees or guests of Owners, all of whom shall comply therewith. Failure of an Owner to notify any person of the existence of the rules and regulations, or the covenants, conditions, restrictions, and any other provisions of this Declaration or the Governing Documents shall not in any way act to limit or divest the Declarant, a Developer, or the Association of the power to enforce these provisions. Each Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the licensees, invitees or guests of his tenants.

10.2 **Litigation.** Subject to the provisions of this Declaration, each Member and the Member's tenants, guests, and invitees, and the Association, are governed by and must comply with applicable law, including, without limitation, Chapter 720, Florida Statutes, the Governing Documents, and any rules and regulations of the Association. Certain disputes may be subject to the dispute resolution provisions and procedures, which may include pre-suit mediation proceedings, pursuant Section 720.311, Florida Statutes, as it may be amended from time to time. Enforcement action for damages or injunctive relief, or both, on ~~account~~ of any alleged violation of the Governing Documents and Association rules may be brought by the Declarant, any Member, or the Association against:

- (A) the Association;
- (B) a Member;
- (C) any Director or officer of the Association who willfully and knowingly fails to comply with the applicable provisions of Florida law; and
- (D) any tenants, visitors, guests or invitees occupying and/or using a Lot or any property in the Community and/or using the Common Areas, if any.

10.3 **Damages and Attorneys' Fees.** Damages shall not be conclusively deemed adequate relief for any breach or violation of the Governing Documents or the rules. Any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Governing Documents or rules and regulations, or to enjoin violation or breach of any provision hereof or any rules and regulations, or recover damages on ~~account~~ of such breach against any person shall be

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entitled to recover reasonable attorneys' fees and court costs (including those resulting from appellate proceedings). Additionally, during such time as the Developer controls the Association, in the event that the Developer and/or the Association has/have to engage an attorney to take any measures to enforce or attempt to enforce any provision of the Governing Documents or rules and regulations, including, without limitation, for the purposes of research and review or the drafting of a so-called demand letter or any other such legal work with respect to matters including, without limitation, the collection of Assessments or the violation of any provision of this Declaration, the Developer and/or the Association, as the case may be, shall be entitled to recover reasonable attorneys' fees and costs associated with such efforts regardless of whether or not litigation is commenced (i.e., by the filing of an action at law or in equity, or both).

10.4 Non-Liability of Declarant. The Declarant shall not be liable or responsible for any violation of the Governing Documents or rules by any person other than itself, and its officers, agents and employees. Neither the failure of the Declarant or the Association to insist upon strict compliance with the terms of this Declaration, nor any custom or practice of the Declarant or the Association at variance with the terms of this Declaration shall constitute a waiver of the Declarant's and/or Association's, as applicable, right to demand exact compliance with the terms, conditions and provisions of this Declaration and the Governing Documents and any rules and regulations of the Association.

10.5 Fines.

(A) In addition to the means of enforcement provided elsewhere herein, the Association shall have the right to assess fines against an Owner, or the guests, relatives or lessees of an Owner in the event of a violation of the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and any rules and regulations of the Association regarding the Community, and use of Lots, Common Areas, or Association property. Each such violator shall be given written notice of at least fourteen (14) days of the alleged violation and the opportunity for a hearing before a committee of at least three (3) Members appointed by the Board of Directors who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee. If the committee, by a majority vote (which may be by secret ballot), does not approve a proposed fine, it may not be imposed. Said notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of this Declaration, the Articles of Incorporation, Bylaws or rules and regulations which have been allegedly violated and a short and plain statement of the matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues

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involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The amount of such fine shall not exceed One Hundred and No/100 Dollars (\$100.00) per violation, or the maximum permissible by law, and each reoccurrence of the alleged violation for each day during which such violation continues shall be deemed a separate offense and may result in additional fines, without requirement of a separate hearing, such not to exceed the maximum permissible by law. The payment of fines shall be the ultimate responsibility of the Owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests or tenants of such Owner. Any action to collect a duly levied fine shall entitle the prevailing party to an award of all costs and reasonable attorneys' fees. Notwithstanding the foregoing, until the Turnover Date, Declarant shall have the right to appoint the committee, which may consist of officers, Directors or employees of the Association.

- (B) Collection of fines. A fine shall be treated as a special charge due to the Association ten (10) days after written notice from the Association to the Owner of the imposition of the fine. If not paid by the due date the fine shall accrue interest at the highest rate allowed by law, and may itself be the subject of a late payment fee.
- (C) Application. All monies received from fines shall become part of the common surplus.
- (D) Nonexclusive remedy. Fines shall not be construed to be an exclusive remedy; and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover at law from such Owner.

10.6 Suspension of Use Rights. To the extent lawful, the Board of Directors may suspend the right of any Owner, or his guests, tenants, or family members, to use the Common Areas during any period of time the Owner shall have failed to pay any fine levied, or for a reasonable time as punishment for one or more infractions of Association rules and regulations by the Owner, his family, guests or tenants. No such suspension shall affect the Owner's right of access to his Lot.

- (A) A suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not

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officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, Director, or employee. If the committee, by majority vote (which may be by secret ballot), does not approve a proposed suspension, it may not be imposed. Notwithstanding the foregoing, until the Turnover Date, Declarant shall have the right to appoint the committee, which may consist of officers, Directors or employees of the Association.

- (B) The requirements of the previous paragraph do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay Assessments or other charges when due if such action is authorized by the Governing Documents.
- (C) Suspension of Common Area use rights shall not impair the right of an Owner or to have vehicular and pedestrian ingress to and egress from his Lot, including, but not limited to, the right to park.

11. **INSURANCE: RECONSTRUCTION AFTER CASUALTY.**

11.1 **Duty to Insure and to Reconstruct or Clean Up.** Each Owner shall at all times maintain adequate property insurance on all insurable improvements, including Motor Homes and all ancillary buildings such as casitas, pavilions, and outdoor kitchens, in amounts equal to the replacement cost thereof, and adequate liability insurance with respect to each Lot. If any improvements located on any Lot, Tract or Parcel is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner shall:

- (A) Cause repair or replacement to be commenced within six (6) months after the date such damage or destruction occurred, and complete the repair or replacement within six (6) months thereafter. All such repairs or replacements must be approved in writing by the ARC. Unless changes are approved by the ARC, the Owner must restore the damaged property to substantially the same configuration as existed before the casualty, and structurally and architecturally compatible with any adjoining improvements which share a party wall, if any ; or
- (B) Promptly cause all debris, damaged improvements, and their unsightly materials to be removed from the site.

11.2 **Failure to Comply.** If any Owner fails to comply with Section 11.1 above within the time periods provided, the Association shall be deemed to have been granted the right by the Owner as his or its attorney-in-fact, to either commence and complete the repairs sufficient to substantially restore the improvements to their original conditions, according to the plans

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and specifications of the original improvements; or to remove the damaged improvements completely. If the Association exercises the rights afforded to it by this Section, the Owner shall be deemed to have assigned to the Association any right he or it may have to insurance proceeds that may be available because of the damage or destruction. The Association shall have the right to recover from the Owner any costs not paid by insurance, and shall have a lien on the Lot to secure payment.

- 11.3 **Flood Insurance.** The Association may, in the discretion of the Board, maintain flood insurance to cover buildings and any other property, if it owns any in designated hazard areas, if any, up to the full insurable value or maximum coverage available.
- 11.4 **Property Insurance.** The Association shall maintain replacement cost property insurance coverage on all Structures, improvements, and fixtures which are part of the Common Areas owned by the Association, if any.
- 11.5 **Liability Insurance.** The Association shall maintain adequate public liability insurance coverage for all Common Areas owned by the Association, if any.
- 11.6 **Bonding.** The Association shall maintain adequate fidelity bond coverage for all individuals having control of or access to Association funds, as it may deem appropriate and to the extent required under Florida law.
- 11.7 **Association's Rights of Entry.** For the purpose of performing the duties authorized by this Section 11, the Association, through its duly authorized agents and employees, shall have the right to enter upon any Lot, Tract or Parcel at reasonable hours and perform such duties.
12. **RIGHTS OF DECLARANT AND DEVELOPERS.** In addition to those provided elsewhere in the Governing Documents and/or pursuant to applicable law, the Declarant and each Developer shall have the following rights and privileges:
- 12.1 **Sales Activity.** While the Declarant owns one or more Lots or any other property in the Community, the Declarant and each Developer shall have the right to use those Lots and the Common Areas (including, but not limited to, all recreational facilities) to establish, modify, maintain and utilize, as it and they deem appropriate, models, sales offices, or other offices for use in selling or providing warranty services to any part of the Community including temporary trailers or other structures used for sales marketing or construction purposes. No Owner (including any Owner that may be a realtor) may interfere with, or do anything detrimental to, the Declarant's sales efforts. Without limiting the generality of the foregoing, the Declarant and its designees may show models or the Common Areas to

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prospective purchasers or tenants, advertise, erect signs, conduct promotional activities and special events, and take all other action helpful for sales, leases and promotion of the Community.

12.2 Assignment of Rights to Successor Developer. Except as otherwise specifically provided herein, Declarant reserves the right and the power to delegate or assign, either exclusively or non-exclusively, partially or completely, to any person or entity, any or all of its development rights, powers, duties, privileges created in or provided for by this Declaration. Such assignment shall not in any way lessen the Declarant's rights with respect to property not subject to such assignment.

12.3 Security Non-Liability of Declarant and Association.

ALL PERSONS USING OR OCCUPYING ANY PORTION OF THE COMMUNITY ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY.

NEITHER THE ASSOCIATION, THE DECLARANT, OR THE DEVELOPER ARE INSURERS OR GUARANTORS OF SECURITY FOR PERSONS OR PROPERTY WITHIN THE COMMUNITY.

NEITHER THE ASSOCIATION, THE DECLARANT, OR THE DEVELOPER SHALL BE LIABLE IN ANY WAY ON [ACCOUNT] OF LOSS, DAMAGE OR INJURY RESULTING FROM ANY CRIMINAL ACTIVITY OCCURRING IN THE COMMUNITY. THE DECLARANT AND DEVELOPER MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY.

12.4 Miscellaneous.

- (A) Declarant shall have the right and the power to regulate and control the external design and appearance of all Common Areas in such a manner as to:
 - (1) Promote a quality environment which will preserve the value of the Lots;
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- (2) Foster the attractiveness and functional utility of the Community as a place to live and play, including a harmonious relationship among structure, vegetation and topography.
- (B) Any use of Common Areas, other than the uses intended pursuant to this Declaration shall be subject to the prior written approval of the Declarant so long as it owns any land in the Community.
- (C) The Declarant has the right to replat unsold portions of the Lands without the joinder or consent of any Owner.
- (D) The Developer has the right to receive a refund of any and all deposits or other payments made to utility companies or governmental authorities which are refunded in the course of development, even if such refunds occur after the sale of the last Lot in the Community to an Owner other than the Developer.

12.5 **Additions or Withdrawals of Property.** Declarant has the sole, exclusive and absolute right and the power, but neither the duty nor the obligation, to record instruments bringing additional lands within the Community even if not presently anticipated and subjecting those lands to the protective covenants, conditions, restrictions or provisions provided for in this Declaration. The Declarant also reserves the right in its sole discretion to withdraw property from submission to this Declaration, except that the Declarant shall not be permitted to withdraw any property after it has been conveyed to an Owner other than the Declarant, without the joinder of the Owner.

12.6 **Contracts.** Declarant shall have the right and the power to enter into contracts, including, without limitation, for lawn maintenance and professional management services on behalf of the Association before the Turnover Date, subject to applicable law.

12.7 **Declarant's Inaction.** Neither the execution and recordation of this Declaration, nor the creation of any Association or other entity, nor the recordation of any other instrument subjecting any land in the Community to protective covenants, conditions or restrictions or other provisions, shall obligate or require:

- (A) Declarant to grant any right, power, duty or privilege of any nature or kind to the Association or to any other entity, or
- (B) Declarant, the Association or any other entity, to perform any act permitted by this Declaration or by any other recorded instrument, or to enforce any covenant,

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condition, restriction or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do.

- 12.8 **Rules and Procedures for Entry.** The Developer in its sole and absolute discretion, may for so long as it owns Lots or other property in the Community limit or refuse entry to salesmen, vendors, contractors or realtors not approved by Developer. To the extent necessary or desirable, Developer may set entry rules and procedures for entrance into the Community in its sole and absolute discretion, including, without limitation, limiting or refusing entry to the parties and/or individuals referenced in the immediately preceding sentence.
13. **RIGHTS OF MORTGAGEES.**
- 13.1 **Notice of Casualty or Condemnation.** In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of any significant portion of the Common Areas, the record holder of any first mortgage on the Common Areas who has requested such notice in writing, shall be entitled to written notice.
- 13.2 **Mortgage Foreclosure.** Except as otherwise provided by Florida law as amended from time to time, if an Institutional Mortgagee acquires title to a Lot, Tract or Parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such mortgagee shall not be liable for the Association Assessments or charges attributable to the Lot, Tract or Parcel, or chargeable to the former Owner, which came due prior to the Institutional Mortgagee's acquisition of title. Any unpaid Assessments or charges for which such acquirer is exempt from liability becomes an expense collectible from all Owners, prorata, including such acquirer and his successors and assigns. No Owner or acquirer of title to a Lot, Tract or Parcel by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his, her or its ownership, be excused from the payment of any Assessments or charges coming due during the period of such ownership.
- 13.3 **Rights to Inspect Documents and Books.** The Association shall make "available" to Institutional Mortgagees requesting same the current Governing Documents of the Association and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be at the expense of the Institutional Mortgagee requesting same.
- 13.4 **Financial Statement.** Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statements of the Association for the immediately preceding fiscal year.

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13.5 **Lender's Notices.** Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

- (A) Any delinquency of more than sixty (60) days in the payment of Assessments or charges owed by the Owner of any Lot, Tract or Parcel on which it holds a mortgage.
- (B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association. An increase in coverage, or a change of insurer does not require notice under this paragraph.
- (C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

14. **DURATION OF COVENANTS; AMENDMENT.**

14.1 **Duration of Covenants.** The covenants, conditions, easements, provisions, and restrictions in this Declaration shall run with and bind the Lands, and shall inure to the benefit of and be enforceable by the Association, the Declarant, and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of recording this Declaration in the public records of County. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, until terminated as provided below.

14.2 **Termination.** This Declaration may be terminated at any time after the initial period if not less than eighty percent (80%) of the voting interests of all classes of the Members of the Association vote in favor of terminating this Declaration. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such proposal will be considered, shall be given at least thirty (30) days in advance of said meeting. If the Members vote to terminate this Declaration, the President and Secretary or the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the Certificate is recorded in the public records of the County.

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- 14.3 **Amendments.** Subject to the provisions hereof, this Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Declaration may be proposed by the President, the Board of Directors, or by written petition of at least one-fourth (1/4) of the voting interests.
- 14.4 **Procedure.** Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.
- 14.5 **Vote Required.** Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved at an annual or special meeting called for that purpose by at least two-thirds (2/3) of the voting interests of each class of Members present and voting, provided that notice of the text of each proposed amendment was sent to the Members with notice of the meeting.
- 14.6 **Certificate; Recording.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to this Declaration, which certificate shall be executed by the President and/or Vice President and Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The certificate must set forth the location in the public records of the County where this Declaration was originally recorded.
- 14.7 **Provision.** Regardless of any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, can be effective to change the Association's responsibilities for the Surface Water Management System Facilities and the Conservation Areas, unless the amendment has been consented to in writing by the Association. Any amendments to this Declaration affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the District.
- 14.8 **Exceptions.** Whenever in this Declaration the consent, approval, or affirmative vote of two-thirds (2/3) or more of the voting interests of the Members is required to authorize or take a particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action. This provision does not apply to amendments by the Declarant or a Developer.

- 14.9 **Amendment of Provision Relating to Developer.** As long as a Developer owns any Lot or any property in the Community, no amendments shall have the effect of changing any provision relating specifically to the Declarant or a Developer without their prior written consent, which consent shall be in their sole and absolute discretion.
- 14.10 **Amendment by Declarant.** Notwithstanding the foregoing and anything to the contrary contained herein, and in addition to any other right of amendment or modification provided for in this Declaration, Declarant may, in its sole discretion, by an instrument filed of record in the County, unilaterally modify, enlarge, amend, waive, or add to the covenants, conditions, restrictions and other provisions of this Declaration, and any recorded exhibit hereto. Declarant shall not be bound by the amendment requirements set forth in this Declaration, including, without limitation, the procedural, required vote and recording of a certificate set forth above. The right set forth in this Section 14.10 shall expire at such time as no Developer owns any property in the Community.
- 14.11 **Limitations.** No amendment to any of the Governing Documents shall be effective to change any Member's voting rights as set forth in the Bylaws, or the provisions of this Declaration, unless all Members affected first consent in writing to said amendment.
- 14.12 **MX and Mastercraft.** No amendment to this Declaration may be made that affects any of MX's rights hereunder without MX's consent, which may be withheld in MX's sole and absolute discretion. Further, no amendment to this Declaration may be made that affects any of Mastercraft's rights hereunder without Mastercraft's consent, which may be withheld in Mastercraft's sole and absolute discretion.

15. **GENERAL AND PROCEDURAL PROVISIONS.**

- 15.1 **Other Documents.** Declarant and the Association shall have such rights, powers, duties, and privileges as are set forth in the Governing Documents; however, this Declaration and its provisions shall prevail in all events of conflict.
- 15.2 **Severability.** If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, the holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.
- 15.3 **Merger or Consolidation of Associations.** Upon a merger or consolidation of the Association with another corporation as provided by law, or with a community development district (contemplated under Chapter 190, Florida Statutes) ("CDD"), the Association's rights, obligations and property may, by operation of law, be transferred to

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another surviving or consolidated association or CDD, or alternatively, remain the rights, obligations and property of the Association as the surviving corporation. The surviving or consolidated corporation or CDD may administer this Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme.

- 15.4 **Dissolution.** If the Association is dissolved other than by a merger or consolidation as provided for above, each Lot, Tract and Parcel shall continue to be subject to the Assessments provided for in Section 9, and each Owner shall continue to be personally obligated to Declarant or the successor or assigns of the Association (as the case may be) for such Assessments to the extent that such Assessments are required to enable Declarant or any such successor or assigns acquiring any real property previously owned by the Association to properly maintain, operate and preserve it.
- 15.5 **Gender; Number; Time.** Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any one gender shall be deemed to include both genders. Time is of the essence.
- 15.6 **Notices.**
- (A) **To Declarant.** Notices to Declarant as may be required herein shall be in writing and delivered or mailed to Declarant at its principal place of business as shown by the records of the State of Florida, Secretary of State, or at any other location designated by Declarant.
 - (B) **To the Association.** Notices to the Association shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records of the State of Florida, Secretary of State, or at any other location designated by the Association.
 - (C) **To Owners.** Notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed to the Owner at his last known address, or at the address shown on the deed recorded in the public records of the County.
- 15.7 **Construction.** The provisions of this Declaration shall be liberally interpreted and construed in favor of the Developer to provide maximum flexibility consistent with the general development plan and the purposes set forth herein. In no event shall any ambiguity in this document be interpreted against the Developer based upon the fact that the Developer prepared this document. Any ambiguity shall be interpreted in such a fashion as to further the intent of the Developer.

- 15.8 **Captions, Headings and Titles, Use of "Herein"**. Captions, headings, capitalization of certain words, and titles inserted throughout the Governing Documents are for convenience only, and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter, content or interpretation of the terms and provisions of the Governing Documents. Use of the words "herein," "hereof," "hereunder" and any other words of similar import refer to this Declaration as a whole and not to any particular article, section or other paragraph of this Declaration unless specifically otherwise noted in this Declaration.
- 15.9 **Interpretation**. The Declarant, until the Turnover Date and the Board of Directors of the Association thereafter, shall be responsible for interpreting the provisions of the Governing Documents. Their interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.
- 15.10 **Applicable Statutes**. The validity, application, and construction of this Declaration and its exhibits shall be governed by the laws of the State of Florida, as they exist on the date of recording this Declaration, except as may be subject to amendment as expressly set forth herein.
- 15.11 **Exhibits**. All exhibits described herein and attached hereto are by this reference fully incorporated into and made a part of this Declaration.
16. **HOUSING FOR OLDER PERSONS - 55 YEARS OF AGE OR OLDER COMMUNITY.**
- 16.1 **Purpose of Community**. The Community is intended to and operated for the purpose of providing housing for and occupancy by older persons. "Older person" means a person 55 years of age or older.
- 16.2 **Statutory Compliance**. The Community is intended to and operated for occupancy by persons 55 years of age or older and the Community is subject to the Federal Fair Housing Act, the Florida Fair Housing Act, the Housing for Older Persons Act of 1995, and the regulations of the United States Department of Housing and Urban Development ("HUD"), as amended from time to time, and any and all other local, state, and federal statutes and regulations pertaining to the Fair Housing Act. The Developer, and the Board of Directors of the Association after the Developer owns no Lots in the Community, shall take the steps necessary to qualify as housing for older persons to be exempt from the prohibition against familial status discrimination as provided for in the applicable statutes, laws and regulations.

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- 16.3 **Community Requirements.** The Community shall comply with and satisfy the following factors and requirements: (i) at least eighty percent (80%) of the occupied Lots shall be occupied by at least one (1) person who is 55 years of age or older; (ii) the Community shall publish and adhere to policies and procedures that demonstrate the intent to operate the Community for occupancy by persons 55 years of age or older; (iii) the Community shall comply with rules issued by the Secretary of HUD for verification of occupancy, including verification by reliable surveys and affidavits; and (iv) the Community shall prohibit any person under 21 years of age from residing upon any Lot in the Community as a Permanent Resident (as defined in the immediately subsequent sentence). "Permanent Resident" shall mean any person who continuously resides upon a Lot for a period of thirty (30) days or more.
- 16.4 **Community Filing Requirement.** As may be required by law, the Community shall register or file with the Florida Commission on Human Relations pursuant to the requirements of the Florida Statutes, as amended from time to time.
- 16.5 **Age Verification.** For admission to the Community as a resident, at least one (1) person 55 years of age or older must occupy each Lot, and all other residents occupying a Lot must be 21 years of age or older. In any event, at least eighty percent (80%) of the occupied Lots in the Community shall be occupied by at least one (1) person who is 55 years of age or older. Upon application for residency, any one or more of the following documents are considered reliable documentation of the age of the applicants: (i) Driver's license; (ii) Birth certificate; (iii) Passport; (iv) Immigration card; (v) Military identification; or (vi) Any other state, local, national, or international official documents containing a birth date of comparable reliability. Additionally, a certification in a lease, application, affidavit, or other document signed by any proposed occupant of a Lot age 21 or older asserting that at least one (1) person to occupy the Lot is 55 years of age or older may be required. Any one or more of the foregoing forms of identification and age verification, shall be considered as adequate for verification of age, provided that it contains specific information about current age or date of birth.
- 16.6 **Age Verification Policies and Procedures.** The Developer, or the Board of Directors of the Association after the Developer owns no Lots in the Community, shall establish and maintain appropriate policies and procedures to require that applicants and occupants comply with the age verification procedures as set forth in the Governing Documents. If the occupants of a particular Lot refuse to comply with the age verification procedures, the Developer or the Board of Directors and the Community may, if it has sufficient evidence, consider the Lot to be occupied by at least one (1) person 55 years of age or older. Such evidence may include: (i) Government records or documents, such as a local household

census; (ii) Prior forms or applications; or (iii) A statement from an individual who has personal knowledge of the age of the occupants. The individual's statement must set forth the basis for such knowledge and be signed under the penalty of perjury. In any event, at least eighty percent (80%) of the occupied Lots in the Community shall be occupied by at least one (1) person who is 55 years of age or older.

- 16.7 **Exceptions to Age Restriction.** The Developer, or the Board of Directors of the Association after the Developer owns no Lots in the Community, may make exceptions in its sole and absolute discretion and allow the residence of persons in the Community who do not satisfy the age restrictions so long as the Community complies with the requirements to qualify as housing for older persons as set forth in Section 16.3 hereof, including, without limitation, that at least eighty percent (80%) of the Lots are occupied by at least one (1) person 55 years of age or older, and so long as no person under 21 years of age resides upon any Lot in the Community as a Permanent Resident.
- 16.8 **Occupancy Requirement.** The Community shall be deemed to satisfy the occupancy requirement even though the following conditions exist: (i) There are unoccupied Lots, provided that at least eighty percent (80%) of the occupied Lots are occupied by at least one (1) person 55 years of age or older; (ii) There are Lots occupied by employees of the Community (and family members residing upon the same Lot) who are under 55 years of age, provided the employees perform substantial duties related to the management or maintenance of the Community; or (iii) There are Lots occupied by persons who are necessary to provide a reasonable accommodation to disabled residents as may be required and who are under the age of 55.
- 16.9 **Policies and Procedures.** The Developer, and the Board of Directors of the Association after the Developer owns no Lots in the Community, shall publish and adhere to policies and procedures that demonstrate the intent of the Community to operate as housing for persons 55 years of age or older. The policies and procedures may include, without limitation, the following: (i) Advertising, marketing, and promotion of the Community; (ii) Lease restrictions; (iii) Written rules, regulations, or other restrictions, including this Declaration; (iv) The maintenance and consistent application of relevant procedures; and (v) Public posting in Common Areas of statements describing the Community as housing for persons 55 years of age or older. In any event, at least eighty percent (80%) of the occupied Lots in the Community shall be occupied by at least one (1) person who is 55 years of age or older.
- 16.10 **Verification of Occupancy.** The Developer, and the Board of Directors of the Association, after the Developer owns no Lots in the Community, shall develop procedures for routinely determining the occupancy of each Lot, including the identification of whether at least one occupant of each Lot is 55 years of age or older. These procedures may be part of the

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normal purchasing or leasing arrangement. At least eighty percent (80%) of the occupied Lots in the Community shall be occupied by at least one (1) person who is 55 years of age or older. The documents as set forth in Section 16.5 shall be considered reliable documentation of the age of the applicants. The Community procedures shall provide for regular updates, through surveys or other means, of the initial information supplied by the occupants of the Community. Said updates shall take place at least once every two (2) years, and the survey may include information regarding whether any Lots are occupied by persons described in the provisions designated as (ii) and (iii) of Section 16.8. A summary of occupancy surveys shall be available for inspection upon reasonable notice and request by any interested or affected person, subject to applicable law. Surveys and verification procedures which comply with statutory requirements and regulations including those of HUD, shall be admissible in administrative and judicial proceedings for the purpose of verifying occupancy.

16.11 Conveyance, Lease or Transfer of Lot. If an Owner desires to convey, lease or otherwise transfer their Lot, said Owner shall comply with the provisions of this Declaration and the Governing Documents and shall convey or lease the Lot in accordance with the intent and purpose of the Community, to at least one (1) person who is 55 years of age or older, and all other prospective purchasers or tenants who will occupy the Lot shall be 21 years of age or older. Notwithstanding the foregoing, if a Lot is transferred via inheritance or otherwise to a person under 55 years of age, including without limitation, a child or surviving spouse, said person shall be entitled to occupy the Lot for as long as they choose to do so, but only so long as said person is 21 years of age or older, and so long as at least eighty percent (80%) of the occupied Lots in the Community are occupied by at least one (1) person 55 years of age or older. If a person acquires a Lot, in the manner discussed in the immediately preceding sentence, and at some point in time chooses to convey the Lot, the Lot shall be conveyed to at least one (1) person 55 years of age or older, and all other persons who will occupy the Lot shall be 21 years of age or older.

16.12 Prohibition Against Amendment or Revocation. The provisions of this Section 16 shall not be subject to amendment or revocation except as may be required by applicable law.

Rights Limited to Express Terms of Governing Documents. Every Member of the Association acknowledges that his or her rights, duties or obligations are limited to the express terms of the Governing Documents as may be amended from time to time. Every prospective Member should make his decision to purchase within the Community based upon the representations as set out in the Governing Documents which contain the entire understanding of the parties and no prior or present agreements or representations shall be binding upon the Declarant unless included in the Governing Documents.

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IN WITNESS WHEREOF, MSD-MATTIE, L.L.C., a Florida limited liability company, hereby executes this Master Declaration of Covenants, Conditions and Restrictions for Bay Lake Resort, and Bay Lake Resort Owners' Association, Inc., a Florida not for profit corporation, Mastercraft Homes, LLC, a Florida limited liability company, and MX Communication Services, LLC, a Florida limited liability company, hereby join in this Master Declaration of Covenants, Conditions and Restrictions for Bay Lake Resort to the extent each has rights hereunder and as expressly set forth herein, effective the day and year first set forth above.

"DECLARANT"

MSD-MATTIE, L.L.C., a Florida limited liability company

By: [Signature]

Print Name: Mark E. Schreiber

Title: Manager

Witnesses:

[Signature]

Print Name: Brandi B. Spence

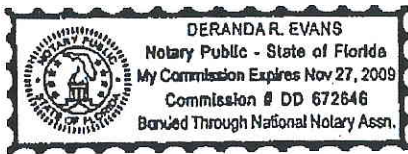
[Signature]

Print Name: Brandi Evans

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was executed before me this 1 day of Dec, 2008, by Mark E Schreiber as Manager of MSD-Mattie, L.L.C., a Florida limited liability company. He is personally known to me or did produce _____ as identification.



[Signature]

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

Commission Expires: _____

(SEAL)

NOTARY PUBLIC
RICHARD A. HEIGER, CLERK

"ASSOCIATION"

BAY LAKE RESORT OWNERS' ASSOCIATION, INC., a Florida not for profit corporation

By: [Signature]
Print Name: Mark E. Schreiber
Title: President

Witnesses:

[Signature]

Print Name: Brandi B. Spence

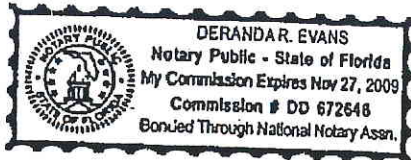
[Signature]

Print Name: Brandi Evans

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was executed before me this 1 day of Dec, 2008, by Mark E. Schreiber as President of Bay Lake Resort Owners' Association, Inc., a Florida not for profit corporation. He is personally known to me or did produce _____ as identification.



[Signature]
Notary Public, State of Florida

Print Name: _____

Commission No.: _____

Commission Expires: _____

(SEAL)

A TRUE COPY
CERTIFICATION ON LAST PAGE
RICHARD W. BIRDS, CLERK

"MASTERCRAFT"

MASTERCRAFT HOMES, LLC, a Florida limited liability company

By: CRF Management Co., Inc., a Florida corporation, its managing member

By: [Signature]

Print Name: Jim D. Lee

Title: Vice President

Witnesses:

[Signature]

Print Name: Rhonda J Riggleman

[Signature]

Print Name: Sheri L. Taylor

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was executed before me this 7 day of December 2008, by Jim D. Lee as Vice President of CRF Management Co., Inc., a Florida corporation, Managing Member of Mastercraft Homes, LLC, a Florida limited liability company.. He is personally known to me or did produce as identification.

[Signature]

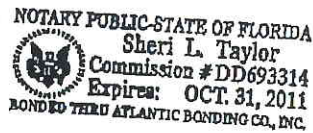
Notary Public, State of Florida

Print Name: Sheri L. Taylor

Commission No.: DD 693314

Commission Expires: 10-31-11

(SEAL)



A TRUE COPY
CERTIFICATION ON LAST PAGE
RICHARD W. WEISS, CLERK

Witnesses:

Chanda Riggler
 Print Name: Rhonda J Riggler
Sheri L. Taylor
 Print Name: Sheri L Taylor

"MX"

MX COMMUNICATION SERVICES, LLC,
a Florida limited liability company

By: CRF Management Co., Inc., a Florida
corporation, its managing member

By: *[Signature]*
 Print Name: Jim D Lee
 Title: Vice President

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was executed before me this 2 day of December
 2008, by Jim D. Lee as Vice President of CRF
 Management Co., Inc., a Florida corporation, Managing Member of MX COMMUNICATION
 SERVICES, LLC, a Florida limited liability company. He is personally known to me or did
 produce _____ as identification.

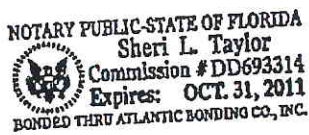
Sheri L. Taylor
 Notary Public, State of Florida

Print Name: Sheri L. Taylor

Commission No.: DD693314

Commission Expires: 10-31-11

(SEAL)



A TRUE COPY
 CERTIFICATION ON LAST PAGE
 RICHARD W. WEISS, CLERK

EXHIBIT "A"

Parcel 1:

The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 10, Township 27 South, Range 25 East, Polk County, Florida.

AND

Parcel 2:

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 10, Township 27 South, Range 25 East, Polk County, Florida, LESS AND EXCEPT right-of-way for State Road 400 (Interstate 4).

AND

Parcel 3:

The West 462 feet of the South $\frac{3}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 27 South, Range 25 East, Polk County, Florida.

A TRUE COPY
CERTIFICATION ON LAST PAGE
RICHARD B. WEISS, CLERK