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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
VERSAILLES III**

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NOTICE: As provided in Article XIV, Section 15 of this Declaration, each Owner, by virtue of taking title to a Lot, hereby agrees that the deed of conveyance of the Lot to a third party shall specifically state that the Lot is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Lots.

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR VERSAILLES III ("Declaration" as defined hereinafter) is made by WCI COMMUNITIES, INC., a Delaware corporation, and its successors, assigns and designees.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article 11 of this Declaration and desires to create thereon an exclusive residential community known as Versailles III (hereinafter referred to as the "Neighborhood"); and

WHEREAS, Developer desires to insure the attractiveness of the individual lots and facilities within the Neighborhood and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property, and to provide for the maintenance of Neighborhood common properties, areas and facilities and certain exterior maintenance on Lots as may be defined hereinafter, and, to this end, desires to subject the real property described in Article II of this Declaration to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each Homeowner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in the Neighborhood and to insure the residents' enjoyment of the specific rights, privileges and easements in the Neighborhood common properties, areas and facilities, to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering the Neighborhood common properties, areas and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a corporation not for profit, VERSAILLES III PROPERTY OWNERS' ASSOCIATION, INC., for the purpose of exercising the functions aforesaid within the Neighborhood;

NOW, THEREFORE, Developer declares that the real property described in Article II of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes collectively referred to as "covenants and restrictions") hereinafter set forth.

Article 1: Definitions and Construction

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

Section 1. "Act" means Chapter 720, Florida Statutes, as existing on the date of recordation of this Declaration

Section 2. "Architectural Committee" means the Architectural Committee established pursuant to Article IV of this Declaration.

Section 3. "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as may be amended from time to time. A copy of the Articles of Incorporation as filed with the Florida Department of State is attached as Exhibit B hereto. Any future amendments to the original Articles need not be recorded in the public records of Hillsborough County, Florida.

Section 4. "Association" means Versailles III Property Owners' Association, Inc., a Florida corporation not for profit, organized or to be organized under Chapter 617, Florida Statutes, and the Act.

Section 5. "Board" or "Board of Directors" means the Association's Board of Directors.

Section 6. "By-Laws" means the By-Laws of the Association as may be amended from time to time. A copy of the original By-Laws is attached as Exhibit C hereto. Any future amendments to the original By-Laws need not be recorded in the public records of Hillsborough County, Florida,

Section 7. "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties pursuant to this Declaration, the Articles, the By-Laws or any rules promulgated thereunder, or any agreement properly entered into by the Association, including, but not limited to:

- (a) the expenses incurred in connection with the ownership, maintenance, repair, replacement, reconstruction or improvement of the Common Property and/or real property held in title by the Association, if any, as provided for pursuant to this Declaration (which expenses may, but shall not necessarily, include utilities, taxes, assessments, insurance and repairs);

- (b) the expenses of obtaining, repairing or replacing personal property owned by the Association;

- (c) the expenses incurred in the administration and management of the Association; and

- (d) the expenses declared to be Common Expenses pursuant to this Declaration or the Articles or the By-Laws.

Section 8. "Community Association" means the Sun City Center Community Association, Inc., formerly known as the Sun City Center Civic Association, Inc., a Florida not for profit corporation, and its successors and assigns.

Section 9. "Community Association Member" means a Resident who holds membership in the Community Association pursuant to Article IX of this Declaration.

Section 10. "Common Property" or "Common Properties" mean any portion or portions of the Property now or hereafter owned by the Association or designated herein or on the plat of the Property as recorded in Plat Book 101, Page 235, public records of Hillsborough County, Florida, as from time to time may be amended ("Plat"), as either Common Property or property to be maintained by the Association (whether or not such property is part of a dedicated right-of-way or easement). "Common Property" shall include (a) any landscaping in any median or cul-de-sac island located in any right-of-way as shown on the Plat (whether or not these areas are indicated as common areas), and (b) any lake areas for which the Association has maintenance responsibility and for which the costs thereof shall be shared by the Homeowners and certain owners of adjacent real property pursuant to separate agreement.

Section 11. "Declaration" means this instrument, as may be amended from time to time.

Section 12. "Developer" means WCI Communities, Inc., a Delaware corporation, and its successors, assigns and designees.

Section 13. "Dwelling" means a residential housing unit consisting of a group of rooms which are designed or intended for the exclusive use as living quarters for one Family as constructed by the Developer upon a Lot.

Section 14. "Family" means one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, together with domestic servants if any, maintaining a common household in a Dwelling.

Section 15. "First Mortgage" means a valid Mortgage (as defined hereinafter) having priority over all other mortgages on the same property.

Section 16. "First Mortgagee" means the holder of a recorded First Mortgage encumbering a Lot and the Dwelling thereon, if any.

Section 17. "Homeowner" means any person who from time to time holds record title to any Lot. If more than one person holds such title, all such persons are Homeowners, jointly and severally. The Developer is a Homeowner with respect to each Lot from time to time owned by such Developer.

Section 18. "Lot" means each numbered lot as established by the recorded Plat of the Property.

Section 19. "Member" means a member of the Association in accordance with the provisions of this Declaration, the Articles and the By-Laws.

Section 20. "Mortgage" means any valid instrument transferring any interest in real property as security for the performance of an obligation.

Section 21. "Person" means any natural person or artificial entity having legal capacity.

Section 22. "Property" means the real property described in Article II of this Declaration.

Section 23. "Resident" means a permanent occupant of a Dwelling.

Section 24. "Work" means the development of all or any portion of the Property as a residential community by Developer's construction and installation of streets, dwellings, buildings, and other improvements and the sale or other disposition of the Property and improvements thereon in parcels or as completed Lots.

Section 25. The term "Article" and the term "paragraph" where used throughout this Declaration shall mean the same, unless the context requires otherwise.

Section 26. The term "Section" where used throughout this Declaration shall refer to that portion of the Article indicated, unless the context requires otherwise.

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 term "Lot" includes any portion applicable to the context thereof, 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 should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots 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.

Article II: Property Subject to This Declaration

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Hillsborough, State of Florida, and is more particularly described in the metes and bounds description attached hereto as Exhibit A and incorporated by reference as fully as if specifically repeated herein, and all of which real property shall hereinafter be referred to as "Property."

Article III: Property Rights, Easements and Restrictions

Section 1. Appurtenances. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as non-exclusive by this Article, its benefit nevertheless is exclusive to all Lots 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

Section 2. Utility Easements. Developer has identified areas for use by all utilities for the construction and maintenance of their respective facilities servicing the Property, and Developer hereby grants to such utilities, jointly and severally, easements for such purpose. The location

and extent of such easements are as shown on the Plat (recorded or to be recorded) of the Property or such other instrument defining them. In addition to the above, Developer hereby reserves unto itself and its successors and assigns an easement over, under, across and through the Common Property as may be required for the construction, maintenance and operation of a two-way communication and security system. Such utilities, as well as Developer, and their respective agents, employees, designees and assigns shall have full rights of ingress and egress over any Lot for all activities appropriately associated with the purposes of said easements.

Section 3. Common Properties. Subject to the provisions of subsection (b) below, every Homeowner shall have a non-exclusive right and easement of enjoyment in and to the Common Properties, if any, and such easement shall be appurtenant to and shall pass with the title to every Dwelling situated within the Neighborhood.

(a) Extent of Homeowners' Easement. The rights and easements of enjoyment created herein shall be subject to the following:

- (i) the right of the Association to limit the use of the Common Properties to Homeowners, their families and guests;
- (ii) the right of the Association to suspend the voting and enjoyment rights of a Homeowner for any period during which any assessment against his Lot remains unpaid, or for any infraction of the Association's published rules and regulations;
- (iii) the right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Homeowners. No such dedication or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the Class A votes and all of the Class B votes agree to such dedication or transfer, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, special purpose cable for television and other uses, water and sewer, utilities and drainage facilities upon, over, under and across the Common Property without the assent of the membership;
- (iv) the right to reasonably traverse the Lots to obtain access to the Common Property; and
- (v) the right of the Association to impose reasonable covenants and restrictions with respect to the use of the Common Properties in addition to those set forth herein.

(b) Extension of Rights and Benefits. Every Homeowner shall have the right to extend the rights and easements of enjoyment vested in him under this Article to each of his

tenants and to each member of his Family who resides with him and to such other persons as may be permitted by the Association.

Section 4. Lots. The following covenants, restrictions and easements are hereby imposed on each Lot in the Neighborhood:

(a) General Restrictions. The following restrictive covenants are easements and covenants running with the land and are binding upon all Homeowners, Residents, and other occupants and their respective successors and assigns:

(i) The Lots shall be used only for single-family residential purposes, and no professional, business or commercial use shall be made of the same, or any portion thereof, provided further that nothing herein shall be construed in such a manner as to prohibit a Homeowner from (a) maintaining his personal professional library therein; (b) keeping his personal, business or professional records or accounts therein; or (c) handling his personal, business or professional telephone calls or correspondence therefrom.

(ii) Each Dwelling, if occupied, shall be occupied by at least one (1) person fifty-five (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 fifty (50) years of age (based upon birthdate) but no greater than fifty-five (55) years of age (based upon birthdate) if at least one (1) person fifty (50) years of age or older will occupy the Dwelling that is the subject of the petition and the result of such waiver would result in at least eighty percent (80%) of all the Dwellings in the Neighborhood being occupied by persons fifty-five (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 retirement character of the Neighborhood. No children under the age of eighteen (18) years of age shall occupy any Dwelling; provided, however, that such children may visit and temporarily occupy such Dwelling for periods not to exceed thirty (30) days in any calendar year. In addition to the foregoing Community Age Restriction, the Neighborhood is subject to certain age restrictions as recorded in O.R. Book 4522, Page 860 and amended in O.R. Book 4644, Page 1500, and in O.R. Book 6724, Page 1206, all of the public records of Hillsborough County, Florida (hereinafter collectively referred to as the "Sun City Center Age Restriction").

(iii) No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon which may become an annoyance or

nuisance to the neighborhood. No inflammable, combustible or explosive fluid or chemical substance shall be kept on any Lot except such as are required for normal household use, and same shall be kept within the Dwelling constructed on said Lot. No Homeowner shall permit or suffer anything to be done or kept in his Dwelling or, where applicable, on his Lot which will increase the rate of insurance as to other Homeowners or to the Association.

(iv) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, except that Developer may place any type of temporary structure on any Lot at any time to aid in its construction and/or sales activities.

(v) No Lot 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 Association or the applicable ordinances of Hillsborough County. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(vi) No individual water supply system or irrigation system (including the installation of pumps related thereto) not connected to the Hillsborough County water supply system shall be permitted on any Lot, and no individual may install a pump or otherwise divert any waters from any pond, lake or water body located wholly or partially on or adjacent or contiguous to the Property for purposes of irrigation or any other purpose. The provisions of this paragraph shall not be amended or modified until December 31, 2020; in addition, for so long as Developer and its successors and assigns owns any real property in the Sun City Center community, no amendment or modification to this paragraph shall be effective without the express prior written consent of Developer or its successors or assigns.

(vii) No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Architectural Committee and all applicable governmental authorities. Prior written approval of such system as installed shall be obtained from the Architectural Committee and such governmental authorities.

(viii) There shall be no alteration, addition or improvement of any Common Properties, except as provided in this Declaration, nor shall any person use the Common Properties 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 Association or approved and authorized in writing by the Association.

(ix) No motor vehicles of any type or nature or trailers or campers or boats or boat trailers may be parked upon any street area, if applicable, within the Neighborhood, except 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 or upon the roads of the Neighborhood for more than 24 continuous hours (for purposes hereof, the mere moving of such a vehicle shall not constitute conformity with this restriction). No motor vehicle or boat repair work shall be conducted on any Lot other than for very minor repairs.

(x) The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing the details of the operation, use, maintenance, management and control of the Common Properties and governing and restricting the use and maintenance of the Lots and improvements and landscaping thereon; provided, however, that copies of such rules and regulations are furnished to each Homeowner prior to the time same became effective and provided that said rules and regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions in this Declaration.

(xi) There will be no mail boxes of any type placed upon any Lot nor affixed to any Dwelling. Mail delivery is provided by the United States Postal Service through the use of clustered mailbox structures located throughout the Neighborhood as provided and installed by the Postal Service.

(xii) Satellite dishes, aerials, antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Dwelling 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 a Lot except to the extent required to be permitted by applicable law (including, but not limited to, the federal Telecommunications Act of 1996). The 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, the 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 Neighborhood or for security purposes.

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).

(xiii) A Homeowner 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 Lot; provided, however, that the Homeowner must obtain the written approval of the Developer (until such time as the Developer has conveyed all Lots in the Neighborhood to third-parties) or the Architectural Committee (following conveyance by the Developer of all Lots in the Neighborhood to third-parties), as the case may be, prior to placing, installing or constructing an Energy Device on such Lot. Until such time as the Developer has conveyed all Lots in the Neighborhood to third parties, the Developer shall be solely responsible to promulgate rules and regulations as are reasonably necessary to carry out the provisions and intent of this subsection.

Following conveyance by the Developer of all Lots in the Neighborhood to third parties, the Architectural Committee shall be solely responsible to promulgate rules and regulations as are reasonably necessary to carry out the provisions and intent of this subsection. 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 the Developer or the Architectural Committee, as the case may be, only in accordance with the Energy Device Rules and Regulations. With regard to Solar Collectors, the Developer or the Architectural Committee, as the case may be, may determine the specific location where a Solar Collector may be installed on the roof of a Dwelling within an orientation to the south or within 45° 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 Dwelling so as to minimize the visual impact of the Solar Collector from the roadways adjacent to the subject Lot. Similarly, all Energy Devices other than Solar Collectors shall be installed in a manner so as to minimize the impact on other Lots in the Neighborhood. "Minimal visual impact" as used in this subsection shall mean that the visual impact of an Energy Device on a Lot 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.

(xiv) There shall be no wall or window type air conditioning unit(s) in any Dwelling except as otherwise approved in writing by the Architectural Committee.

(xv) 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 Architectural Committee.

(xvi) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Architectural Committee. No more than ten percent (10%) of any Lot shall be planted, covered or maintained in any material other than grass or other natural, living vegetation, unless approved by the Architectural Committee.

(xvii) No automobile garage shall be permanently enclosed and converted to other use without the substitution of another enclosed automobile storage facility upon the Lot. All Lots shall have a paved driveway of stable and permanent construction. Unless prior approval of the Architectural Committee is obtained, the driveway base shall be concrete. No driveway surface shall be painted, repainted, or otherwise artificially colored or recolored without the prior approval of the Architectural Committee.

(xviii) No fences shall be permitted on a Lot.

(xix) No sign of any kind shall be displayed to the public view on any Lot, except for the following:

The exclusive sales agent for the Homeowner or the Homeowner may place one

(1) professional sign not to exceed two (2) square feet advertising the property for sale or rent.

(2) Additionally, a sign displaying the word "open," not to exceed two (2) square feet, may be displayed during any time the Homeowner or his designated representative is in attendance.

The size and design of all signs mentioned above and of signs pertaining to house numbering, mailboxes and other such material shall be subject to the approval by the Architectural Committee.

The provisions of this subsection shall not apply to Developer.

(xx) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that two (2) common household pets, such as dogs and cats, may be kept, provided that they are not kept, bred or maintained for commercial purposes and provided that all pets must be kept on leashes when outside of the Homeowner's Dwelling.

Notwithstanding the foregoing provision to the contrary, the Developer, in its sole discretion and as it may deem necessary and appropriate, shall be entitled to grant a waiver to the two (2) pet requirement in connection with the initial conveyance of a Lot from the Developer to a third party. In the event such a waiver is granted (which shall be in writing and shall specifically reference this subsection and shall be delivered to the Association for inclusion in its official records), the Lot Owner shall be permitted to maintain any such pet(s) which exceed the two (2) pet limit for the remainder of such pet(s) life, but shall not be entitled to replace any pet that dies for so long as the two (2) pet limit is exceeded. By way of example, if a waiver is granted to permit three (3) pets, when one pet dies, it cannot be replaced, but upon the death of two pets, the owner shall then be permitted to replace one of the pets so as to be in compliance with the two (2) pet limit. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice by the Association to the Homeowner thereof or to the Homeowner of the Lot containing such pet.

(xxi) Each Lot and the Common Property are hereby subjected to a permanent easement appurtenant to any adjoining Lot to permit the use, construction, existence, maintenance, repair and restoration of structures located on such adjoining Lot, including but not limited to driveways, walkways and roof structures which overhang and encroach upon the servient Lot or Common Property, if any, provided that such structures were constructed by Developer or the construction of such structure is

permitted and approved as elsewhere herein provided. The owner of the dominant tenement 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 tenement; provided, however, that any such entry made for purposes 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 tenement. 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 tenement. The owner of the servient tenement shall not place any improvement, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this paragraph. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by the owner of the dominant tenement or Developer notwithstanding any lapse of time since such improvement, material or other obstacle was placed in or over the easement area.

(xxii) Where a Lot abuts any body of water, the Homeowner of such Lot shall be responsible for maintaining all grass areas lying between the water's edge and the boundary of such Lot. No amendment to this paragraph shall be effective without the express prior written consent of Developer.

(xxiii) Permanent propane storage tanks (defined for these purposes as any propane storage tank weighing greater than thirty (30) pounds when completely filled with propane gas and which is not attached as a part of a portable barbecue grill) shall not be permitted on any Lot except with the prior written consent of the Developer (until the Developer no longer owns any Lots in the Neighborhood) or the Architectural Committee (following sale of all Lots by the Developer to third parties), as the case may be. All permanent propane storage tanks shall be located beneath the visible ground surface of the Lot, it being Developer's intention to maintain an aesthetically-pleasing residential development. In order to ensure the aesthetic qualities of the Neighborhood, the provisions of this subparagraph may not be amended without the prior written consent of the Developer.

(xxiv) No person shall be entitled to operate a watercraft, of any type or nature, on any pond, lake or water body lying wholly within the boundaries of the Property unless the Association authorizes such use ability and promulgates rules and regulations therefore. No person shall be entitled

to operate a watercraft, of any type or nature, on any pond, lake or water body lying adjacent to the Property unless (1) the owner of such pond, lake or water body consents in writing to such usage prior to commencement, (2) the Association agrees to indemnify and hold harmless the owner of such pond, lake or water body for any injury to person or property resulting from operation of a watercraft thereon, and (3) if the pond, lake or water body also lies adjacent to one or more additional residential projects, prior written consent shall be required of the owners association(s) governing such project(s). Notwithstanding any provision to the contrary, each Homeowner, by virtue of taking title to a Lot, each user of any pond, lake or water body pursuant to this subparagraph, and the Association shall defend and hold Developer harmless for any and all matters pertaining to usage activities undertaken pursuant to this paragraph.

(XXV) Homeowners may lease their Dwellings for a minimum period not less than 30 consecutive days in duration, and may enter into a maximum of three (3) such rental arrangements in any twelve (12) consecutive month period with regard to a Dwelling. A Homeowner shall notify the Association in writing that the Homeowner intends to lease a Dwelling, and shall provide the Association with a copy of the lease prior to execution. If a Homeowner intending to lease or rent a Dwelling is delinquent in the payment of assessments or other amounts due and owing to the Association, the Association shall be entitled, but shall not be obligated, to prohibit the Homeowner from renting or leasing the Dwelling until such delinquency is made current. Leases shall be in writing, and shall be subject to the prior written approval of the Association. The Master Association may require inclusion in a lease of any provisions that the Master Association may deem appropriate to assure the lessee's compliance with all the terms and provisions of this Declaration. Dwellings shall be leased in their entirety, and no individual rooms or portion of a Dwelling may be leased. Upon leasing a Dwelling, a Homeowner shall notify the Association in writing that the Homeowner has leased a Dwelling and shall provide the Association with a copy of the executed lease. Tenants shall comply with this Declaration and all rules and regulations. A Homeowner leasing a Dwelling shall provide the Association with a written statement, on the form provided by the Association, signed by all tenants, acknowledging that the tenants are familiar with, and agree to comply with, the use restrictions applicable to the Association. Notwithstanding such statement, the Homeowner shall be responsible for all conduct of the Homeowner's tenants, including, without limitation, any damage to the Common Property or other Lots as a result of the acts or omissions of the Homeowner's tenants. The

provisions of this subparagraph shall not be applicable to Developer-owned Dwellings. The subleasing or sub-renting of a Dwelling shall be subject to the same requirements and limitations as are applicable to the leasing or renting thereof.

(xxvi) Any Homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4 1/2 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

(xxvii) Any Homeowner may construct an access ramp on their Lot, if a resident or occupant of the Lot has a medical necessity or disability that requires a ramp for egress and ingress, under the following conditions:

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

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

(3) The Homeowner must submit to the Association an affidavit from a physician attesting to the medical necessity or disability of the resident or occupant of the Lot requiring the access ramp. Certification as required under Section 320.0848, Florida Statutes, shall be sufficient to meet the affidavit requirement.

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

(b) Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration will be interpreted, construed, or applied to prevent Developer, 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 Developer, whatever they determine to be reasonably necessary or convenient to complete the Work, including:

(i) Improvements. Erecting, constructing, and maintaining such structures and other improvements as may be reasonably necessary or convenient for the conduct of such Developer's business of completing the Work, establishing the Property as a residential community, and disposing of the same in parcels or Lots by sale, lease, or otherwise; or

(ii) Development. Conducting thereon its business of completing the Work, establishing the Property as a residential community, and disposing of the Property in parcels or Lots by sale, lease or otherwise; or

(iii) Signs. Maintaining such signs as may be reasonably necessary or convenient in connection with the sale, lease or other transfer of the Property in parcels or Lots.

(c) Access by Association. The officers, employees, or designated agents of the Association have a right of entry onto the exterior of each Lot 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 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 any improvement upon any Lot may not be made without the consent of its Homeowner or occupant for any purpose, except pursuant to court order or other authority conferred by law. Such consent will not be unreasonably withheld or delayed.

(d) General Easements. In the event that any part of any Dwelling encroaches or shall hereafter encroach upon any part of any other Lot or the Common Property, valid easements for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of the same shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Homeowner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Dwelling of another Homeowner and if it occurred due to the willful conduct of any Homeowner.

Section 5. Ingress and Egress. Each Homeowner shall have a perpetual unrestricted easement over, across and through the Common Property for the purpose of ingress to and egress from his Lot, subject only to the right of the Association to impose reasonable and non-discriminatory rules and regulations governing the manner in which such easement is exercised, which easement shall be appurtenant to and pass with ownership to each Lot.

Section 6. Restrictions on Use of Lakes, Waterways, Wetlands, or Other Bodies of Water. With respect to any lakes, waterways, wetlands or other bodies of water located on the Property, no Homeowner, Resident or any temporary occupant of a Dwelling shall: (i) disturb, remove, alter or in any way disrupt vegetation thereon; (ii) construct permanent or temporary docks or seawalls; or (iii) connect to any lake, waterway, wetland or other body of water through the use of a well, pump, ditch or other system of any nature for any purpose, including, but not limited to, lawn irrigation, lawn maintenance, water features or for any other use. In addition, no Homeowner, Resident or any temporary occupant of a Dwelling shall dig a well on any Lot for any purpose, including but not limited to lawn irrigation, lawn maintenance, water features or for any other use. The provisions of this paragraph shall not apply to Developer. No amendment to this paragraph shall be effective without the express prior written consent of Developer

Article IV: Architectural, Maintenance and Use Restrictions

Section 1. Architectural Control Standards. The Board of Directors shall adopt from time to time specific architectural control standards or criteria for the Neighborhood, which standards shall be applied by the Architectural Committee and the Board of Directors in their respective capacities as provided hereinafter.

Section 2. Role of the Board and the Architectural Committee. The purpose of the Board and the Architectural Committee is to insure the maintenance of the Property as a residential area of highest quality and standards and to insure that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view. All references to the Architectural Committee shall also reference the Board.

Section 3. Composition of the Architectural Committee. The Board shall appoint the chairman and members of the Architectural Committee. The Board may remove Architectural Committee member(s) if determined beneficial. Where a vacancy or vacancies on the Architectural Committee occurs, a successor or successors shall be appointed by the Board.

Section 4. Powers of the Architectural Committee. The Architectural Committee shall represent, act as directed by, and report to the Board, and shall only have such powers as delegated to it by the Board. The Board shall retain final authority in case of differing opinion. The Architectural Committee shall evaluate, control and approve construction, remodeling, repainting, or additions to the buildings, Dwellings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No Dwelling, building, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main Dwelling, shall be commenced, placed, erected or allowed to remain on any Lot, 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 be made, unless and until building plans and specifications covering same ("Plans and Specifications"), showing such information as may be required by the Architectural Committee 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.

Section 5. Plans and Specifications. The Architectural Committee requires that all Plans and Specifications be accompanied by site plans which show the siting of the Dwellings on each side of the Dwelling under consideration. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a minimum of three (3) complete sets, or as many as requested by the Architectural Committee, of Plans and Specifications must be submitted to the Architectural Committee. In addition, if requested by the Architectural Committee, there shall be submitted to the Architectural Committee for consideration such samples of building materials proposed to be used as the Architectural Committee 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 Architectural Committee and 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. Each page is to be numbered, signed and dated by all adjacent neighbors and Architectural Committee members and/or Board members evaluating the request.

Section 6. Recommendations of the Architectural Committee. Once the Architectural Committee has received and reviewed the Plans and Specifications submitted by a Homeowner, the Architectural Committee may either (a) make a recommendation to the Board of Directors to either approve or disapprove the proposal of the Homeowner or (b) request additional information as the Architectural Committee deems necessary in its discretion to be able to render such recommendation to the Board of Directors. At such time as the recommendation to approve or disapprove is made, the Architectural Committee shall have no further action to take with regard to the Homeowner's proposal, except as may be requested by the Board of Directors in the course of its rendering a final decision regarding the proposal.

Section 7. Approval of Plans and Specifications. Upon written approval of the Board of Directors, 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 (including by means of injunctive or other relief), 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 Homeowner'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 by the Board of Directors.

Section 8. Rejection of Plans and Specifications. The Architectural Committee 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 Architectural Committee rejects such Plans and Specifications as submitted, the Architectural Committee shall so inform the Homeowner in writing, stating with reasonable detail the reason(s) for disapproval. In rejecting such Plans and Specifications, the Architectural Committee may take into consideration the suitability and desirability of proposed construction and the materials of which the same are proposed to be built, the Lot upon which such construction is proposed to be erected, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring Lots.

Section 9. Appeal by Aggrieved Homeowner. If the Architectural Committee rejects such Plans and Specifications, the aggrieved Homeowner and/or any other interested Homeowner may appeal such adverse decision to the Board. If after the Board's review the appealing Homeowner is in disagreement with the Board's decision, such Homeowner may appeal such adverse decision by submitting in writing to the Board a request for a special meeting of all Homeowners (excluding the Developer) to consider the propriety of the Board of Directors' decision within ten (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 Homeowner. At such special meeting, the proposal made by the Homeowner and the decision of the Architectural Committee and the Board, together with the stated reasons for the rejection of the proposal, shall be made available to all Homeowners. 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 Association Members at which a quorum is present (excluding the Developer) shall be necessary to overturn an adverse decision of the Architectural Committee and the Board against the Homeowner. Developer shall not vote.

Section 10. Compliance with Governmental Regulations. 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 Homeowner 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 Board of Directors to any alteration, addition, improvement or change may be conditioned upon the Homeowner requesting such approval, obtaining a building permit for same, or providing the Association with written evidence from the controlling governmental authority that such permit will not be required, and in that, the Homeowner requesting architectural approval shall not proceed with any alteration, addition, improvement or change until such building permit or evidence that a building permit is not required is submitted to the Association.

Section 11. Enforcement of Restrictions; Developer Exemption. Developer shall have the responsibility of enforcing the restrictions set forth in this Article IV prior to the formation of the

Architectural Committee, which, upon appointment as discussed in Section 3 of this Article IV, shall assume and be responsible for enforcement. Notwithstanding anything to the contrary, however, Developer shall be solely responsible for the promulgation of rules and regulations pertaining to the placement and installation of satellite dishes or devices until such time as Developer has conveyed all Lots in the Neighborhood to third parties. References in this Article IV to the Architectural Committee shall mean Developer until the Architectural Committee is appointed. The architectural, maintenance and use restrictions contained in this Article IV shall apply to each and every Lot now or hereafter subjected to this Declaration; provided, however, that Developer shall be exempt from the provisions of this Article IV and shall not be obligated to obtain Board approval for any construction or change(s) in construction which Developer may elect to make at any time.

Section 12. Liability of the Architectural Committee and the Board of Directors. Notwithstanding anything in this Article IV to the contrary, the Architectural Committee and the Board shall merely have the right, but not the duty, to exercise architectural control in a particular matter, and shall not be liable to any Homeowner, the Association or any other entity due to the exercise or non exercise of such control, or the approval or disapproval of any improvements. 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 improvements:

- (a) are complete or do not contain defects; or
- (b) in fact meet any standards, guidelines and/or criteria of the Architectural Committee or the Board; or
- (c) are in fact architecturally or aesthetically appropriate; or
- (d) comply with any applicable governmental requirements.

Furthermore, the Architectural Committee and the Board shall not be liable for any defect or deficiency in such Plans or Specifications or improvements or any injury resulting therefrom.

Article V: Membership and Voting Rights

Section 1. Membership. Every Homeowner of a Lot that is subject to assessment under Article VIII of this Declaration shall become a Member of the Association upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person, each such person is a Member. A Homeowner of more than one Lot is entitled to one (1) membership for each Lot owned. 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. No person other than a Homeowner may be a Member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by a Homeowner who is a contract seller to such Homeowner's vendee in possession.

Section 2. Voting. The Association shall have two (2) classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A members are all Homeowners except Developer. The Class B member shall be Developer. Upon termination of Class B membership, as provided below, Class A members are all Homeowners, including Developer so long as such Developer is a Homeowner. Subject to the provisions of Section 3 of this Article, all members, Class A or Class B, are entitled to cast one (1) vote for each Lot owned; however, as provided in the Articles of Incorporation, the Class B members are entitled to elect the Association's directors until termination of Class B membership.

Section 3. Co-Ownership. 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 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 entirety, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Section 4. Termination of Class B Membership; Transfer of Control. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots, and Members other than the Developer shall be entitled to elect a majority of the members of the Board, upon the happening of any of the following events, whichever occurs earliest:

(a) 3 months after 90% of the Lots in all portions of the Neighborhood which are or may be ultimately subject to governance by the Association have been conveyed to third party Homeowners of Lots;

(b) upon conveyance of the requisite percentage of Lots which triggers the transfer of control of the Association, as such percentage is mandated by applicable Federal Housing Authority, Federal National Mortgage Association, Government National Mortgage Association, Department of Housing and Urban Development, Federal Home Loan Mortgage Corporation or Veterans Administration provisions related to mortgage financing; or

(c) when the Developer waives in writing its right to Class B membership, which waiver shall be evidenced by the recording of a certificate to such effect in the public records of Hillsborough County, Florida.

Notwithstanding the foregoing, despite an event of transfer of control having occurred, the Developer shall be entitled to elect at least one member to the Board as long as the Developer holds for sale in the ordinary course of business at least 5% of the total number of Lots which are or may ultimately be contained within the Neighborhood.

Upon termination of Class B membership, all provisions of this Declaration or of the 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.

Section 5. Amplification. The provisions of this Declaration are amplified by the Association's Articles of Incorporation and By-Laws, but no such amplification will alter or amend substantially any of the rights or obligations of the Homeowners set forth in this Declaration. Developer intends the provisions of this Declaration, on the one hand, and the Articles of Incorporation and By-Laws, on the other, to be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration control anything in the Articles of Incorporation or By-Laws to the contrary. The terms defined in this Declaration shall have same meanings in the Articles of Incorporation and By-Laws, unless otherwise provided.

Article VI: Rights and Obligations of the Association

Section 1. Association. The Association shall govern, make rules and regulations, control and manage the Lots and Common Properties, if any, located on the Property pursuant to the terms and provisions of this Declaration and the Association's Articles of Incorporation and By-Laws. The Association shall at all times pay the real property ad valorem taxes on any Common Properties if said taxes are billed to the Association as differentiated from being billed to the Homeowner and pay any governmental liens assessed against the Common Properties. The 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 maintenance, repair, upkeep and replacement of any Common Properties and facilities which may be located thereon, the performance of any of its maintenance obligations and performance of such other duties as are set forth herein, as follows:

(a) Notwithstanding the foregoing, the Association may, but is not obligated to, employ access monitoring personnel or services. If access monitoring personnel or services are employed by the Association, the Board of Directors shall determine, in its sole discretion, the schedule and cost of expense thereof. Developer, while in control of the Association, does not intend to hire or pay for access monitoring personnel or services.

Developer and the Association may, but shall not be obligated to, maintain or support certain activities within the Property and the Neighborhood designed to make the Property and the Neighborhood more secure than they otherwise might be. Neither the Association nor the Developer shall in any way be considered insurers or guarantors of security or safety within the Property. Neither the Association nor the Developer 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 Homeowners and occupants of any Dwelling, any authorized users of a Dwelling, tenants, guests and invitees of any Homeowner or authorized user, as applicable, acknowledge that the Developer and the Association, and the officers, directors and supervisors or each, 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 the Developer or the Architectural Committee may not be compromised or circumvented, that any 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 Homeowner and occupant of any Dwelling, and each authorized user, tenant, guest and invitee of a Homeowner, as applicable, acknowledges and understands that each Homeowner and occupant of any Dwelling, and each authorized user, tenant, guest and invitee of a Homeowner assumes all risks for loss or damage to persons, to Dwellings and to the contents of Dwellings, and further acknowledges that the Association and Developer have made no representations or warranties, nor has any Homeowner, authorized user, occupant, tenant, guest or invitee have 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 and the Neighborhood.

(b) The Association shall maintain the Common Properties and pay the real property ad valorem taxes and governmental liens assessed against the Common Properties and billed to the Association. Any Common Properties which are to be maintained by the Association as provided herein shall be maintained in good condition and repair. Should real property ad valorem taxes or governmental liens as to any Common Properties be assessed against the billed Lots, the Board of Directors shall have the right to determine, in its sole discretion, if the Association should pay all or any portion of said bill(s) for taxes or liens, and such amount as they determine should be paid by the Association shall be levied as a Special Assessment pursuant to Article VIII of this Declaration.

(c) The Association shall maintain any landscaping islands and all landscaping and/or signage located, placed, installed or erected thereon which are not otherwise being maintained by the Renaissance Maintenance Association (as defined hereinafter) in accordance with the Renaissance Maintenance Declaration.

(d) In the event the Association in the future acquires any common Properties, the Association shall obtain, maintain and pay the premiums for the hazard insurance, flood insurance, liability insurance and fidelity bond coverage as set forth below and as consistent with state and local insurance laws, and such other types of insurance as the Board may deem advisable:

(i) Hazard insurance covering all Common Properties, except for land foundations and excavations, and all common personal property and supplies. The policy must protect against loss or damage by fire and all other hazards normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of communities, including those covered by the standard "all risk" endorsement. The policy shall cover one

hundred percent (100%) of the current replacement cost of all covered facilities and shall include the following endorsements: agreed amount and inflation guard (if available), construction code (if the local construction code requires changes to undamaged portions of buildings even when only part of the Property is destroyed by an insured hazard), and steam boiler coverage providing at least Fifty Thousand Dollars (\$50,000.00) coverage for each accident at each location.

(ii) Flood insurance covering the Common Property buildings and any other common personal property if any part of the Neighborhood is in a special flood hazard area as defined by the Federal Emergency Management Agency. The amount of flood insurance shall be for not less than the lesser of (i) one hundred percent (100%) of the current replacement cost of all buildings and insurable property within the flood hazard area, and (ii) the maximum coverage available for the Property under the National Flood insurance Program.

(iii) Comprehensive general liability insurance covering all Common Properties and any other areas under the Association's supervision, including public ways and commercial spaces owned by the Association. The policy must provide coverage of at least One Million Dollars (\$1,000,000.00) for bodily injury and property damage for any single occurrence. The policy must cover bodily injury and property damage resulting from the operation, maintenance or use of the Common Properties and other areas under the Association's control and any legal liability resulting from law suits related to employment contracts to which the Association is a party. The policy must provide for at least ten (10) days' written notice by the insurer to the Association prior to cancellation or substantial modification.

(iv) Fidelity bond coverage for any person (including a management agent) who either handles or is responsible for funds held or administered by the Association, whether or not such persons are compensated for such services. The bond shall name the Association as an obligee and shall cover the greater of (i) the maximum funds that will be in the custody of the Association or its management agent while the bond is in force, and (ii) the sum of three (3) months' General Assessments on all Lots plus the Reserve Fund. The bond shall provide for ten (10) days' written notice to the Association and all servicers of FNMA-owned mortgages in the Property prior to cancellation of or substantial modification to the bond.

(e) The Association shall care for and maintain all grassed lawn areas within the Property, including, but not limited to, lawns located on any Lot, and the costs associated with such maintenance shall be a part of the General Assessment as defined herein. Each Homeowner shall be responsible for maintaining all other landscaping on such Homeowner's Lot.

(f) The Association shall have the power, but not the obligation, to enter into a bulk rate cable television contract for the purposes of providing basic cable television service to the Lots. If the Association enters into such a contract, the costs associated with such contract shall constitute a Common Expense.

(g) Certain portions of the Property may front a lake or other water body which is a part of a neighboring golf course and/or is maintained by the Renaissance Maintenance Association. There may be lands which lie between such lake or water body and the rear boundary line of certain of the Lots. In such event, the Association shall be required to either (i) maintain such properties in the same manner as the Common Property is maintained, the costs for which shall be a valid Common Expense, or (ii) contract for maintenance of such properties with any other association or entity which owns or is responsible for maintaining any such lake (in which event any such contractual obligations shall be a valid Common Expense).

(h) The Association shall care for, maintain, repair and replace all landscaping (including, but not limited to, trees) installed by the Developer on or directly adjacent to the boundaries of the Lots which are adjacent to the roadways providing access to the Lots and through the Neighborhood (regardless of whether or not such palm trees are located in whole or in part on a Lot), and the costs of such activities shall be a Common Expense.

The foregoing constitutes the basic and general expenses of the Association, and said expenses are to be paid by Members of the Association as hereinafter provided, except as otherwise provided herein. It shall be the duty and responsibility of the Association, through its Board of Directors, to fix and determine from time to time the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Declaration or the By-Laws or the Articles of Incorporation. The Board of Directors shall have the power and authority to levy a Special Assessment, should one become necessary, as determined by it in its sole discretion, and said Special Assessment shall be determined, assessed, levied and payable in the manner determined by the Board of Directors as hereinafter provided in this Declaration or the Articles of Incorporation or the By-Laws. A General Assessment shall be payable in advance or monthly, quarterly, or on a semi-annual or annual basis or otherwise as determined by the Board of Directors.

Section 2. Management Contracts and Leases of Common Property. The Association shall expressly have the power to contract for the management of the Association and/or the Common Property, if any, and to lease the recreation areas, further having the power to delegate to such contractor or lessee any or all of the powers and duties of the Association respecting the contract granted or

property demised. The Association shall further have the power to employ administrative and other personnel to perform the services required for proper administration of the Association.

| The undertakings and contracts authorized by the first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership of the Association; provided, however, that any management or property maintenance contract entered into by the Association prior to the election of such first Board shall be terminable by the Association without cause or penalty at any time after such election upon not more than ninety (90) days' advance notice.

Section 3.

Easements.

(a) Easements for installation and maintenance of utilities (including, but not limited to, those required for cable television service) and drainage facilities are reserved as shown on the Plat or as otherwise granted by Developer. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channel in the easements, or which may obstruct or retard the flow of water through drainage channel in the easements, or which are or might be prohibited by the public authority to whom said easement is given.

(b) Easements over, under, across and through each Lot and the Common Properties are hereby expressly granted to the Association for the purpose of making any repairs or performing any maintenance provided for or required by this Declaration, regardless of whether such repairs or maintenance directly benefit the Lot upon which they are performed.

(C)

The easement area of each Lot and all improvements in it shall be maintained by the Homeowner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Article VII: Maintenance of Dwellings and Lots and

Improvements and Landscaping Thereon

Section 1. Homeowners. Each Homeowner shall be responsible for the maintenance, repair and replacement of all improvements (including the home and landscaping and irrigation to the extent maintenance responsibilities are not assumed by the Association) on such Homeowner's

Lot and such other areas as are provided herein. Any area or matter not specifically required to be maintained, repaired or replaced by the Association shall be maintained, repaired and replaced by the Homeowner.

Section 2. Failure to Maintain Lots. In the event a Homeowner of any Lot shall fail to maintain or repair the Lot, the improvements thereon or the landscaping thereon, if any, within thirty (30) days' written notice of same, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, any improvements thereon and the landscaping thereon. The cost of same shall be added to and become part of the assessment to which said Lot is subject, and said cost shall be a lien upon said Lot with the same force and effect and the liens on Lots for assessments as provided in this Declaration and the Articles of Incorporation and the By-Laws.

Article VIII: Covenant for Assessments; Fines

Section 1. Assessments Established. Each Homeowner of any Lot, by acceptance of a deed to such Lot, whether or not it is so expressed in such deed, is deemed to covenant to pay to the Association:

- (a) General Assessments, as defined in Section 2 of this Article; and
- (b) Special Assessments, as defined in Section 6 of this Article; and
- (c) Specific Assessments against any particular Lot that are established pursuant to any provision of this Declaration as provided in Section 7 of this Article; and
- (d) All taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made as provided in Section 10 of this Article. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the Homeowner(s) of such Lot when such assessment fell due.

Section 2. Purpose of Assessments; General Assessment. The assessments levied by the Association must be used exclusively to promote the common good and welfare of the residents, to operate and manage the Association and the Common Properties, if any, and to perform such duties as may be required by this Declaration and the Articles of Incorporation and By-Laws of the Association. To effectuate the following, the Association may levy an annual general assessment ("General Assessment") to provide and be used for the operation, management and all other general activities and expenses of the Association.

Section 3. Initial General Assessment. The initial General Assessment shall be \$1,414.44 per Lot per year (payable in equal monthly installments of \$117.87) and will remain in effect until a different General Assessment may be determined as provided in Section 4 of this Article.

Section 4. Determination of General Assessment. Except with regard to the initial General Assessment, the amount of the General Assessment shall be fixed by the Board of Directors at least thirty (30) days in advance of each General Assessment period, and shall be based upon an adopted budget. The General Assessment period shall coincide with the Association's fiscal year. Except for the initial General Assessment, written notice of the amount of the General Assessment should be given to every Homeowner, but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid assessment. The General Assessment shall be paid in equal monthly installments without interest until delinquent, and prepayable in whole at any time or times during the applicable assessment period without penalty or other consideration; provided, however, at the discretion of the Board of Directors, the General Assessment may be collected on a quarterly, semi-annual or annual basis rather than collected on a monthly basis.

Section 5. Developer's Assessments. Notwithstanding any provision of this Declaration or the Articles or By-Laws to the contrary, Developer shall not be obligated to pay any assessment for any Lot which it may own during any period of time that Developer shall be responsible for paying the difference between the Association's operating expenses and the sum of the revenues of the Association from all sources. The term "all sources" used in the previous sentence includes, but is not limited to, interest earned on Association deposits, revenues from the operation of Common Property, and the assessments levied against the Members other than Developer. Such difference, herein called the "deficit funding," shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditure. Developer shall be obligated for deficit funding for each year of operation until such time that Developer shall give written notice to the Board terminating its responsibility for deficit funding during the next succeeding fiscal year. Upon giving such notice, each Lot owned by Developer shall thereafter be assessed in the same manner as Lots owned by Homeowners other than Developer. Notwithstanding the foregoing, any deficit funding provided by Developer pursuant to this section shall automatically terminate upon the transfer of control of the Association from Developer to the Homeowners.

Section 6. Special Assessments. In addition to the General Assessment, the Association may levy in any fiscal year a special assessment ("Special Assessment") applicable to that year only 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 General Assessment was based, or as described in Section 5 of this Article. Notwithstanding the foregoing, no Special Assessment against the Homeowners shall exceed one-twelfth (1/12th) of the total of the General Assessments levied against the Homeowners for that fiscal year without the prior approval of seventy-five percent (75%) of the total number of votes in the Association.

Section 7. Specific Assessments. Any and all accrued liquidated indebtedness of any Homeowner to the Association arising under any provision of this Declaration also may be assessed by the Association against such Homeowner's Lot after such Homeowner fails to pay it when due and such default continues for thirty (30) days after written notice; provided, however, that no Specific Assessment shall be levied in connection with a fine levied by the Association pursuant to the Act.

Section 8. Uniformity of Assessments. The General Assessment and any Special Assessment must be uniform for each Homeowner throughout the Neighborhood.

Section 9. Commencement of General Assessment. The General Assessment as to each Lot owned by a Homeowner other than the Developer commences on the first day of the month following the closing of the purchase of the respective Lot by the Homeowner from Developer.

Section 10. Lien for Assessment. All sums assessed against any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any First Mortgage encumbering such Lot. Except for liens for all sums validly secured by any such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Article, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and/or creditors of the existence of the Association's lien and its priority. The Association from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record, any such notice of lien will affect the existence or priority of the Association's lien.

Section 11. Certificate. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certificate signed by an officer of the Association setting forth whether the General Assessment and any Special Assessment or Specific Assessment have been paid and, if not, the unpaid balance(s).

Section 12. Remedies of the Association. Any assessment not paid within thirty (30) days after its due date bears interest at the rate of eighteen percent (18%) 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 allowed by law not constituting usury. The Association may bring an action at law against the Homeowner personally obligated to pay such assessment, or foreclose its lien against such Homeowner's Lot. No Homeowner may waive or otherwise escape liability for the Association's assessments. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority.

Section 13. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial 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 Homeowner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Homeowner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Homeowner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its Homeowner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction over the foreclosure may enter a personal judgment against the Homeowner for such deficiency.

Section 14. Subordination of Lien. Except where a notice of lien has been filed in the public records prior to the recording of a valid First Mortgage, the lien for the assessments provided in this Article is subordinate to the lien of any such First Mortgage. Sale or transfer of any Lot does not affect the assessment lien. The Association may give any encumbrancer of record thirty (30) days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Article; upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 15. Application of Payments Received from a Homeowner. Any payments received by the Association from a delinquent Homeowner shall be applied first to any interest accrued as provided in this Article, then to any administrative late fee, then to any fines levied by the Association pursuant to the applicable provisions of this Declaration, the By-Laws and the Act, then to costs and reasonable attorneys' fees incurred in collection as provided in this Article, and then to any delinquent and/or accelerated Association assessments. The foregoing application of funds received shall be applicable despite any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

Section 16. Homesteads. By acceptance of a deed to any Lot, each Homeowner is deemed to acknowledge conclusively and consent that all assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Section 17. Reserve Fund. In the event the Association in the future acquires any Common Properties, then the Association may, but shall not be required to, maintain a reserve fund to be used solely for making expenditures in connection with the Common Properties ("Reserve Fund"). The Board shall determine the appropriate level of any Reserve Fund based on a periodic review of the useful life of the improvements to the Common Properties and equipment owned by the Association, as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Properties, the purchase of equipment to be used by the

Association in connection with its duties hereunder, or performance of required maintenance. Each budget shall disclose that percentage of the General Assessment which shall be added to the Reserve Fund (if any) and each Homeowner shall be deemed to make a contribution to the Association equal to such percentage multiplied by each installment of the General Assessment paid by such Homeowner.

Section 18. Initial Funding of Working Capital Fund. At the time the initial sale of each Lot is closed, the purchaser of the Lot shall pay to the Association an amount equal to \$50.00 ("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 Association. This payment shall not be refundable or applied as a credit against the Homeowner's payment of Assessments.

Section 19. Greater Sun City Center Beautification Corporation. The Property is subject to the Master Beautification Declaration for Greater Sun City Center as amended from time to time and recorded in the public records of Hillsborough County, Florida ("Master Beautification Declaration"). Accordingly, each Lot is subject to the terms and provisions of the Master Beautification Declaration and each Homeowner by virtue of his acceptance of a deed or other instrument of conveyance of his Lot shall become a member of the Greater Sun City Center Beautification Corporation, a Florida not-for-profit corporation, hereinafter referred to as the "Master Beautification Association." The President of the Association shall be the designated representative of all Homeowners in their role as members of the Master Beautification Association.

The principal purpose of the Master Beautification Association shall be to undertake the maintenance of landscaping and other beautification features of the medians and rights of way along Sun City Center Boulevard at a level higher than would otherwise be achieved by county, state or other governmental bodies as are described in the Master Beautification Declaration. The board of directors of the Master Beautification Association shall determine the budget required to accomplish such projects, collect the funds necessary to fund the Association's obligations and determine when such assessments are due. If the Association levies an assessment against each Homeowner on the basis of their membership in the Master Beautification Association, then the sums due and owing from each Homeowner shall be secured by a lien upon the Lot of each of the respective Homeowner members, and said lien is subject to being foreclosed in the same manner as mortgages are foreclosed in the State of Florida. The amount secured by such lien shall include all costs as well as court costs and reasonable attorneys' fees incurred to collect such sum, whether in or out of court, as well as the amount of unpaid assessment applicable thereto and interest thereon. The Master Beautification Declaration may be amended to institute additional mechanisms for funding the Master Beautification Association budget.

Section 20. Renaissance Maintenance Association, Inc. The Property is and shall be subject to the terms and conditions of that certain Maintenance Declaration of Covenants, Conditions and Restrictions for Renaissance as recorded in the public records of Hillsborough County, Florida

("Renaissance Maintenance Declaration"). Accordingly, each Lot is subject to the terms and provisions of the Renaissance Maintenance Declaration, and each Homeowner, by virtue of his acceptance of a deed or other instrument of conveyance of his Lot, shall become a member of the Renaissance Maintenance Association, Inc., a Florida not-for-profit corporation, hereinafter referred to as the "Renaissance Maintenance Association." The Renaissance Maintenance Association, pursuant to the Renaissance Maintenance Declaration, is responsible for the maintenance, repair, replacement and/or reconstruction obligations of certain areas and facilities contained within the overall Renaissance development area.

The principal purposes of the Renaissance Maintenance Association shall be to (a) undertake the maintenance of landscaping and other beautification features of the medians, rights-of-way and other described lands lying along Pebble Beach Boulevard South and within the other roadways serving the various portions of the overall Renaissance development area at a level higher than would otherwise be achieved by county, state or other governmental bodies, (b) provide for street lighting in the overall Renaissance development area pursuant to contract or other agreement, (c) maintain lakes and water bodies and drainage facilities, pipes and lines contained within the overall Renaissance development area, as same are described in the Renaissance Maintenance Declaration or otherwise described on plats of the various lands contained within the overall Renaissance development area, and (d) all other matters as contemplated under the Renaissance Maintenance Declaration. The board of directors of the Renaissance Maintenance Association shall determine the budget required to accomplish such projects, collect the funds necessary to fund the Renaissance Maintenance Association's obligations, and determine when such assessments are due. If the Renaissance Maintenance Association levies an assessment against each Homeowner on the basis of their membership in the Renaissance Maintenance Association, then the sums due and owing from each Homeowner shall be secured by a lien upon the Lot of each of the respective Homeowner members, and said lien is subject to being foreclosed in the same manner as mortgages are foreclosed in the State of Florida. The amount secured by such lien shall include all costs as well as court costs and reasonable attorneys' fees incurred to collect such sum, whether in or out of court, as well as the amount of unpaid assessment applicable thereto and interest thereon.

Section 21. Additional Master Association. In the event the Association, or its members, become members of a master community association, master association, or umbrella association ("Master Association") in addition to the Master Beautification Association and/or the Renaissance Maintenance Association, or as is otherwise described herein, then and in that event the Association shall have the power to:

- (a) levy and collect on its own behalf as part of the General Assessment an amount equal to the amount levied upon the Association by the Master Association; or

- (b) collect on behalf of the Master Association as part of the General Assessment or as a separate charge an amount equal to the amount levied upon the Association's Members by the Master Association.

Section 22. Fines. The Association shall have the power, but not the duty, to impose fines against a Homeowner 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 the Act. The maximum fine to be levied against a Homeowner shall not exceed the lesser of \$100.00 per violation or the maximum amount permitted under the Act. A fine may also be levied against a Homeowner for violations committed by any tenant, guest, licensee or invitee of such Homeowner. Additional provisions pertaining to fines may be contained in the By-Laws for purposes of amplification.

Article IX: Membership in Community Association

Section 1. Membership. Each Resident of a Dwelling (not exceeding two (2) Residents, unless otherwise provided by the board of directors of the Community Association) which is subject to assessment pursuant to Section 2 of this Article is hereby declared to be a Community Association Member. Community Association membership is appurtenant to and shall not be separated from a Lot. Each Homeowner, by acceptance of a deed or other conveyance of the Lot thereby, whether this Declaration or such mention is made a part of, incorporated by reference in, or expressed in such deed or conveyance, subjects his Lot to all of the obligations, burdens and benefits of this Article and thereby subjects said Lot and the Community Association Members connected with such Lot to all rules, regulations and authorities of the Community Association and its articles of incorporation and by-laws.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Homeowner (excluding Developer, its affiliates, the Association and the Community Association), by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed or other conveyance for a Lot, hereby covenants and agrees and shall be deemed to covenant and agree, personally and unconditionally, and if there is more than one Homeowner of such Lot, jointly and severally, to pay to the Community Association such assessments as are levied by the Community Association. Such assessments, together with interest thereon and the cost of collection, if any, as provided in the articles of incorporation and by-laws of the Community Association, shall be a charge and a continuing lien upon the Lot against which such assessment is made and upon the membership(s) appurtenant thereto. Each such assessment, together with such interest and costs thereon, shall also be a personal obligation of the Homeowner who was the Homeowner of such Lot at the time when the same fell due.

Section 3. Non-Payment of Assessments.

(a) Any assessment or installment thereof levied by the Community Association which is not paid when due shall be delinquent. In the event of a delinquent installment of any such assessment, the board of directors of the Community Association may, upon ten (10) days' notice to the Homeowner, accelerate the maturity of all remaining installments due with respect to the then current budget year.

The Community Association shall have a lien for unpaid assessments, together with interest thereon, against such Lot and on all tangible personal property located within the Lot, subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Community Association incidental to the collection of such assessments, or the enforcement of such lien, together with all sums advanced and paid by the Community Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Community Association in order to preserve and protect its lien, shall be payable by the Homeowner of the Lot and secured by such lien. The Community Association may take such action as it deems necessary to collect such assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if deemed in its best interest. The Community Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid all sums due as provided herein, covered by the lien enforced.

(b) Whenever a person acquires title to a Lot through foreclosure of a First Mortgage or deed in lieu of foreclosure of a First Mortgage, he shall not be liable for the assessments levied by the Community Association with respect to such Lot or chargeable to the former Homeowner of such Lot, if (0) said assessments became due prior to acquisition of title as a result of the foreclosure or the acceptance of a deed in lieu of foreclosure of a first mortgage, and (i) such assessments are not secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Said unpaid assessments shall be deemed to be an expense of the Community Association collectible from assessments levied by the Community Association. Notwithstanding the foregoing, such sale or transfer shall not relieve the Lot and the acquirer, his successors and assigns from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessment.

(c) Any person who acquires an interest in a Lot, except through foreclosure of a First Mortgage, or acceptance of a deed in lieu of foreclosure of a First Mortgage, as specifically provided hereinabove, including, without limitation, persons acquiring title by operation of law (including purchasers at judicial sales), shall be liable for the payment of any unpaid assessments due and owing by the former Homeowner(s) of such Lot. The Community Association may assign its claim and lien rights for the recovery of any unpaid assessments to any Homeowner or Homeowners of Lots, or to any third party.

(d) Any and all rights and remedies provided herein may be exercised at any time and from time to time, cumulatively or otherwise. The Community Association's rights and remedies may be waived only by written authority of the Community Association's board of directors, and any such waiver shall not constitute a continuing waiver or be renewed or extended without such written authority.

Section 4. Binding Effect. Notwithstanding anything in this Declaration to the contrary, the covenants, conditions and restrictions set forth in this Article shall run with and bind the Property and any additional property submitted to this Declaration and shall inure to the benefit of and be enforceable by the Community Association and/or the Homeowner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years unless, prior to the end of such thirty (30) year period or the ten (10) year period then in effect, as the case may be, there shall be recorded in the public records of Hillsborough County, Florida: (i) an instrument modifying or abolishing any of the provisions hereof signed by the then Homeowners and their mortgagees representing seventy-five percent (75%) or more of the Units which are subject to the provisions of this Declaration; and (ii) a certification by the Association to the adoption by the Board of resolutions recommending such modification or abolition to the Community Association Members.

Section 5. Amendment. Notwithstanding anything herein to the contrary, this Article may only be amended by recording of an instrument, executed by the President and attested to by the Secretary of the Community Association, indicating that seventy-five percent (75%) of the votes of all Community Association Members approved such amendment. No amendment shall be effective unless: (i) so long as the Developer is still in title to any part of the Property, the Developer shall join therein; and (ii) written notice of the amendment is sent to every Community Association Member, Homeowner and mortgagee appearing in the records of the Community Association, at least ninety (90) days in advance of any action taken. In addition, no amendment shall be effective if the effect of the amendment would be either to unreasonably deprive Homeowners of their rights and interests in the Community Association or to impose a substantially greater economic burden upon individual Homeowners, unless such amendment is executed by or consented to by all the Homeowners.

Section 6. Special Amendments. Anything herein to the contrary notwithstanding, the Developer 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 this Article: (i) to comply with requirements 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 Lots; (iii) to correct clerical or typographical errors in this Article; (iv) to bring this Article into compliance with applicable laws, ordinances or governmental regulations; (v) to bring this Article into compliance with that certain agreement, as amended from time to time, between Sunmark Communities Corp. (which was succeeded by Sun City Center Corp., which became known as Florida Design Communities, Inc. and is now known as WCI Communities, Inc.), and the Community Association, which agreement has an effective

date of January 26, 1984; or (vi) to minimize any federal or state income tax liability of the Community Association. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer to make or consent to a Special Amendment on behalf of each Homeowner and the Community Association. Each deed, Mortgage, trust deed, other evidence of obligation, or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Developer to make, execute and record Special Amendments. The right and power of Developer to make Special Amendments hereunder shall terminate on December 31, 2006 or on the date of the conveyance of all Lots in the Neighborhood by the Developer to third parties, whichever occurs last.

Article X: Miscellaneous Provisions Respecting Mortgages

The following provisions are intended for the benefit of a First Mortgagee and to the extent, if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

Section 1. Notices of Overdue Assessments; Foreclosure. Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded First Mortgage on a Lot ("Insurer or Guarantor") and the Lot number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of such Lot owner's obligations under this Declaration which is not cured within sixty (60) days. Any First Mortgagee of a Lot who comes into possession of the said Lot pursuant to the remedies provided in the Mortgage, foreclosure or a deed in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Lot which become due prior to (i) the date of the transfer of title, or (ii) the date on which the holder comes into possession of the Lot, whichever occurs first.

Section 2 Rights of First Mortgagees, Insurers and Guarantors. Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

- (a) to examine current copies of this Declaration, the By-Laws, all rules and regulations, and the books and records of the Association during normal business hours;
- (b) to receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Homeowners 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;
- (c) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

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

(e) to receive written notice of any lapse, cancellation or modification of an insurance policy or fidelity bond maintained by the Association; and

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

Section 3. Distribution of Proceeds. No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Property or the Lots therein shall be deemed to give a Homeowner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Homeowners of insurance proceeds or condemnation awards for losses to or a taking of the Lots, and/or the Common Property, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Lots affected shall be entitled, upon specific written request, to timely written notice of any such loss.

Section 4. Fannie Mae Requirements. Unless the First Mortgagees on the individual Lots which represent at least fifty-one percent (51%) of the votes of Lots that are subject to First Mortgages and sixty-seven percent (67%) of the total allocated votes of Class A and Class B members have given their approval, neither the Association nor the Homeowners shall be entitled to:

(a) amend this Declaration, the Articles of Incorporation or the By-Laws concerning:

(i) voting rights,

(ii) increases in assessments that raise the previous assessment by more than twenty-five percent (25%), assessment liens or the priority of assessment liens;

(iii) reductions in reserves for maintenance, repair and replacement of the Common Properties;

(iv) hazard or fidelity insurance requirements;

(v) rights to use of the Common Properties;

(vi) responsibility for maintenance and repair of the Property;

(vii) boundaries of any Lot;

(viii) convertibility of Lots into Common Properties or of Common Properties into Lots;

(ix) leasing of Lots;

(x) imposition of any right of first refusal or similar restriction on the right of a Homeowner to sell, transfer, or otherwise convey his or her Lot;

(xi) any provisions which expressly benefit First Mortgagees, Insurers or Guarantors;

(b) terminate professional management of the Neighborhood and establish self-management thereof where professional management had been previously required by a First Mortgagee;

(c) restore or repair the Neighborhood (after hazard damage or a partial condemnation) in a manner other than specified in this Declaration; or

(d) take any action to terminate the legal status of the Neighborhood after substantial destruction or condemnation thereof.

Section 5. Termination of the Legal Status of the Neighborhood. Unless the First Mortgagees of the individual Lots representing at least sixty-seven percent (67%) of the votes in the Association have given their prior written approval, neither the Association nor the Homeowners shall be entitled to terminate the legal status of the Neighborhood for reasons other than substantial destruction or condemnation thereof.

Section 6. Notice of Damage, Destruction or Condemnation. Upon specific written request to the Association, each First Mortgagee, Insurer or Guarantor of a Lot shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Property if such damage or destruction or taking exceeds Twenty Thousand Dollars (\$20,000.00). If damages shall occur to such Lot in excess of Five Thousand Dollars (\$5,000.00), notice of such event shall also be given.

Section 7. Condemnation; Priority of Awards. If any Lot, Unit thereon or portion thereof or the Common Property or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of said Lot 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 Homeowner of such Lot or other party to priority over such First Mortgagee with respect to the distribution to such Lot of the proceeds of any award or settlement.

Article XI: Damage, Destruction. Condemnation and Restoration of Improvements

Section 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 Reserve Fund, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken

and the insurance proceeds and, if necessary, the Reserve Fund shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within one hundred eighty (180) days after said damage or destruction, the Homeowners shall elect to withdraw the Property from the provisions of this Declaration, or if the insurance proceeds and the Reserve Fund are insufficient to reconstruct the damaged or destroyed improvements to the Common Property and the Homeowners and all other parties in interest do not voluntarily make provision for reconstruction within one hundred eighty (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 net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Homeowners, after first paying from the share of each Homeowner the amount of any unpaid liens on his Lot, in the order of the priority of such liens.

Section 2. Withdrawal of Property From Declaration. In the case of damage or other destruction, upon the unanimous affirmative vote of the Homeowners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from this Declaration. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Homeowners, shall be on an equitable basis. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Property shall be allocated to the Homeowners on the basis of an equal share for each Lot. Upon the withdrawal of any Lot or portion thereof, the responsibility for the payment of assessments on such Lot or portion thereof by the Homeowner shall cease.

Section 3. Eminent Domain. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portion so taken from the provisions of this Declaration may be made by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Homeowner shall be on an equitable basis. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Property shall be allocated to the Homeowners on the basis of an equal share for each Lot. Upon the withdrawal of any Lot or portion thereof, the responsibility for the payment of assessments on such Lot or portion thereof by the Homeowner shall cease. The Association shall represent the Homeowners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Property or any part thereof. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Homeowners on the basis of an equal share for each Lot, after first paying from the share of each Homeowner the amount of any unpaid liens on his Lot, in the order of the priority of such liens.

Article XII: Termination of the Neighborhood

At a meeting called for such purpose and attended by all Homeowners, the Homeowners, by affirmative vote of one hundred percent (100%) of the Homeowners, may elect to terminate the legal status of the Neighborhood and sell the Common Property as a whole. Within ten (10)

days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to all First Mortgagees, Insurers and Guarantors entitled to notice under Article IX of this Declaration. Such action shall be binding upon all Homeowners, and it shall thereupon become the duty of every Homeowner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to effect such termination and sale. The Association shall represent the Homeowners in any negotiations, settlements and agreements in connection with termination of the Neighborhood and sale of the Common Property, and any proceeds obtained therefrom shall be first used to pay all expenses and outstanding obligations of the Association and the remainder, if any, shall be divided among all Homeowners on the basis of an equal share for each Lot. Notwithstanding any provision to the contrary, the termination of the legal status of the Neighborhood shall in no manner impact each Homeowner's membership in and obligations due to the Neighborhood Association and the Master Beautification Association.

Article XIII: Operation

The provisions of this Declaration are self-executing and will run with the land and be binding upon all persons having any right, title, or interest therein, or any part, their respective heirs, successors, and assigns.

Article XIV: General Provisions

Section 1. Enforcement. Unless expressly provided otherwise, the Association, or any Homeowner, 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 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' fees for all trial and appellate proceedings, if any. If the Association is the losing party against any Homeowner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party and those incurred by the Association itself, may be assessed against such Homeowner's Lot, as provided in Article VIII of this Declaration. Failure by the Association or by any Homeowner to enforce any covenant, restriction, rule, or regulation will not constitute a waiver of the right to do so at any time.

Section 2. Amendment. Subject to the provisions of Article X of this Declaration and as may be otherwise provided herein, Developer 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 Developer shall transfer control of the Association to the non-Developer Members pursuant to applicable Florida law. Subject to the provisions of Article X of this Declaration and as may be otherwise provided herein, commencing on the date that Developer transfers control of the Association to the non Developer Members, this Declaration may be amended, rescinded, or terminated: (i) on or before January 1, 2007, by an instrument executed

by the Association with the formalities from time to time required of a deed evidencing approval of the amendment by not less than ninety percent (90%) of all Homeowners eligible to cast votes, which votes shall have been cast at a meeting of the Members of the Association duly called and noticed in accordance with the By-Laws; and, (ii) thereafter by an instrument by an instrument executed by the Association with the formalities from time to time required of a deed evidencing approval of the amendment by not less than sixty-seven percent (67%) of all Homeowners eligible to cast votes, which votes shall have been cast at a meeting of the Members of the Association duly called and noticed in accordance with the By-Laws. No amendment is effective until recorded, and the Association's proper execution will entitle it to public record, notwithstanding the informal execution by the requisite percentage of Homeowners. Notwithstanding the foregoing, no instrument of amendment, rescission or termination shall be effective while there are Class B memberships unless one hundred percent (100%) of the Class B members shall approve and join in such instrument. For purposes of this Section, a Lot shall be considered conveyed when the deed is duly recorded.

Section 3. Special Amendment. Anything herein to the contrary notwithstanding, and subject to the requirement of First Mortgagee approval set forth in Article X of this Declaration where applicable, Developer 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 this Declaration and any provision therein: (i) to comply with requirements 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 Lots; (iii) to correct clerical or typographical errors in this Declaration; (iv) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations, or (v) to minimize any federal or state income tax liability of the Association. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Homeowner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The right and power of Developer to make Special Amendments hereunder shall terminate on December 31, 2008, or on the date of the conveyance of all Lots in the Neighborhood by the Developer to third parties, whichever occurs last.

Section 4. Age Restrictions Amendment. In order to preserve the retirement nature of the Neighborhood 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, the Developer, as long as it owns

any interest in a Lot in the Neighborhood, shall have the power to amend, from time to time, the Community Age Restriction set forth in Article III, Section 4(a)(ii) of this Declaration, unilaterally and without the consent of the Homeowners or any other party, and thereafter by the Board of Directors by majority vote of the members thereof. The Community Age Restriction set forth in Article III, Section 4(a)(ii) of this Declaration may only be modified or rescinded by consent of one hundred percent (100%) of the Homeowners.

Section 5. Additions to the Property.

(a) Additional land may be made subject to all the terms hereof and brought within the jurisdiction and control of the Association in the manner specified in this Section, provided such is done within forty (40) years from the date this Declaration is recorded. Notwithstanding the foregoing, however, under no circumstances shall Developer 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 owned by Developer or any other person or party whomsoever, other than within the Property, shall in any way be affected by or become subject to this Declaration. All additional land which, pursuant to this Section, is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Property" as used in this Declaration. Notwithstanding anything contained in this Section, Developer 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 Association.

(b) Procedure for Making Additions to the Property. Additions to the Property may be made by the following procedure:

(i) Developer shall have the right from time to time, in its discretion and without need for consent or approval by either the Association, any Homeowner, Resident or other Person to make additional land owned by Developer subject to the scheme of this Declaration and to bring such land within the jurisdiction and control of the Association; provided, however, in the event any portion of such additional land is encumbered by one or more mortgages, Developer must obtain the consent and approval of each holder of such mortgage(s).

(ii) The addition shall be accomplished by Developer filing of record in the public records a supplement to this Declaration with respect to the additional land extending the terms of the covenants and restrictions of this Declaration to such land as specifically and legally described. Such supplement need only be executed by Developer and shall be accompanied by the consent(s) and joinder(s) of any holder(s) of mortgage(s) on such additional land. No joinder or consent of the Association, any Homeowner, Resident or other person shall be required. 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 additional provisions and/or modifications revoke, modify, or add to the covenants and restrictions established by this Declaration as such affect the land described in the original Exhibit A or added by a previous supplement

Nothing contained in this section shall obligate Developer to make

(iii) additions to the Property.

Section 6. Rights of Mortgagees. Any First Mortgagee has the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association.

(b) Copies. Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request.

(c) Financial Statements. Upon written request to the secretary of the Association, to receive copies of the annual financial statements of the Association; provided, however, the Association may make a reasonable charge to defray its costs incurred in providing such copies.

(d) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

By written notice to the secretary of the Association, and upon payment to the Association of any reasonable annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee also is entitled to receive any notice that is required to be given to the Class A Members of this Association under any provision of this Declaration or the Articles of Incorporation or By-Laws.

Section 7. 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 reform any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Neighborhood.

Section 8. Joinder. Should title to any lot in the Neighborhood have been conveyed by Developer prior to the recording of this Declaration, such Homeowners of Lots by their signature to a Joinder shall be deemed to have joined with the Homeowner in the recording of this Declaration and shall have subordinated their right, title and interest in the Lot to the terms

hereof and declare that their property shall be subject to this Declaration as fully as if title had been taken by them subsequent to the recording hereof.

Section 9. Covenant Running with the Property. Except as otherwise provided herein, the covenants, conditions 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 of Directors and the Homeowners, their heirs, successors and assigns, for a term of thirty (30) years after the date this Declaration is recorded in the public records of Hillsborough County, Florida, and shall be automatically renewed for successive periods of ten (10) years, unless the Homeowners, upon the affirmative vote of the holders of seventy percent (70%) of the voting interests decide within six (6) months of such renewal date, not to renew this Declaration, and a certificate executed by the president or the vice-president and secretary of the Association certifying to such vote is recorded in the public records of Hillsborough County, Florida.

Section 10. Amendment Pertaining to Surface Water Management System. Notwithstanding any provisions to the contrary contained in this Declaration, any amendment which will affect the surface water management system, including the management portion of the Common Property, serving the Neighborhood, must have the prior written approval of the Southwest Florida Water Management District in order to be effective and binding.

Section 11. Hillsborough County Capacity Assessment Unit Program. Subsequent to conveyance of title to a Lot from Developer to the initial Homeowner, Hillsborough County, pursuant to its capacity assessment unit program, shall levy against such Homeowner and such Homeowner's successors in interest special assessments pertaining to the maintenance of water and sewer infrastructure serving the Neighborhood. Each Homeowner, by virtue of taking title to a Lot, acknowledges that the Lot is subject to such program, and that collection and payment of such special assessment shall be through the ad valorem real property tax bill issued by the Hillsborough County Tax Collector.

Section 12. Peoples Gas. Each Homeowner, by virtue of taking title to a Lot, acknowledges and agrees that Developer, or Developer's affiliate or subsidiary entities, has entered into a Developer Agreement (Natural Gas) (the "Developer Agreement") with Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, a natural gas provider. The Developer Agreement provides for Peoples Gas to install natural gas distribution systems in residential projects throughout Developer's or Developer's affiliate or subsidiary entities' residential projects in the State of Florida, including certain portions of Sun City Center and this Neighborhood. The Developer Agreement further provides for Peoples Gas to make certain energy conservation allowance payments to Developer or Developer's affiliate or subsidiary entities, as the case may be, in accordance with Peoples Gas' tariff approved by the Florida Public Service Commission for those residences qualifying under the conservation program.

Section 13. Proximity to Golf Course; Homeowner Acknowledgements and Agreements; Indemnification. Each Homeowner, by virtue of taking title to a Lot, hereby (a) acknowledges that the Lot may be located adjacent or close to a golf course and its facilities (the "Golf

Course"), (b) shall be deemed to have stated and acknowledged that owning or occupying property adjacent or close to a golf course, as in the case of the Lot, if applicable, involves certain risks which may affect the use and enjoyment of the Lot and its improvements; (c) acknowledges that such risks may include, but are not limited to, golf balls being hit onto the Homeowner's Lot and affecting the Homeowner's Unit, if any, with the potential of causing bodily injury or damage to person or property; (d) acknowledges that herbicides, pesticides, and other chemicals may be used from time to time on the Golf Course for its care and maintenance; (e) expressly assumes such risks and agrees that neither Developer nor any entity designing, constructing, owning or managing the Golf Course will be liable to the Homeowner or any invitee, tenants, licensees, guests, or family of the Homeowner 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 Lot and Unit to the Golf Course and its operation as such (this release of liability will apply, without limitation, to any such claim arising in whole or in part from the negligence of Developer or any other entity designing, constructing, managing or owning the Golf Course); and (f) agrees to indemnify and hold harmless Developer and any other entity designing, constructing, managing or owning the Golf Course against all claims by Homeowner's invitees, licensees, guests or family with respect to any claims above described. Nothing in this paragraph shall be deemed to restrict or limit the right of Developer or any entity owning or managing the Golf Course to change the design and layout of the Golf Course, size and elevation of buildings and trees, bunkers, fairways, greens, and water bodies, from time to time, and such changes, if any, will not nullify, restrict or impair Homeowner's covenants and obligations stated herein. Any such changes may diminish, obstruct or impair any view from a particular Unit or Lot, and any express or implied easements for view purposes or for the passage of light or air are hereby disclaimed. Each Homeowner acknowledges that such Homeowner's covenants contained in this paragraph are a material consideration to Developer in conveying the Lot and the Unit to the Homeowner and have been required by Developer as a condition of the sale of the Lot and Unit by Developer to the Homeowner. The provisions of this paragraph will inure to the benefit of Developer, its successors and assigns, and any entity designing, constructing, owning or managing the Golf Course, and their respective successors and assigns.

Section 14. Club Renaissance. Each Lot is subject to the terms and conditions of that certain Declaration of Recreational Use Pertaining to Club Renaissance as has been or shall be recorded in the public records of Hillsborough County, Florida ("Club Renaissance Declaration"), which pertains to recreational amenities available for use by Neighborhood residents, as well as by certain other Sun City Center residents, commonly known as Club Renaissance. Club Renaissance is not subject to this Declaration Club Renaissance is located in close proximity to the Property. The facilities of Club Renaissance shall be owned by Developer or some other entity. Every Homeowner will be a member of

Club Renaissance, will be obligated to pay for the usage of the Club Renaissance facilities and will be permitted to utilize the Club Renaissance facilities, all in accordance with the provisions of the Club Renaissance Declaration. It should be noted that Developer has the right, in its sole

discretion, to permit individuals other than Neighborhood owners and residents to utilize Club Renaissance, as provided further in the Club Renaissance Declaration. Membership in the Association does not include any rights of use of Club Renaissance. The use of Club Renaissance may result in an increase in the number of persons using the roads which provide access to and from the Neighborhood. Developer 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 Club Renaissance and its facilities and amenities. The owner of Club Renaissance shall have the right to provide from time to time rules and regulations governing the use and operation of Club Renaissance.

Section 15. Future Deeds of Conveyance. Each Owner, by virtue of taking title to a Lot, hereby agrees that the deed of conveyance of the Lot to a third party shall specifically state that the Lot is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Lots.

Section 16. Resolution of Disputes. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

June 6, 2005

VERSAILLES III PROPERTY OWNERS' ASSOCIATION, INC. 2020 CLUBHOUSE DRIVE SUN CITY CENTER, FL 33573

The Articles of Incorporation for VERSAILLES III PROPERTY OWNERS' ASSOCIATION, INC. were filed on June 3, 2005, and assigned document number N05000005767. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H05000139250.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Claretha Golden Document Specialist New Filings Section Division of Corporations

ARTICLES OF INCORPORATION
VERSAILLES III PROPERTY OWNERS' 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 VERSAILLES IN PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association"), and its initial office for the transaction of its affairs shall be 2020 Clubhouse Drive, Sun City Center, Florida 33573, and the initial Registered Agent is Vivien N. Hastings.

ARTICLE II: PURPOSES

This 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 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 Association in furtherance of one or more of its purposes. The general purpose of this Association is to promote the common interests of the property owners in Versailles III (hereinafter referred to as the "Neighborhood"), and the specific purpose is to perform the functions of the Association contemplated in the Declaration of Covenants and Restrictions for the Neighborhood recorded in the Public Records of Hillsborough 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 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) To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- (d) by the Declaration; and

Maintain, repair and replace Common Properties as contemplated

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

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

A. Eligibility. Every person, whether an individual, corporation or other entity, who is the record owner of a Lot that is subject to assessment pursuant to the Declaration shall become a Member of the Association upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person, each such person shall be a Member. A Homeowner of more than one Lot is entitled to membership for each Lot owned. No person other than a

Homeowner may be a Member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by a Homeowner who is a contract seller to such Homeowner's vendee in possession.

If more than one person owns a fee 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 a certificate with the secretary of the Association naming the voting co-owner entitled to vote at such meeting, unless such co-owners have filed a general voting certificate with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, no separate certificate shall be necessary if title to any Lot is held in a tenancy by the entireties, and in such event either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing by such co-tenants by the entireties.

B. Classes of Membership and Voting: Transfer of Control. The Association shall have two classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A Members shall be all persons owning record title to the Lots of the Neighborhood ("Homeowners") except the Developer. All Class B memberships shall belong to the Developer. Upon termination of Class B membership as provided below, Class A Members shall be all Homeowners, including the Developer so long as such Developer is a Homeowner. Subject to the provisions of Section A of this Article, Members, Class A or Class B, are entitled to cast one vote for each Lot owned. There shall be no cumulative voting for Directors or any other matters.

The Class B membership will terminate and convert automatically to Class A membership, and transfer of control of the Association for the Members other than the Developer shall occur, upon the happening of any of the following, whichever occurs first:

(a) Three (3) months after ninety percent (90%) of the Lots in all portions of the Neighborhood which are or may be ultimately subject to governance by the Association have been conveyed to thirty-party Homeowners;

(b) Upon conveyances of the requisite percentage of lots which triggers the transfer of control of the Association, as such percentage is mandated by applicable Federal Housing Administration, Federal National Mortgage Administration, Government National

Mortgage Association, Department of Housing and Urban Development, Federal Home Loan Mortgage Corporation or Veterans Administration provision related to mortgage financing;

or

(c) When the Developer 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 Hillsborough 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 residence of the Incorporator to these Articles of Incorporation is the following:

Robert S. Freedman Carlton Fields, P.A. Corporate Center Three at International Plaza
4221 W. Boy Scout Boulevard Tampa, Florida 33607-5736

ARTICLE VI: MANAGEMENT

The affairs of the Corporation shall be managed by its Board of Directors, which shall consist of not less than three (3) nor more than seven (7) individuals, the precise number to be fixed in the By-Laws or by the Board of Directors from time to time. Except as may be otherwise provided in the By-Laws, 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 of the Association, and shall hold Office until their respective successors are duly elected and qualified. The Board shall elect a President, a Vice President, and a Secretary-Treasurer of the 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 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 Association except with respect to those who are elected by the Class B members. Any individual may hold two (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 Association. Vacancies occurring on the Board and among the officers shall be filled in the manner prescribed by the By-Laws of the Association.

Notwithstanding the foregoing, the Class B members shall have the right to elect all Directors as long as there shall be Class B membership, except that such Class B members, in their sole discretion, may voluntarily consent to the election of one director by the Class A Members after fifty percent (50%) of the Lots in the Neighborhood 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:

ARTICLE VIIT: INITIAL BOARD OF DIRECTORS

The number of persons constituting the initial Board of Directors of the 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:

R.C. Beyer, Jr. 2020 Clubhouse Drive Sun City Center, Florida 33573

Gary Nelson 2020 Clubhouse Drive Sun City Center, Florida 33573

Sylvia Keith 2020 Clubhouse Drive Sun City Center, Florida 33573

ARTICLE IX: BY-LAWS

The By-Laws of the 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 only in accordance with amendment provisions contained in the By-Laws.

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 affected 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 the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class.

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

Notwithstanding anything herein to the contrary, no amendment to these Articles of Incorporation shall be valid which:

(a) affects any of the rights and privileges provided to the Developer without the written consent of the Developer as long as the Developer shall own any lots in the Neighborhood; and

(b) constitutes a material change, without the prior written approval of the First Mortgagees of the Lots representing at least fifty-one percent (51%) of the votes of Lots that are subject to First Mortgages and sixty-seven percent (67%) of the Class A and Class B members. For the purposes of this article, a material change to these Articles of Incorporation

shall be deemed any change concerning:

(1) voting rights;

(2) increases in assessments that raise the previous assessment by more than twenty-five percent (25%), assessment liens, or subordination of assessment liens; Common Properties;

(3) reductions in reserves for maintenance, repair and replacement of

(4) responsibility for maintenance and repairs;

(5) reallocation of interest in the general or limited Common Properties, or rights to their use;

(6) boundaries of any Lot;

(7) convertibility of Lots into Common Properties or vice versa;

(8) hazard or fidelity requirements;

(9) leasing of Lots;

(10) his or her Unit or Lot; or imposition of any restrictions on an Owner's right to sell or transfer

(11) any provisions which expressly benefit First Mortgagees, Insurers or Guarantors.

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 Association is:

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

The foregoing instrument was acknowledged before me this 3rd day of May, 2005, 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.

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for VERSAILLES III PROPERTY OWNERS' 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.

**EXHIBIT "C" TO DECLARATION OF COVENANTS AND RESTRICTIONS
BY-LAWS
D OF
VERSAILLES III PROPERTY OWNERS' ASSOCIATION, INC.
(A Corporation Not for Profit)**

ARTICLE I - Name and Location

The name of the corporation is VERSAILLES IN PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association"), and its initial office for the transaction of its affairs shall be 2020 Clubhouse Drive, Sun City Center, Florida 33573. 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 Declaration of Covenants and Restrictions for Versailles III ("Declaration").

ARTICLE III - Meeting of Members

Section 1. **Annual Meetings.** All annual and special meetings of the Association shall be held in Hillsborough 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 Association shall be held in the fourth quarter of each fiscal year. Notice of the meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein ("Member of Record") not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Section 3. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these By-Laws, the Articles of Incorporation, or the Declaration may be called by the president, secretary, a majority of the Board, or by the Members having one-tenth (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 fourteen (14) nor more than thirty (30) days prior to the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein within the prescribed time or, in lieu of mailing, delivered by hand to the Members shall suffice. The Secretary shall execute an affidavit that the notice was delivered or mailed in compliance with this section and, once executed the affidavit shall be filed among the official records of the Association.

Section 5. Quorum. Members present in person or represented by proxy, entitled to cast at least one-third (1/3) of the votes of the membership of the 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 Association together with a request for approval or disapproval; and, the Members responding to the proposal ("Responding Members") hold at least one-third (1/3) of the votes of all Members of the 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 Association has two classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A members are all Homeowners except Developer. The Class B members shall be the Developer. Upon termination of Class B membership, as provided by the Declaration, Class A members are all Homeowners, including the Developer so long as such Developer is a Homeowner. Subject to the provisions of the following paragraph all Members, Class A or Class B, are entitled to cast one vote for each Lot

owned; but, as provided in the Association's Articles of Incorporation, the Class B members are entitled to elect the Association's directors until termination of Class B membership.

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 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 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.) (D

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

ARTICLE IV Directors

Section 1. Board of Directors. Until transfer of control of the Association from the Developer to the non-Developer owners, the affairs of the Association shall be managed by a Board of three (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 the Developer. There shall be at all times a minimum of three (3) directors.

Section 2.

Election of Directors.

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

(b) The election of directors to be elected by the Class A members shall be by ballot (unless dispensed by the unanimous vote consent of those Members eligible to vote in person or proxy) and shall be determined by a plurality of the Class A votes cast.

There shall be no cumulative voting.

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

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

(e) Notwithstanding the foregoing, the 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 fifty percent (50%) of the Lots have been conveyed to Class A members.

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

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

Section 4. Composition of the Board of Directors. In accordance with the Articles of Incorporation, the Board appointed and named in said Articles of Incorporation (and their successors appointed by the Developer) 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 Association to the non Developer 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 Association, and the remaining directors shall be elected for a term of office to end at the next subsequent annual meeting of the Members of the Association. Following the initial election of non-Developer Members, subsequent elections to the Board shall be for a two (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 Association so as to qualify each to become a director hereof.

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

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

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

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

Section 9. Meeting to Determine Rules and Regulations. Written notice of any meeting at which rules that regulate the use of Dwellings in the Association may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted to the Homeowners, and posted conspicuously on the Common Property or broadcast on closed circuit cable television, not less than 14 days before the meeting. A written notice concerning changes to the rules that regulate

the use of Dwellings in the Association must include a statement that changes to the rules regarding the use of Dwellings will be considered at the meeting.

Section 10. Special Meetings. Special meetings of the directors may be called by the president and must be called by the secretary at the written request of two-thirds (2/3) of the directors. Not less than three (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, and notice of the meeting shall be posted in a conspicuous place on the Common Property in accordance with Section 720.303(2), Florida Statutes.

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

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

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

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

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

Section 16. Presiding Officer and Secretary for Meetings. The presiding officer of the directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The secretary of the 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. un y

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Section 16. Compensation. No director shall receive compensation for any service he may render to the 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 Association in a capacity other than director.

Section 17. Committees. The Board may from time to time appoint such committees and delegate such duties and powers thereto as it may deem advisable.

Section 18. 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 19. 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 20. 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 Neighborhood or 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 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 Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of promulgated rules and regulations;

- (c) exercise for the Association all powers, duties and authority vested in or delegated to this 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 employ a manager, or such other independent contractors or employees as they deem necessary, and to prescribe their duties.

Section 21. 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 one fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed; as more fully provided in the Declaration, to: (1) fix the amount of the assessment against each Lot; 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 Board of (perform such other acts as may be required of a 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 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 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 the Developer may be officers of the 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 Association. Each officer shall serve until a qualified successor is elected by the Board. The Board, by a two-thirds (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 Association. He shall have all of the powers and duties that are usually vested in the office of president of an association, 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 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 Association and affix it to any instruments requiring a seal when duly signed. He shall keep the records of the Association including the membership book, except those of the treasurer unless the secretary is also the treasurer of the 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 Association including funds, securities and evidences of indebtedness. He shall keep the books of the 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 Association or preclude the contracting with an officer for management services.

ARTICLE VI Fiscal Management

Section 1. Depositories. All funds of the 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 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 Association by the president or by such other officer, officers, agent or agents as the Board may from time to time by resolution provide, and shall be entered into in accordance with the Act.

Section 3. Budget. The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the 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 Association certain assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due

shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) 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 Association may bring an action at law against the Homeowner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Homeowner may waive or otherwise escape liability for the assessments provided for herein.

Section 5. General Assessment. The Board shall adopt the General Assessment as provided for in the Declaration. The initial level of the General Assessment until changed by action of the Board shall be \$1,414.44 per Lot per year (payable in equal monthly installments of \$117.87). The adoption of these By-Laws is action of the Board to fix and establish the General Assessment at \$1,414.44 per Lot per year (payable in equal monthly installments of \$117.87) until the Board otherwise determines an amount for the General Assessment.

Section 6. Special Assessments. As contemplated by the Declaration, Special Assessments may be adopted by the Association to meet expenses which exceed the budget adopted by the Board of Directors.

Section 7. Specific Assessments. As contemplated by the Declaration, Specific Assessments may be adopted by the Association against a particular Homeowner for any and all accrued liquidated indebtedness of any Homeowner to the Association for which the Homeowner fails to pay when due and such default continues for 30 days after written notice.

Section 8. Financial Report. The Treasurer of the Association shall report the financial status of the Association to the Members 60 days following the end of the fiscal year in accordance with the financial reporting requirements of the Act.

Section 9. Fines. The Association shall have the power to suspend, for a reasonable period of time, the rights of a 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 the Act for activities which violate the provisions of the Declaration, these By-Laws or any rules and regulations duly promulgated by the 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 Association. Such committee shall be appointed by the Board and shall not be composed of any officers, directors or employees of the 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 the members of such committee. Suspension of rights to use the Common Property shall not include any right to restrict vehicular and pedestrian ingress and egress to and from such

offending person's Lot. The voting rights of a member may not be suspended by the Association.

ARTICLE VII Amendments

Section 1. These By-Laws may be altered, amended, or rescinded by the affirmative vote of a majority of the members of the Board, and after notice to the Members, by the majority vote of Class A members, and the unanimous vote of the Class B members, present in person or by proxy at any regular or special meeting of the membership.

Section 2. Notwithstanding anything herein to the contrary, no amendment to the By-Laws shall be valid which:

(a) 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) makes any material change to these By-Laws without the prior written approval of the First Mortgagees of the Lots representing at least fifty-one percent (51%) of the votes of Lots that are subject to First Mortgages and sixty-seven percent (67%) of the total allocated votes of the Class A and Class B members. For purposes of this Article, a "material change" to these By-Laws shall be deemed any change concerning.

(1) Voting rights

(2) increases in assessments that raise the previous assessment by more than twenty-five percent (25%), assessment liens or the priority of assessment liens;

(3) reductions in reserves for maintenance, repair and replacement of the Common Properties;

(4) hazard or fidelity insurance requirements;

(5) rights to use of the Common Properties;

(6) responsibility for maintenance and repair of the Property;

(7) boundaries of any Lot;

(8) convertibility of Lots into Common Properties or of Common Properties into Lots;

(9) leasing of Lots;

(10) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Lot;

(11) the expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project;

(12) any provisions which expressly benefit First Mortgagees, Insurers or Guarantors as defined in the Declaration.

ARTICLE VIII Miscellaneous

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

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

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