

**This Instrument Prepared By:**  
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF TCN PARCEL 13**

This Declaration of Covenants, Conditions and Restrictions of TCN Parcel 13 is hereby made by **TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company**, whose mailing address is 100 East Linton Blvd., Suite 211B, Delray Beach, Florida 33483.

**WITNESSETH:**

Twin Creeks Development Associates, LLC is the owner in fee simple of the property described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"); and

Twin Creeks Development Associates, LLC for purposes of this Declaration will be the Declarant; and

Twin Creeks Development Associates, LLC intends, but shall not be required, to develop the Property as a residential community and to construct homes upon the property described in **Exhibit "A"**, provided that in any event such construction will be subject to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the property described in **Exhibit "A"** shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and plan of development for the same. Said covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the real property described in **Exhibit "A"**, and shall be binding upon all parties having and/or acquiring any right, title or interest in said property or any portion thereof, and shall inure to the benefit of each and every person or party, from time to time, owning or holding an interest in said Property.

**ARTICLE I**

**DEFINITIONS**

The following words and terms when used in this Declaration or any supplemental declaration hereto or any amendment thereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

- Section 1.       “ACC” shall have the meaning set forth in Article IX, Section 6 hereof.
- Section 2.       “AT&T” shall have the meaning set forth in Article XVI, Section 15 hereof.
- Section 3.       “Applicant” shall have the meaning set forth in Article IX, Section 4(a) hereof.
- Section 4.       “Approved Plans” shall have the meaning set forth in Article IX, Section 7 hereof.
- Section 5.       “Articles” shall mean and refer to the Articles of Incorporation of TCN Parcel 13 Homeowners’ Association, Inc., a not-for-profit Florida corporation, attached hereto as **Exhibit “B”**, and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.
- Section 6.       “Annual Assessments” or “Regular Assessments” shall have the meaning set forth in Article VI, Section 1 hereof.
- Section 7.       “Assessments” shall mean all Regular or Annual Assessments, Special Assessments and Individual Assessments described in Article VI hereof, the Recreational Lake Facility Association Assessments, and the Lagoon Association Assessments.
- Section 8.       “Association Documents” shall have the meaning set forth in Article XVII, Section 16 hereof.
- Section 9.       “Association” shall mean TCN Parcel 13 Homeowners’ Association, Inc., a not-for-profit Florida corporation, its successors and assigns.
- Section 10.      “Board” and “Board of Directors” shall mean the Board of Directors of the Association.
- Section 11.      “Builder” shall mean any person or entity that purchases more than one Lot from the Declarant for the purpose of constructing Homes on such Lots for sale to third party purchasers, including without limitation Lennar Homes, LLC, a Florida limited liability company.
- Section 12.      “Bylaws” shall mean the Bylaws of TCN Parcel 13 Homeowners’ Association, Inc., attached hereto as **Exhibit “C”** and all exhibits attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.
- Section 13.      “Capital Contribution” shall have the meaning set forth in Article VIII, Section 1 hereof.
- Section 14.      “CDD” or “District” shall mean the Twin Creeks North Community Development District.

Section 15. “Community” or “Parcel” means the community planned for development upon the Property or any property annexed as provided herein; the said Property being within St. Johns County, Florida.

Section 16. “Club” shall mean the Beachwalk Club, Inc., a Florida corporation to be formed to operate and own the Club Facilities. The term Club shall include the Club’s successors and assigns.

Section 17. “Club Declaration” shall mean that certain Declaration of Covenants, Conditions, and Restrictions for Beachwalk Club recorded in Official Records Book 4316, Page 1103 of the Public Records of the County, together with the exhibits attached thereto, as amended by the First Amendment to the Declaration of Maintenance Covenants, Conditions, and Restrictions for Beachwalk Club recorded in Official Records Book 4353, Page 827 of the Public Records of the County, and the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Beachwalk Club to be recorded in the Public Records of the County, and as may be further amended from time to time.

Section 18. “Club Documents” shall mean all of the membership materials, agreements and documents establishing and governing the Club, as amended by the Club from time to time and includes, without limitation, the Lagoon License Agreement (as defined in the Lagoon Covenants), the Club Declaration and the articles of incorporation, bylaws and rules and regulations of the Club.

Section 19. “Club Facilities” shall mean the improvements and facilities of the Club as described in the Club Documents, but specifically excluding the Lagoon Facility.

Section 20. “Club Member Assessments” shall have the meaning set forth in the Lagoon Covenants.

Section 21. “Club Property” shall have the meaning as set forth in the Lagoon Covenants.

Section 22. “Common Area” is the property owned by or dedicated to the Association for the common use and enjoyment of the Members and all improvements constructed thereon and such other property as determined by Declarant, in its sole and absolute discretion, which may include entrance features, recreational facilities, rights of way, street lighting, signage, landscape buffers, upland wetland buffers and open space or parks. Any property conveyed to the Association in accordance with this Declaration, including water management systems and wetlands, shall also become Common Area. Any easements granted to the Association in accordance with this Declaration, shall be deemed Common Area but used solely for the purpose which such easement is intended.

Section 23. “County” shall mean St. Johns County, Florida.

Section 24. “Declarant” or “Developer” shall mean TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company, or any successor of Declarant who may be assigned all or a part of the rights and obligations of Declarant

pursuant to a written assignment executed by Declarant and recorded among the Public Records of St. Johns County, Florida. If Declarant assigns only a portion of its rights and obligations as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the rights and obligations of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not have any of the rights and obligations of Declarant hereunder which were not specifically assigned to such assignee.

Section 25. “Declaration” shall mean this instrument, together with the Exhibits attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 26. “Design Guidelines” shall mean the design guidelines for the Community established by the Declarant until the control of the Association is turned over to Members other than the Declarant and thereafter by the Board of Directors.

Section 27. “Development Period” shall mean the period of time until the Declarant and the Builders have sold the last Lot within the Property or any property annexed to the Property and becoming a part of the Property as provided herein with a completed Home, to a third party purchaser other than a Builder.

Section 28. “FCC” shall have the meaning set forth in Article X, Section 15 hereof.

Section 29. “Home” shall mean a single family dwelling constructed upon and including a Lot.

Section 30. “Individual Assessments” shall have the meaning set forth in Article VI, Section 1 hereof.

Section 31. “Initiation Fee” shall have the meaning as set forth in the Lagoon Covenants.

Section 32. “Institutional First Mortgage” shall mean a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 33. “Institutional First Mortgagee” shall mean a bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Corporation or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

Section 34. “Insured Property” shall have the meaning set forth in Article XVI, Section 3(a) hereof.

Section 35. “Lagoon” shall mean the lagoon within the Lagoon Facility.

Section 36. “Lagoon Association” shall mean the Beachwalk Lagoon Association, Inc., a Florida corporation not for profit.

Section 37. “Lagoon Association Assessments” shall mean any expenses levied as assessments by the Lagoon Association with respect to the Community or any Lots within the Community, in accordance with the Lagoon Covenants, including without limitation, the Regular or Annual Assessments of the Lagoon Association, the Special Assessments of the Lagoon Association, and the Individual Assessments of the Lagoon Association, each as defined in the Lagoon Covenants.

Section 38. “Lagoon Covenants” shall mean the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Beachwalk Lagoon recorded in Official Records Book 4316, Page 803 of the Public Records of the County, together with the exhibits attached thereto, as amended by the First Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Beachwalk Lagoon recorded in Official Records Book 4353, Page 829 of the Public Records of the County, and the Second Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Beachwalk Lagoon to be recorded in the Public Records of the County, and as may be further amended from time to time.

Section 39. “Lagoon Association Documents” shall mean the Lagoon Covenants, the Articles of Incorporation of the Lagoon Association and the Bylaws of the Lagoon Association.

Section 40. “Lagoon Facility” shall have the meaning set forth in the Lagoon Covenants.

Section 41. “Listed Parties” shall have the meaning set forth in Article XVII, Section 17 hereof.

Section 42. “Lot” is a designated lot within the property described on any Plat of the Property (or any property annexed thereto and becoming a part of the Property) conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home.

Section 43. “Member” shall mean every person or entity who is a Member in the Association in accordance with Article III, Section 1.

Section 44. “Owner” or “Lot Owner” shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 45. “Parcel Surface Water or Stormwater Management System” shall mean a system to be constructed pursuant to the Permit, which system is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce

flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Section 62-330, F.A.C.

Section 46. “Permit” shall mean Permit No. 99121-5 issued for the Parcel Surface Water or Stormwater Management Systems by the St. John's River Water Management District.

Section 47. “Plat” is the plat or plats of the Property to be recorded in the Public Records of St. Johns County, Florida, as such plats may be amended from time to time. The term Plat shall also include any plats of property subsequently brought within the jurisdiction of the Association and subject to the terms of this Declaration by annexation.

Section 48. “Property” is the property described in Exhibit “A”, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

Section 49. “Recreational Lake Facility” shall have the meaning as set forth in the Recreational Lake Facility Covenants.

Section 50. “Recreational Lake Facility Association” shall mean the Twin Creeks Recreational Lake Facility Property Owners' Association, Inc., a Florida corporation not for profit.

Section 51. “Recreational Lake Facility Association Assessments” shall mean any expenses levied as assessments by the Recreational Lake Facility Association with respect to the Community, in accordance with the Recreational Lake Facility Covenants, including without limitation, the Regular or Annual Assessments of the Recreational Lake Facility Association, the Special Assessments of the Recreational Lake Facility Association and the Individual Assessments of the Recreational Lake Facility Association, each as defined in the Recreational Lake Facility Covenants.

Section 52. “Recreational Lake Facility Covenants” shall mean the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility recorded in Official Records Book 4219, Page 1093 of the Public Records of the County, together with all exhibits attached thereto, as amended by the First Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility recorded in Official Records Book 4223, Page 1498 of the Public Records of the County, the Second Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility recorded in Official Records Book 4303, Page 1929 of the Public Records of the County, the Third Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility recorded in Official Records Book 4407, Page 1980 of the Public Records of the County, and the Fourth Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility to be recorded in the Public Records of the County, and as may be further amended from time to time.

Section 53. “Recreational Lake Facility Documents” shall mean the Recreational Lake Facility Covenants and the Articles of Incorporation of the Recreational Lake Facility Association and the Bylaws of the Recreational Lake Facility Association.

Section 54. “Rules” are collectively the rules and regulations which the Board of Directors of the Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property and any improvements located thereon.

Section 55. “SJRWMD” shall mean and refer to the St. Johns River Florida Water Management District.

Section 56. “Special Assessments” shall have the meaning set forth in Article VI, Section 1 hereof.

Section 57. “TMSCA” shall have the meaning set forth in Article XVII, Section 20 hereof.

Section 58. “Vacant Lot” shall have the meaning set forth in Article XII, Section 2 hereof.

Section 59. “Voting Representative for the Lagoon Association” shall mean the Voting Representative of the Association who shall represent the Association’s interest with respect to the Lagoon Association pursuant to the terms of the Lagoon Association Documents, cast the votes allocated to the Association under the Lagoon Association Documents, and otherwise have the rights and responsibilities as set forth herein, in the Articles and/or the Bylaws.

Section 60. “Voting Representative for the Recreational Lake Facility Association” shall mean the Voting Representative of the Association who shall represent the Association’s interest with respect to the Recreational Lake Facility Association pursuant to the terms of the Recreational Lake Facility Documents, cast the votes allocated to the Association under the Recreational Lake Facility Documents and otherwise have the rights and responsibilities as set forth herein, in the Articles and/or the Bylaws.

Section 61. “Withdrawn Property” shall have the meaning set forth in Article II, Section 3(d) hereof.

The foregoing definitions shall be applicable to this Declaration and to any supplemental declaration hereto or any amendment to this Declaration, unless otherwise expressly provided herein or therein.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is the property described in Exhibit “A”, and such additions as may hereafter be brought within

the jurisdiction of the Association and subject to the terms of this Declaration, less the portions thereof dedicated and/or conveyed to other entities.

Section 2. Application of Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto and any and all supplements and lawful amendments thereto. By receipt of delivery of a deed to any of the Property or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance or adjudication, each Owner hereby agrees to abide by and accept title to such portion of the Property and all terms and provisions of this Declaration. The filing of this Declaration and subjecting the Property to the covenants, conditions, restrictions, reservations, easements, liens and charges contained herein shall not be construed in any way as inhibiting or prohibiting the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any covenants, conditions, restrictions, reservations, easements, liens and charges, except for those specifically provided for in this Declaration. Lots so conveyed by the Declarant to third parties shall be used and held by said third parties in accordance with this Declaration.

Section 3. Additional Property. Additional property may become subject to this Declaration or be withdrawn from the terms of this Declaration in the following manner:

(a) Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time to annex in and subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real property described in a Supplemental Declaration. Such Supplemental Declaration shall not require the consent of the Members. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein.

(b) Annexation With Approval of Class "A" Membership. Subject to the consent of the owner thereof, after the expiration of the Class B Membership, the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of not less than sixty-seven (67%) percent of the Class "A" Members of the Association. Annexation shall be accomplished by filing of record in the public records of the County, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by an authorized officer of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for, and the proper form of notice of, any meeting called for the purpose of considering annexation of property pursuant to this Section and to ascertain the presence of a quorum at such meeting.

(c) Additional Common Area. The Declarant or the CDD may convey to the Association additional real property, or any interest therein, improved or unimproved, and such conveyance or dedication to the Association shall be accepted by the Association. Additionally, the Declarant may direct a third party to convey to the Association wetland areas located outside of the Community, some or all of which receive drainage outfall from the Property, and such

conveyance or dedication to the Association shall be accepted by the Association. After any such conveyance to the Association, the additional real property shall become Common Area and shall be maintained by the Association at its expense as a Common Area for the benefit of all of its Members. Annexation of future development phases of the Community, if annexed herein, may result in additional Common Areas being owned and maintained by the Association.

(d) Withdrawal of Property. Declarant shall be entitled to withdraw portions of the Property owned by Declarant from the terms and conditions of this Declaration, subject to the terms and conditions of this Section. For purposes of this Declaration, the portion of the Property withdrawn from the terms hereof shall be referred to as the “**Withdrawn Property**.” In order to withdraw any portion of the Property from the terms of this Declaration, Declarant shall record in the Public Records of the County an instrument executed with the formalities of a deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Property from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property, and provided that the withdrawal of the Withdrawn Property shall not result in a material change to the scheme of development of the Community. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration, including all exhibits hereto, or any other covenants, restrictions and/or regulations provided herein or adopted hereunder, except for those easements, rights-of-way, or other portions hereof which, by their terms, specifically survive the termination of this Declaration, which shall include the withdrawal of such lands from the terms and conditions of this Declaration.

(e) Amendment. This Article II, Section 3 shall not be amended without the prior written consent of Declarant during the Development Period.

### ARTICLE III

#### MEMBERSHIP

Section 1. Membership in the Association. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges, of this Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to a Lot and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership. The Owner of record of each Lot shall be subject to assessment by the Association, as hereinafter provided, and shall be subject to enforcement by the Association in accordance with the terms and provisions of this Declaration.

## ARTICLE IV

### VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be those Owners defined in Article III with the exception of the Declarant until the expiration of the Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, Twin Creeks Development Associates, LLC and its successors and assigns. The Class B Member shall be entitled to three (3) votes for each Class A Member vote, provided that the Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) Three (3) months after ninety (90%) percent of the Lots have been conveyed to third-party purchasers other than Builders;
- (b) Thirty (30) days after Declarant elects to terminate the Class B Membership; or
- (c) as otherwise required by Florida law.

## ARTICLE V

### PROPERTY RIGHTS

Section 1. Membership Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the non-exclusive use of the Common Area for the purpose which each Common Area is intended, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area, and, in connection therewith, to mortgage said Common Area, provided the rights of such mortgagee in said Common Area shall be subordinate to the rights of the Owners in this Declaration to use and enjoy the Common Areas. The right to mortgage the Common Area provided herein shall not become effective until a Home has been constructed upon each Lot within the Property and each Lot has been conveyed from the Declarant to a third party purchaser. No such rights to mortgage shall be effective unless approved by the holders of at least two-thirds (2/3rds) of the votes of the Membership other than the Declarant represented at a duly noticed meeting of Members at which a quorum has been attained. Written notice of the

foregoing proposed action must be sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such mortgage is held;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose and subject to such conditions as may be agreed to by the Members. After the expiration of the Class B Membership, no such dedication or transfer, shall be effective unless approved by the holders of at least two-thirds (2/3rds) of the votes of the Membership represented at a duly noticed meeting of Members at which a quorum has been attained and an instrument reflecting the same has been recorded in the public records. Written notice of the foregoing proposed action must be sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such dedication or transfer is held;

(c) The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Area for utilities, broadband communications, cable television and other common service purposes;

(d) The right of the Association to charge reasonable fees for the use of designated facilities (if any) on the Common Area;

(e) Existing easements and agreements of record and those easements granted by the Declarant or the Association in accordance herewith; and

(f) Easements referred to in Article XI hereof;

(g) The right to the use and enjoyment of the Common Area and facilities thereon shall extend to all Members and their family, tenants, contract purchasers and invited guests, subject to regulation from time to time by the Association in its Rules;

(h) Access to certain Common Area within the Property may not be accessible by all Owners or Members from their Lot or other Common Area or publicly dedicated streets or properties. An Owner or Member wishing to obtain access to any such Common Areas shall need to obtain the permission of a Lot Owner whose Lot is contiguous to said Common Area. The fact that a Member or Owner does not have access or cannot obtain permission to access certain Common Area from his or her Lot, Common Area or publicly dedicated streets or properties does not allow an Owner to avoid liability for Assessments related to the inaccessible Common Areas provided for in Article VI of this Declaration. Further, Members shall not have access over or use of easements granted to the Association for maintenance purposes, rather such easements are to be maintained as Common Areas and utilized by the Association as specified in the grant of easement ;

(i) The other provisions of this Declaration, the Articles and Bylaws and restrictions of the CDD.

## Section 2. Common Area.

(a) Ownership. The Declarant hereby represents that the fee simple title or easement interests, as applicable, to the Common Area has been or will be conveyed and granted to the Association and the Association shall maintain the Common Area. The Association shall be obligated to accept conveyance of or a grant of easement in any Common Areas from the Declarant, the CDD or other third parties as deemed necessary or advisable by Declarant.

(b) Maintenance. The Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner in good order, condition, and repair. In addition, the Association shall replace as scheduled any and all improvements situated on the Common Areas (upon completion of construction), including, but not limited to, all landscaping, paving, drainage structures, signs, sidewalks, fences, irrigation systems, and other structures, including entry features and recreational facilities, if installed or constructed by the Declarant, a Builder or the Association, but excepting any public utilities, County improvements, or CDD improvements (which may include reclaimed water lines for irrigation). The Association shall be authorized, but not required, to provide other services, such as emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Community and shall have easement rights necessary to perform same. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through Assessments as provided in this Declaration; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of an Owner or its guest, tenants or other invitees or by the failure of an Owner to comply with this Declaration or lawfully adopted Rules of the Association shall be levied as an Individual Assessment against such Owner individually and against such Owner's Lot or Lots. No Owner may waive or otherwise escape liability for the Assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

(c) Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable Rules governing the Common Areas, which Rules shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines levied in accordance with this Declaration and applicable law and suspension of the right to vote or use recreational amenities. The Board of Directors of the Association shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided herein and in the Bylaws of the Association.

Section 3. Declarant's Reserved Rights and Builder's Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article V shall be subject to:

(a) The right of Declarant to execute all documents and take such actions and do such acts affecting the Property or the Common Area which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's development, construction, sales and marketing of the Property. However, nothing contained herein shall authorize Declarant to take any action that will diminish the rights of any lienholder or the holder of any mortgage on any Lot or on the Common Area; take any action that will affect title to any of the Lots after conveyance to third parties; or unilaterally change this Declaration, the Articles, the Bylaws and/or the Rules after the Class B Membership has terminated;

(b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of cable television, telecommunications, electrical and telephone conduit and lines, sewer lines and facilities, or water pipes, or any other facilities for any other utilities or services to any Lots within the Property or any portion of the Common Area and such other easements as Declarant may determine are necessary or beneficial for the maintenance or preservation of the Property;

(c) The Declarant and all Builders shall have full rights of ingress and egress to and through, and over and about the Property, including all Common Areas, during the Development Period and such additional period of time as Declarant and such Builders are engaged in any construction or improvement work, sales, leasing or marketing of the Community on or within the Property. The Declarant, and all Builders if and as approved by Declarant, shall further have an easement over and about the Property, including all Common Areas, for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction, placing and operating construction and sales trailers, and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof. The Declarant, and all Builders if and as approved by Declarant, shall further have the right to place marketing signage on Common Areas and Lots they own in the Community, to operate and maintain models, sales centers and leasing offices and to operate and open gates and access to the Community to facilitate sales and marketing of the Community in Declarant's and such Builder's sole and absolute discretion. No Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant or any Builder, or their agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion or sales activity; and

(d) The Declarant shall have full right to assign any or all of its right, title and interest in the Property, both as Declarant and as a Member of the Association, to another party by the execution and recording of a proper instrument in the Public Records of the County. This provision shall not, however, be construed to allow Declarant to assign a membership in the Association in a transaction separate from ownership of a Lot. In addition, the Declarant, in its sole discretion, shall also have the right to grant each Builder additional rights reserved hereunder to the Declarant for the purpose of constructing Homes in the Community and conducting construction, sales and marketing thereof by executing a non-exclusive, partial assignment of rights in favor of each Builder to be kept in the official records of the Association. The Declarant reserves the right to qualify any such rights granted or assigned to any Builder by limiting size, location, hours of operation or other matters the Declarant deems appropriate in Declarant's sole discretion; and

(e) Title to any portion of the Common Areas owned by Declarant may be transferred to the Association at any time, provided that title to all portions of the Common Areas owned by Declarant shall be transferred to the Association no later than the expiration of the Development Period. The transfer of title to any portion of the Common Areas to the Association shall be subject to: (a) all rights of Declarant and other persons set forth in this Declaration; and (b) any restrictions or limitations contained in the instrument conveying such portion to the Association.

Section 4. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area for public use, except for access to and from and throughout the property described in the Plat or any additions thereto for emergency, law enforcement and persons providing essential services to the Community and its Members. Notwithstanding the foregoing, any CDD property within the Community may be subject to use by the public in accordance with the CDD restrictions affecting such property.

Section 5. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 6. Surface Water Management. It is acknowledged that the Parcel Surface Water or Stormwater Management System and other property is one integrated system. The Parcel Surface Water or Stormwater Management System is intended to be owned, operated and maintained by the CDD, provided, however, the Association may own, operate and maintain the Parcel Surface Water or Stormwater Management System or portions thereof if the Permit or obligations thereunder are assigned to the Association by the CDD or any other party as permitted by the SJRWMD. The Association may also own, operate and/or maintain upland buffer areas associated with wetlands. Portions of the Property upon which the Parcel Surface Water or Stormwater Management System are located shall be deemed CDD property and an easement is hereby created over portions of the Property necessary for the surface water drainage and storage, and for the installation and maintenance of the Parcel Surface Water or Stormwater Management System; provided, however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. An easement is also hereby created over portions of the Property necessary to allow the CDD and/or the Association, as applicable, to maintain wetland areas located adjacent to the Property. The Parcel Surface Water or Stormwater Management System shall be developed, operated, and maintained in conformance with the requirements of the Permit and any other permits or approvals issued by the SJRWMD and any other controlling governmental authority. Except as hereafter provided, the CDD shall maintain the entire Parcel Surface Water or Stormwater Management System in accordance with the Permit, including but not limited to all inlets, ditches, lakes and canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, water control structures, retention and detention areas, floodplain compensation areas, wetlands and associated buffer area, and mitigation areas, and all related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the Property or are owned by the CDD, the expense of the same to be charged to the Owners by the CDD. Such maintenance shall be performed in conformance with the requirements of the SJRWMD and any other governmental authority having jurisdiction thereover, and an easement for such maintenance is hereby created therefore. The CDD will have the right, but not the obligation, to maintain any portion of the Parcel Surface Water or Stormwater Management System which is owned and/or maintained by any controlling governmental authority, or which is outside of the Property. The CDD will have the right to enter into agreements with any controlling

governmental authority, the Association or any other property owner or association for the common maintenance of the Parcel Surface Water or Stormwater Management System. The Property shall be required to accept surface water drainage from any other property pursuant to the requirements of the Permit or any controlling governmental authority and an easement for such drainage is hereby created, and in connection therewith the CDD and the Association will each have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the Parcel Surface Water or Stormwater Management System for the Property. If wetland areas located outside of the Community, some or all of which receive drainage outfall from the Property, are conveyed to the Association, the Association shall operate and maintain said areas in accordance with all applicable permits of the SJRWMD and any other controlling governmental authority.

Section 7. Recreational Lake Facility. The Community is subject to the provisions of the Recreational Lake Facility Covenants. The Association shall automatically be a member of the Recreational Lake Facility Association as set forth in the Recreational Lake Facility Covenants and each Owner shall have a right to use the Recreational Lake Facility as described in the Recreational Lake Facility Covenants. The Association is a “Neighborhood Association” pursuant to the terms of the Recreational Lake Facility Covenants. The Recreational Lake Facility Association, through its board, shall have the power and duty to levy the Recreational Lake Facility Association Assessments and to enforce collection thereof, including lien rights, in the manner provided in the Recreational Lake Facility Covenants.

Section 8. Lagoon Facility. The Community is subject to the provisions of the Lagoon Covenants. The Association shall automatically be a member of the Lagoon Association as set forth in the Lagoon Covenants subject to the terms and conditions set forth therein and each Owner shall have a non-exclusive right to aesthetic enjoyment, but not physical use, of the Lagoon Facility. The Association shall be a “Neighborhood Association” pursuant to the terms of the Lagoon Covenants. The Lagoon Association, through its board, shall have the power and duty to levy the Lagoon Association Assessments and to enforce collection thereof, including lien rights, in the manner provided in the Lagoon Covenants.

Section 9. Club Facilities. The Community is subject to the provisions of the Club Documents. The Club has been or will be established to own and operate the Club Facilities; provided, however, no representations or warranties have been or are made herein by Declarant or any other person or entity with regard to the development or continuing ownership or operation of the Club Facilities. Each Lot Owner shall be required to acquire a membership in the Club, in accordance with the Club Documents and Lagoon Covenants, and each Owner, as a member of the Club, may thereafter have the right to use Club Facilities and to access the Lagoon subject to the terms and conditions of the Club Documents and Lagoon Covenants. The Club shall have the power and duty to levy Club Member Assessments and to enforce collection thereof, including lien rights, in the manner provided in the Club Declaration.

Section 10. Amenities. After the completion and opening of the same for use, each Owner shall have the right to use, and shall also have the right to grant their guests, tenants and invitees the right to use, the Recreational Lake Facility, subject to the terms and conditions of the

Recreational Lake Facility Covenants. After the completion and opening of same, each Lot Owner and their tenants shall have a non-exclusive right to aesthetic enjoyment, but not physical use, of the Lagoon Facility, in accordance with the terms and conditions of the Lagoon Covenants. After the completion of the Club Facilities and opening of same for use, each Owner, upon payment of the Initiation Fee and subject to the payment of the Club Member Assessments, shall have the right to use the Club Facilities during the general operating hours for such Club Facilities subject to the Club Documents and the Lagoon Covenants. Each Builder, by acceptance of a deed to any Lot, hereby covenants and agrees to disclose the foregoing rights and restrictions related to use of amenities and facilities to each of Builder's third party buyers in the purchase and sale agreement for a Home to be constructed on a Lot.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. The Declarant, for each Lot owned by it within the Property, but subject to such exemptions from assessment and variations in assessments as provided hereinbelow, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Association: (a) any regular assessments or charges for the payment of operating expenses of the Association (including payment of property taxes which may be assessed against Common Area or any personal property which may in the future be owned by the Association) (“**Regular Assessments**” or “**Annual Assessments**”); and (b) any special assessments for improvements, or to fund any deficits between the amount collected for Regular Assessments in accordance with the annual budget and the amount determined necessary by the Association for the proper management and maintenance of the Common Area, together with other costs and/or expenses levied or imposed against the Association or property of the Association (“**Special Assessments**”); and (c) any individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots (“**Individual Assessments**”); and (d) the Recreational Lake Facility Association Assessments; and (e) the Lagoon Association Assessments. All such Assessments shall be fixed, established and collected from time to time as hereinafter provided. The Regular Assessments or Annual Assessments, the Special Assessments, the Individual Assessments, the Recreational Lake Facility Association Assessments, and the Lagoon Association Assessments, collectively referred to as “Assessments”, together with such interest thereon and costs of collection thereof, including attorney’s fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors of the Association, shall be a charge on the Property and shall be a *continuing lien* relating back to the date of recordation of the Declaration upon any Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such Assessment, together with interest, costs (including applicable late fees), and reasonable attorneys’ fees for its collection, including attorneys’ fees involved at all appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment becomes due. Each Owner, regardless of the manner in which they acquired title to the Lot, shall be jointly and severally responsible

with the previous Owner for all Assessments, interest, late fees, attorneys' fees and costs due to the Association prior to the transfer of title. All Assessments due to the Association shall be remitted from each Owner directly to the Association in accordance with this Declaration. The Recreational Lake Facility Association Assessments shall be collected from each Owner by the Association and remitted to the Recreational Lake Facility Association in accordance with the Recreational Lake Facility Documents. The Lagoon Association Assessments shall be collected from each Owner by the Association and remitted to the Lagoon Association in accordance with the Lagoon Association Documents.

Section 2. Purpose of Assessments. The Regular Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not limited to: payment of all water and re-use water charges for the Lots and Common Area billed through the master water meter or to the Association; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or Declarant; the maintenance of the Common Area; the payment of taxes and insurance for the Common Area; payment for the improvement and maintenance of the Common Area; services for the benefit of the Community and facilities related to the use and enjoyment of the Common Area; and the Association's share of the maintenance cost of the wetland areas located outside of the Community, some or all of which receive drainage outfall from the Property, whether such wetland areas are conveyed to the Association, the CDD or other entity. The Association may levy and collect adequate Regular Assessments against Members for the costs of the maintenance and operation of said areas. Special Assessments shall be used to fund capital improvements, deficits in the collection of Regular Assessments to cover operating expenses of the Association, and other purposes deemed necessary by a majority vote of Owners of the Association as set forth in Section 5 hereof. Individual Assessments shall be for the costs incurred by the Association which by nature are applicable only to one or more Lots, but less than all Lots. By way of example and not limitation, in the event an Owner fails to maintain their Lot and/or Home in a manner required by this Declaration or the Rules, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as provided by this Declaration or the Rules. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with this Declaration and the Rules, shall be an Individual Assessment. The Recreational Lake Facility Association Assessments and the Lagoon Association Assessments shall be used for purposes described in the Recreational Lake Facility Documents and Lagoon Association Documents, respectively.

Section 3. Basis of Annual Assessments. For the initial year of operation of the Association, the monthly Assessment shall be the amount as set forth in the estimated operating budget of the Association for the first year of operation. From and after January of the next operating year, the Annual Assessment shall be determined in accordance with the Articles of Incorporation and Bylaws of the Association taking into account current maintenance costs and future needs of the Association. The Recreational Lake Facility Association Assessments and the Lagoon Association Assessments shall be determined in accordance with the Recreational Lake Facility Documents and the Lagoon Association Documents, respectively. Each Owner acknowledges the Association is responsible for the repair and maintenance of capital improvements that may result in a Special Assessment due to reserves not being collected.

Because reserve accounts are not being initially provided for by the Declarant, the Members of the Association may elect to collect reserves after the expiration of the Class B Membership upon the affirmative approval of a majority of the total voting interests of the Association obtained by a vote of the Members at a duly called meeting of the membership or by the written consent of a majority of the total voting interests of the Association. The approval action of the membership must state that reserve accounts shall be provided for in the budget and must designate the components for which the reserve accounts are to be established. Upon approval by the membership, the Board of Directors of the Association shall include the required reserve accounts in the budget in the next fiscal year following the approval and each year thereafter. Once reserves are established as provided in this subsection, the reserve accounts must be funded or maintained or have their funding waived in the manner provided by Chapter 720, Florida Statutes. Notwithstanding the same, reserves will not be funded by the Declarant for the Lots Declarant owns so long as Declarant is funding any deficits in operating costs pursuant to Section 12 herein.

Section 4. Uniform Rate of Assessments. Unless otherwise provided for herein, all Assessments, other than Individual Assessments, shall be fixed at a uniform rate for all Lots. Assessments may be collected on an annual, quarterly or monthly basis or at any other interval as determined by the Board of Directors. Payments of all Assessments will be made directly to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect Assessments.

Section 5. Special Assessment for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or to cover deficits in the collection of Regular Assessments to cover operating expenses of the Association; provided that a Special Assessment may not be levied unless the notice of the Board of Directors' meeting at which such Special Assessment will be considered includes a statement that a Special Assessment will be considered and the nature of the Special Assessment. Each Lot shall be responsible for their pro rata share of Special Assessments as provided in Section 4 above, except that Lots owned by Builders shall not be obligated to pay Special Assessments until such Lot has a completed Home constructed thereon. Notice of any Board of Director's meeting at which a Special Assessment will be considered must be mailed, delivered, or electronically transmitted to the members and posted conspicuously on the property or broadcast on closed-circuit cable television not less than 14 days before the meeting.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the earliest of the following events to occur: a) a Certificate of Occupancy being issued for a Home constructed on a Lot; or b) the occupancy by an Owner of a Home constructed on a Lot; or c) the conveyance of the Lot by the Declarant to any third party purchaser, including a Builder. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto together with the due date of

such Assessments established by the Board of Directors. The Board of Directors, if necessary to insure cash flow, may institute reasonable late payment fees for monthly payment of the Annual Assessment. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments due from a Member on a specified Lot or Lots have been paid. A reasonable charge may be made by the Board of Directors of the Association or its agent for the issuance of these certificates, not to exceed amounts established by applicable law. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. The Recreational Lake Facility Association Assessments and the Lagoon Association Assessments shall commence as to the Association and the Lots therein in accordance with the Recreational Lake Facility Documents and Lagoon Association Documents, respectively.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days (or such other period of time established by the Board of Directors) after the due date, an administrative late fee of the greater of Twenty-Five and no/100 Dollars (\$25.00) or 5% of the amount of the installment that is past due, together with interest in an amount equal to the maximum rate per annum allowable by law beginning from the due date until paid in full, may be levied. The Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the Assessment is levied, with interest, costs and reasonable attorneys' fees, including at all appellate levels, whether or not such suit is instituted, in collection or enforcement to be added to the amount of such Assessment. Additionally, with respect to any Assessments which are not paid within thirty (30) days after the due date, the Board of Directors of the Association may at its discretion accelerate the Assessments then due from a delinquent Owner for the next twelve (12) months. The Association may also notify any mortgagees or lenders of Owner, any co-borrowers and/or guarantor(s) without recourse to Declarant and/or the Association of delinquencies in the payment of Assessments. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, interest accrued by the Association, then to any administrative late fees, then to collection costs and attorney fees, and then to the delinquent Assessments. The allocation of payments described herein shall apply notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. Additionally, if a Home is occupied by a tenant and the Owner is delinquent in the payment of Assessments, the Association may demand from the tenant payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner from a tenant in possession may be collected by the Association and shall be credited to the monetary obligations of the Owner to the Association. If within fourteen (14) days from written demand of the Association, the tenant provides the Association with written evidence of making prepaid rent payments, the tenant shall receive credit for the prepaid rent for the applicable period of such prepaid rent.

Section 8. Individual Assessment Against a Particular Owner of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the Lot, Home and the other improvements situated thereon in a manner satisfactory to the Board of Directors of the Association to a

minimum standard of consistency with the general appearance of the Property as initially constructed and improved by the Declarant (taking into account normal wear and tear and exposure to normal exterior conditions, but not to the point of unsightliness), the Association, after approval by a majority 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, and the exterior of the Home and any other improvements erected thereon. The costs of such exterior maintenance to which such Lot is subject shall be assessed to an Owner as an Individual Assessment; and said Assessment shall be enforced in the same manner as provided for in Section 7. In addition, in the event any Owner, its guests, tenants or invitees cause any damage to the Common Areas, including without limitation recreation facilities, landscaping or sidewalks, such Owner shall be responsible for the cost of any repairs required to correct such damage and the cost thereof may be assessed to the Lot Owner as an Individual Assessment.

Section 9. Subordination of the Lien to Mortgages. The lien securing payment of the Assessments provided for herein shall be superior to all other liens except tax liens and the liens of any bona fide Institutional First Mortgage to an Institutional First Mortgagee recorded prior to any lien for Assessments by the Association; provided, however, that said mortgage liens secure an indebtedness payable in monthly, quarterly or annual payments over a period of not less than ten (10) years.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempt from the Assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority or CDD; (b) the Common Area; and (c) any portion of the Property which is designated and/or reserved for easements dedicated and accepted by a governmental authority and devoted to public use. Notwithstanding the foregoing, no Lot or improvements devoted to dwelling use shall be exempt from said Assessments. In addition, Lots owned by the Declarant may be exempt from payment of Assessments during any period of time that Declarant is funding deficits in operating expenses in accordance with Section 11 hereof.

Section 11. Declarant's Right to Deficit Fund Operating Expenses. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is in control of the Association, as specified in Section 720.308(1)(b), Florida Statutes, the Declarant shall not be liable for Assessments against such Lots owned by the Declarant, provided that the Declarant funds any deficit in operating expenses exclusive of reserves, cost of capital improvements, and non-budgeted repairs or replacement. For the purposes hereof, a deficit shall be computed by subtraction from said operating expenses (exclusive of the items described in the foregoing sentence) all Assessments, contributions, income and other sums and income received or receivable by the Association. The Declarant may at any time commence to pay Assessments to the Lots that it owns and thereby automatically terminate its obligations to fund a deficit in the operating expenses of the Association, or any time or from time to time elect again to fund deficits as aforesaid. When all Lots within the Property are sold and conveyed to purchasers, including Builders, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments or deficits other than those that arose to prior to such time. Should Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require deficit funds from the Declarant, such funds shall be considered a loan to the Association to be paid back to the Declarant by the Association. The

Declarant's rights under this Section 11 shall not be construed as a guarantee of Assessments under Section 720.308(2), Florida Statutes.

Section 12. Parcel Surface Water and Stormwater Management System. The CDD is responsible for assessing and collecting fees for the operation, maintenance, and, if necessary, replacement of the Parcel Surface Water or Stormwater Management System. In the event the Association assumes any obligations for the Parcel Surface Water or Stormwater Management System or any obligations under the Permit, the Association may levy and collect adequate Assessments against Members for the costs of maintenance and operation of any or all of the Parcel Surface Water or Stormwater Management System (including upland buffers associated with wetlands) through Annual Assessments or other Assessment, if necessary. Such Assessments shall be used for the maintenance and repair of the Parcel Surface Water or Stormwater Management Systems including but not limited to work within retention areas, drainage structures and drainage easements in accordance with the Permit. If wetland areas located outside of the Community, some or all of which receive drainage outfall from the Property, are conveyed to the Association, the Association may levy and collect adequate Assessments against Members for the costs of the maintenance and operation of said areas, in accordance with all applicable permits of the SJRWMD and any other controlling governmental authority, through Annual Assessments or other Assessment, if necessary.

Section 13. Collection of Recreational Lake Facility Assessments. The Association, as a member of the Recreational Lake Facility Association, shall be obligated to (a) include the Recreational Lake Facility Association Assessments in the annual budget of the Association; (b) collect the Recreational Lake Facility Association Assessments from all Lot Owners; and (b) remit all such Recreational Lake Facility Association Assessments due to the Recreational Lake Facility Association at the intervals required under the Recreational Lake Facility Covenants.

Section 14. Collection of Lagoon Association Assessments. The Association, as a member of the Lagoon Association, shall be obligated to (a) include those assessments comprising the Lagoon Association Assessments which are applicable to all Lot Owners in the annual budget of the Association; (b) collect the Lagoon Association Assessments from all Lot Owners; and (b) remit all such Lagoon Association Assessments due to the Lagoon Association at the intervals required under the Lagoon Covenants.

## ARTICLE VII

INTENTIONALLY DELETED

## ARTICLE VIII

CAPITAL CONTRIBUTION

Section 1. Capital Contribution on Sale By Declarant or a Builder. At the time of the closing of a Lot with a Home by the Declarant or a Builder, each purchaser shall pay to the Association the amount of \$500.00 as a contribution to working capital. These monies (hereinafter called "**Capital Contribution**") shall be the Association's property, and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles

and Bylaws. The Capital Contribution shall be deemed ordinary association income and need not be separated from or held or applied differently than Assessments. No refund of a Capital Contribution will be made on re-sale.

## ARTICLE IX

### ARCHITECTURAL CONTROL

Section 1. Review of Proposed Construction. Subject to Section 2 below, no improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including exterior paint, roofing, landscaping, antennas, awnings, driveways, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, a majority of the Board of Directors of the Association. The Board of Directors of the Association shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will be in harmony with surrounding structures and improvements (or the surrounding area contemplated by Declarant, if within the Development Period) and it otherwise desirable. The Board of Directors of the Association may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Board of Directors of the Association may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Board of Directors of the Association may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Board of Directors of the Association of any required plans and specifications, the Board of Directors of the Association may postpone review of any plans submitted for approval. The Board of Directors of the Association shall have forty-five (45) days after delivery of all required materials to approve or reject any such plans. If an Owner's plans are not approved within such 45-day period, said plans shall be deemed not approved; provided, however, if the Owner resubmits the plans and the Owner's plan are still not approved 45 days thereafter, the plans shall be deemed approved. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Home shall be further conditioned on compliance with the County ordinances and the obtaining of applicable governmental approvals, if any.

Section 2. No Waiver of Future Approvals. The approval of the Board of Directors of the Association of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors of the Association, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

Section 3. Liability of the Board of Directors of the Association. No member of the Board of Directors of the Association (or Declarant) or the ACC shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans or inspections performed pursuant to Section 4 hereof. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors of the Association, the Association and Declarant harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the committee members, their representatives, or appointing entity.

Section 4. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required hereunder the applicant for such approval ("**Applicant**") shall give written notice of completion to the Board of Directors of the Association.

(b) Within thirty (30) days thereafter, the Board of Directors of the Association (or its duly authorized representative) may inspect such completed work. If the Board of Directors of the Association finds that such work was not affected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If an Applicant is notified of any noncompliance, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board of Director's ruling. If Applicant does not comply with the Board of Directors of the Association ruling within such period, the Board of Directors, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefore being hereby created), and Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. This amount, together with interest thereon at the rate of eighteen (18%) percent per annum from the date the noncompliance was to have been remedied or removed, the maximum late fee allowed under Florida Statutes for each month that a violation exists if payment is not made within thirty (30) days after announcement, and all costs and reasonable attorneys' fees incurred by the Association in collection, enforcement or abatement, as appropriate (including attorneys' fees incurred at all appellate levels and whether or not suit is instituted) shall be a personal obligation of Owner and shall not pass to the successors in title of Owner unless expressly assumed by such successors. Such amount (including interest, costs, late fees and attorneys' fees as provided above) shall also be a **continuing lien** and run with the land on the Owner's Property if not paid within thirty (30) days after notice enforceable in the same manner in which mortgages are enforced by foreclosure, or by bringing an action at law or equity against the Owner.

(d) If for any reason the Board of Directors of the Association fails to notify the Applicant of any noncompliance within forty-five (45) days after receipt of written notice of

completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

Section 5. Variances. The Board of Directors of the Association may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Board of Directors of the Association. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot and Home, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

Section 6. Architectural Control Committee. The Board of Directors of the Association may assign all of its responsibilities under Article IX to an Architectural Control Committee to be appointed by the Board of Directors of the Association (the "ACC"). Any reference in this Declaration, the Articles, the Bylaws or the Rules to the ACC shall mean the Board of Directors of the Association if the Board of Directors of the Association elects not to assign its responsibilities to an ACC. Decisions requiring consent of the ACC shall be made exclusively by the ACC (if so created and the Board of Directors of the Association if the ACC is not created) and such decisions shall be subject to further review or approval by the Board of Directors of the Association.

Section 7. Declarant's and Builder's Exemptions. Notwithstanding anything to the contrary set forth in this Declaration, this Article does not apply to the Declarant. Additionally, notwithstanding anything to contrary set forth in this Declaration, (i) the Declarant shall have the right to approve any Builder's plans and specifications, elevations, finishes and all other aspects of any work performed by a Builder that would be subject to the approval of the Board of Directors or the ACC under this Article IX (together the "**Approved Plans**") or a variance in favor of any Builder in lieu of the Association; and (ii) the Declarant's approval of any such items shall be deemed approval of the Board of Directors, ACC and the Association and such approval may not be revoked or modified by the ACC or the Association. In addition, such Builder may continue to use such Approved Plans, including any variances included within same (with non-material modifications consistent with the Design Guidelines), on any other Lots without resubmission of same for approval by the Declarant, Board of Directors or ACC. In addition, all work completed by Builders shall not be subject to the terms of Section 4 of this Article IX, and Builders shall not be required to submit any such work to inspection by the Board of Directors of the Association as provided therein. Declarant, during the Development Period, shall have a right, but not the obligation, to inspect work of any Builder at reasonable times upon reasonable notice to insure that same is being constructed in accordance with the Approved Plans.

Section 8. Driveways and Sidewalks. Every Builder or Lot Owner constructing a residence on a Lot shall construct or cause to be constructed, at its expense, a driveway extending

from the paved, abutting street to the entrance of the garage of the Home and a sidewalk on or in front of such Lot. Such driveway shall be completed prior to occupancy of the Home. The sidewalk on each Lot shall be constructed in accordance with the subdivision construction plans submitted to and approved by St. Johns County and such sidewalk must be completed prior to issue of a certificate of occupancy. All driveways and sidewalks, and alterations thereto, shall be approved by the Declarant or the ACC.

## ARTICLE X

### USE RESTRICTIONS

Section 1. Use. No Lot shall be used except for residential purposes, unless otherwise platted and zoned for commercial use. No building shall be erected altered, placed or permitted to remain on any Lot other than a Home and related appurtenances, unless such Lot is designated for commercial use by plat and zoning.

Section 2. Structures. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be used on any Lot at any time as a residence or appurtenance to such residence, either temporary or permanent, except for temporary construction trailers, sales trailers or other temporary structures being used by Declarant or any Builder if and as approved by the Declarant.

Section 3. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood within the Plat, or which affects the health, safety or welfare of the owners or occupants of the Property, in the Association's reasonable discretion.

Section 4. Pets. No livestock or poultry shall be permitted to be kept, maintained, or bred in any Home or Lot or elsewhere within the Property, except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of two (2) domestic dogs (other than dogs which in the reasonable determination of the Board of Directors of the Association or under applicable codes or regulations are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) and two (2) domestic cats, provided such animals are kept in the Home and not kept, bred or raised for commercial purposes. Notwithstanding the foregoing, the Board of Directors of the Association shall specifically have the power to either permit additional domestic dogs or cats to be kept as pets by an Owner if in the determination of the Board of Directors of the Association such pets shall not cause or be deemed by the Board of Directors of the Association to constitute a nuisance to any other Owner in the reasonable discretion of the Board of Directors of the Association. Each person bringing or keeping a pet within the Property shall be absolutely liable to the Association, other Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property and it shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings or otherwise used any portion of the Property or public street abutting or visible from the Property. Animals belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. No pets shall be "tied out" in a yard or on a porch or patio and left unattended for any extended period of time. The Association shall have

the right to promulgate Rules relating to animals and the right to restrict or require removal any such animals determined by the Board of Directors of the Association to constitute a nuisance. In addition, all Owners with pets shall be required to maintain at all times adequate homeowners' insurance coverage for any and all liabilities related to the pet(s) owned and kept on the Lot. Proof of such insurance coverage shall be provided by the Owner to the Association upon reasonable request and if such coverage is not provided as requested herein, the Association shall have the right to require the pet to be removed from the Lot until the appropriate insurance coverage is obtained.

Section 5. Signs. During the Development Period, no sign of any kind shall be displayed to the public view on any Lot, except one sign not larger than 3" X 5" and placed in one ground floor window or one second story window advertising that property is for sale. Once the Development Period has expired, then the size of the signs can be increased to not more than 18" x 24" to advertise that the property is for sale or rent which sign is to be placed on one ground floor window or one second story window. Signs used by the Declarant, or permitted by Declarant to be used by any Builder, to advertise the Property or for such other purposes deemed necessary by the Declarant during the Development Period are specifically excluded from the terms of this Section.

Section 6. Waste Removal. No Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the Common Area streets, from neighboring Property or within property contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with the County code and/or regulations.

Section 7. Personal Property. No garments, rugs, towels or blankets or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Home. Further, unless otherwise specifically required to be permitted by applicable local, State or Federal law, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard, side yard or back yard of any Home. All personal property of Owners or other occupants shall be stored inside; provided, however, patio furniture or other personal property which is specifically for the use and enjoyment of designated outdoor areas of the Home shall be permitted.

Section 8. Parking and Vehicles. There shall be no parking on the grass within the Property or on any portion of any sidewalk which is not part of a designated driveway. An Owner may park in the Home's garage or in the driveway on the Lot. Car covers are prohibited within the public view and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty four (24) hours, except in the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a Home. No vehicles shall be stored on blocks. No trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer shall not be permitted to be parked outside of an enclosed garage. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners

or the Association during normal working hours or for work performed by or for the Declarant or Builders or the Association which are necessary in the development and maintenance of the Property or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. No vehicles displaying commercial advertising shall be parked within the public view. Automobiles issued by the County or other governmental entity (i.e., police cars) shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved or un-paved surfaces forming a part of the Common Areas. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, any Builder or their agents, subcontractors, suppliers or consultants. Subject to applicable laws and ordinances, if any vehicle is parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section if the vehicle remains in violation of this Section for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 9. Water and Sewer. No septic tanks or individual wells will be permitted on any Lot. All Homes constructed on the Lots in the Community shall incorporate water conservation strategies, including the use of low flow plumbing fixtures in the Home.

Section 10. Garages. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors of the Association or ACC). No garage may be used for the operation of a business or for any commercial purpose of any kind.

Section 11. Windows. No external window covering, reflective window covering or iron or decorative bars (either interior or exterior) may be placed or permitted to remain on any window of any building without the prior written approval of the Board of Directors of the Association. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No

security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Window or wall air conditioner units are prohibited.

Section 12. Flags and Banners. No flags or banners other than a flag or banner permitted by Chapter 720.304, Florida Statutes, or other local, state or federal law, which must be displayed in a respectful manner and which is subject to reasonable standards for size, placement and safety as may be adopted by the Association, will be permitted. The foregoing sentence shall not apply to the Declarant or any Builder.

Section 13. Reconstruction. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance this Declaration within 6 months of the date of the loss. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

Section 14. Business Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant or any Builder, and administrative offices of Declarant or any Builder, no commercial or business activity shall be conducted in the Community that disrupts the residents, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, unless the Board of Directors of the Association provides otherwise in the Rules, an Owner may maintain a home business office within a Home for such Owner's personal use, provided, however, that such use shall not involve regular visits from business invitees, customers, employees, regulators and clients and provided further that the Board of Directors may prohibit any such use that it determines, in its sole discretion, does or could disrupt the residential nature of the Community. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of Association. No day care center, child care facility, school, assisted living facility or halfway house may be operated out of a Home. No garage sales are permitted, except as permitted by Association. The foregoing shall not apply to any platted Lot which is designated for and zoned for commercial use.

Section 15. Communications Equipment. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications

Commission (“FCC”) rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board of Directors of the Association and shall be governed by the then current rules of the FCC.

Section 16. Fences. No Owner shall be permitted to install a fence to enclose any portion of the Lot without the prior approval of the ACC or Declarant in accordance with Article IX, which shall approve the material, location and height. Any perimeter fences originally installed by the Declarant or the Association shall be maintained by the Association for the benefit of all Owners. All other fences located on a Lot or approved fences installed by a Builder or an Owner or Owners shall be maintained by the Owner or Owners of such benefitted Lots at such Owner’s or Owners’ sole cost and expense.

Section 17. Overhead Lines. No Person other than Declarant shall place or maintain any overhead utility or cable television lines within the Community without the prior written approval of the Declarant, except for temporary lines as required during construction or as otherwise may be required by law. All underground utility lines and lead-in wires for electrical, telephone, and cable television service shall be located at least 12 inches below the surface.

Section 18. Declarant Exemption. Notwithstanding anything to the contrary, any restrictions contained in this Article that would disrupt the construction, sales, and marketing of Homes in the Community shall not apply to the Declarant.

## ARTICLE XI

### EASEMENTS

Section 1. Public. Easements are reserved over each Lot and the Common Area for public service purposes including but not limited to, police protection, fire protection, emergency services, postal service and meter reading.

Section 2. Access. Easements for ingress and egress and for the installation and maintenance of all utilities, surface water management and drainage facilities, landscaping, irrigation, fencing, signage, and street lighting are reserved on and over each Lot and the Common Area in favor of the Association and other entities with maintenance responsibilities related to the same. The right is also reserved to the Declarant and the Association to create additional utility easements by separate instrument as may be required from time to time.

Section 3. Encroachments. Notwithstanding any other provisions contained in this Declaration, in the event that any Home or other improvement, as constructed by the Declarant or Builder on a Lot or any portion of the Common Area, encroaches upon any portion of the Common Area or adjoining Lot, then a perpetual easement appurtenant to such Lot or portion of the Common Area shall exist for the continuance of any such encroachment on the Common Area or adjoining Lot. In the event any fence, roof, overhanging roof, or portion of the Home, as constructed upon any Lot or portion of the Common Area by Declarant or any Builder, encroaches or overlaps upon any other Lot or the Common Area, then, in such event, a perpetual easement appurtenant to the Lot or portion of the Common Area upon which the fence, roof,

overhanging roof, or Home or other improvement is construction shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Area.

Section 4. Maintenance. An easement is reserved over the Property, including each Lot, in favor of the Association for maintenance of the Common Area and to allow the Association to fulfill any and all of its maintenance obligations hereunder.

Section 5. Declarant and Builders. An easement is reserved over the Property, including each Lot, in favor of (i) the Declarant for the purpose of carrying out any obligations of the Declarant under the terms of this Declaration or any governmental permit, order or applicable law in connection with the development of the community (ii) the Declarant and Builders for the purpose of construction of Homes and other improvements therein; and (iii) the CDD for the purpose of carrying out the maintenance of any property owned by the CDD. In addition, the Declarant, the CDD and Builders shall also have an easement over, upon, across, and under the Property as may be required in connection with the development of the Community and construction of Homes and other improvements, including the right to keep any entry gate open to provide access to the Community by the public for sales and marketing of the Homes and use all roads and rights of way for vehicular and pedestrian ingress and egress for construction and maintenance purposes. Further, the Declarant and Builders shall have an easement to use all portions of the Property, including Common Areas, for all types of promotional and sales activity in connection with marketing, sales, and leasing of Homes in the Community. The easements created by this Section shall be broadly construed and supplement other rights of the Declarant, the CDD and Builders herein, shall run with the land and (i) shall terminate with respect to the Declarant at such time as the Declarant no longer own any Lots in the Community, Declarant has completed all development of such Lots and all of the Declarant's obligations hereunder are satisfied; and (ii) shall terminate with respect to each Builder at such time as the applicable Builder no longer owns any Lots in the Community and has completed all construction obligations with respect to such Lots.

## ARTICLE XII

### COVENANTS FOR HOME MAINTENANCE

Section 1. Maintenance of Lots and Homes. Each Lot Owner shall be responsible for the maintaining, repairing, and replacing of the Home and all other improvements situated on his Lot in a clean, sanitary, neat, safe and orderly condition, including without limitation, all obligations for structural maintenance, repair or replacement of walls, windows and roofs, including gutters, downspouts and skylights, patios, screens, balconies, tiles, doors (including all framing and casing), any air-conditioning, irrigation or water softening fixtures or equipment, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot by any Owner, including its agents, or other designees, and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in this Declaration or the Rules. The Lot Owner shall obtain the written consent of the Association or ACC, as appropriate, prior to making any modifications requiring approval under Article IX hereof. It will also be the duty of each Lot Owner to maintain in good repair any driveway servicing a single Lot. Lot Owners of Lots backing up to a lake bank will be responsible to maintain the property from their Lot line to the water's edge on the lake bank. All Owners must maintain their front yards to the edge of the

adjacent right of way, including any unpaved right-of-way between the pavement and the Lot line. The minimum (though not the sole) standard for the foregoing maintenance shall be consistency with the general appearance of the Property and Lots as initially constructed and otherwise improved, taking into account, however, some degree of normal wear, tear and weathering, but not to the point of unsightliness or deterioration in the discretion of the ACC. Provided, however, such standards shall be uniformly applied. The Board of Directors of the Association reserves the right to adopt more specific standards of maintenance through its Rules. If any Lot Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 2. Lawn Maintenance. It shall be the duty of each Lot Owner to maintain the grass on the Lot, to regularly cut the grass located on the Lot, to fertilize the lawn of the Lot at least twice per year, or on a schedule to be determined by the Association, and to apply herbicides and pesticides as needed to adequately control weeds and turf destroying insects, each at the Lot Owner's expense. Each Lot Owner shall water and irrigate the lawn as necessary to maintain a lush and living lawn, subject to County water restrictions, and shall promptly replace dead grass with sod, if and when necessary, at the Lot Owner's expense. The minimum (though not the sole) standard for the foregoing shall be the general appearance of the Lot as initially provided by the Declarant or Builder, taking into account natural and orderly growth when properly maintained and trimmed. The Board of Directors of the Association reserves the right to determine whether grass is dead, diseased or damaged and require the Lot Owner to replace it; provided, however, such standards and determinations shall be uniformly applied. All replacement sod shall be of like kind as the grass being replaced. The Association shall have the right but not the obligation to maintain the lawn on the Lots in the event the Lot Owner fails to do so, as required herein, after 14 days written notice from the Association. The Association is hereby granted an easement over and across each Lot for such purpose, and the Lot Owner shall not place any obstruction on the Lot which would impede the Association's access to carry out the rights set forth herein without the consent of the Association, the said consent being conditioned on the Association having free access to the property for the purpose of maintaining and cutting the grass, if necessary. The Lot Owner shall be responsible for all costs incurred by the Association in maintaining or replacing the lawn on the Owner's Lot as an Individual Assessment and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance. The foregoing lawn maintenance requirements shall not apply to any Lot owned by Declarant or any Builder that does not have a Home constructed thereon as evidenced by a certificate of occupancy or similar approval allowing occupancy of such Home as a single family residence ("**Vacant Lot**"). All such Vacant Lots shall be periodically mowed or cleared for construction by the Owner of each such Lot. Upon completion or occupancy of a Home or installation of landscaping on a Vacant Lot, such Lot will be subject to the requirements of this Section 2.

Section 3. Landscaping. Each Owner shall be solely responsible for all maintenance of any landscaping installed on the Lot by the Declarant, a Builder, the Association or the Lot Owner, including all landscaping on the Lot required to be maintained on the Lot by any governmental agency. Such maintenance shall include routine trimming, weeding, pruning and mulching of the landscaping as well as routine watering and replacement if and when necessary. The minimum (though not the sole) standard for the foregoing shall be the general appearance of

the Lot as initially landscaped by the Declarant or Builder, taking into account natural and orderly growth and maturity of such landscaping when properly maintained and trimmed. The Board of Directors of the Association reserves the right to determine whether any landscaping is dead, diseased or damaged and require the Lot Owner to treat, remove and/or replace it; provided, however, such standards and determinations shall be uniformly applied. The Association shall be responsible for the maintenance of all landscaping within any landscape easement or buffer or landscaping originally installed by the Declarant or by the Association on the Common Areas to comply with governmental requirements. The Association is hereby granted an easement over and across each Owner's Lot for the purpose of maintaining the landscaping in accordance herewith. Owners hereby acknowledge the landscape material on the Property and within any landscape easement is intended to fulfill required landscape buffers of adjacent properties. Owners shall not cut or remove any landscape materials on landscape easements, landscape materials installed by the Declarant or the Association or any landscape materials required to remain pursuant to a permit or other governmental regulation. Any Owner violating the restrictions of this Section resulting in landscaping needing to be repaired or replaced by the Association will be charged the cost of such work as an Individual Assessment.

Section 4. Irrigation. It shall be the duty of the Association to maintain the irrigation system for the Common Areas of the Community, which irrigation system may run both on Lots and Common Area. The cost of maintenance of any irrigation system on a Lot installed by a Builder or Lot Owner shall be assumed by the Lot Owner together with the cost of the water and utilities associated therewith. The Association is hereby granted an easement over and across each Lot Owner's Lot for the purpose of installing and maintaining the Common Area irrigation system, and the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the Association. A Lot Owner shall be responsible for payment, as an Individual Assessment, of any costs related to the repair and/or replacement necessary as a result of any damage done to the Association's Common Area irrigation system, whether on the Owner's Lot or the Common Area, caused by such Owner, any member of such Owner's family, or any guests, invitees, tenants, contractors, workers or agents of such Owner. THE IRRIGATION SYSTEM FOR THE COMMON AREA AND EACH LOT IS INTENDED TO USE RECLAIMED WATER FROM AVAILABLE SOURCES. RECLAIMED WATER HAS RECEIVED BASIC DISINFECTION AND A DEGREE OF TREATMENT AT A WASTEWATER TREATMENT FACILITY. RECLAIMED WATER MAY BE USED FOR LIMITED PURPOSES, INCLUDING IRRIGATION, BUT SUCH WATER DOES NOT QUALIFY AS POTABLE WATER UNDER APPLICABLE GOVERNMENTAL REGULATIONS AND THEREFORE IT SHOULD NOT BE CONSUMED OR USED AS DRINKING WATER.

Section 5. Insurance. Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the Home and any improvements located thereon in an amount equal to the maximum insurable replacement value. Such coverage shall afford protection against (i) loss or damage by fire, hurricane, tornado, wind-storm, or other hazards covered by a standard extended coverage endorsement, and (ii) such other risks as from time to time shall be customarily covered with respect to similar construction, location and use as the Home including but not limited to vandalism and malicious mischief.

Section 6. Exterior Painting and Pressure Cleaning. Each Lot Owner shall be responsible for exterior painting and pressure cleaning of the Home and improvements thereon as required by the Association in accordance with this Section. It is anticipated that the Association shall require all Homes to be painted every five to seven years. In addition, it is anticipated that the Association shall require the roof, exterior walls, sidewalks, patios and driveways of all Homes to be pressured washed not less than every three years. Each Owner shall have the right to paint or clean more frequently than required by the Association, provided that prior written approval of paint color is obtained from the ACC. If any Lot Owner fails or refuses to paint or pressure wash its Home or other improvements as required herein, the Association may perform the work and charge the Owner the cost thereof as an Individual Assessment.

### ARTICLE XIII

#### COVENANTS RELATING TO FIRST MORTGAGEES

Section 1. Approval. The following actions will require the prior written approval of two-thirds (2/3) of the holders of record of Institutional First Mortgages on Lots within the Property, (based upon one (1) vote for each Institutional First Mortgage): the abandonment, partition, encumbrance, sale or transfer of the Common Area by the Association, other than the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area or dedication of Common Area as permitted in this Declaration; a material change in the method of determining the Assessments or other charges that may be levied against an Owner; the failure of the Association to maintain fire and extended coverage on any insurable improvements hereafter on the Common Area and any insurable improvements thereon in an amount that shall not be less than one hundred (100%) percent of the insurable value, based on the current replacement costs; the use of the insurance proceeds paid to the Association for any loss to the Common Area, or the improvements thereon, for any purpose other than the repair, replacement or reconstruction of the Common Area and the improvements thereon; the amendment of this Declaration in any manner which materially affects or impairs the rights of an Institutional First Mortgagee; or the conveyance, encumbrance or hypothecation in any manner of the Common Area.

Section 2. Rights. An Institutional First Mortgage encumbering any Lot in the Property may singly or jointly with other Institutional First Mortgagees: pay the taxes or other charges which are in default and which may or have become a charge against the Common Area; pay overdue premiums on hazard insurance policies for the Common Area; or secure new hazard insurance coverage for the Common Area after lapse of the existing coverage. In the event any Institutional First Mortgagee makes any of the aforementioned payments, such Institutional First Mortgagee shall be entitled to immediate reimbursement from the Association for the payments advanced, and such Institutional First Mortgagee shall be subrogated to the assessment and lien rights of the Association against the Owners for the repayment of such advance, and the expense of making such reimbursement to the Institutional First Mortgagee shall be deemed a common expense of the Association.

Section 3. Priority. No provision of this Declaration shall be interpreted to give an Owner, or any other party, priority over the rights of any Institutional First Mortgagee pursuant to the terms of its Institutional First Mortgage on any Lot on the Property in the event of a

distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Assessments. Any Institutional First Mortgagee holding an Institutional First Mortgage on a Lot within the Property who obtains title to a Lot pursuant to the remedies provided in said Institutional First Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be jointly and severally liable with the prior owner for unpaid assessment or charges accrued against said Lot prior to the acquisition of title to said Lot by such Institutional First Mortgagee; however, such Institutional First Mortgagee, or its successors or assigns as a subsequent holder of the Institutional First Mortgage, acquiring title to a Lot by foreclosure or by deed in lieu of foreclosure, shall be liable for the unpaid Assessments that became due before such Institutional First Mortgagee's acquisition of title in the amount equal to the lesser of (i) the Lot's unpaid Assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one percent of the original mortgage debt on the Lot. The limitations on Assessment liability for Institutional First Mortgagees obtaining title through foreclosure provided by this paragraph apply only if the Institutional First Mortgagee filed suit against the Lot Owner and initially joined the Association as a defendant in the mortgagee foreclosure action and prosecuted such foreclosure action to final judgment and sale within twelve months of the filing thereof. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable. Institutional First Mortgagees shall be responsible for all Assessments on the Lot as of the date of acquisition, including any Special Assessment assessed or coming due after the date of acquisition of title to the Lot.

Section 5. Notice of Default. The Institutional First Mortgagee of any Lot on the Property is entitled, upon request, to written notification from the Association of any default in the performance by the Owner of any of such Owner's obligations pursuant to the terms of this Declaration, which default is not cured after sixty (60) days' notice to such Owner.

Section 6. Exemptions. Any Institutional First Mortgagee who acquires title to any portion of the Property by way of foreclosure, deed in lieu of foreclosure, or otherwise, shall be entitled to any exemption from the restrictions on sales and leasing of Homes and Lots to the same extent that Declarant would be exempt from such restrictions.

## ARTICLE XIV

### LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. All leases shall be in writing and provided to the Association prior to a tenant's possession of the Home. No lease shall be for a term of less than seven (7) months. No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The number of occupants must comply with applicable codes regarding the size of the

Home. The tenant and all occupants, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and all policies adopted by Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to seek injunctive relief against the tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. If a Lot or Home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all rental payments becoming due and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full and the Association releases the tenant or until the tenant discontinues tenancy, in accordance with the terms of Florida law.

## ARTICLE XV

### WATER MANAGEMENT SYSTEMS

Section 1. Transfer of Parcel Surface Water or Stormwater Management System. The CDD is intended to exist in perpetuity; however, in the event of termination, dissolution or final liquidation of the CDD, the responsibility for the operation and maintenance of the Parcel Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 62-330.310, F.A.C., and be approved by the SJRWMD prior to such termination, dissolution or liquidation. The Association may accept such transfer if approved by the SJRWMD.

Section 2. Amendments Pertaining to Parcel Surface Water or Stormwater Management System. Any amendment to this Declaration which alters the Parcel Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the SJRWMD.

Section 3. Surface Water or Stormwater Management. The CDD shall be responsible for the maintenance, operation and repair of the Parcel Surface Water or Stormwater Management System. Maintenance of the Parcel Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Stormwater Management capabilities as permitted by the SJRWMD. The CDD shall be responsible for such maintenance and operation. Any repair or reconstruction of the Parcel Surface Water or Stormwater Management System shall be as permitted, or if modified as approved by the SJRWMD. No Owner shall do anything to adversely affect the Parcel Surface Water or Stormwater Management System and drainage of the Property without the prior written approval of the CDD, the Association and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or any Builder or by the developer of any portion of the Property in accordance with

permits issued by controlling governmental authorities. In particular, no Owner other than Declarant or a Builder, and neither the Association nor the CDD, shall install any landscaping, place any fill on a Lot, remove or cut littoral plantings or native vegetation, spray herbicide or grade portions of the Property which would adversely affect the drainage of any contiguous Lot. No construction activities may be conducted relative to any portion of the Parcel Surface Water or Stormwater Management System, including but not limited to digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the system as permitted unless required or permitted by the SJRWMD. No Owner or other person or entity shall unreasonably deny or prevent access to water management areas or any component of the Parcel Surface Water or Stormwater Management System for maintenance, repair or landscaping purposes by the Declarant, the CDD, the Association, the SJRWMD or any appropriate governmental agency that may require access to carry out obligations set forth in the Permit. No person shall fill, dike, rip-rap, block, divert or change the water retention and drainage areas that have been or may be created without the prior written consent of the CDD and SJRWMD. If such actions are permitted by the Permit and SJRWMD, the Declarant, Association or CDD may draw water for irrigation or other purposes from any water management area. If the Permit, or any other permit issued by the SJRWMD or any other controlling governmental authority requires monitoring or maintenance of wetland mitigation areas, the CDD (or the Association if such wetland mitigation areas are conveyed to the Association as common area) shall allocate sufficient funds in its annual operating budget to complete such monitoring or maintenance until SJRWMD and any other applicable controlling governmental authority, as applicable, determines that areas are successful in accordance with the Permit or other applicable permits.

Section 4. Rights of SJRWMD. SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Parcel Surface Water or Stormwater Management System.

Section 5. SJRWMD Permit. A Notice of Permit shall be recorded in the public records of the County with respect to the Permit. Copies of such Notice, the Permit and any future permit actions of the SJRWMD shall be maintained by the registered agent of the CDD for the benefit of the CDD, the Association, and the SJRWMD.

Section 6. Conservation Easements. Subject to any existing rights of record as of the date of the recording of any conservation easement, the following acts and activities are expressly prohibited within the boundaries of any conservation easements without the prior written consent of the SJRWMD or other grantee of such conservation easements: (i) construction or placing of buildings, roads, signs, billboards, or other advertising structures on or other structures on or above the ground, (ii) construction or placing of utilities on, below, or above the ground without appropriate local, state, and federal permits or other authorization, (iii) dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials, (iv) removal, mowing, or trimming of trees, shrubs or other vegetation, (v) application of herbicides, pesticides, or fertilizers, (vi) excavation, dredging or removal of loan, peat, gravel, soil rock or other material substances in such a manner as to affect the surface, (vii) surface use except for purposes that permit the land or water areas to remain in its natural

condition, (viii) any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and (ix) acts or uses detrimental to such retention of land or water areas. Conservation signage and any witness monuments shall not be removed from the area of the conservation easement. No owner of property within the Community may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easement described in the Permit and Plat, unless prior written approval from the SJRWMD is received.

Section 7. Littoral Areas. The ponds and wetlands within the Community and/or located outside of the Community may contain littoral areas which are required by State and County regulations to be vegetated with native plants and maintained in perpetuity. Littoral areas aid in shoreline stabilization and nutrient uptake, and provide habitat for native animal species. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the SJRWMD. Removal includes dredging, the application of herbicide, cutting of and the introduction of grass carp. The CDD may be responsible for the annual monitoring, if required by the Permit, and maintenance, including removal, of exotic nuisance plant species which may be located within the Parcel Surface Water or Stormwater Management System in accordance with the Permit and County code. Lot Owners whose Lot back to a lake bank shall be responsible to maintain the property from the Lot line to the water's edge on the lake bank in accordance with all applicable Permit and County code regulations.

## ARTICLE XVI

### INSURANCE AND HAZARD LOSSES

Section 1. Authority. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if available at commercially reasonable rates, for all insurable improvements on the Common Area. If blanket all-risk coverage is not available at commercially reasonable rates, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Insurance that shall be carried on the Common Areas, improvements located thereon and the personal property owned by the Association, to the extent provided in this Article XVI, shall be governed by the following provisions:

Section 2. Named Insured. All insurance policies upon the Common Areas, improvements located thereon and the personal property owned by the Association shall be purchased by the Association and shall be placed in a single agency or company, if possible, licensed by the State of Florida. The named insured shall be the Association. The Association has the authority to use their discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable, or may be cost prohibitive.

Section 3. Coverage. The Association shall use its best efforts to maintain insurance covering the following:

(a) Casualty. The Common Areas including any structures thereon, and all fixtures, installations or additions comprising that part of the Common Areas to be insured under the Association's policy(ies) and such improvements from time to time, together with all

fixtures, building service equipment, personal property and supplies constituting the Common Areas or owned by the Association (collectively the “**Insured Property**”), shall be insured in an amount not less than 100% of the full insurance replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(b) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

(c) Such Other Risks as from time to time are customarily covered with respect to the Common Areas and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(d) Flood Insurance. If any part of the Common Areas, improvements located thereon and the personal property owned by the Association is in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, the Association may maintain a master or blanket policy of flood insurance. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program.

(e) Liability Insurance. If the policy does not include “severability of interest” in its terms, a specific endorsement must be obtained to preclude the insurer’s denial of an Owner’s claim because of negligent acts of the Association or of other Owners.

(f) Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Areas, improvements located thereon and the personal property owned by the Association and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

(g) Workmen’s Compensation Insurance. The Association shall obtain workmen’s compensation insurance in order to meet the requirements of law, as necessary.

(h) Directors and Officers Liability Insurance. The Association shall obtain directors and officers liability insurance providing such coverage as the Board of Directors of the Association may determine from time to time.

(i) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

Section 4. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 5. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other

incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of the Annual Assessments.

Section 6. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

## ARTICLE XVII

### GENERAL PROVISIONS

Section 1. Covenants Run With Land. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration, and (b) the Articles of Incorporation and Bylaws of the Association. The Association shall be the entity responsible for the operation and maintenance of the Common Area.

Section 2. Enforcement. The Declarant or the Association shall have the right during the Development Period to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. After the Development Period, the Declarant, Association or any Lot Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges, rights and obligations now or hereafter imposed by the provisions of this Declaration. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by these covenants, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Duration. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. In the event the Association ceases to exist, any Owner may petition the Circuit Court for the appointment of a receiver to manage the affairs of the Association and all Common Area and the corresponding infrastructure will be dedicated or conveyed to a similar non-profit organization or entity to assure continued maintenance and operation.

Section 5. Amendment. So long as there is a Class B Membership, and subject to such limitations as provided by law, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners. Such amendments shall not require the consent of the Institutional First Mortgagees or any other mortgage lenders and shall become effective when executed by Declarant and recorded in the Public Records of the County. After the Class B Membership terminates and except for those terms which specify a required vote for amendment, all other terms this Declaration may be amended by consent of not less than two-thirds of the votes of the Members present at a duly noticed meeting called for the purpose of voting on the amendment at which a quorum has been attained. In the event a meeting called for the purpose of amending this Declaration does not attain the required quorum, such meeting shall be adjourned and noticed to be reconvened in not more than 30 days. If the Association is still not able to attain a quorum at the second duly noticed meeting, the Association may again adjourn the meeting and notice the meeting for a third time to be reconvened within 30 days, provided at the third meeting, the quorum requirement shall be reduced by one-half to 15% of the Members attending in person or by proxy. The amendment may then be approved by two-thirds of the votes of the Members present at the meeting with the reduced quorum requirement. If the quorum is attained at the third noticed meeting and the amendment is not approved at such meeting or if the quorum is not attained, the amendment may not be brought before the Membership again for at least 90 days. Notwithstanding anything in this Declaration to the contrary, any amendment to this Declaration, the Articles or the Bylaws affecting any aspect of the Surface or Stormwater Management System must receive prior written approval of the SJRWMD. Any amendments must be properly executed and recorded in the Public Records of the County. Notwithstanding any provision of this Declaration to the contrary, no amendment to this Declaration that materially affects any right, privilege, duty or obligation of Declarant shall be adopted or effective without the written joinder and consent of Declarant.

Section 6. Remedies for Violation. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, or the Owner's family members, guests, contractors, invitees tenants, occupants or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee of the Association seated for the purpose of hearing such violation matters, at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the committee after which the committee shall hear reasons why a fine(s) should not be imposed. A written decision of the committee shall be submitted to the Owner by not later than fifteen (15) days after the committee's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses at such hearing.

(c) Amounts: The Board of Directors of the Association (if the committee's findings are made against the Owner) may impose an Individual Assessment against the Lot owned by the Owner as follows:

(1) First non-compliance or violation which is of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day not to exceed One Thousand and No/100 (\$1,000.00) Dollars in the aggregate.

(2) Second non-compliance or violation which is of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. Subject to the limitations of Section 720.305, Florida Statutes, fines shall be treated as an Individual Assessment subject to the provisions for the collection of Assessments as set forth herein.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors of the Association.

(g) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled, including the suspension of rights in accordance with Section 720.305, Florida Statutes; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(h) Right of Entry. In addition to the foregoing rights, whenever (a) there has been built within the Property any structure which is in violation of this Declaration, or in the event of any damage or destruction of any of the Property or portion thereof by an Owner or any of the Owner's family members, guests, invitees, contractors, tenants or occupants, or (b) any portion of the Lot and/or Home owned by an Owner or any structure on such Owner's Lot has fallen into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, a duly authorized representative of the Association may enter upon the Property where such violation, damage or destruction exists and summarily abate, remove or correct the same at the expense of the Owner; provided, however, that the Association shall then make the necessary repairs, constructions, etc., to insure that the Lot and/or improvements where such violation occurred is restored to the same condition in which it existed (or should have existed) prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. All amounts expended by the Association, together with interest thereon at the rate of eighteen (18%) percent per annum from thirty (30) days after the date of notification of the violation and all costs and reasonable attorneys' fees incurred by the Association shall be treated as an Individual Assessment subject to the provisions for the collection of Assessments as set forth herein.

Section 7. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles or Bylaws, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles or Bylaws.

Section 8. Instruments Governing Common Area and Owners of Lots. This Declaration and the Articles and Bylaws, and any lawful amendments thereto shall govern the Common Area and the rights, duties and responsibilities of the Owners of Lots.

Section 9. HUD/FHA, VA, FNMA Approval. If the Property is approved by the Department of Housing and Urban Development ("HUD") as a Planned Unit Development, as long as there is a Class B Membership, the following actions may require the prior approval of HUD/FHA or the Veterans Administration or the Federal National Mortgage Association: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, and amendment of this Declaration affecting or modifying rights of Institutional First Mortgagees hereunder.

Section 10. Agreements for Professional Management. Any agreement for professional management, or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement must provide for the termination by either party without cause or payment of a termination fee on sixty (60) days or less written notice.

Section 11. Declarant's Disclaimer of Representations. Notwithstanding anything to the contrary herein, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the development of the Property or surrounding land can or will be carried out, or that any real property now owned or hereafter acquired by the Declarant is or will be subjected to this Declaration, or that any such real property (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant harmless therefrom.

Section 12. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owner by United States First Class Mail, postage prepaid, at the address of the Home situated upon the Lot. Such notices shall be deemed given when deposited in the United States Mail. Any Owner may change his mailing address by written notice given to the Declarant or the Association in the official records of the Florida Department of State, Division of Corporations, or the official address of the Association as it may be designated from time to time.

Section 13. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 14. Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration, the Articles and the Bylaws shall control in that order.

Section 15. CABLE TELEVISION, TELEPHONE, INTERNET AND HOME SECURITY MONITORING SERVICES. THE DECLARANT AND/OR THE ASSOCIATION IS NOT OBLIGATED TO BUT MAY ENTER TO ONE OR MORE AGREEMENTS WITH A CABLE TELEVISION PROVIDER, TELEPHONE SERVICE PROVIDER, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY PURSUANT TO WHICH ALL OF THE OWNERS WILL BE PROVIDED CABLE TELEVISION AND/OR TELEPHONE SERVICE AND/OR INTERNET SERVICE AND/OR HOME SECURITY MONITORING SERVICES, THE COST OF WHICH MAY BE CHARGED AS ASSESSMENTS. IF DECLARANT ENTERS INTO ANY SUCH AGREEMENT WITH RESPECT TO THE COMMUNITY OR THE TWIN CREEKS NORTH/BEACHWALK DEVELOPMENT, DECLARANT MAY ASSIGN ANY SUCH AGREEMENT IN WHOLE, OR IN PART, TO THE ASSOCIATION, OR OTHERWISE REQUIRE THE ASSOCIATION TO BECOME A PARTY TO SUCH AGREEMENT.

DECLARANT HAS GRANTED CERTAIN EASEMENTS AND RIGHTS TO BELLSOUTH TELECOMMUNICATIONS, LLC ("AT&T") TO ENABLE AT&T TO PROVIDE CERTAIN SERVICES TO THE PROPERTY, INCLUDING WITHOUT LIMITATION CABLE TELEVISION, TELEPHONE SERVICE AND INTERNET SERVICE. TO THE EXTENT PERMITTED BY LAW, THE ASSOCIATION MAY REFUSE ENTRY INTO THE PROPERTY BY ANY REPRESENTATIVE OF ANY CABLE TELEVISION COMPANY, TELEPHONE SERVICE PROVIDER, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANIES OTHER THAN AT&T AND ANY OTHER CABLE TELEVISION PROVIDER, TELEPHONE SERVICE PROVIDER, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY WHICH HAS ENTERED INTO AN AGREEMENT WITH DECLARANT AND/OR THE ASSOCIATION. DECLARANT FOR SO LONG AS THERE IS CLASS B MEMBERSHIP, AND THEREAFTER THE ASSOCIATION, SHALL HAVE THE RIGHT TO APPROVE, CONTROL, LIMIT AND/OR PROHIBIT THE DEDICATION OF EASEMENTS WITHIN THE COMMUNITY FOR THE PROVISION OF ANY CABLE TELEVISION, TELEPHONE, INTERNET AND/OR SECURITY MONITORING SERVICES BY ANY SERVICE PROVIDER OTHER THAN THOSE SERVICE PROVIDERS WHO HAVE ENTERED INTO AN AGREEMENT WITH DECLARANT AND/OR THE ASSOCIATION. IN THE EVENT THE DECLARANT AND/OR THE ASSOCIATION ENTERS INTO AN AGREEMENT FOR SECURITY MONITORING TO BE PROVIDED TO THE OWNERS, DECLARANT AND THE ASSOCIATION WILL HAVE NO LIABILITY OF ANY KIND OR NATURE DUE TO THE FAILURE OF THE SECURITY MONITORING COMPANY TO DETECT OR REACT TO ANY FIRE, UNAUTHORIZED ENTRY, OR OTHER SECURITY PROBLEM IN ANY HOME.

Section 16. LIMITATION OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "**ASSOCIATION DOCUMENTS**"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR

USER OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILY MEMBERS, GUESTS, INVITEES, TENANTS, OCCUPANTS, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING USE OF ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OF MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT AND ITS EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS AND AFFILIATES, EACH OF WHICH SHALL BE FULLY PROTECTED HEREBY.

Section 17. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT,

BUILDERS, THE ASSOCIATION, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS AND SUBCONTRACTORS (TOGETHER THE “**LISTED PARTIES**”) WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, OR BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS OR ANIMALS (INCLUDING BUT NOT LIMITED TO, PETS AND SERVICE ANIMALS) UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, IF ANY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT ENTRY GATES, IF INSTALLED, MAY BE OPEN DURING ANY PERIODS OF CONSTRUCTION AND SALES AT ANY TIMES OR ALL TIMES IN THE SOLE DISCRETION OF THE DECLARANT OR THE ASSOCIATION (iv) THE LISTED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (v) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (vi) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT AND BUILDERS TO ACQUIRE, IMPROVE, SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

Section 18. Notices and Disclaimers as to Water Bodies. THE LISTED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CREEK, STREAM OR OTHER WATER BODY WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY WITHIN THE PROPERTY AND, ALL PERSONS USING SAME DO SO AT THEIR OWN RISK. ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE

MAY LIVE, HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE. NO OWNER, OCCUPANT OR USER OF THE PROPERTY SHALL FEED ANY WILDLIFE IN OR AROUND THE PROPERTY.

Section 19. Water Levels. ALL LAKES, PONDS, CREEKS, STREAMS OR OTHER WATER BODIES WITHIN THE PROPERTY ARE DESIGNED AS WATER MANAGEMENT AREAS AND ARE NOT DESIGNED AS AESTHETIC FEATURES. PERMITS FROM VARIOUS REGULATORY AGENCIES GOVERN THE CONTROL OF WATER LEVELS. DUE TO VARYING CLIMATIC CONDITIONS, ENVIRONMENTAL CONDITIONS AND OTHER CAUSES OUT OF THE CONTROL OF THE LISTED PARTIES, THE WATER LEVELS IN ANY SUCH WATER BODY, DEPENDING ON CONDITIONS, WILL RISE AND FALL AS OFTEN AS DAILY AND ON OCCASION THE WATER LEVEL MAY DECLINE SIGNIFICANTLY AND RESULT IN CHANGES TO THE APPEARANCE OF SUCH WATER BODIES WITHIN THE PROPERTY. THESE WATER LEVEL FUNCTIONS AND CHANGES IN THE APPEARANCE OF THE WATER BODIES WITHIN THE PROPERTY ARE CONSIDERED NORMAL OCCURRENCES. NONE OF THE LISTED PARTIES HAS CONTROL OVER SUCH WATER LEVEL FLUCTUATION OR ASSOCIATED IMPACTS TO PLANT GROWTH IN ANY OF THE WATER BODIES WITHIN THE PROPERTY. THEREFORE, THE OWNERS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO THEIR RESPECTIVE LOT, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING FROM OR RELATING IN ANY MANNER TO ANY OF THE WATER BODIES WITHIN THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WATER LEVEL FLUCTUATIONS.

Section 20. Twelve Mile Swamp Conservation Area. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE PROPERTY IS LOCATED IN CLOSE PROXIMITY TO THE TWELVE MILE SWAMP CONSERVATION AREA ("TMSCA") AND THE SJRWMD TEN-YEAR RESOURCE MANAGEMENT PLAN FOR THE TMSCA PROVIDES FOR PRESCRIBED BURNING WITHIN CERTAIN PORTIONS OF THE TMSCA, SILVICULTURAL GUIDELINES, AND FOREST RESOURCE MANAGEMENT TECHNIQUES THAT MAY RESULT IN INTENSE HEAT, HEAVY SMOKE AND AIRBORNE ASH IN OR AROUND THE COMMUNITY. EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY. EACH OWNER, OCCUPANT AND USER SHALL HEREBY ASSUMES ALL RISKS ASSOCIATED WITH SUCH ACTIVITIES IN THE TMSCA, INCLUDING, BUT NOT LIMITED TO, THE RISK OF PROPERTY DAMAGE. THE LISTED PARTIES ARE HEREBY RELEASED FROM AND SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), LIABILITY, CLAIMS OR EXPENSES ARISING FROM OR RELATING TO

THE AFORESAID ACTIVITIES. ANY USE OR OCCUPANCY OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING. THIS ACKNOWLEDGMENT IS A MATERIAL INDUCEMENT TO DECLARANT AND BUILDERS TO ACQUIRE, IMPROVE, SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

Section 21. Construction of Lagoon Facility. THE LAGOON FACILITY WILL BE DESIGNED AND CONSTRUCTED BY THE LAGOON ASSOCIATION AND ITS CONTRACTORS AND DECLARANT SHALL HAVE NO LIABILITY IN CONNECTION WITH SUCH DESIGN AND/OR CONSTRUCTION. THE DECLARANT AND THE ASSOCIATION MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LAGOON FACILITY OR THE DESIGN OR CONSTRUCTION THEREOF, AND SPECIFICALLY DISCLAIM ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL LOT OWNERS AND ALL USERS OF THE LAGOON FACILITY SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO THEIR RESPECTIVE LOT OR USE OF THE LAGOON FACILITY, TO HAVE AGREED TO RELEASE DECLARANT AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES AND AGENTS FROM ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), LIABILITY, CLAIMS AND/OR EXPENSES ARISING FROM OR RELATING TO THE OWNERSHIP, DESIGN, CONSTRUCTION, OPERATION AND/OR MAINTENANCE OF THE LAGOON FACILITY.

Section 22. Recreational Lake Facility Association. By acceptance of title to a Lot in the Community, each Owner is deemed to acknowledge that the Association is a member of the Recreational Lake Association. All Lots in the Community are encumbered by the Recreational Lake Facility Covenants and the rights and responsibilities of membership, including the rights to use certain facilities and the duty to pay assessments and other charges are contained in the Lake Facility Covenants, as well as all exhibits thereto and any rules and regulations promulgated in accordance with the Lake Facility Covenants. All Recreational Lake Facility Association Assessments due to the Recreational Lake Facility Association shall be remitted from the Association to the Recreational Lake Facility Association in accordance with this Declaration and the Recreational Lake Facility Documents. The failure to pay the Recreational Lake Facility Association Assessments could result in a lien against an Owners' Lot in accordance with this Declaration and the Recreational Lake Facility Covenants.

Section 23. Lagoon Association. By acceptance of title to a Lot in the Community, each Owner is deemed to acknowledge that the Association is a member of the Lagoon Association. All Lots in the Community are encumbered by the Lagoon Covenants and the rights and responsibilities of membership, including the rights to use certain facilities and the duty to pay assessments and other charges are contained in the Lagoon Covenants, as well as all exhibits thereto and any rules and regulations promulgated in accordance with the Lagoon Covenants. All Lagoon Association Assessments due to the Lagoon Association shall be remitted from the Association to the Lagoon Association in accordance with this Declaration and the Lagoon Association Documents. The failure to pay Lagoon Association Assessments could result in a lien against an Owners' Lot in accordance with this Declaration and the Lagoon Covenants.

Section 24. Club. By acceptance of title to a Lot in the Community, each Owner acknowledges that the Owner is required to be a member of the Club. All Lots in the Community are encumbered by the Club Declaration and the rights and responsibilities of membership, including the rights to use certain facilities and the duty to pay assessments and other charges are contained in the Club Documents. All Club Member Assessments due to the Club shall be remitted from the Owner to the Club in accordance with the Club Documents. The failure to pay Club Member Assessments could result in a lien against an Owners' Lot in accordance with the Club Declaration.

Section 25. Community Development District. EACH OWNER IS HEREBY ADVISED THAT THE COMMUNITY AND THE LOTS ARE WITHIN THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT. THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE LOTS. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO (i) ASSESSMENTS OF THE ASSOCIATION UNDER THIS DECLARATION AND (ii) COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.



**JOINDER**

TCN Parcel 13 Homeowners' Association, Inc., a not-for-profit Florida corporation, whose mailing address is 100 East Linton Blvd., Suite 211B, Delray Beach, Florida 33483, hereby approves and joins in the Declaration of Covenants, Conditions and Restrictions of TCN Parcel 13 and the Exhibits attached thereto, and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Declaration.

**In Witness Whereof**, TCN Parcel 13 Homeowners' Association, Inc., has executed this Joinder on this 26<sup>th</sup> day of September, 2017.

Signed, sealed and delivered  
in the presence of:

TCN Parcel 13 Homeowners' Association,  
Inc.

Zelica M. Quigley  
Name: Zelica M. Quigley

By: John T. Kinsey  
Name: John T. Kinsey  
Title: President  
(Corporate Seal)

John B. Kinsey  
Name: John B. Kinsey

STATE OF FLORIDA )  
 )  
:SS.  
COUNTY OF )

The foregoing instruction was acknowledged before me this 26 day of September 2017, by John T. Kinsey, as President of TCN Parcel 13 Homeowners' Association, Inc., a not-for-profit Florida corporation, on behalf of said Corporation. The foregoing person is well known to me.

Zelica M. Quigley  
Notary Public, State of Florida  
at Large

My Commission Expires:

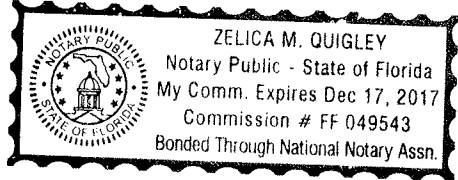


EXHIBIT "A"

PROPERTY

PARCEL NO. 13 OVERALL

A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 89°12'49" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 9, A DISTANCE OF 779.33 FEET, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED PURSUANT TO DEED RECORDED IN OFFICIAL RECORDS BOOK 4156, PAGE 1162 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 5370.21 FEET; THENCE NORTH 38°56'37" WEST, 221.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 387.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°48'28" WEST, 378.61 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 1111.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°33'19" WEST, 931.67 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7500.00 FEET, AN ARC DISTANCE OF 634.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69°59'12" WEST, 634.77 FEET; THENCE NORTH 17°35'16" WEST, 100.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 17°35'02" WEST, 53.16 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 45.00 FEET, AN ARC DISTANCE OF 6.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°09'28" WEST, 6.95 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 187.00 FEET, AN ARC DISTANCE OF 95.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°24'27" WEST, 94.58 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 20.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26°32'14" WEST, 19.97 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 15°01'06" WEST, 204.21 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 318.00 FEET, AN ARC DISTANCE OF 246.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°15'10" WEST, 240.66 FEET; THENCE NORTH 59°29'13" WEST, 74.44 FEET; THENCE NORTH 00°00'00" EAST, 416.79 FEET; THENCE NORTH 90°00'00" WEST, 1552.80 FEET; THENCE SOUTH 45°48'13" WEST, 1518.15 FEET; THENCE

SOUTH 44°13'24" EAST, 768.26 FEET; THENCE NORTH 88°52'04" EAST, 122.35 FEET; THENCE NORTH 67°37'36" EAST, 19.66 FEET; THENCE SOUTH 25°08'04" EAST, 5.71 FEET; THENCE NORTH 64°51'55" EAST, 101.16 FEET; THENCE SOUTH 25°08'05" EAST, 92.13 FEET; THENCE SOUTH 20°02'55" WEST, 69.06 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET, AN ARC DISTANCE OF 76.04 FEET, SAID ARC BEING SUBTENDEDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°19'10" EAST, 76.03 FEET; THENCE NORTH 20°10'40" EAST, 21.91 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 185.00 FEET, AN ARC DISTANCE OF 7.58 FEET, SAID ARC BEING SUBTENDEDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°54'37" WEST, 7.58 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1522.17 FEET, AN ARC DISTANCE OF 93.92 FEET, SAID ARC BEING SUBTENDEDED BY A CHORD BEARING AND DISTANCE OF NORTH 65°13'53" EAST, 93.91 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 185.00 FEET, AN ARC DISTANCE OF 11.35 FEET, SAID ARC BEING SUBTENDEDED BY A CHORD BEARING AND DISTANCE OF SOUTH 39°22'19" EAST, 11.35 FEET; THENCE SOUTH 69°49'20" EAST, 16.19 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 7600.00 FEET, AN ARC DISTANCE OF 1443.88 FEET, SAID ARC BEING SUBTENDEDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°01'31" EAST, 1441.70 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7400.00 FEET, AN ARC DISTANCE OF 408.04 FEET, SAID ARC BEING SUBTENDEDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°53'18" EAST, 407.99 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 62.00 FEET, AN ARC DISTANCE OF 15.79 FEET, SAID ARC BEING SUBTENDEDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°42'50" EAST, 15.75 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7385.55 FEET, AN ARC DISTANCE OF 102.58 FEET, SAID ARC BEING SUBTENDEDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°51'44" EAST, 102.58 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 62.00 FEET, AN ARC DISTANCE OF 15.54 FEET, SAID ARC BEING SUBTENDEDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°49'07" EAST, 15.50 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7353.00 FEET, AN ARC DISTANCE OF 130.26 FEET, SAID ARC BEING SUBTENDEDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°55'25" EAST, 130.26 FEET, TO THE POINT OF BEGINNING.

CONTAINING 73.56 ACRES, MORE OR LESS.



EXHIBIT "B"

ARTICLES



January 10, 2017

FLORIDA DEPARTMENT OF STATE

Division of Corporations

TCN PARCEL 13 HOMEOWNERS' ASSOCIATION, INC.  
100 EAST LINTON BLVD., SUITE 211B  
DELRAY BEACH, FL 33483

The Articles of Incorporation for TCN PARCEL 13 HOMEOWNERS' ASSOCIATION, INC. were filed on January 9, 2017, and assigned document number N17000000262. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H17000007748.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

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

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Sincerely,  
Nadira D McClees-Sams  
Regulatory Specialist II  
New Filings Section  
Division of Corporations

Letter Number: 217A00000525

Fax Audit Number: H17000007748 3

**ARTICLES OF INCORPORATION FOR  
TCN PARCEL 13 HOMEOWNERS' ASSOCIATION, INC.  
(a corporation not-for-profit)**

The undersigned, acting as Incorporator(s) of a corporation pursuant to Chapter 617, Florida Statutes, and Chapter 720, Florida Statutes, adopt(s) the following Articles of Incorporation:

**ARTICLE I - NAME**

The name of the corporation shall be the TCN Parcel 13 Homeowners' Association, Inc., a Florida corporation not for profit (the "Association").

**ARTICLE II - DEFINITIONS**

Each capitalized term used herein, except as otherwise defined herein, is defined in the Declaration of Covenants, Conditions, and Restrictions of TCN Parcel 13 (the "Declaration") recorded, or to be recorded, among the Public Records of St. Johns County, Florida by TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company (the "Developer") and shall have the same meaning or definition used herein as the meaning or definition ascribed thereto in the Declaration.

**ARTICLE III - PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS**

The principal place of business and mailing address of the corporation shall be 100 East Linton Blvd., Suite 211B, Delray Beach, Florida 33483.

**ARTICLE IV - PURPOSE(S)**

The corporation is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, subject to the extent applicable, to Chapter 720 of the laws of the State of Florida. The specific purposes for which the corporation is organized are:

Section 1. To promote the health, safety and social welfare of the Lot Owners within the Community as described in the Declaration.

Section 2. To own and maintain, repair and replace the property owned by the Association and the Common Areas and other items, including landscaping and other improvements in and/or benefiting said Association and Common Areas, for which the obligation to maintain and repair has been delegated.

Section 3. To enforce covenants and restrictions related to the Parcel Surface Water or Stormwater Management System(s) in a manner consistent with the requirements of the Permit and applicable SJRWMD rules, and perform any obligations related to the Parcel Surface Water or Stormwater Management System(s) which are specifically delegated or assigned to the Association.

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Section 4. To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems or other structures constructed, placed or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto, as provided in the Declaration.

Section 5. To operate without profit for the benefit of its Members.

Section 6. To perform all duties and obligations required of or delegated to the Association as a member of the Recreational Lake Facility Association and/or as set forth in the Recreational Lake Facility Covenants.

Section 7. To perform all duties and obligations required of or delegated to the Association as a member of the Lagoon Association and/or as set forth in the Lagoon Covenants.

Section 8. To perform all duties and obligations required of or delegated to the Association as set forth in the Club Documents.

Section 9. To perform those functions granted to or reserved by the Association in the Declaration.

#### ARTICLE V - GENERAL POWERS

The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws or the Declaration including, without limitation, the following:

Section 1. To hold funds solely and exclusively for the benefit of the Members for the purposes set forth in these Articles of Incorporation.

Section 2. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

Section 3. To delegate power or powers where such is deemed in the interest of the Association.

Section 4. To affix Assessments to be levied against Lots within the Property and the costs of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such Assessments.

Section 5. The Association shall levy and collect adequate Assessments against members of the Association for (a) the costs, if any, of any maintenance and operation of the Parcel Surface Water or Stormwater Management System, to the extent not levied and collected by the CDD; (b) payment of all assessments due to the Recreational Lake Facility Association;

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(c) payment of all assessments due to the Lagoon Association; and (d) the costs of performing any other maintenance obligations, operation obligations or other obligations or activities as set forth or permitted in the Declaration.

Section 6. To pay taxes and other charges, if any, on or against the Association property and the Common Area.

Section 7. To have all express powers conferred upon the Association by the Declaration, Chapter 617 and Chapter 720, Florida Statutes, except as prohibited herein.

Section 8. To engage in activities which will actively foster, promote and advance the common interests of all Owners of any portion of the Property, including contracting for services to be provided to the Association.

Section 9. To own, convey, buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein of the Association for purposes of advancing the common interests of all Owners of any portion of the Property.

Section 10. To borrow money for any purpose subject to all limitations in the Declaration or Bylaws.

Section 11. To sue and be sued.

Section 12. To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

Section 13. To operate and maintain Parcel Surface Water or Storm Water Management System, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplains compensation areas, wetlands and any associated buffers and wetland mitigation areas, preserve areas and conservation easements, as applicable and required by the Permit, and to contract for services to provide for such operation and maintenance, to the extent not operated and maintained by the CDD.

Section 14. To contract for services for the operation, maintenance, and management of Common Areas and all other property dedicated to or maintained by the Association.

Section 15. To mortgage or convey Common Area with the affirmative vote of at least two-thirds of the Class A Membership.

#### ARTICLE VI - MANNER OF ELECTION OF DIRECTORS

Directors shall be elected or appointed in accordance with the provisions of the Bylaws of the Association.

#### ARTICLE VII - MEMBERS

Section 1. Every Owner of a Lot shall be a Member of the Association and subject the terms and conditions of the Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Developer during the period of time the Developer is the Class B Member as provided below, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each of the Class A Member votes until the termination of the Class B Membership in accordance with the Bylaws.

#### ARTICLE VIII - DIRECTORS

Section 1. The Board of Directors of the Association shall be comprised of at least three (3) directors. The members of the Board of Directors (each a "Director") and their street addresses are:

John T. Kinsey	100 East Linton Blvd., Suite 211B Delray Beach, Florida 33483
Robert Furlong	10752 Deerwood Park Blvd. South Suite 100 Jacksonville, Florida 32256
Harry Thomas Rodgers, III	10752 Deerwood Park Blvd. South Suite 100 Jacksonville, Florida 32256

As long as Developer or its designated successor or assigns shall have the right to appoint the entire Board of Directors, Directors need not be Members of the Association and need not be residents of the State of Florida. All Directors appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed at any time by the Developer.

Section 2. At the first annual election to the Board of Directors where Directors are elected by the Members, the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years, with the other elected Directors to serve for a term of one (1) year. Elections shall be by plurality votes. All Directors shall hold office until the election of new directors at the next annual meeting or resignation of said Director. Each year thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them.

#### ARTICLE IX - OFFICERS

The officers of the Association (each an "Officer") shall be a President, a Vice President, a Secretary, an Assistant Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time, by resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the Officers who are to manage the affairs of the Association until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President:	John T. Kinsey 100 East Linton Blvd., Suite 211B Delray Beach, Florida 33483
Vice President and Assistant Secretary:	Robert Furlong 10752 Deerwood Park Blvd. South Suite 100 Jacksonville, Florida 32256
Secretary and Treasurer:	Harry Thomas Rodgers, III 10752 Deerwood Park Blvd. South Suite 100 Jacksonville, Florida 32256

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#### ARTICLE X- REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS

The street and mailing address of the Association's initial registered office is 100 East Linton Blvd., Suite 211B, Delray Beach, Florida 33483, and the name of the initial Registered Agent at such address is Twin Creeks Development Associates, LLC.

#### ARTICLE XI - CORPORATE EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall have perpetual existence. In the event of termination, dissolution or final liquidation of the Association, any Association obligations for the operation and maintenance of the Parcel Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with section 62-330.310, F.A.C., and be approved by the SJRWMD prior to such termination, dissolution or liquidation.

#### ARTICLE XII - BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles.

#### ARTICLE XIII - AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS

Section 1. So long as there is a Class B Membership, Declarant reserves the right to amend these Articles without the consent of the Lot Owners. Such amendments shall not require the consent of the Institutional First Mortgagees and shall become effective when executed by Declarant and recorded in the Public Records of the County, Florida. After the Class B Membership terminates and except for those terms which specify a required vote for amendment, all other terms of these Articles may be amended by consent of not less than two-thirds vote of the Members present at a duly noticed meeting called for the purpose of voting on the amendment at which a quorum has been attained. In the event a meeting called for the purpose of amendments hereto does not attain the required quorum, such meeting shall be adjourned and noticed to be reconvened in not more than 30 days. If the Association is still not able to attain a quorum at the second duly noticed meeting, the Association may again adjourn the meeting and notice the meeting again to be reconvened within 30 days, provided at the third meeting, the quorum requirement shall be reduced by one-half, to 15% of the Members. The amendment may then be approved by two-thirds of the votes of the Members present at the meeting with the reduced quorum requirement. If the quorum is attained at the third noticed meeting and the amendment is not approved at such meeting or the quorum is not attained, the amendment may not be brought before the membership again for at least 90 days. Notwithstanding the foregoing; (a) for so long as the Developer has the right to appoint the entire Board of Directors of the Association, the Developer or its successor or assign shall be permitted to unilaterally amend these Articles; and (b) for so long as Developer owns any portion of the Property, no amendment of these Articles shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer joins in the execution of the amendment.

Section 2. Such amendments shall be subject to the prior approval required by any appropriate governmental agency. Notwithstanding anything to the contrary herein contained, amendments for correction of scrivener's errors may be made by the Board of Directors of the Association alone without the need of consent of any other person. Notwithstanding the foregoing, matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Additionally, the provisions which are governed by the Bylaws of this Association may not be amended except as provided in the Bylaws.

Section 3. Any amendment to these Articles that would alter provisions related to the Parcel Surface Water or Stormwater Management System, conservation areas or any water management areas of the Common Areas must have the prior approval of the SJRWMD. Any such proposed amendments must be submitted to the SJRWMD for a determination of whether the amendment necessitates a modification to the Permit. If the proposed amendment necessitates a modification to the Permit, the modification to the Permit must be approved by the SJRWMD prior to the amendment to these Articles.

#### ARTICLE XIV - INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(a). Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for any act alleged to have been committed by such person in his capacity of Director or Officer of the Association, or in his capacity as a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(b) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or Officer of the Association, or by reason of his being or having been a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection

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with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

Section 2. The Board of Directors shall determine whether amounts for which a Director or Officer seeks indemnification were properly incurred and whether such Director or Officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

Section 3. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

#### ARTICLE XV - TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

Section 1. With the exception of Directors and Officers appointed by the Class B Members, any financial or familial interest of an Officer or Director in any contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or Officers are directors or officers, or have a financial interest, shall be disclosed, and further shall not be voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Section 2. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction, but must abstain from voting on the issue.

#### ARTICLE XVI - DISSOLUTION

The Association may be dissolved if three-fourths (3/4) of the votes cast at a duly held meeting of the Members of the Association vote in favor of dissolution, if permitted by the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any

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nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XVII – CONFLICTS

In the event of conflicts between the Declaration, Articles and Bylaws, the Declaration controls over these Articles and these Articles control over the Bylaws.

ARTICLE XVIII – INCORPORATOR

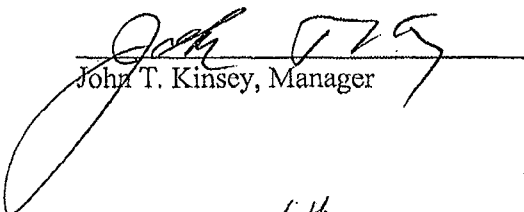
Name: Twin Creeks Development Associates, LLC

Address: 100 East Linton Blvd., Suite 211B, Delray Beach, Florida 33483

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as Incorporator thereof this 6<sup>th</sup> day of January, 2017.

INCORPORATOR:

Twin Creeks Development Associates, LLC,  
a Florida limited liability company

  
John T. Kinsey, Manager

STATE OF FLORIDA  
COUNTY OF PALM BEACH

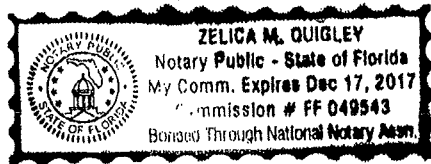
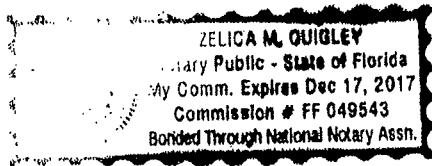
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of January, 2017, by John T. Kinsey as Manager of Twin Creeks Development Associates, LLC who is personally known to me or who has produced a Florida driver's license as identification.

  
Notary Public

Name: Zelica M. Quigley

Serial Number:

Commission Expires: 12/17/17



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**REGISTERED AGENT**

The undersigned hereby accepts appointment as Registered Agent of TCN Parcel 13 Homeowners' Association, Inc. this 6<sup>th</sup> day of January, 2017.

Twin Creeks Development Associates, LLC,  
a Florida limited liability company

By:

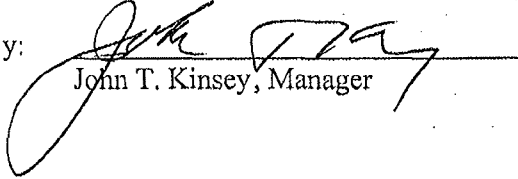
  
John T. Kinsey, Manager

EXHIBIT "C"

BYLAWS

**BYLAWS OF  
TCN PARCEL 13 HOMEOWNERS' ASSOCIATION, INC.**

A corporation not-for-profit organized  
under the laws of the State of Florida

1. Identity. These are the Bylaws of TCN PARCEL 13 HOMEOWNERS' ASSOCIATION, INC., (the "**Association**"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering the Community known as TCN Parcel 13 located in St. Johns County, Florida (the "**Property**").
  - 1.1 Principal Office. The principal office of the Association shall be at 100 East Linton Blvd., Suite 211B, Delray Beach, Florida 33483, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.
  - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
  - 1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.
2. Definitions. For convenience, these Bylaws shall be referred to as the "**Bylaws**" and the Articles of Incorporation of the Association as the "**Articles**." The other terms used in these Bylaws shall have the same definition and meaning as those set forth in that certain Declaration of Covenants, Conditions and Restrictions of TCN Parcel 13 (the "**Declaration**"), unless herein provided to the contrary, or unless the context otherwise requires.
3. Members. The members of the Association ("**Members**") shall be as specified in the Articles and the Declaration.
  - 3.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during October, November or December and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.
  - 3.2 Special Meeting. Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to the purposes stated in the notice of the meeting.

- 3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place within the Property. The notice of the annual meeting shall be hand delivered or sent by mail to each Owner, unless the Owner waives in writing the right to receive notice of the annual meeting by signing a waiver of notice, in person or by proxy, either before or after the meeting. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 12 hereof. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

Notice of Member annual or special meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 3.4 Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty percent (30%) of the votes of Members, unless a higher number is specifically provided elsewhere in the Declaration, the Articles or these Bylaws. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Member shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

3.5 Voting.

- (a) Classes of Voting Membership. The Association shall have two (2) classes of Members, each with voting rights as follows:

Class A. Class A Members shall be all Owners, including Declarant after the expiration of the Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot they own.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each vote Class A Members are entitled to cast at any time, thus giving the Class B Member a three-fourths (3/4ths) majority of votes in the Association. The Class B Membership shall cease upon the first to occur of the following:

(i) three (3) months after ninety percent (90%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to third party purchasers other than Builders; or

(ii) thirty (30) days after the Declarant elects to terminate the Class B Membership by resignation of a majority Declarant-appointed directors and delivery to the Secretary of the Association of a certificate in recordable form, signed by Declarant and stating that Declarant elects to terminate the Class B Membership. Upon termination of the Class B Membership, Declarant shall retain any voting rights it may have as a Class A Member; or

(iii) as otherwise required by applicable law.

Notwithstanding the foregoing, Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Members" and "majority of the Owners" shall mean a majority of the votes of Members and not a majority of the number of Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater or lesser percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater or lower percentage of the votes of Members and not of the Members themselves.
- (c) Voting Owner. If a Lot is owned by one person, his right to vote shall be established by the roster of Members. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot according to the roster of Owners and filed with the Secretary of the Association. Such person need not be a Lot Owner, nor one of the joint owners. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote

for a Lot may be revoked by any record owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot is not on file or has been revoked, the vote of the Member(s) of such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Lot is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be an Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
  - (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.
  - (iii) If both are present at a meeting and concur, either one may cast the vote.
- (d) Corporation. If a Lot is owned by a corporation or other entity, the Manager, Member, General Partner, Chairman of the Board, President, Vice President, Secretary or Treasurer of the entity holding such Membership in the Association, and any like officer of a foreign corporation whether for profit or not for profit, holding a Membership in the Association, shall be deemed by the Association to have the authority to vote on behalf of the applicable entity and to execute proxies and written waivers and consents in relation thereto, unless before a vote is taken or a waiver of consent is acted upon the Association is provided with written evidence that such authority does not exist or is vested in some other officer or person. In the absence of such certification, the person executing any such proxies, waivers or consents or presenting himself or herself at a meeting as one of the parties entitled to act for the entity as set forth above, shall be for the purposes of this Section conclusively deemed to be duly elected, qualified and acting in such capacity and to be fully authorized to act for the entity. In the case of conflicting representation, the entity shall be deemed to be represented by its senior officer, in the order first stated in this subsection.

- 3.6 Proxies. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned and reconvened meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be dated, must state the date, time, and place of the meeting for which it was given, and signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Owners. If the proxy form expressly so provided, any proxy holder may appoint, in writing, a substitute to act in his place.
- 3.7 Adjourned Meetings. Adjournment of an annual meeting or a special meeting to a different date, time, or place must be announced at the meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to the notice provision of the Bylaws. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:
- (a) Call to order by President;
  - (b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
  - (c) Proof of notice of the meeting or waiver of notice;
  - (d) Reading of minutes;
  - (e) Reports of officers;
  - (f) Reports of committees;
  - (g) Appointment of inspectors of election;
  - (h) Determination of number of Directors;

- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- 3.9 Minutes of Meeting. Minutes of all meetings of the Members of the Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives or board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 3.10 Delinquent Members. If any Assessment or portion thereof imposed against a Member remains unpaid for ninety (90) days following its due date, such Member's voting rights in the Association shall be automatically suspended until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated. Delinquent Members shall not be eligible to serve on the Board of Directors.
- 3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action herein required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

Written consent shall not be effective to take the Association action referred to in the consent unless the consent is signed by the Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered in the manner required by this Section.

Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association, or received by the Secretary or other officer or agent of the Association.

A consent signed under this Section has the effect of a meeting vote and may be described as such in any document. Whenever action is taken pursuant to this

Section, the written consent of the Members consenting to such action or the written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of the Members.

Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

- 3.12 Recording. Any Member may tape record or videotape meetings of the Membership. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Membership.

#### 4. Directors

- 4.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3) prior to the Declarant's turnover of control of the Association to Members other than Declarant; of not less than three (3) after the Declarant's turnover of such control; and in no event more than five (5) "Directors", the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote of the Membership.

- 4.2 Election of Directors. The election of Directors shall be conducted in accordance with Chapter 720.306, Florida Statutes, and the following manner:

- (a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.
- (b) Nominations for Directors shall be made in advance of the meeting, no nominations shall be taken from the floor if ballots for the election are accepted prior to the election meeting.
- (c) The election shall be by written ballot (unless dispensed with by majority consent of the Owners represented at the meeting) and decided by a plurality of the votes cast for each candidate.
- (d) All Members of the Association shall be eligible to serve on the Board of Directors unless otherwise provided by Florida law, and a Member may nominate himself as a candidate for the Board.

- 4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members shall be filled by majority action of the remaining Director(s), provided that all vacancies in directorships to which Directors were appointed by the Declarant pursuant to the provisions of Section 4.17 hereof shall be filled by the Declarant without the necessity of any meeting.

- (b) Any Director elected by the Members may be removed from office with or without cause by the vote or agreement by a majority of all votes of the Membership. The vacancy in the Board so created shall be filled by the Members at the same meeting or at a meeting of the Members shortly thereafter. The conveyance of all Lots owned by a Director in the Community who owned one or more Lots at the time he was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Director.
- (c) Until a majority of the Directors are elected by the Members other than the Declarant, no Directors named by the Declarant shall be subject to removal by Members other than the Declarant. Directors appointed by the Declarant and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in there being no incumbent Directors, any Member may apply to the Circuit Court within whose jurisdiction the Property lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Association and post in a conspicuous place in the Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.4 Term. Except as provided herein or in the Articles to the contrary, the term of each Director's service shall extend until the annual meeting of the Members two years from the date of such Director's election and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.

- (a) All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney client privilege. Notices of all Board meetings must be posted in a conspicuous place in the Property at least 48 hours in

advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Property, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An Assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committees or other similar body, including anybody vested with the powers to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member.

- 4.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Members and notice of such meetings shall be posted conspicuously in the Community at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency. Members shall not be permitted to participate, and need not be recognized at any such meeting.
- 4.7 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the President or Secretary at the written request of two-thirds (2/3rds) of the Directors. Notice of the meeting shall be given personally by mail, telephone or telegraph to each Director, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Members and notice of a special meeting shall be posted conspicuously in the Property at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency. Members shall not be permitted to participate, and need not be recognized, at any such meeting.
- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).
- 4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
  - (b) Reading and disposal of any unapproved minutes;
  - (c) Reports of officers and committees;
  - (d) Election of officers;
  - (e) Unfinished business;
  - (f) New business;
  - (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.13 Minutes of Meetings. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at the Board meeting must be recorded in the minutes. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members or their authorized representative or board member at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 4.14 Recording. Any Member may tape record or videotape meetings of the Board of Directors. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Board of Directors.
- 4.15 Committees. The Board of Directors by resolution adopted by a majority of the full Board of Directors, may designate from among its Members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in the Articles of Incorporation or the Bylaws, shall have and may exercise all of the authority of the Board of Directors, except that

no such committee shall have the authority to:

- (a) Approve or recommend to Members actions or proposals required by this act to be approved by Members;
- (b) Fill vacancies on the Board of Directors or any committee thereof; or
- (c) Adopt, amend, or repeal the Bylaws.

The provisions of the Bylaws governing meetings, notice and waiver of notice, quorum and voting requirements of the Board of Directors shall apply to all committees and their Members as well.

Each committee must have two or more Members who serve at the pleasure of the Board of Directors. The Board, by resolution adopted, may designate one or more director(s) as alternative Members of any such committee who may act in the place instead of any absent Member at any meeting of such committee.

Neither the designation of any such committee, and delegation thereto of authority, nor action by such committee pursuant to such authority shall alone constitute compliance by any member of the Board of Directors not a member of the committee in question with his responsibility to act in good faith, in a manner he reasonably believes to be in the best interest of the Association, and with such care as an ordinary prudent person in a like position would use under similar circumstances.

4.16 Architectural Control Committee. As provided in the Declaration, the Board of Directors may create an Architectural Control Committee (“ACC”), composed of not less than three (3) nor more than five (5) persons appointed by the Board, or, in the Board’s discretion, the Board from time to time may constitute itself as the ACC. To the extent not inconsistent with the Declaration, the provisions of Section 4.15 shall apply to the ACC.

4.17 Declarant Control of Board; Turnover. So long as there shall be a Class B Membership as set forth in the Declaration, vesting voting control of the Association in the Declarant, the Declarant shall have the right to appoint and replace all Directors and Officers.

After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

The Declarant shall turn over control of the Association to Members other than the Declarant upon termination of the Class B Membership by causing a majority of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Declarant to elect a majority of the

Directors and assume control of the Association. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Members, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Declarant refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon (i) termination of the Class B Membership and (ii) resignation of all Declarant appointed Directors. Upon such turnover the Declarant shall retain all voting rights incident to its ownership of Lots and Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Lots in the Community.

Within a reasonable time after control of the Association is turned over to Members other than the Declarant, (but not more than ninety (90) days after such event) the Declarant shall deliver to the Association all property of the Members and of the Association held by or controlled by the Declarant, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration, and all amendments thereto. If a photocopy is provided, the Declarant must certify by affidavit that it is a complete copy of the actual recorded Declaration;
- (b) A certified copy of the Articles of Incorporation for the Association;
- (c) A copy of the Bylaws of the Association;
- (d) The Minute Books, including all minutes, and other books and records of the Association;
- (e) Any rules and regulations which have been adopted;
- (f) Resignations of resigning officers and Board members who were appointed by the Declarant;
- (g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association to the date of turnover. The records may be reviewed, at the Association's expense, by an independent certified public accountant;
- (h) Association funds or the control thereof;
- (i) All tangible personal property that is the property of the Association, and an inventory of such property;
- (j) Insurance policies;
- (k) Copies of any Certificates of Completion which may have been issued for

the Common Areas;

- (l) Any other permits issued by governmental bodies applicable to the Common Areas in force or issued within one (1) year prior to the date the Members take control of the Association;
- (m) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective with respect to the Common Areas;
- (n) A roster of Members and their addresses and telephone numbers, if known, as shown on the Association's records;
- (o) Leases to which the Association is a party, if applicable;
- (p) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Members have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and,
- (q) All other contracts to which the Association is a party.
- (r) All deeds to the Common Areas owned by the Association.
- (s) A list of the names, addresses and telephone numbers of all contractors, subcontractors and others in the employ of the Association at the time the control of the Association is turned over to Members other than Declarant.

4.18 Official Records. The Association shall maintain each of the following items, when applicable, which constitute the Official Records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace, if any;
- (b) A copy of the Bylaws of the Association and of each Amendment to the Bylaws;
- (c) A copy of the Articles of Incorporation of the Association and of each Amendment thereto;
- (d) A copy of the Declaration and a copy of each Amendment thereto;
- (e) A copy of the current Rules of the Association;
- (f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years;

- (g) A current roster of all Members and their mailing addresses and parcel identification;
- (h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility. Bids received by the Association for work to be performed must also be considered Official Records and must be kept for a period of one (1) year;
- (j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:
  - (i) Accurate, itemized, and detailed records of all records and expenditures.
  - (ii) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay Assessments, the due date and the amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
  - (iii) All tax returns, financial statements, and financial reports of the Association.
  - (iv) Any other records that identify, measure, record, or communicate financial information.

4.19 Inspection and Copying of Records. The Official Records shall be maintained within the State, in accordance with Chapter 720, and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This subsection may be complied with by having a copy of the Official Records available for inspection or copying in the Property.

- (a) The failure of the Association to provide access to the records within ten (10) business days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this subsection.
- (b) A Member who is denied access to the Official Records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this subsection. The minimum damages are to be \$50.00

per calendar day up to ten (10) days, the calculation to begin on the eleventh (11th) business day after receipt of the written request.

- (c) The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the Official Records, including, without limitation, the costs of copying so long as such costs are in accordance with the provisions of Chapter 720. The Association shall maintain an adequate number of copies of the recorded governing documents, to insure their availability to Members, and prospective members and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

5. Powers and Duties. The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board by the Members. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein or in the Articles or Declaration), the following:

- (a) Operating and maintaining the Common Areas and other property owned by the Association.
- (b) Determining the expenses required for the operation of the Association.
- (c) Collecting the Assessments of the Association from all Owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas and other property owned by the Association.
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Property and any Association Property, subject to a right of the Members to overrule the Board as provided in Section 15 hereof.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee.
- (h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (i) Selling, leasing, mortgaging or otherwise dealing with Lots acquired by

the Association.

- (j) Settling or compromising claims of or against the Association in which all Members have a common interest.
- (k) Obtaining and reviewing insurance for the Common Areas and other property owned by the Association.
- (l) Making repairs, additions and improvements to, or alterations of, the Common Areas in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (m) Enforcing obligations of the Members, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Property.
- (n) Levying fines against appropriate Members for violations of the Declaration or rules and regulations established by the Association to govern the conduct of such Members.
- (o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Areas or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the holders of at least two-thirds (2/3rds) of the votes of the Membership represented at a meeting of Members at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required. If any sum borrowed by the Board on behalf of the Association pursuant to the authority contained in this subsection (o) is not repaid by the Association, any Member who pays to the creditor such portion thereof as his interest in the property owned by the Association bears, to the interest of all the Members in the property owned by the Association, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Member's Lot. The Association shall take no action authorized in this subsection without the prior written consent of the Declarant as long as the Declarant owns any Lots.
- (p) Contracting for the management and maintenance of the Common Areas or other property owned by the Association and authorizing a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas or other Association property with funds as shall be

made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

- (q) At its discretion, authorizing Members or other persons to use portions of the Common Areas or other property owned by the Association for private parties and gatherings and imposing reasonable charges for such private use.
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these Bylaws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.
- (s) Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Lots, not to exceed the maximum amount permitted by law in any one case.
- (t) Contracting with and creating special taxing districts.
- (u) Adopt and appoint committees.
- (v) Electing the Association's Voting Representative for the Recreational Lake Facility Association and directing the manner in which such Voting Representative for the Recreational Lake Facility Association is to vote the votes allocated to the Association as a member of the Recreational Lake Facility Association as provided under the Recreational Lake Facility Covenants and the Articles of Incorporation of the Recreational Lake Facility Association, and the Bylaws of the Recreational Lake Facility Association (collectively, the "**Recreational Lake Facility Association Documents**").
- (w) Electing the Association's Voting Representative for the Lagoon Association and directing the manner in which such Voting Representative for the Lagoon Association is to vote the votes allocated to the Association as a member of the Lagoon Association as provided under the Lagoon Covenants and the Articles of Incorporation of the Lagoon Association and the Bylaws of the Lagoon Association (collectively, the "**Lagoon Association Documents**").

The same person may serve as the Voting Representative for the Lagoon Association and the Voting Representative for the Recreational Lake Facility Association.

Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating, or

otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, (ii) collecting of debts owned to the Association, (iii) bringing any contest or appeal of tax Assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of the Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by seventy-five percent (75%) of the vote of the Members of the Association.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected by the Board and who may be preemptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. The President and Vice-President shall be Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Members.
- 6.2 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.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.
- 6.4 Secretary/Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He/she shall attend to the giving of all notices to the Members and Directors and other notices required by law. He/she shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He/she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President. The Assistant Secretary may exercise any of the powers and/or perform any of the duties of the Secretary. The Assistant Secretary shall also assist the Secretary and exercise such other powers and perform such other duties as otherwise may be prescribed by the Directors.

- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.
- 6.6 Declarant Appointees. No officer appointed by the Declarant may be removed except as provided in Section 4.17 hereof and by law.
7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but may be compensated for services performed outside the scope of their service as officers or Directors.
8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of the Declarant or other Directors or officers who are not Owners when elected or appointed) shall constitute a written resignation of such Director or officer.
9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

(a) Adoption By Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the expenses of the Association, determine the amount of Assessments payable by the Members to meet the expenses of the Association, and allocate and assess such expenses among the Members, in accordance with the provisions of the Declaration.

The budgets must reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year including all fees and charges for exterior maintenance, landscaping, upkeep and insurance, if applicable, of Common Areas and structures thereon. In addition to the annual operating expenses, and to the extent applicable, the budgets may include reserve accounts for capital expenditures and deferred maintenance. Reserves, however, may be waived in accordance with the Declaration and applicable Florida law. In the event of such waiver, the budget need not reflect or include reserve accounts for capital expenditures and deferred maintenance; provided, however the budget shall contain a disclosure stating reserves have been properly waived.

The adoption of the budgets for the Association by the Board shall comply with

the requirements hereinafter set forth. A copy of the proposed budget shall be made available to each Member or mailed to each Member not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The Board shall have the power to adopt the budget at the duly noticed meeting by a majority vote.

(b) Adoption by Membership. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(a) above, the Board may call a special meeting of Members for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board may propose a budget in writing to all Members of the Association or a specified sub-group of Members, where applicable. If either such budget is adopted by a majority of the votes of Members to which the budget applies, present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year.

- 9.2 Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.
- 9.3 Acceleration of Assessment Installments upon Default. If a Member shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the Annual Assessment upon written notice to such Member, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.
- 9.4 Fidelity Bonds. Fidelity bonds may be required by the Board for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board, but no less than \$10,000 for each such person so bonded, if any. The premiums on such bonds shall be paid by the Association as a common expense of the Association.
- 9.5 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Members or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a

record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare or contract with a third party to prepare and complete a financial report for the previous twelve (12) months. Within 21 days after the final financial report is completed by the association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the annual financial report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Chapter 720, Florida Statutes, and may consist of either financial statements presented in conformity with general accepted accounting principals or a financial report of actual receipts and expenditures, cash basis, which report must show the amounts of receipts by accounts and receipt classifications and may show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for Common Areas;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses;
- (j) General reserves, maintenance reserves and depreciation reserves; and
- (k) Beginning and ending cash balances of the Association.

9.6 Application of Payment. All payments made by a Member shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.

9.7 Notice of Meetings. Notice of any meeting where Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

9.8 Declarant Exemption From Assessments for Lawsuits. The Declarant shall not be liable for the payment of any Assessments applicable to Lots it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Declarant.

10. Voting Representative for the Recreational Lake Facility Association. The Association is a member of the Recreational Lake Facility Association. Pursuant to the terms of the Recreational Lake Facility Association Documents, the Association is entitled to one (1) vote for each Lot within the TCN Parcel 13 Community, all of which votes are to be cast by a Voting Representative for the Recreational Lake Facility Association appointed by the Association in the manner set forth below. This Voting Representative for the Recreational Lake Facility Association shall also serve as a member of the Board of Directors of the Recreational Lake Facility Association after the Turnover Date under the Recreational Lake Facility Covenants.

10.1 Appointment/Election of Voting Representative for the Recreational Lake Facility Association. So long as there shall be a Class B Membership as set forth in the Declaration, the Declarant shall have the right to appoint and replace the Association's Voting Representative for the Recreational Lake Facility Association. After the Declarant relinquishes control of the Association, the Association's Voting Representative for the Recreational Lake Facility Association shall be elected by a majority of the Board of Directors at a meeting of the Board which takes place at least thirty (30) days prior to the annual meeting of the Members of the Recreational Lake Facility Association. Except as otherwise set forth herein, (a) the first Voting Representative for the Recreational Lake Facility Association elected by the Board of Directors shall remain in such position from the time of such election until the day prior to the second annual meeting of the Recreational Lake Facility Association occurring after his or her election; and (b) subsequent Voting Representatives for the Recreational Lake Facility Association elected by the Board of Directors shall serve in such position for a period commencing on the day of the first annual meeting of the Recreational Lake Facility Association occurring after their election and ending on the day prior to the next following annual meeting of the Recreational Lake Facility Association. No later than fifteen (15) days prior to each annual meeting of the Recreational Lake Facility Association, the Secretary of the Association shall provide a written certificate to the Recreational Lake Facility Association advising the name of the Voting Representative for the Recreational Lake Facility Association that was appointed by Declarant or elected by the Board of Directors, as applicable.

10.2 Vacancies and Removal of Voting Representative for the Recreational Lake Facility Association. Any vacancy in the position of the Association's Voting Representative for the Recreational Lake Facility Association occurring during the time that Class B Membership is in effect shall be filled by the Declarant. Additionally, during the time that Class B Membership is in effect, no Voting Representative for the Recreational Lake Facility Association appointed by the

Declarant shall be subject to removal by Members other than Declarant. Any Voting Representative for the Recreational Lake Facility Association appointed by the Declarant may be removed and replaced by the Declarant without the necessity of any meeting. After the Declarant relinquishes control of the Association, the Association's Voting Representative for the Recreational Lake Facility elected by the Board of Directors may be removed from this position with or without cause by the vote or agreement of a majority of the Board of Directors. The conveyance of all Lots owned by a Voting Representative for the Recreational Lake Facility Association who owned one or more Lots at the time he or she was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Voting Representative for the Recreational Lake Facility Association. Except as to vacancies resulting during the time that Class B Membership is in effect, vacancies in the position of Voting Representative for the Recreational Lake Facility Association shall be filled by majority action of the Directors. In all events, any removal or replacement of the Association's Voting Representative for the Recreational Lake Facility Association must not take place within five (5) days of any duly noticed special or annual meeting of the Recreational Lake Facility Association.

10.3 Voting Representative for the Recreational Lake Facility Association Voting on Recreational Lake Facility Association Matters. The votes allocated to the Association under the Recreational Lake Facility Association Documents shall be exercised by the Voting Representative for the Recreational Lake Facility Association in the manner directed by the Board of Directors. Additionally, the vote of the Association's Voting Representative for the Recreational Lake Facility Association as a member of the Board of Directors of the Recreational Lake Facility Association shall also be exercised by the Voting Representative for the Recreational Lake Facility Association in the manner directed by the Board of Directors of the Association.

11. Voting Representative for the Lagoon Association. The Association is a member of the Lagoon Association. Pursuant to the terms of the Lagoon Association Documents, the Association is entitled to one (1) vote for each Lot within the TCN Parcel 13 Community, all of which votes are to be cast by a Voting Representative for the Lagoon Association appointed by the Association in the manner set forth below. This Voting Representative for the Lagoon Association shall also serve as a member of the Board of Directors of the Lagoon Association after the Turnover Date under the Lagoon Covenants.

11.1 Appointment/Election of Voting Representative for the Lagoon Association. So long as there shall be a Class B Membership as set forth in the Declaration, the Declarant shall have the right to appoint and replace the Association's Voting Representative for the Lagoon Association. After the Declarant relinquishes control of the Association, the Association's Voting Representative for the Lagoon Association shall be elected by a majority of the Board of Directors at a meeting of the Board which takes place at least thirty (30) days prior to the annual meeting of the Members of the Lagoon Association. Except as otherwise set forth herein, (a) the first Voting Representative for the Lagoon Association elected by

the Board of Directors shall remain in such position from the time of such election until the day prior to the second annual meeting of the Lagoon Association occurring after his or her election; and (b) subsequent Voting Representatives for the Lagoon Association elected by the Board of Directors shall serve in such position for a period commencing on the day of the first annual meeting of the Lagoon Association occurring after their election and ending on the day prior to the next following annual meeting of the Lagoon Association. No later than fifteen (15) days prior to each annual meeting of the Lagoon Association, the Secretary of the Association shall provide a written certificate to the Lagoon Association advising the name of the Voting Representative for the Lagoon Association that was appointed by Declarant or elected by the Board of Directors, as applicable.

- 11.2 Vacancies and Removal of Voting Representative for the Lagoon Association. Any vacancy in the position of the Association's Voting Representative for the Lagoon Association occurring during the time that Class B Membership is in effect shall be filled by the Declarant. Additionally, during the time that Class B Membership is in effect, no Voting Representative for the Lagoon Association appointed by the Declarant shall be subject to removal by Members other than Declarant. Any Voting Representative for the Lagoon Association appointed by the Declarant may be removed and replaced by the Declarant without the necessity of any meeting. After the Declarant relinquishes control of the Association, the Association's Voting Representative for the Lagoon Association elected by the Board of Directors may be removed from this position with or without cause by the vote or agreement of a majority of the Board of Directors. The conveyance of all Lots owned by a Voting Representative for the Lagoon Association who owned one or more Lots at the time he or she was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Voting Representative for the Lagoon Association. Except as to vacancies resulting during the time that Class B Membership is in effect, vacancies in the position of Voting Representative for the Lagoon Association shall be filled by majority action of the Directors. In all events, any removal or replacement of the Association's Voting Representative for the Lagoon Association must not take place within five (5) days of any duly noticed special or annual meeting of the Lagoon Association.
- 11.3 Voting Representative for the Lagoon Association Voting on Lagoon Association Matters. The votes allocated to the Association under the Lagoon Association Documents shall be exercised by the Voting Representative for the Lagoon Association in the manner directed by the Board of Directors. Additionally, the vote of the Association's Voting Representative for the Lagoon Association as a member of the Board of Directors of the Lagoon Association shall also be exercised by the Voting Representative for the Lagoon Association in the manner directed by the Board of Directors of the Association.
12. Roster of Owners. The Association shall maintain current information regarding the title holders of all Owners. Such information shall be obtained by requiring each Member to

file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein.

Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.
14. Amendments. Except as otherwise provided in the Declaration, these Bylaws may be amended in the following manner:
  - 14.1 A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than 1/3 of the votes of Members of the Association present at duly noticed meeting at which a quorum has been attained. A majority of the Board shall thereupon adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.
  - 14.2 So long as there is a Class B Membership, Declarant reserves the right to amend these Bylaws without the consent of the Lot Owners. Such amendments shall not require the consent of the Institutional First Mortgagees and shall become effective when executed by Declarant and recorded in the Public Records of the County, Florida. After the Class B Membership terminates and except for those terms which specify a required vote for amendment, all other terms these Bylaws may be amended by consent of not less than two-thirds vote of the Members present at a duly noticed meeting called for the purpose of voting on the amendment at which a quorum has been attained. In the event a meeting called for the purpose of amendments hereto does not attain the required quorum, such meeting shall be adjourned and noticed to be reconvened in not more than 30 days. If the Association is still not able to attain a quorum at the second duly noticed meeting, the Association may again adjourn the meeting and notice the meeting again to be reconvened within 30 days, provided at the third meeting, the quorum requirement shall be reduced by one-half, to 15% of the Members. The amendment may then be approved by two-thirds of the votes of the Members present at the meeting with the reduced quorum requirement. If the quorum is attained at the third noticed meeting and the amendment is not approved at such meeting or the quorum is not attained, the amendment may not be brought before the membership again for at least 90 days. Notwithstanding the foregoing; (a) for so long as the Developer has the right to appoint the entire Board of Directors of the Association, the Developer or its successor or assign shall be permitted to unilaterally amend these Bylaws; and (b) for so long as Developer owns any portion of the Property, no amendment of these Bylaws shall make any changes

which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer joins in the execution of the amendment.

- 14.3 Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.
  - 14.4 If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.
  - 14.5 No amendment shall make any changes in the qualifications for membership or in the voting rights of Members without approval by all of the Members and the joinder of all Institutional First Mortgagees holding Institutional First Mortgages upon the Lot(s). No amendment shall be made that is in conflict with the Declaration or the Articles. Prior to the closing of the sale of all Lots within the Community, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint Directors pursuant to these Bylaws.
  - 14.6 No amendment to these Bylaws shall be made which discriminates against any Member(s), or affects less than all of the Members within the Community, without the written approval of all of the Members so discriminated against or affected.
  - 14.7 Upon the approval of an amendment to these Bylaws, the certificate of amendment shall be executed and a copy shall be recorded in the public records of the County.
  - 14.8 Notwithstanding the foregoing, the Federal Housing Administration and the Veterans Administration may have the right to veto any amendments to these Bylaws as long as there is a Class B Membership if such amendments require the review and approval of either agency in accordance with applicable regulations and if such agencies are providing financing to Homes in the Community.
15. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to Rules concerning the use and operation of the Community, except that subsequent to the date control of the Board is turned over by the Declarant to Members other than the Declarant, Members of a majority of the Lots represented at a meeting at which a quorum is present may overrule the Board with respect to the adoption or modification of any rules and regulations. Copies of such Rules shall be furnished by the Board to each affected Member not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Declarant.

16. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable; then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.
17. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
18. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.
19. Indemnification of Officers and Directors. Subject to the further provisions of this Section, the Association shall indemnify and hold harmless all officers and Directors, (and members of a Committee or Tribunal, as provided in Section 20.3 hereof) past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this Section may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this Section was effective.
20. Suspension of Privileges; Fines. In the event of an alleged violation of the Declaration, the Articles, these Bylaws or the Rules adopted hereunder, and after written notice of such alleged failure is given to the Member in the manner herein provided, the Board shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing and upon an affirmative vote of the Board, to suspend or condition said Member's and his family's, guests' and tenants' right to the use of the Common Areas (except for the portions thereof which are necessary as a means of ingress and egress) and to fine such Member. Any such suspension shall be for a period of not more than thirty (30) days for any noncontinuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. No fine shall

exceed the sum of \$100.00 per day per violation not to exceed \$1,000 in the aggregate. Repair or replacement costs shall not be deemed fines subject to the foregoing limitation. Any continuing violation shall be a separate violation for each day it continues. The failure of the Board to enforce the Rules, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws or by law shall be cumulative and none shall be exclusive. However, any individual must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any Rules adopted by the Association, before that Member may resort to a court of law for relief from any provision of the Declaration, the Articles, these Bylaws or the Rules. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as elsewhere provided in the Declaration and these Bylaws, shall not be subject to the provisions of this Section or require the notice and hearing provided for herein.

- 20.1 Written Complaint. A hearing to determine whether a right or privilege of a Member or any of his family or tenants (“**Respondent**”) under the Declaration or these Bylaws should be suspended or conditioned or a fine imposed shall be initiated by the filing of a written complaint (each, a “**Complaint**”) by any Member or by any officer or Director with the President or Secretary of the Association. The Complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare his defense. The Complaint shall specify the specific provisions of the Declaration, the Articles, these Bylaws or the Rules which the Respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.
- 20.2 Discovery. After initiation of a proceeding in which the Respondent is entitled to a hearing, the Respondent and the individual filing the Complaint, upon written request made to the other party, prior to the hearing and within fifteen (15) days after service by the Board of Directors of the Complaint or within ten (10) days after service of any amended or supplemental Complaint, is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as work product.
- 20.3 Tribunal. The Board shall appoint a tribunal of at least three Members (the “**Tribunal**”) where applicable upon receipt of a written Complaint. No member of the Tribunal shall be a Director, Officers or employee of the Association, nor shall any member of the Tribunal be involved in any prior investigation of the matter on behalf of the Board nor related by blood or marriage to either the complaining party or the Respondent. In appointing the members of the Tribunal, the Board should make a good faith effort to avoid appointing any Members who

are witnesses to the alleged violation giving rise to the Complaint or otherwise biased. The decision of the Board shall be final, except that the Respondent may challenge any member of the Tribunal for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence of the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge, without the President voting. If such challenge is sustained, the President shall appoint another Member to replace the challenged member of the Tribunal. All decisions of the Board in this regard shall be final. The Tribunal shall elect a Chairman. The Tribunal shall exercise all other powers relating to the conduct of the hearing. If the Tribunal, by majority vote does not approve a proposed fine or suspension, it may not be imposed.

20.4 Notice of Hearing. The Tribunal shall serve a notice of hearing, as provided herein, on all parties at least fourteen (14) days prior to the hearing.

20.5 Hearing.


- (a) Whenever the Tribunal has commenced to hear the matter and a member of the Tribunal is forced to withdraw prior to a final determination by the Tribunal, the remaining members shall continue to hear and decide the case. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Tribunal.
- (b) Each party shall have the right to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.
- (c) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.
- (d) Neither the accusing Member nor the allegedly defaulting Member must

be in attendance at the hearing. The hearing shall be open to attendance by all Members where applicable. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, these Bylaws, the rules and regulations or the workings of the Association.

- 20.6 Decision. The Tribunal will prepare written findings of fact and recommendations for consideration by the Board of Directors. The Tribunal shall make its determination only in accordance with the evidence presented to it and in accordance with these Bylaws. After all testimony and documentary evidence has been presented to the Tribunal, the Tribunal shall vote by secret written ballot upon the matter, with a majority of the entire Tribunal controlling. A copy of the findings and recommendations of the Tribunal shall be served by the President on each party in the matter and his attorney, if any. Disciplinary action and fines under the Declaration, these Bylaws or the rules and regulations shall be imposed only by the Board, and based upon the findings and recommendations of the Tribunal. The Board may adopt the recommendations of the Tribunal in their entirety, or the Board may reduce the proposed penalty and adopt the balance of the recommendations. In no event shall the Board impose more stringent disciplinary action than recommended by the Tribunal. The decision of the Board shall be in writing and shall be served in the same manner as the findings and recommendations of the Tribunal. The decision of the Board shall become effective ten (10) days after it is served upon the Respondent, unless otherwise ordered in writing by the Board. The Board may order reconsideration at any time within fifteen (15) days following service of its decision on the parties on its own motion or upon petition by a party.
- 20.7 Suspension of Privileges for Failure to Pay Assessments. The Association may, without notice of a hearing, or an opportunity for a hearing, impose a suspension upon any Member because of the failure of the Member to pay Assessments or other charges when due. However, in no event shall a suspension of common area use rights impair the right of an Owner or tenant of a Lot to have vehicular and/or pedestrian ingress to and egress from the Lot, including, but not limited to the right to park.

The foregoing was adopted as the Bylaws of TCN PARCEL 13 HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at its first meeting of the Board of Directors on the 28<sup>th</sup> day of September, 2017.

Approved:

  
John T. Kinsey, President

  
Attest: Harry Thomas Rodgers, III, Secretary