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THIS INSTRUMENT PREPARED BY
AND RETURN TO:
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COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

ABACO POINTE

Collier County, Florida

NOTICE: As provided in Article XIV Section 6 of this Declaration, each Unit Owner, by virtue of taking title to a Unit, hereby agrees that the deed of conveyance of the Unit to a third party shall specifically state that the Unit is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of Collier County, Florida. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Units.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ABACO POINTE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ABACO POINTE (the "**Declaration**") is made and executed this 31st day of July, 2019, by and among TOLL FL XIII LIMITED PARTNERSHIP., a Florida limited partnership, its successors and assigns, (hereinafter called "**Declarant**"), together with DRP FL 1, LLC, a Florida limited liability company ("**Land Owner**"), and joined by the Abaco Pointe Homeowners Association, Inc., a Florida not-for-profit corporation (the "**Association**"). Land Owner is executing this Declaration solely as the fee owner of portions of the land which this Declaration will encumber, and undertakes no other liability or responsibility as Declarant under this Declaration whatsoever.

WITNESSETH:

WHEREAS, Land Owner is the fee owner of certain real property ("**Lots**") within **ABACO POINTE**, a master planned community, which property is described on Exhibit "A" attached hereto and is also described in Article II of this Declaration ("**Property**");

WHEREAS, subject to the terms and conditions of the Option Agreement, as defined in Article I, Declarant has certain rights to acquire Lots owned by Land Owner within **ABACO POINTE**, and Declarant and Land Owner hereby desire to create upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of the real property and all of its future owners; and

WHEREAS, the Association is joining this Declaration in order to acknowledge its obligations hereunder.

NOW, THEREFORE, Declarant and Land Owner hereby declare that all of the real property described in Article II of this Declaration, together with any improvements constructed or to be constructed thereon, is and shall be owned, held, transferred, sold, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, easements, assessments and liens all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described in Article II and every part thereof and all of which shall run with the land and the title to the real property subject to this Declaration and shall be binding upon all parties having or acquiring any right, title or interest therein.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration or any Supplemental Declaration, shall have the following meanings:

1. "Abaco Pointe" is the name of the Community.

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2. "Applicable Law" means any and all applicable statutes, judicial determinations, ordinances, requirements, orders, rules and regulations of the State of Florida or the United States having the force of law and enacted or promulgated or issued by federal, state, regional, county or municipal governments or courts or by any of their respective departments, bureaus or offices or by any other governmental authorities with jurisdiction over the Condominium Property or over the ownership, design, construction, reconstruction, alteration, renovation, restoration, replacement, zoning, use, land use, operation, management, condition (including environmental and non-environmental conditions), repair or maintenance of the Property. Applicable Law shall be determined as it is constituted on the date this Declaration is recorded, unless otherwise provided in this Declaration with respect to a particular item.

3. "Architectural Review Requirements" means the design criteria and building guidelines promulgated by the Architectural Review Committee as more particularly described in Article IX of this Declaration.

4. "Area(s) of Common Responsibility" means the Common Area, together with those areas, if any, which by the terms of this Declaration, any Supplemental Declaration (as hereinafter defined), other applicable covenants, or by contract become the responsibility of the Association.

5. "Articles" means the Articles of Incorporation of Abaco Pointe Homeowners Association, Inc., attached hereto as Exhibit "B".

6. "Association" means Abaco Pointe Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Association is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

7. "Base Assessment" means assessments levied on all Units subject to assessment under Article VIII to fund Common Expenses for the general benefit of all Units, as more particularly described in Article VIII.

8. "Board of Directors" or "Board" mean the members of the Board of Directors of the Association as from time to time elected or appointed.

9. "Builder" means any Person which purchases one or more Units for the purpose of constructing improvements for later sale to consumers or parcels of land within the Community for further subdivision, development, and/or resale in the ordinary course of such Person's business.

10. "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit "C".

11. "Common Areas" means all real and personal property within the Community, which are declared herein or in any Supplemental Declaration to be the "Common Areas" or on any recorded subdivision plat of the Community, and all improvements thereto, which are designated for the use and enjoyment of all Owners, or which are otherwise dedicated, conveyed, leased or for which a license or use right is granted to the Association and which are intended to be devoted to the common use and enjoyment of some or all of the Owners, as more specifically provided herein. Each Common Area shall be designated, dedicated, conveyed, leased, licensed

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or have a use right granted to the Association at such time as is provided in the instrument that designates, dedicates, conveys, leases, licenses or grants a use right for such area of land to the Association. As used herein, "Common Areas" shall include, among other things, (i) all improvements and equipment located in or on the Common Areas, including, without limitation, private roadways, signage, gate houses, entry features, swales and berms, pedestrian paths and irrigation systems, (ii) any pools, recreational facilities, clubhouses and parking facilities designated as Common Areas in this Declaration, any Supplemental Declarations or on the Plat, (iii) the Water Management System, as permitted by SFWMD, including, but not limited to, all lakes, retention areas, Conservation Areas, water management areas, ditches, culverts, structures and related appurtenances, but shall exclude (x) any public utility installation located in or on the Common Areas thereon, including but not limited to water and sewer infrastructure (to the extent not conveyed to the County) (y) all portions of any Community Systems (as defined below), unless specifically designated as part of the Common Areas pursuant to a Supplemental Declaration by the Declarant, and (vi) any other property of Declarant not intended to be made Common Areas.

12. "Common Expenses" means the actual and estimated expenses of operating the Association, including, but not limited to, maintenance of the Common Areas, and Area(s) of Common Responsibility, services and any reasonable reserve, all as may be found necessary and appropriate by the Board pursuant to this Declaration, the Articles and the Bylaws. Common Expenses shall include but not be limited to costs and expenses incurred or expended by the Association for operation, maintenance and management of the Property for the maintenance, repair and/or replacement of roads, or other improvements benefiting the Property or any part thereof, property taxes and assessments against the Property (until such time as any of such taxes and assessments are made against the Units individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Property as a whole), insurance premiums as described in Article X, legal and accounting fees, management fees and operating expenses of the Property and the Association; maintenance, repairs and replacement (but only as to the Common Areas and Limited Common Areas, except for emergency repairs or replacements to individual Units deemed necessary to protect the Common Areas and if properly chargeable to the individual Unit concerned the Association may nevertheless thereafter charge such individual Unit Owner concerned), charges for utility, water and sewer used in common for the benefit of the Units and the Property and if not separately metered for each Unit and any bulk metered or bulk calculated utility services rendered to the Property or the Units for their benefit, cleaning and janitorial services for the Common Areas and Limited Common Areas, and liability incurred by the Association in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Property (i.e., reserves for replacements, operating reserve to cover deficiencies and unforeseen contingencies if such reserves are not waived), and all other expenses declared by the Board of Directors of the Association to be Common Expenses from time to time, and any and all other sums due from the Association under any lease, contract or undertaking for recreational facilities.

13. "Community" and/or "Property" means the real property and all other property described in Exhibit "A" attached hereto and incorporated herein by reference and interests therein, which is subject to this Declaration, together with such additional property now or hereafter made subject to this Declaration in accordance with Article II.

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14. "Community Systems" means and refers to any and all television (cable, satellite or otherwise), telecommunication, alarm/monitoring, electronic surveillance and/or monitoring systems intended to control access, internet, telephone, utility or other lines, conduits, wires, amplifiers, towers, antennae, satellite dishes, equipment, materials, installations and fixtures (including those based on, containing and serving future technological advances not now known), installed by Declarant, the Association or a third party provider, or pursuant to any grant of easement or authority by Declarant and/or the Association within the Community.

15. "Community-Wide Standard" means the standard of conduct, maintenance or other activity specifically determined by the Board of Directors or its committees.

16. "Conservation Areas" means those protected areas required by SFWMD for the Community, including, but not limited to wetland preservation areas, mitigation areas and upland buffers which are protected under conservation easements created pursuant to Section 704.06, Florida Statutes.

17. "County" means Collier County, Florida.

18. "Declarant" means TOLL FL XIII LIMITED PARTNERSHIP, a Florida limited partnership, or any successor or assign who has or takes title to any portion of the Property for development and/or sale and who is designated as the "Declarant" in a written instrument which the immediately preceding Declarant executes. The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. The Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. Any partial assignee that does not assume all of the obligations of the Declarant shall not be deemed the Declarant. So long as the Option Agreement remains in effect, any assignment of the Declarant's rights under this Declaration shall require the prior written consent of Land Owner. Any purported assignment without such consent shall be deemed void and of no force and effect. Notwithstanding the foregoing, in the event the Option Agreement is terminated prior to the purchase of all of the Lots from Land Owner by TOLL FL XIII LIMITED PARTNERSHIP, as evidenced by the recording of a Notice of Termination of Option, Land Owner shall, upon its election and recordation of a Notice of Assignment of Declarant's Rights, automatically become the Declarant under this Declaration with respect to the Lots owned by Land Owner, in which event all references to "Declarant" shall thereafter mean and refer only to Land Owner or its successors or assigns with respect to such Lots owned by Land Owner, and after which event TOLL FL XIII LIMITED PARTNERSHIP (or its successors or assigns) shall no longer be the Declarant under this Declaration with respect to the same; provided, however, that Land Owner shall not be liable to any person or entity for any act or omission of Declarant arising prior to the date Land Owner succeeds to Declarant's rights hereunder, including, without limitation, Declarant's failure to pay any amounts owing or to be paid or reserved for hereunder or as may otherwise be required by statute or at law or to perform any act or obligation required to be performed by Declarant hereunder or as may otherwise be required by statute or at law, and Land Owner shall assume the obligations under this Declaration only for matters and obligations arising or to be performed from and after the date Land Owner succeeds to Declarant's rights hereunder with respect to Land Owner's Lots, and Land Owner is hereby released and discharged from any and all obligations under this Declaration accruing prior to the date Land Owner succeeds to Declarant's rights hereunder or with respect to any Property owned by Declarant. TOLL FL XIII

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LIMITED PARTNERSHIP agrees to indemnify and hold Land Owner harmless for TOLL FL XIII LIMITED PARTNERSHIP's actions and/or inactions as Declarant, and for all costs, fees and expenses imposed upon Declarant accruing prior to the date that Land Owner succeeds to Declarant's rights hereunder. For all purposes hereunder, the term "Declarant" shall include any use of the term "developer" or other commonly used phrases indicative of a party granted the power and authority to subject real property to covenants, conditions, and restrictions typical of a Florida platted residential community.

19. "Home" shall mean a residential dwelling unit constructed within the Community which is designed and intended for use and occupancy as a single-family residence and includes but is not limited to a detached or attached single-family home, a zero lot line single family home, a residential unit contained in a townhouse or high-rise building, whether such residential unit is subject to condominium form of ownership, owned in fee simple or another form of ownership or possession, and includes any interest in land, Improvements, or other property appurtenant to the Home; provided, however, that no portion of any Community System, even if installed in a Home, shall be deemed to be a part of a Home unless and until the Association provides otherwise, if at all. The term "Home" may not reflect the same division of property as reflected on a Plat.

20. "Improvement(s)" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind, whether existing or hereafter constructed, located within the Community, including, but not limited to, buildings, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler pipes, gatehouses, roads, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, hedges, plantings, water bodies, water features, poles, swings, tennis courts, swimming pools, covered patios, screen enclosures, jogging, bicycling and walking paths, basketball backboards and hoops, signs, site walls, benches, mailboxes, decorative street lights and signs.

21. "Limited Common Area" means any and all real and personal property, easements, improvements, facilities and other interest, as more particularly described in Article III, Section 2 of this Declaration, which are reserved for the use of Owner(s) and/or Neighborhood(s) of certain Units to the exclusion of other Owner(s) and/or other Neighborhoods of certain Units.

22. "Lots" mean any and all real property located within the Community that is owned by Land Owner.

23. "Member" means all those Owners who are members of the Association as provided in Article IV, Section 1, hereof.

24. "Neighborhood" means two or more Units which share interests other than those common to all Units, as more particularly described in Article IV, Section 3. By way of illustration and not limitation, a condominium, townhome development, cluster home development or single-family detached or attached housing development might each be designated as a separate Neighborhood, or a Neighborhood may be comprised of more than one housing type with other features in common. In addition, each parcel of land intended for development as any of the above shall constitute a Neighborhood, subject to division into more than one Neighborhood upon development. Where the context permits or requires, the term "Neighborhood" shall also refer to the Neighborhood Committee, if any, established in accordance with the Bylaws, or the

Neighborhood Association established to act on behalf of the assessments levied on behalf of the Owners of Units within the Neighborhood. Neighborhood boundaries may be established and modified as provided in Article IV, Section 3.

25. "Neighborhood Assessments" means assessments levied against the Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described in Article VIII, Section 2.

26. "Neighborhood Association" means any condominium association or other owners association having concurrent jurisdiction over any Neighborhood.

27. "Neighborhood Expenses" means the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of the Owners and occupants of Units within a particular Neighborhood or Neighborhoods which may include a reasonable reserve for capital repairs and replacements, as the Board may specifically authorize and as may be authorized herein or in Supplemental Declarations applicable to the Neighborhoods.

28. "Option Agreement" shall mean that certain agreement dated March 22, 2019, executed by and between Declarant and Land Owner, which agreement includes an option in favor of Declarant to acquire Lots within the Community, subject to the terms and conditions of the Option Agreement.

29. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Unit or other property located within the Community, excluding, however, the Association and any person holding such interest merely as security for the performance or satisfaction of an obligation.

30. "Permit" or "Permits" shall mean all permits, authorizations, licenses, development approvals and other approvals pertaining to the Community pertaining to the Property.

31. "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust or other legal entity.

32. "Plat" means any Plat or Replat of the Community or any portion thereof now or hereafter recorded, including, without limitation, that certain Plat of Abaco Pointe prepared by Waldrop Engineering, and recorded in the Public Records of Collier County, Florida.

33. "Rules and Regulations" means the procedures for administering the Association, the Community, and the use of the Common Areas, as adopted by resolution of the Board of Directors.

34. "SFWMD" shall mean the South Florida Water Management District.

35. "Special Assessment" means assessments levied in accordance with Article VIII, Section 4 of this Declaration.

36. "Specific Assessment" means assessments levied in accordance with Article VIII, Section 5 of this Declaration.

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37. "Supplemental Declaration" means an amendment or supplement to this Declaration filed pursuant to Article II which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein. So long as Land Owner owns any portion of the Property, any Supplemental Declaration to this Declaration shall require the prior written approval of Land Owner.

38. "Turnover Date" shall mean the date upon which Declarant relinquishes control of the Association to the Members, which shall be the earliest of the following to occur: (1) three (3) months after ninety percent (90%) of the Units in the Community that will ultimately be operated by the Association have been conveyed to Owners other than Declarant or a Builder; (2) on that date which shall be twenty (20) years from the date upon which this Declaration shall be recorded in the public records; (3) when Declarant elects, in its sole discretion, to relinquish control of the Association to the Members; (4) upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the governing documents of the Community; (5) upon Declarant filing a petition seeking protection under Chapter 7 of the federal Bankruptcy Code; (6) upon Declarant losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or (7) upon a receiver for Declarant being appointed by a circuit court and not being discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the Association or its members.

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39. "Unit" means a portion of the Community, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. The term shall include, by way of illustration but not limitation, townhouse units, villas, cluster homes, patio or zero lot line homes, and single-family attached and detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Areas, common property of any Neighborhood Association, or property dedicated to the public. In the case of a building within a townhome or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for residential use for such parcel on the site plan approved by Declarant, whichever is more recent, until such time as a subdivision plat is filed of record on all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

40. "Water Management System" shall mean and refer to the surface water management system and storm water management system for the Community including, but not limited to, all on-site and off-site inlets, ditches, swales, culverts (including the off-site culvert system conveying discharge to the downstream receiving conveyance system), water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands,

and any associated buffer areas, and wetland mitigation areas, which 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, over drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION; WITHDRAWALS

Section 1. General Development Plan. ANY SITE PLAN OF THE COMMUNITY IS CONCEPTUAL ONLY AND FOR THE CONVENIENCE OF REFERENCE. IT SHOULD NOT BE RELIED UPON AS REPRESENTATION, EXPRESS OR IMPLIED, OF THE FINAL SIZE, LOCATION OR DIMENSIONS OF ANY LOT OR BUILDING AREA. THE DECLARANT EXPRESSLY RESERVES THE RIGHT TO MAKE ANY MODIFICATIONS, REVISIONS, AND CHANGES IT DEEMS DESIRABLE IN ITS SOLE AND ABSOLUTE DISCRETION OR AS MAY BE REQUIRED BY LAW OR GOVERNMENTAL BODIES.

The Association is not a condominium association and therefore shall not be governed by the provisions of Chapter 718, Florida Statutes, but rather shall be governed by Chapter 720, Florida Statutes, as enacted on the date this Declaration is recorded in the public records of the County, and shall in all respects permissible not be subject to subsequent amendments made to said Chapter 720, Florida Statutes, except as otherwise provided herein. This Declaration is not a declaration of condominium.

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Section 2. The Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is described on Exhibit" A" attached hereto and made a part hereof (the "**Property**").

Section 3. Additions to the Property. Additional lands may become subject to this Declaration as follows:

(a) Declarant, together with the Land Owner, and/or other owners of fee simple title to the property involved if other than Declarant or Land Owner, shall have the right to bring additional properties within the operation of this Declaration to become part of the Community without the consent or joinder of any other Person being required, by filing a Supplemental Declaration in the Public Records of the County.

(b) Additionally, Declarant shall have the right to bring additional properties within the operation of this Declaration to become part of the Community without the consent or joinder of any other Person being required to accomplish the following purposes:

(i) to include within the Community any portions of any rights-of-way which become abandoned and which abut the Community, or to otherwise move the boundary lines of the Community such that at locations where possible, the boundary lines abut public ways; and

(ii) to include within the Community the situs of lands containing easement ways for ingress and egress and the swale areas of such easement ways which connect any private road system within the Community to the public way.

(c) An Owner, other than Declarant, of any land who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of public record a Supplemental Declaration declaring its intention and containing the legal description of the lands to be added upon approval in writing of the Association pursuant to a majority vote of its members; provided, so long as Declarant owns a Unit in the Community for the sale in the ordinary course of business, then there shall be no additions to the Community (other than as permitted under paragraphs (a) and (b) above and paragraph (d) below), unless the Declarant joins the majority of Owners in approving such addition. Moreover, so long as Land Owner owns any portion of the Property, any Supplemental Declaration to this Declaration shall require the prior written approval of Land Owner.

(d) Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to merger. The surviving or consolidated association may administer the covenants, restrictions and conditions established by this Declaration within the Community, together with the covenants, conditions and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Community.

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(e) At the time any additional lands are made subject to this Declaration, Declarant may also record an instrument which:

(i) modifies any of the provisions of this Declaration insofar as they may apply to such additional lands only; or

(ii) creates new provisions applicable only to such additional lands; or

(iii) omits the applicability of any of the provisions of this Declaration as to any such additional lands; or

(iv) does any, all or none of the above.

(f) The execution and recordation of this Declaration shall not be construed to require Declarant to subject any additional lands to the covenants, conditions and restrictions or other provisions of this Declaration or any other recorded instrument.

Section 4. Withdrawal. Declarant reserves the right to amend this Declaration at any time, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Community then owned by the Declarant or its affiliates or the Association from provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Community desired to be effected by Declarant; provided,

however, such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community. Any withdrawal of land not owned by Declarant shall require the written consent or joinder of the Land Owner or then-owner(s) and mortgagee(s) of such land, but not of any others. Notwithstanding the foregoing, no withdrawal which effects the operation and maintenance of the surface water management system shall be made without the consent of the SFWMD.

ARTICLE III
COMMON AREA; COMMUNITY SYSTEMS

Section 1. Common Areas. The Common Areas are as designated on the Plat, in this Declaration, or in any other documents recorded from time to time by the Declarant. Declarant shall have the right to add property to the Common Areas at Declarant's sole option and in its sole discretion. Declarant hereby initially designates the following tracts on the Plat as the Common Areas for the use and benefit of all Owners within the Community:

(a) Tracts designated as Open Space, including OS 1, OS2, OS3, and OS5, on the Plat of Abaco Pointe prepared by Waldrop Engineering and recorded in the Public Records of Collier County, Florida.

(b) The amenity pool and clubhouse on the Amenity Tract, depicted in the site plan attached hereto as Exhibit "F".

(c) The lake and preserve as identified on the site plan.

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The Declarant may, but is not obligated, in its sole discretion, to construct a guardhouse and/or gated entry at the entrance of the Community and convey such guardhouse and/or gated entry to the Association. If the guardhouse and/or gated entry is constructed and conveyed to the Association, the Association shall thereafter maintain the guardhouse and/or gated entry, including, but not limited to, paying the cost of any such personnel stationed at such guardhouse. The Declarant may, but is not obligated, in its sole discretion, to construct signage at the entrance of the Community which identifies the Community and includes a notation indicating that the Community was developed "by Toll Brothers" (or some similar reference to Declarant or an entity affiliated with Declarant), including the use of any particular logos and/or trademarks utilized by Declarant, and convey such signage to the Association along with a non-exclusive license to use the logos and/or trademarks depicted on the signage (but only for purposes of maintaining such logos/trademarks in the manner depicted on the signage at the time of conveyance and for no other purpose, such license being revocable by Declarant at any time). If the signage is constructed and conveyed to the Association, the Association shall thereafter perpetually maintain such signage, including perpetually maintaining the notation that the Community was developed "by Toll Brothers" (or some similar reference to Declarant or an entity affiliated with Declarant) in the same presentation as was utilized when such signage was conveyed to the Association, until such time as the Declarant may determine, in its sole discretion, that it no longer wishes to be referenced on the signage (upon which the Association shall, at its own expense, remove such reference). The Declarant shall have the right in its sole discretion to convey additional real estate improved or unimproved and/or personal property as additional Common Area which conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the

Association at its expense for the benefit of the Members. The boundaries of the Common Area may from time to time be modified by Declarant as deemed necessary or appropriate by Declarant for development and sale of the Community. The Association shall, without approval of a Person, execute any such instrument deemed necessary to accomplish any boundary modification.

Section 2. Limited Common Area. Certain portions of the Community may be designated by Declarant in its sole and absolute discretion as Limited Common Area and reserved for the exclusive use or primary benefit of the Owners, occupants and invitees of certain Units and/or Neighborhoods. By way of illustration and not limitation, Limited Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, and lakes. Except as otherwise provided herein, all costs associated with the maintenance, repair, replacement, and insurance of Limited Common Areas shall be assessed as a Special Assessment against the Owners of those Units to which the Limited Common Area is assigned. Declarant initially designates the areas listed on Exhibit "D" attached as Limited Common Areas, although the Declarant reserves the right in its sole discretion to subsequently designate any additional Limited Common Areas and assign the exclusive use thereof in Supplemental Declaration(s), the deed conveying the Common Area to the Association, or on the Plat relating to such Common Area; provided, any such assignment shall not preclude the Declarant from later assigning use of the same Limited Common Area to additional Units and/or Neighborhoods, so long as the Turnover Date has not occurred. Thereafter, a portion of the Common Area may be assigned as Limited Common Area of a particular Neighborhood or Neighborhoods and Limited Common Area may be reassigned upon the vote of a majority of the total Class "A" votes in the Association, including a majority of the Class "A" votes within the Neighborhood(s) to which the Limited Common Areas are assigned, if applicable, and within the Neighborhood(s) to which the Limited Common Areas are to be assigned. As long as the Declarant owns any property in the Community for development and/or sale, any such assignment or reassignment shall also require the Declarant's consent. Additionally, as long as Land Owner owns any portion of the Property, any such assignment or reassignment shall also require the Land Owner's consent.

The Association may, upon approval of a majority of the members of the Neighborhood Committee or board of directors of the Neighborhood Association for the Neighborhood(s) to which certain Limited Common Areas are assigned, permit Owners of Units in other Neighborhoods to use all or a portion of such Limited Common Areas upon payment of reasonable user fees, which fees shall be used to offset the Neighborhood Expenses attributable to such Limited Common Areas.

The Limited Common Area shall be designated on the Plat, or in other documents recorded from time to time by the Declarant, including in a Supplemental Declaration. The Association may adopt Rules and Regulations which govern among other things the use of the Limited Common Area. The Declarant shall have the right in its sole discretion to convey additional real estate, improved or unimproved and/or personal property as additional Limited Common Area which conveyance or dedication to the Association shall be accepted by the Association and thereafter shall (except as may otherwise be set forth herein) be maintained by the Association at its expense for the benefit of the Members, or by the Unit Owners to which the Limited Common Area(s) are assigned.

Section 3. Easements for Use and Enjoyment of Common Areas. Every Owner of a Unit shall have a right to and easement of ingress and egress, use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to the Unit, subject to the following provisions:

(a) the right of the Association to borrow money for the purpose of improving the Common Areas, or any portion thereof or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a mortgage encumbering all or any portion of the Common Areas; provided, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant or any Owner, or a holder of any mortgage, irrespective of when executed or given by Declarant or any Owner, encumbering any Unit or other property located within the Community;

(b) the right of the Association to grant easements across the Common Areas to Persons who are not Owners;

(c) the right of the Association to dedicate or transfer all or any portion of the Common Areas subject to such conditions as may be agreed to by a majority of the Members of the Association and subject to the approval requirements of Declarant;

(d) this Declaration, the Bylaws and any other applicable covenants;

(e) any restrictions or limitations contained in any deed conveying such property to the Association;

(f) the right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules restricting use of recreational facilities within the Common Area to occupants of Units and their guests and rules limiting the number of guests who may use the Common Area;

(g) the right of the Board to levy reasonable fines, as further provided in Section 4 of Article XIV of this Declaration, in an amount not to exceed $100 per violation against an Owner and/or any tenant, guest or invitee; provided that that a fine may not be imposed without an opportunity for notice and hearing pursuant to paragraphs (a) and (b) of Section 4.23 of the Bylaws and Section 4 of Article XIV of this Declaration;

(h) the right of the Board to suspend the right of an Owner and/or any tenant, guest or invitee to use Common Areas and recreational facilities within the Common Areas, and the right of the Board to suspend the voting rights of an Owner, for the failure to pay any monetary obligation imposed against such Owner or such Owner's Unit that remains delinquent for more than ninety (90) days, said suspension to be in force until such time as the obligation is paid in full; and

(i) the right of the Board to permit use of any recreational facilities situated on the Common Area by a person other than Owners, their families, lessees and guests upon payment of use fees established by the Board.

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Any Owner may delegate his or her right of use and enjoyment in and to the Common Areas and facilities located thereon to the members of his/her family, tenants, guest and invitees.

Section 4. Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Community, including but not limited to the Common Areas, Limited Common Areas or Areas of Common Responsibility ("**User**") accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of the Community, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers as permitted by applicable law, (c) view restrictions caused by maturation of trees or shrubs, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees, and (e) design of any portion of the Common Areas or Areas of Common Responsibility. Each Owner and User also expressly indemnifies and agrees to hold harmless Declarant, the Land Owner, the Association, and all employees, directors, representatives, officers, agents, affiliates, attorneys and partners of the foregoing (the "**Indemnified Parties**") from any and all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, including without limitation, attorneys' fees, paraprofessional fees, and costs at trial and upon appeal, arising from or related to use of the Community, including, but not limited to the Common Areas, Limited Common Areas or Areas of Common Responsibility, by Owners, Users and/or their guests, family, members, invitees or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of any of the Indemnified Parties. Should any Owner bring suit against any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including but not limited to, attorneys' fees and paraprofessional fees at trial and upon appeal. Without limiting the foregoing, all Users using any portion of the Community, including but not limited to the Common Areas, Limited Common Areas and Areas of Common Responsibility, including without limitation, any pool, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMUNITY MAY CONTAIN WILDLIFE SUCH AS, AMONG OTHER THINGS, ALLIGATORS, FISH, INSECTS, SNAKES, RACCOONS, DEER, FOWL AND FOXES. DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

Section 5. Redesignation of Common Areas. Notwithstanding anything contained herein to the contrary and provided that the site plan of the Community is not substantially modified, Declarant shall have the right, in its reasonable discretion, to alter or modify the Common Areas and any improvements, easements and use rights thereon or appurtenant thereto, including, but not limited to, the right to redesignate, modify, alter, increase or decrease (collectively, "**Redesignate**") the specified uses(s) of any Common Areas in any manner deemed reasonably appropriate by Declarant without the consent of the Association, Neighborhood Associations, Owners, or any lenders for so long as Declarant shall own any portions of the Property. In the event Declarant exercises its right to Redesignate the specified use(s) of the Common Areas, Declarant shall record an amendment to this Declaration in the public records,

setting forth the portion of the Common Area subject to redesignation and the redesignated use thereof.

Section 6. Conveyance of Common Areas and Limited Common Areas. At any time as determined by Declarant in its sole discretion, all or portions of the Common Areas and Limited Common Areas may be dedicated by plat, created in the form of easements or conveyed by Quitclaim Deed from Declarant to the Association. The dedication, creation by easement or conveyance shall be subject to the terms and provisions of this Declaration and all other Community documents; easements, restrictions, reservations, conditions, limitations and/or declarations of record or common to the Community; real estate taxes for the year of recordation of this Declaration and subsequent years; and zoning, land use regulations, and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and any and all service and similar contracts relating to the ownership, operation, maintenance and administration of the conveyed portions of the Common Areas and any and all other obligations relating thereto, and the Association shall and does indemnify and hold Declarant harmless from and against same. The Association by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition or qualification of any nature. The Common Areas, Limited Common Areas and the personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREA OR LIMITED COMMON AREA BEING CONVEYED.

Section 7. Community Systems. The Declarant shall have the right, but not the obligation, to install and provide Community Systems and to provide the services available through the Community Systems to any and all Units within the Community. If the Declarant installs and provides the Community Systems, neither the Association nor any Owner shall have any interest in the Community Systems. Any or all of such services may be provided either indirectly, through the Association and paid for as a Common Expense, or directly, by the Declarant, an affiliated entity or a third party and paid for by the recipient of the services. The Community Systems shall be the property of the Declarant (or an affiliated entity) unless transferred by the Declarant (or such affiliated entity), whereupon any proceeds of such transfer shall belong to the Declarant (or such affiliated entity). The Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other Person (including an Owner, as to any portion of the Community System located on such Owner's Unit). The Declarant's rights with respect to the Community Systems installed by the Declarant and the services provided through such Community Systems are exclusive, and no other Person may provide such services through the Community Systems installed by the Declarant without the prior written consent of the Declarant. However, the provision of the services available through the Community Systems installed by the Declarant shall be non-exclusive and the Association may permit any third party to install and provide other Community Systems and the services available through such other Community Systems as shall be constructed and installed by such third party in the Association's sole discretion and on such non-exclusive terms and conditions as the Association may determine; provided, however, that such other Community Systems and services shall not affect or modify the rights of the Declarant, its affiliated entities or its successors and assigns.

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ALL PERSONS ARE HEREBY NOTIFIED THAT THE ASSOCIATION MAY BE A PARTY TO A CONTRACT FOR THE COMMUNITY SYSTEMS SERVING THE COMMUNITY FOR A TERM WHICH EXTENDS BEYOND THE TURNOVER DATE AND THAT, IF SO PROVIDED IN SUCH CONTRACT, THE ASSESSMENTS PAYABLE AS TO EACH UNIT WILL INCLUDE CHARGES PAYABLE BY THE ASSOCIATION UNDER SUCH CONTRACT, REGARDLESS OF WHETHER OR NOT THE OWNER OR MEMBERS OF SUCH UNIT ELECT TO RECEIVE THE COMMUNITY SYSTEMS.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Person, including Declarant, who is a record owner of a fee or undivided fee interest in any Unit in the Community shall be a Member of the Association, provided that any Person who holds such interest merely as a security for the performance of an obligation shall not be a Member. Change of membership shall be established by recording in the Public Records of the County a deed or other instrument which conveys fee title to a Unit within the Community, and by the delivery to the Association of a copy of such recorded instrument. If a copy of said instrument is not delivered to the Association, the new Owner shall become a Member, but shall not be entitled to voting privileges. Membership in the Association by all Owners is mandatory and automatic with the ownership of any Unit and is appurtenant to, runs with, and shall not be separated from, the Unit upon which membership is based.

Section 2. Voting Rights. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners, with the exception of the Declarant. Class "A" Members shall be entitled to one (1) equal vote for each Unit owned in the Community. When more than one (1) person holds an ownership interest in any Unit, all such persons shall be Members, provided that only one vote may be cast on behalf of all such Members holding an ownership interest in any one Unit. The vote for such Unit shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one (1) person seeks to exercise it.

(b) Class "B". The Class "B" Members shall be the Declarant and the Land Owner. The rights of the Class "B" Members, including the right to approve or withhold approval of actions proposed under this Declaration and the Bylaws, are specified elsewhere in the Declaration and the Bylaws. The Class "B" Members may appoint a majority of the members of the Board prior to the Turnover Date. Following the Turnover Date, the Declarant shall have a right to disapprove actions of the Board and committees as provided in Section 4.18 of the Bylaws. Additionally, prior to the Turnover Date, the Class "B" Member shall be entitled to ten (10) votes for each Unit owned. Class "B" membership shall terminate on the Turnover Date, or when, in its

discretion, the Declarant so determines and declares in a recorded instrument. After the Turnover Date, the Class "B" Members shall be entitled to one (1) vote for each Unit owned.

Section 3. Neighborhoods. The Declarant shall have the right to establish Neighborhoods, however, a Neighborhood Association shall not be required except in the case of a condominium or as otherwise required by law. The Owners of Units within any Neighborhood which does not have a Neighborhood Association may elect a Neighborhood Committee to represent the interests of such Owners. The Declarant may unilaterally amend this Declaration or record any Supplemental Declaration to identify any Neighborhood(s) or designate and/or redesignate any Neighborhood boundaries; provided, two or more Neighborhoods shall not be combined without the consent of Owners of a majority of the Units in the affected Neighborhoods.

Any Neighborhood may request that the Association provide a higher level of services or special services for the benefit of the Units in such Neighborhood and, upon the affirmative vote, written consent, or a combination thereof, of the Owners of a majority of Units within the Neighborhood, the Association shall provide the requested services. The cost of such services shall be assessed against the Units within such Neighborhood as a Neighborhood Assessment pursuant to Article VIII.

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ARTICLE V
EASEMENTS

In addition to the easements which appear on the Plat, the respective rights and obligations of the Unit owners, the Association, Declarant and others concerning easements affecting the Community shall include the following, which may not be removed except as authorized herein:

Section 1. Easements for Utilities and Community Systems. Declarant (and Land Owner so long as Land Owner remains the fee owner of any portion of the Property) hereby reserves for the benefit of itself, its successors and assigns and the Association, perpetual blanket easements upon, across, above and under the Community, which easements shall be for access, ingress, egress, installation, construction, repair, operation, maintenance, expansion and replacement of utility services and Community Systems for the Community or any portion thereof, including, but not limited to water, sewer, gas, drainage, irrigation, fire protection, electricity, any Community Systems, and other services, such as trash disposal roads and walkways. This easement shall not entitle the holders to construct or install any drainage systems, facilities or utilities over, under or through any existing Unit, except as may be temporarily necessary for utility installation, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by and at the expense of the Person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or to the occupant of the Unit. Use of the Community for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration and said plats.

Section 2. Easement for Entry. The Association shall have an easement to enter into any Unit for emergency, security, safety and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the Board of

Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after 24 hours' notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon the request by the Board.

Section 3. Easement for Maintenance and Repair. The Association shall have a non-exclusive and perpetual easement to enter upon, across, above and under each Unit within the Community, including, without limitation, the Common Areas and Limited Common Areas, at reasonable hours to perform its responsibilities of maintenance, inspection and repair, including, without limitation, the right to enter upon each Unit for the purpose of maintaining and landscaping the yards of all Units, maintaining the irrigation, maintaining and repairing any roof that is a Party Structure pursuant to Article VII, Section 8(e), and for the purposes of exterior pest control related to landscaping and sod treatments.

Each Owner of a Unit shall have a non-exclusive and perpetual easement to enter upon and across the Units adjacent to such Owner's Unit, at reasonable hours, to perform its responsibilities of maintenance, landscaping, inspection and repair of said Owner's Unit.

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Section 4. Damages. The use of any easement granted under the provisions of this Article shall not include the right to disturb any building or structure in the Community, and any damage caused to same shall be repaired at the expense of the party causing such damage.

Section 5. Easement for Collection for Stormwater Runoff and Flood Water. Declarant (and Land Owner so long as Land Owner remains the fee owner of any portion of the Property) reserves for itself, its successors and assigns, and the Association and SFWMD, the non-exclusive right and easement, but not the obligation, to enter upon any part of Community to (a) install, keep, maintain and replace pumps in order to provide water for the irrigation of any of the Association property and Common Areas; (b) construct, maintain and repair any structure designed to divert, collect or retain water; and (c) remove trash and other debris. This easement shall not entitle the holders to construct or install any drainage systems or facilities over, under or through any existing Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by and at the expense of the Person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or the Owner's occupant. Further, every Unit and the Common Area shall be burdened with easements for natural drainage or stormwater runoff from other portions of the Community; provided, no Persons shall alter the natural drainage on any Unit so as to materially increase the drainage of stormwater onto adjacent portions of the Community without the consent of the Owner of the affected Property.

Section 6. Encroachments. Any portion of any Unit encroaching upon any other Unit or on any of another Unit, Common Area or Limited Common Area, or any encroachment that shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of an improvement; (iii) any addition, alteration or repair to the Common Area made by or with the consent of the Association, or (iv) any repair or restoration of any

improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit, Common Area or Limited Common Area, then in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. Such easement shall exist to a distance of not more than three (3) feet as measured from any common boundary between contiguous Units and between each Unit and any adjacent Common Area along a line perpendicular to such boundaries at such points. Any such easement or encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Unit Owners and their respective designees.

Section 7. Easements to Service Additional Property. Declarant (and Land Owner so long as Land Owner remains the fee owner of any portion of the Property) hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access and development of the Community. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Declarant (and Land Owner so long as Land Owner remains the fee owner of any portion of the Property) further reserves the right from time to time to grant easements over the Common Areas, for ingress, egress, development, construction and other related uses for purposes of developing any future contemplated phases which may be later subjected to the terms of this Declaration. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns, or the applicable owner of such property, shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such property.

Section 8. Easements for Cross-Drainage. Every Unit and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of the Community; provided, no Person shall alter the natural drainage on any Unit after the development of the Community pursuant to approved permits, so as to materially increase the drainage of storm water onto adjacent portions of the Community without the consent of the Owner of the affected property.

Section 9. Lake Maintenance Easement. Declarant (and Land Owner so long as Land Owner remains the fee owner of any portion of the Property) hereby reserves for the benefit of itself, its successors and assigns, and the Association, upon, across, above and under the Community, a non-exclusive right and easement to enter upon any part of the Community to maintain, inspect and repair, any lakes constructed on the Community, if any. This Easement shall be along the shoreline of each lake and extending back at least twenty (20) feet from the actual water's edge of such lakes for the purpose of maintaining the lakes.

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ARTICLE VI
THE ASSOCIATION

Section 1. Functions and Services. Except as may otherwise be provided herein, the Association shall be the entity responsible for management, maintenance, operation and control of the Common Areas. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Community as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Architectural Review Requirements. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles of Incorporation and Florida law. Among other things, the Association shall be empowered to do the following, all of the expenses for which shall be deemed Common Expenses:

(a) Adopt Community-Wide Standards of conduct, maintenance or other activity.

(b) Adopt and amend bylaws, Rules and Regulations;

(c) Adopt and amend budgets for revenues, expenditures and reserves;

(d) Collect Base Assessments, Neighborhood Assessments, Special Assessments and Specific Assessments for Common Expenses;

(e) Maintain in perpetuity all lakes, Conservation Easements and preserved areas located within the Community in accordance with all applicable permits pertaining to said areas and pursuant to the lake management techniques;

(f) Hire and discharge employees, agents, independent contractors, managers and administrators;

(g) Institute, defend or intervene in litigation or administrative proceedings in its own name on its behalf or on behalf of two or more Owners, but only as to matters affecting the Community;

(h) Make contracts and incur liabilities;

(i) Regulate the use, maintenance, repair, replacement and modification of the Common Area;

(j) Make additional improvements to the Common Area;

(k) Acquire, hold, encumber and convey in its own name any right, title or interest in real or personal property;

(l) Grant easements, leases, licenses and concessions through or over the Common Area, provided it has obtained the express written consent of the Declarant (and Land Owner so long as Land Owner remains the fee owner of any portion of the Property);

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(m) Take all actions necessary to enforce the covenants, conditions and restrictions of this Declaration, the Articles, the Bylaws and the Rules and Regulations;

(n) Impose and receive payments, fees or charges for the use, rental or operation of the Common Area and for services provided to Owners;

(o) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, Bylaws and Rules and Regulations of the Association;

(p) Impose reasonable charges to prepare and record Amendments to the Declaration and Notices of Lien for unpaid assessments;

(q) Purchase at its option general liability and hazard insurance for improvements and activities on the Common Area;

(r) Provide for the indemnification of its officers and maintain directors and officers liability insurance;

(s) Assign its right to future income, including the right to receive annual assessments;

(t) Exercise any other powers conferred by this Declaration, the Articles of Incorporation or the Bylaws;

(u) Exercise all powers that may be exercised in the State of Florida by similar legal entities;

(v) Exercise any other powers necessary and proper for the governance and operation of the Association, including the delegation of its functions and services to any governmental or private entity;

(w) To operate and maintain the Water Management System as permitted by SFWMD, including, but not limited to, all lakes, retention areas, Conservation Areas, water management areas, ditches, culverts, structures and related appurtenances;

(x) To perpetually maintain any and all permanent markers and signs required by SFWMD, and to inform all Owners of the conservation status of the Conservation Areas required by SFWMD;

(y) To perpetually maintain all appurtenances and landscaping above the watermain serving the Property as required by the County and additionally, to the extent required by the County, to perpetually maintain the watermain serving the Property.

(z) To enforce all use restrictions created herein and the conditions contained in any subsequent conservation easement with respect to the Conservation Areas, including, but not limited to bringing an action in equity to obtain an injunction against a Unit Owner, enjoining

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the Unit Owner from violating any restrictions and conditions pertaining to the Conservation Areas.

(aa) To perpetually maintain all streets, roads, drainage, water and sewer improvements compromising any portion of the Community, unless such systems have been dedicated to the County.

(bb) Assumption of all obligations (including all monetary and reporting requirements) of Declarant under all permits for the Community.

(cc) The Association shall be responsible for satisfying and complying with all obligations and terms under all Permits, authorizations, licenses, development approvals and other approvals pertaining to the Community, as well as maintaining copies of all further permitting actions for the benefit of the Association, including but not limited to the following (which shall be included in the definition of "Permits"):

(i) Army Corps. Of Engineers Permit # SAJ-2018-01634 (NW-ACM).

(ii) South Florida Water Management District – Water Use General Permit # 11-09337-W.

(iii) South Florida Water Management District – Environmental Resource Permit # 11-100456-P, a true and correct copy of which is attached hereto as Exhibit "G".

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Declarant may, in its sole discretion, convey or assign, in whole or in party, any and all Permits pertaining to the Community, or to lands surrounding the Community, to the Association for such purposes as may be expressed in the instrument of conveyance or assignment. The Association shall accept from Declarant any such conveyance or assignment, and shall assume (and release Declarant from) any and all obligations relating to same.

Section 2. Obligation of the Association. The Association shall carry out the functions and services specified herein first with the proceeds from Base Assessments and then, if necessary, with the proceeds from Special Assessments and Specific Assessments, as applicable. The Board of Directors shall consider the proceeds of assessments and the needs of Members in exercising its functions and services outlined in Section 1 of this Article.

Section 3. Association Actions Requiring Approval. Unless the Association receives the affirmative vote of at least two-thirds (2/3) of the votes entitled to be cast at a duly convened meeting, the Association shall not be entitled to:

(a) abandon, partition, subdivide, encumber, sell or transfer the Common Area or any portion thereof, except that boundaries of the Common Area may be adjusted pursuant to Article III, Section 1 hereof. Any such transfer or conveyance of the Common Area by the Association shall not be made without adequate provision for the continued maintenance and operation of infrastructure improvements for which the Association is responsible. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this paragraph;

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) change, waive or abandon any scheme of regulation or enforcement of Community-Wide Standards; nor

(d) use hazard insurance proceeds for losses to any Common Area other than for the repair or replacement of the Common Area.

Section 4. Recycling Programs. The Board may establish a recycling program and recycling center within the Community and in such event, all occupants of Units shall support such program by recycling, to the extent reasonably practical, all materials which the Association's recycling program or center is set up to accommodate. The Association may, but shall have no obligation to purchase recyclable materials in order to encourage participation and any income received by the Association as a result of such recycling efforts shall be used to reduce Common Expenses.

Section 5. Public Gardens and Environmental Programs. The Board may establish gardens within the Common Area or designate spaces within the Common Area for the establishment of gardens to promote public awareness of and participation in conservation, management and enhancement of native vegetation, soils and geology and may establish programs to promote an understanding of the natural landscape and environment.

Section 6. Lake Maintenance. Declarant and the Association hereby grant to the County all of the Association's rights, but not obligations, to maintain the lakes, the drainage easements and the lake maintenance easements granted by the Declarant to the Association.

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ARTICLE VII
COVENANT FOR MAINTENANCE

Section 1. Association's Responsibility. Except as otherwise provided herein, the Association shall maintain and keep in good repair the Common Areas and Area(s) of Common Responsibility, which shall include, but need not be limited to:

(a) all landscaping and other flora, parks, signage, structures, walls and improvements, including all roads and streets located in the Community, all sewer, potable and non-potable water infrastructure facilities, bike and pedestrian pathways/trails, situated upon the Common Area, to the extent not so maintained by the County or a utility company;

(b) unless otherwise maintained by the local government authority having jurisdiction over the Community, landscaping, sidewalks, street lights and signage within public rights-of-way within or abutting the Community, and landscaping and other flora within any public utility easements and conservation easements within the Community (subject to the terms of any easement agreement relating thereto), to the extent not so maintained by the applicable local government (provided that this shall not be deemed to impose an affirmative obligation on the Association to so maintain any areas for which the local government authority retains responsibility);

(c) the amenity pool and clubhouse located within the Community as depicted in the site plan attached hereto as Exhibit "F", the maintenance and repair of which shall be borne by the Association and assessed against all Owners within the Community as a Common Expense;

(d) that certain bridge located within the Community, as may be maintained by the County in accordance with that certain agreement between the County and the Declarant, but the cost of which maintenance and repairs shall be bourne by the Association;

(e) such portions of any additional property included within any Area(s) of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association; and

(f) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

Except as provided in Article VII, Section 2, the Association shall maintain the yard and landscaping of each Unit and shall be responsible for irrigation and exterior pest control related to landscaping and sod treatments (which **shall not** include pest control for ants, palm rats, snakes, or any other rodents) and the Unit Owners shall be obligated to pay the service and maintenance costs for same as a Common Expense. Furthermore, the Association shall maintain the yard and landscaping for each Neighborhood, which shall be a Neighborhood Assessment allocated to the respective Neighborhood, as more particularly set forth in Sections 3 and 4 below. Additionally, the Association shall bear responsibility for any maintenance obligations under the Permits or any other permits applicable to the Community.

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There are hereby reserved to the Association easements over the Community as necessary to enable the Association to fulfill such responsibilities. The Association shall maintain the facilities and equipment within the Area(s) of Common Responsibility in continuous operation, except for reasonable periods as necessary to perform required, maintenance or repairs, unless Members representing two-thirds (2/3) of the Class "A" votes and the Declarant, so long as Declarant owns a Unit, agree in writing to discontinue such operation.

The Association may maintain responsibility for property within any Neighborhood, in addition to that designated by any Supplemental Declaration, either by agreement with the Neighborhood or because in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. All costs of maintenance pursuant to this paragraph shall be assessed as a Neighborhood Assessment only against the Units within the Neighborhood to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Units in the manner of and as a part of the Base Assessment, without prejudice

to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants or agreements with the owner(s) thereof. Except as otherwise provided herein, all costs associated with the maintenance, repair and replacement of Limited Common Areas of a Neighborhood shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Units within the Neighborhood(s) to which the Limited Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

Section 2. Owner's Responsibility. Notwithstanding anything herein to the contrary, each Owner shall maintain his or her Unit, and shall be responsible for the replacement of any portion or portions of such Unit Owner's yard, landscaping, shrubbery and any flora associated therewith which may be damaged, whether due to disease, storms, hurricane, natural disaster, cold freeze or other Act of God, provided that such replacement must be in accordance with the Community-Wide Standard and be approved by the Architectural Review Committee. Additionally, each Owner shall maintain all structures, parking areas, and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Unit. In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance and repair responsibilities, the Association may perform such maintenance and repair responsibilities and assess all costs incurred by the Association against the Unit and the Owner as a Specific Assessment in accordance with Article VIII. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

Section 3. Maintenance of Neighborhoods. The Association shall have the right, but not the obligation, to maintain, in its sole and absolute discretion, the landscaped areas in each Neighborhood, notwithstanding that such area is solely for the use and benefit of Owners of Units in said Neighborhood and the cost for maintaining same shall be a Neighborhood Assessment. Each Neighborhood Association shall be responsible for maintaining and repairing all buildings located within the Neighborhood of the Neighborhood Association in good condition and repair and consistent with the Community-Wide Standard. In the event that the Neighborhood Association fails to maintain and repair the buildings in good condition and repair and consistent with the Community-Wide Standard, then the Association shall have the right, but not the obligation, to maintain and repair the buildings in the Neighborhood and impose on each Unit Owner within the Neighborhood a Neighborhood Assessment for all costs and expenses incurred in maintaining or repairing the buildings in said Neighborhood.

Section 4. Neighborhood's Responsibility. Except as provided in Section 3 above, each Neighborhood Association shall be responsible for maintaining its Neighborhood in a manner consistent with the Community-Wide Standard. The Owners of Units within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs incurred by the Association of operating, maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood; provided, however, the cost of maintaining all roads, signage and entry features in the Community shall constitute a Common Expense of the Association.

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Any Neighborhood Association having any responsibility for maintenance of property within such Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If it fails to do so, the Association may perform such responsibilities and assess the costs against all Units within such Neighborhood as provided in Article VIII.

Section 5. Standard of Performance. Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed, as well as such other duties, which may include irrigation, as the Board may determine necessary or appropriate to satisfy the Community-Wide Standard. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. Notwithstanding anything to the contrary contained herein, the Association, and/or an Owner and/or a Neighborhood Association shall not be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own unless and only to the extent that it has been negligent in the performance of its maintenance responsibilities.

Section 6. Maintenance of Limited Common Areas. Each Owner shall maintain, repair and replace, as necessary, such Owner's Limited Common Areas in a neat, clean, orderly and functioning manner in accordance with the Community-Wide Standard and this Declaration.

Section 7. Lake Maintenance. With respect to any lakes within the Community, to the extent not performed by any applicable governmental authority to pursuant to the Permits, the Association shall be responsible for maintaining said lakes, the littoral areas and up to the water's edge. The cost of maintaining the lakes shall be a Common Expense of the Association.

Section 8. Party Walls and Similar Structures.

(a) General Rules of Law to Apply. Each wall, fence, driveway, roof or similar structure built as a part of the original construction on the Units which serves and/or separates any two adjoining Units shall constitute a "Party Structure". To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. All Owners who make use of the Party Structure shall share the cost of reasonable repair and maintenance of such structure equally.

(c) Damage and Destruction. If a Party Structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners subsequently use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of an Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Enforcement. In addition to any other enforcement rights, if any Owner fails to properly perform his or her maintenance and repair responsibilities as provided in this Article VII, Section 8, the Association may perform such maintenance and repair responsibilities and assess all costs incurred by the Association against the applicable Unit(s) and the Owner(s) as a Specific Assessment in accordance with Article VIII. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

ARTICLE VIII
ASSESSMENTS

Section 1. Creation of Assessments. The Association is hereby authorized to levy assessments against each Unit for Association expenses as the Board may specifically authorize from time to time. There shall be four (4) types of assessments for Association expenses and other obligations: (a) Base Assessments to fund Common Expenses for the general benefit of all Units; (b) Neighborhood Assessments for Neighborhood Expenses benefiting only Units within a particular Neighborhood or Neighborhoods; (c) Special Assessments as described in Section 4 below; and (d) Specific Assessments as described in Section 5 below. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Community is deemed to covenant and agree to pay these assessments.

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All assessments, together with interest from the due date of such assessment at a rate determined by the Board (not to exceed the highest rate allowed by Florida law), late charges at a rate determined by the Board (in an amount not to exceed the greater of $25.00 or 5 percent of the amount of each installment that is paid past the due date, provided that only as to this subsection, if Chapter 720, Florida Statutes, is ever amended to provide that the Association shall have the right to impose greater late charges than those enumerated in this subsection, then such right shall automatically be bestowed upon the Association without need for amending this Declaration or providing any notice), costs and reasonable attorneys' fees, shall be a charge and continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 7 below. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' fees, also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first mortgagee who obtains title to a Unit by exercising the remedies provided in its mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title, except to the extent provided herein.

Assessments shall be paid in such manner and on such dates as the Board may establish. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Neighborhood Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

The Association shall, upon request, furnish to any Owner liable for any type of assessment, a certificate in writing, signed by an officer of the Association, setting forth whether

such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

No Owner may exempt himself from liability for assessments, by non-use of Common Area, abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials or a combination of services and materials with the Declarant or other entities for payment of Common Expenses.

Notwithstanding any provision in this Declaration to the contrary, so long as the Option Agreement is in effect, all Assessments levied against any Property owned by Land Owner which remain subject to the Option Agreement shall remain the responsibility of, and be payable by, Toll FL XIII LIMITED PARTNERSHIP. Until such time that the Option Agreement is terminated in accordance with the terms of the Option Agreement, TOLL FL XIII LIMITED PARTNERSHIP shall remain liable for all costs, fees, and expenses imposed upon any portion of the Property owned by Land Owner pursuant to this Declaration, and TOLL FL XIII LIMITED PARTNERSHIP agrees to indemnify and hold Land Owner harmless for any liability for all costs, fees, and expenses of TOLL FL XIII LIMITED PARTNERSHIP as Declarant accruing prior to the date of such termination of the Option Agreement.

Section 2. Computation of Neighborhood Assessments. At least forty-five (45) days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration, any Supplemental Declaration or the Bylaws, specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association and, in such case, any additional costs shall be added to such budget. Such budget shall include a capital contribution establishing a reserve fund for repair and replacement of capital items maintained as a Neighborhood Expense, if any, within the Neighborhood. Neighborhood Expenses shall be allocated equally among all Units within the benefited Neighborhood; provided, if so specified in the Supplemental Declaration applicable to such Neighborhood or if so directed by petition signed by a majority of the Owners within the Neighborhood, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefited Units in proportion to the benefit received.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment for the coming year to be delivered to each Owner of a Unit in the Neighborhood at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by a majority of the Owners of Units in the Neighborhood to

which the Neighborhood Assessment applies; provided, however, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least ten percent (10%) of the Units in such Neighborhood, which petition must be submitted to the Board within ten (10) days after delivery of the notice of assessments. This right to disapprove shall only apply to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood.

If the proposed budget for any Neighborhood is disapproved or if the Board fails for any reason to determine the budget for any year then, until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

Section 3. Reserve Budget and Capital Contribution. The Board shall annually prepare reserve budgets for both general and Neighborhood purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments or Neighborhood Assessments, as appropriate, over the budget period.

Section 4. Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses, or against the specific Units within the Community benefiting from said expenses. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. Before the Turnover Date, the Board controlled by Declarant may not levy a Special Assessment unless a majority of the Owners other than Declarant approve the Special Assessment by a majority vote at a duly called special meeting of the Owners at which a quorum is present.

Section 5. Specific Assessments. The Board shall have the power to levy Specific Assessments against a particular Unit or Units constituting less than all of the Units within the Community or within a Neighborhood, as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items or services to the Unit or occupants thereof upon request of the Owner, pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, handyman service, pool cleaning, pest control, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner; and

(b) to cover costs incurred in bringing the Unit into compliance with the terms of this Declaration, any applicable Supplemental Declaration, the Bylaws or rules, or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their licensees, invitees or guests; provided, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing before levying in Specific Assessment under this subsection (b).

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The Association may also levy a Specific Assessment against any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of this Declaration, any applicable Supplemental Declaration, the Articles, the Bylaws and Rules and Regulations; provided the Board gives the Members from such Neighborhood prior written notice and an opportunity to be heard before levying any such assessment.

Section 6. Date of Commencement of Assessments; Due Dates. All annual assessments shall be payable quarterly, in advance. The obligation to pay assessments shall commence as to each Unit on the first day of the month following: (a) the month in which a Certificate of Occupancy is issued by the applicable governmental authority for the residence on the Unit, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit. At the option of the Board, the payment of assessments may be changed to a more frequent basis. The due date of any Special Assessment or Specific Assessment provided for herein shall be set in the resolution authorizing such assessment.

Section 7. Liens for Assessments. Upon recording of a claim of lien, there shall exist a perfected lien for unpaid assessments on the respective Unit prior and superior to all other liens, except all taxes, bonds, assessments and other levies which by law would be superior thereto, a lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value, but subject to the limitations of Section 8 hereof. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Unit is owned by the Association following foreclosure: no right to vote shall be exercised on its behalf; no assessment shall be levied on it; and each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged against such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may suspend the voting rights and right to use the Common Area of a Member while such Member is in default in payment of any assessment.

Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and also to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners.

All payments shall be applied first to costs and attorneys' fees, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment, special assessments and individual assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment, special assessments or individual assessments which are the subject matter of suit in the order of their

coming due. The person making payment is entitled to satisfaction of the lien upon payment in full, and any release of lien must be in the form required under Chapter 720, Florida Statutes.

Section 8. Subordination of the Lien to First Mortgages; Mortgagees' Rights. A first mortgagee, upon written request, shall be entitled to written notification from the Association of any default of an Owner of any obligation hereunder which is not cured within sixty (60) days. Notwithstanding anything to the contrary contained herein, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

(a) The Unit's unpaid common expenses and regular periodic or special 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

(b) One percent of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the parcel owner and initially joined the Association as a defendant in the mortgagee foreclosure action. 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 by the mortgagee. Additionally, a first mortgagee shall become liable for all assessments which become due and payable subsequent to the sale or transfer of the Unit pursuant to a decree of foreclosure, or pursuant to a deed given in lieu of foreclosure, or any other proceeding in lieu of foreclosure.

Section 9. Declarant's Assessments. Declarant guarantees to each buyer of a Unit that from the recording of this Declaration until seventy-two (72) months from the date of recording of this Declaration or turnover of control of the Association, whichever occurs earlier, the total monthly assessment imposed on the Owner of a Unit pursuant to the Declaration will not exceed the amounts set forth in Exhibit "E" attached hereto and incorporated herein for the respective Unit and period set forth on said Exhibit "E."

In consideration for this guarantee, Declarant is excused from the payment of its share of the monthly assessments which otherwise would have been assessed against Declarant's unsold Units during the term of the guarantee. If at any time during the guarantee period the funds collected from Unit owners at the guaranteed level and other revenues collected by the Association are not sufficient to provide payment, on a timely basis, of all assessments, including the full funding of the reserves unless properly waived, Declarant must advance sufficient cash to the Association at the time such payments are due. Expenses incurred in the production of non-assessment revenues, not in excess of the non-assessment revenues, may not be included in the assessments. If the expenses attributable to non-assessment revenues exceed non-assessment revenues, only the excess expenses must be funded by the Declarant. Interest earned on the investment of Association funds may be used to pay the income tax expense incurred as a result of the investment; such expense shall not be charged to Declarant; and the net investment income will be retained by the Association. Each such non-assessment-revenue-generating activity shall

be considered separately. Any portion of the assessment which is budgeted for designated capital contributions of the Association shall not be used to pay operating expenses.

Declarant's total financial obligation to the Association at the end of the guarantee period shall be determined on the accrual basis using the following formula: Declarant shall pay any deficits that exceed the guaranteed amount, less the total regular periodic assessments earned by the Association from the members other than the Declarant during the guarantee period regardless of whether the actual level charged was less than the maximum guaranteed amount. Declarant reserves the right, but not the obligation, to unilaterally extend this guaranty for one or more additional stated periods after the expiration of the initial guaranty period on the date that is seventy-two (72) months from the date of recording of this Declaration or turnover of control of the Association, whichever occurs earlier, although the monthly guarantee amount shall be the same as the last level set forth above.

In computing the monthly amount to be funded by the Declarant as aforesaid, revenues and expenses shall not be segregated or earmarked by type of Assessment or type of Common Area, or by Neighborhood but, instead, shall be taken as a whole. Also, depreciation and capital asset acquisition shall not be deemed a cost or expense for purposes of this Section and Declarant shall not be deemed to have in any manner guaranteed or obligated itself as to the types or levels of any inventory of goods or equipment existing at any time. Notwithstanding the above, to the extent permitted by law, in the event of an Extraordinary Financial Event (as hereinafter defined) the costs necessary to effect restoration shall be assessed against all Unit Owners owning units on the date of such Extraordinary Financial Event, and their successors and assigns, including Declarant (with respect to Units owned by Declarant). As used in this subsection, an "Extraordinary Financial Event" shall mean Common Expenses incurred prior to the expiration of the guarantee period (as same may be extended) resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from insurance which may be maintained by the Association.

When all Units within the Community are sold and conveyed to purchasers, neither Declarant nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits or contributions. Declarant's rights under this entire Section may be assigned by it in whole or in part and on an exclusive or non-exclusive basis.

Section 10. Exempt Property. The following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, Specific Assessments, and Special Assessments:

(a) all Common Areas;

(b) any property dedicated to and accepted by any governmental authority or public utility;

(c) any property held by a conservation trust or similar nonprofit entity as a conservation easement, except to the extent that any such easement lies within the boundaries of a Unit which is subject to assessment (in which case the Unit shall not be exempted from assessment); and

(d) any property owned by a Neighborhood Association for the common use and enjoyment of its members, or owned by the members of a Neighborhood Association as tenants-in-common.

Section 11. Initial Recreation Capitalization Fee. The first purchaser of each Unit at the time of closing of the conveyance from the Declarant to the purchaser shall pay the Declarant a one-time recreation capitalization fee in the amount of $1,500.00 to reimburse Declarant for costs associated with construction of the amenities. The Declarant may waive this requirement for some Units, including, but not limited to, if the first purchaser is a Builder and the Builder becomes unconditionally obligated to collect and pay the recreation capitalization fee upon the subsequent sale of each Unit to an end purchaser. The recreation capitalization fee shall remain the property of the Declarant, and each Unit Owner by acceptance of a deed to a Unit acknowledges and agrees that the recreation capitalization fee **shall not** be delivered to the Association upon turnover of the Association or following the Turnover Date.

Section 12. Resale Contribution.

(a) Authority. In addition to the assessment obligations set forth in this Article, the Association is hereby authorized to establish and collect a transfer fee upon each transfer of title to a Unit, unless such transfer is exempt as provided in Section 13(d) (the "**Resale Contribution**"). The fee shall be payable to the Association at the closing of the transfer, by the Person taking title to the Unit being transferred, and shall be used by the Association exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to the Property. Such Resale Contribution shall constitute an assessment against the Unit and shall be secured by a lien in favor of the Association.

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(b) Resale Contribution Limit. The Board shall have the sole discretion to determine the amount and method of determining any Resale Contribution. The Resale Contribution shall be initially set by the Board at $1,000.00.

(c) Purpose. All Resale Contributions which the Association collects shall be deposited into the operations account of the Association to be used for any purpose as the Board deems beneficial to the general good and welfare of the Community and surrounding areas, including, but not limited to, paying for operating, maintenance or reserve obligations of the Association. Notwithstanding the foregoing, to the extent permitted by applicable law, the Declarant may unilaterally amend this Declaration to designate that some or all of the Resale Contributions collected under this section shall be earmarked to go only to certain purposes or organizations such as a tax-exempt entity or other charitable organization. By way of example and not limitation and to the extent determined to provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to the Property, such Resale Contributions may be used to assist the Association or one or more tax-exempt entities in funding:

(i) preservation and maintenance of natural areas, wildlife preserves, or similar conservation areas, and sponsorship of educational programs and activities which contribute to the overall understanding, appreciation and preservation of the natural environment at the Community and the County;

(ii) programs and activities which serve to promote a sense of community within the County, such as recreational leagues, cultural programs, educational programs, festivals and holiday celebrations and activities, a community computer network, and recycling programs; and

(iii) social services, community outreach programs, and other charitable causes.

(d) Exempt Transfers. Notwithstanding the above, no Resale Contribution shall be levied upon transfer of title to a Unit:

(i) by or to Declarant, by Land Owner, Builder or any party who becomes a successor Declarant;

(ii) by a Builder who held title solely for purposes of development and resale;

(iii) by an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner's spouse and/or children; provided, however, if the immediately preceding transfer of the Unit was exempted from payment of the Resale Contribution pursuant to this subsection, then this subsection shall not apply and the Unit shall be subject to the Resale Contribution;

(iv) by an Owner or such Owner's estate to the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Unit was exempted from payment of the Resale Contribution pursuant to this subsection, then this subsection shall not apply and the Unit shall be subject to the Resale Contribution;

(v) of an undivided interest in a Unit by the Owner thereof to any then existing co-Owners) of such Unit; or

(vi) to an institutional lender pursuant to a mortgage or upon foreclosure of a mortgage.

Section 13. Payment of Unit Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to his or her Unit which, if not paid, could become a lien against the Unit superior to the liens for Assessments created by this Declaration.

ARTICLE IX
ARCHITECTURAL REVIEW REQUIREMENTS

The Board of Directors shall have the authority and standing on the behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Architectural Review Committee (the "**Committee**"), established by this Article. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any lands subject to this Declaration.

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Section 1. The Architectural Review Committee. The Committee shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to the Community. The Committee shall consist of a minimum of three (3) individuals who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. One of the members of the Committee may be a paid consultant, e.g. an architect, at Declarant's option. Until the Turnover Date, Declarant shall have the right to change the number of members of the Committee and to appoint, remove, and/or replace any or all of the members of the Committee. Declarant shall determine which members of the Committee shall serve as its chairman and co-chairman. In the event that any of the members appointed by Declarant shall fail, refuse, or be unable to act, Declarant shall have the right to replace any such member(s) within thirty (30) days of such occurrence. If Declarant fails to replace that member, the remaining members of the Committee shall fill the vacancy by appointment. From and after the Turnover Date, the Board shall have the same rights as Declarant with respect hereto.

Section 2. Membership. There is no requirement that any member of the Committee be an Owner or a Member of the Association.

Section 3. General Plan. It is the intent of this Declaration to create a general plan and scheme of development of the Community. Accordingly, the Committee shall have the right to approve or disapprove all architectural, landscaping, and Improvements within the Community to be made by Neighborhood Associations and Owners other than Declarant. All proposed Improvements, including, but not limited to, any and all construction, modifications, additions and alterations, by Owners, builders and developers who seek to engage in development of or construction upon all or any portion of the Community shall be in strict compliance with the Architectural Review Requirements and this Article. Moreover, no painting of the exterior of a Unit by an Owner, no construction, which term shall include within its definition staking, clearing, excavation, grading and other site work, and no fencing, screening, plantings or addition/removal of plants, trees or shrubs shall take place except in strict compliance with the Architectural Review Requirements and this Article, and with the approval of the Committee. Although the Committee shall have the right to amend the following standards, initially, all pool screen enclosures must be brown and the only permitted fencing shall be brown aluminum fencing. The Committee shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed Improvements, relationship to surrounding structures, topography, and conformity with such other reasonable requirements as shall be adopted by Committee. The Committee may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Turnover Date, any additional standards or modification of existing standards shall require the consent of Declarant, which consent may be granted or denied in its sole discretion.

Section 4. Architectural Review Requirements. Each Owner and Neighborhood Association and his or her or its contractors and employees shall observe and comply with the Architectural Review Requirements (the "**Architectural Review Requirements**") which have been or may hereafter be promulgated by the Committee and approved by the Board from time to time. The Architectural Review Requirements shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as

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set forth herein. The Architectural Review Requirements shall not require any Owner or Neighborhood Association to alter any Improvements previously constructed. Until the Turnover Date, Declarant shall have the right to approve the Architectural Review Requirements, which approval may be granted in its sole discretion.

Section 5. Quorum. A majority of the Committee shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the Committee. In lieu of a meeting, the Committee may act in writing.

Section 6. Power and Duties of the Committee. No Improvements shall be constructed on a Unit or Home; no exterior of a Home or Improvement shall be repainted; no landscaping, sign, or Improvements shall be erected, removed, planted, or maintained on a Unit; nor shall any material addition to or any change, replacement, or alteration of the Improvements as originally constructed by Declarant (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the Committee. The Committee shall also have the right to retain and pay outside consultants in relation to the exercise of any of the Committee's powers or duties hereunder.

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Section 7. Procedure. In order to obtain the approval of the Committee, each Owner and Neighborhood Association shall observe the following:

(a) Each applicant shall submit an application to the Committee with respect to any proposed Improvement or material change in an existing Improvement, together with the required application(s) and/or other fees established by the Committee. The applications shall include such information as may be required by the application form adopted by the Committee. The Committee may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the Committee such site plans, plans, and specifications for the proposed Improvement, prepared and stamped by a registered Florida architect or residential designer, landscaping and irrigation plans prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands, and surface water drainage plans showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications, and the times scheduled for completion, all as reasonably specified by the Committee.

(b) In the event the information submitted to the Committee is, in the Committee's opinion, incomplete or insufficient in any manner, the Committee may request and require the submission of additional or supplemental information. The Owner or Neighborhood Association shall, within fifteen (15) days thereafter, comply with the request.

(c) No later than thirty (30) days after receipt of all information required by the Committee for final review, the Committee shall approve or deny the application in writing. The Committee shall have the right to disapprove any plans and specifications which are not suitable or desirable, in the Committee's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the Committee shall consider the suitability of the proposed Improvements, the materials of which

the Improvements are to be constructed, the site upon which the Improvements are proposed to be erected, the harmony thereof with the surrounding area, and the effect thereof on adjacent or neighboring property. In the event the Committee fails to respond within said thirty (30)-day period, the plans and specifications shall be deemed disapproved by the Committee.

(d) In the event that the Committee disapproves any plans and specifications, the applicant may request a rehearing by the Committee for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the Committee, unless applicant waives this time requirement in writing. The Committee shall make a final written decision no later than thirty (30) days after such meeting. In the event the Committee fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

(e) Upon final disapproval, the applicant may appeal the decision of the Committee to the Board within thirty (30) days of the Committee's written review and disapproval (even if the members of the Board and Committee are the same). Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within such sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the Committee or, if appealed, the Board shall be final and binding upon the applicant, his, her or its heirs, legal representatives, successors, and assigns.

(f) Construction of all Improvements shall be completed within the time period set forth in the application and approved by the Committee.

Section 8. Alterations. Any and all alterations, deletions, additions, and changes of any type or nature whatsoever to then-existing Improvements or the plans or specifications previously approved by the Committee shall be subject to the approval of the Committee in the same manner as required for approval of original plans and specifications.

Section 9. Variances. The Association or Committee shall have the power to grant variances from any requirements set forth in this Declaration or in the Architectural Review Requirements, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Architectural Review Requirements on any other occasion.

Section 10. Permits. The Owner or Neighborhood Association, as applicable, is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

Section 11. Construction by Owners and Neighborhood Associations. In addition to the requirements set forth in Article X, Section 8, the following provisions govern construction

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activities by an Owner or Neighborhood Association ("**Approved Party**") after consent of the Committee has been obtained:

(a) Each Approved Party shall deliver to the Committee copies of all construction and building permits as and when received by the Approved Party. Each construction site in the Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed in a diligent, workmanlike, and continuous manner. Roadways, canals, drainage inlets, preservation or conservation areas, easements, swales, Association Property, and other such areas in the Community shall be kept clear of construction vehicles, construction materials, and debris at all times. Except as otherwise specifically provided herein, no construction office or trailer shall be kept in the Community and no construction materials shall be stored in the Community subject, however, to such conditions and requirements as may be promulgated by the Committee. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal, lake or waterway or Association Property or other property in the Community or be placed anywhere outside of the Unit upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled, or used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state, and local statutes, regulations, and ordinances and shall not be deposited in any manner on, in, or within the construction or adjacent property or waterways. All construction activities shall comply with the Architectural Review Requirements. If a "Contractor" (as hereinafter defined) or Approved Party shall fail in any regard to comply with the requirements of this Section, the Committee may require that such Approved Party or Contractor post security with the Association in such form and amount deemed appropriate by the Committee in its sole discretion.

(b) There shall be provided to the Committee a list (name, address, telephone number, and identity of contact person) of all contractors, subcontractors, materialmen, and suppliers (collectively, "**Contractor**" or "**Contractors**") and changes to the list as they occur relating to construction. Each Contractor and its employees shall utilize those roadways and entrances into the Community as are designated by the Committee for construction activities. The Committee shall have the right to require that each Contractor's employees check-in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the Committee.

(c) Each Approved Party is responsible for insuring compliance with all terms and conditions of these provisions and of the Architectural Review Requirements by all of its employees and Contractors. In the event of any violation of any of the terms or conditions set forth herein by any employee or Contractor and/or the continued refusal of any employee or Contractor to comply with such terms and conditions after five (5) days' notice and right to cure, the Committee shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in the Community.

(d) When the physical construction of any Home or other Improvement is started, such construction shall be performed diligently and completed within a reasonable time. If for any reason a Home is not completed within six (6) months from the commencement of construction, as determined by Declarant or the Committee, then Declarant or the Committee may, in its sole and absolute discretion, after ten (10) days' notice to the Owner of the Home, enter the

Home and take such steps as necessary to correct any undesirable condition. The Owner of the Home will be charged for the costs thereof as a Specific Assessment.

(e) If, during any construction activity on a Home or other Improvement or at any other time, any of the Association Property is damaged or destroyed, including, without limitation, any street lights, sidewalks, landscaping, street signs, or other Improvements located thereon, the Approved Party shall be liable for all costs incurred in repairing or replacing such Association Property, and the total costs thereof shall be assessed against the Owner as a Specific Assessment or against all relevant Owners as a Neighborhood Assessment. The Association reserves the right to collect from Approved Parties or Contractors a security deposit that may be applied to reduce damages to the Association Property which might occur during the construction of a Home or other Improvement.

(f) The Committee may, from time to time, adopt standards governing the performance or conduct of Approved Parties, Contractors, and their respective employees within the Community. Each Approved Party and Contractor shall comply with such standards and cause its respective employees to comply with same. The Committee may also promulgate requirements to be inserted in all contracts relating to construction within the Community and each Owner shall include the same therein.

Section 12. Inspection. There is specifically reserved to the Association and the Committee, and to any agent or member of either of them, the right of entry and inspection upon any portion of the Community for the purpose of determining whether there exists any violation of the terms of any approval given by the Association or the Committee or of the terms of this Declaration or the Architectural Review Requirements.

Section 13. Violation. If any Improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Approved Party shall, upon demand of the Association or the Committee, cause such Improvement to be removed or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Approved Party shall be liable for the payment of all costs of and associated with effecting such removal or restoration, including, without limitation, all legal fees, incurred by the Association or Committee. The costs shall be deemed a Specific Assessment or Neighborhood Assessment, as applicable, and enforceable pursuant to the provisions of this Declaration. The Committee and/or the Association are specifically empowered to enforce, at law or in equity, the architectural and landscaping provisions of this Declaration and the Architectural Review Requirements.

Section 14. Court Costs. In the event it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement or to cause the removal of any unapproved Improvement, the Association and/or Committee shall be entitled to recover all legal fees incurred in connection therewith.

Section 15. Certificate. In the event that any Owner or Neighborhood Association fails to comply with the provisions contained in this Declaration, the Architectural Review Requirements or other rules and regulations promulgated by the Committee or the Association, the Association and/or the Committee may, in addition to all other remedies contained herein, record

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a Certificate of Non-Compliance against the Home or Homes stating that the Improvements on the Home or Unit fail to meet the requirements of this Declaration and that the Home or Unit is subject to further enforcement remedies.

Section 16. Certificate of Compliance. Prior to the occupancy of any Improvement constructed or erected on any Unit by a person or entity other than Declarant or its designees, the Owner or Neighborhood Association, as applicable, thereof shall obtain a Certificate of Compliance from the Committee certifying that the Owner or Neighborhood Association, as applicable, has complied with the requirements set forth herein. The Committee may, from time to time, delegate to a member or members of the Committee the responsibility for issuing the Certificate of Compliance.

Section 17. Exemption. Notwithstanding anything contained herein or in the Architectural Review Requirements to the contrary, any Improvements of any nature made or to be made by Declarant or its nominees, including, without limitation, Improvements made or to be made to the Association Property or any Home or Unit, shall not be subject to the review of the Committee, the Association, or the provisions of the Architectural Review Requirements.

Section 18. Exculpation. Declarant, the Land Owner, the Association, the directors or officers of the Association, the Committee, the members of the Committee, or any person acting on behalf of any of them, shall not be liable for any costs or damages incurred by any Owner or any other party whatsoever due to any mistakes in judgment, negligence, or any action or omission of Declarant, the Land Owner, the Association, the Committee, or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications or the exercise of any other rights or powers set forth in this Article IX. Each Owner, by acceptance of a deed to a Home and/or Unit, agrees, individually and on behalf of its heirs, successors, and assigns, and each Neighborhood Association agrees, on behalf of its directors, officers, members, successors and assigns, that he, she or it shall not bring any action or suit against Declarant, the Land Owner, the Association, or their respective directors or officers, the Committee or the members of the Committee, or their respective agents to recover any damages caused by or related to the actions of Declarant, the Land Owner, the Association, or the Committee, or their respective members, officers, or directors in connection with the provisions of this Article IX. The Association does hereby indemnify, defend, and hold Declarant, the Land Owner, the Committee, and each of their members, officers, and directors harmless from and against all costs, expenses, and liabilities, including, without limitation, legal fees, of all nature resulting from the acts of the Owners, the Neighborhood Associations, the Association, the Committee, or their members, officers and directors. Declarant, the Land Owner, the Association, its directors or officers, the Committee or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto. By way of example, and not of limitation, the approval of hurricane shutters shall not be deemed an endorsement or guarantee of the effectiveness of such hurricane shutters.

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ARTICLE X
INSURANCE AND CASUALTY LOSSES

Section 1. Association Insurance. The Association, acting through its Board or its duly authorized agent, shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Area and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a loss. The Association shall have the authority to and interest in insuring any privately or publicly owned property for which the Association has maintenance or repair responsibility. Such property shall include, by way of illustration and not limitation, any insurable improvements on or related to parks, rights-of-way, medians, easements and walkways which the Association is obligated to maintain. If blanket "all-risk" coverage is not generally available at reasonable cost, then the Association shall obtain fire and extended coverage, including coverage for vandalism and malicious mischief. The face amount of the policy shall be sufficient to cover the full replacement cost of the insured property. The cost of such any insurance shall be a Common Expense to be allocated among all Units subject to assessment as part of the annual Base Assessment. In addition, the Association may, upon request of a Neighborhood, and shall, if so specified in a Supplemental Declaration applicable to the Neighborhood, obtain and continue in effect adequate blanket "all-risk" property insurance on all insurable improvements within such Neighborhood if reasonably available. If "all-risk" property insurance is not generally available at reasonable cost, then fire and extended coverage may be substituted. Such coverage may be in such form as the Board of Directors deems appropriate. The face amount of the policy shall be sufficient to cover the full replacement cost of all structures to be insured. The costs shall be charged to the Owners of Units within the benefited Neighborhood as a Neighborhood Assessment. All policies shall provide for a certificate of insurance to be furnished to each Member insured, to the Association, and to the Neighborhood Association, if any.

Except as otherwise provided above with respect to property within a Neighborhood, premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the Base Assessment. However, premiums for insurance on Limited Common Areas may be included in the Neighborhood Assessment of the Neighborhood benefited, unless the Board reasonably determines that other treatment of the premiums is more appropriate.

The policies may contain a reasonable deductible which shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the required coverage. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Section 4.23 of the Bylaws, that the loss is the result of the negligence or willful conduct of one or more Owners or occupants, then the Board may specifically assess the full amount of such deductible against the Unit of such Owner or occupant, pursuant to Article VIII, Section 5.

All insurance coverage obtained by the Association shall:

(a) be written with a company authorized to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of IX or larger as established

by A.M. Best Company, Inc., if reasonably available or, if not available, the most nearly equivalent rating which is available;

(b) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Area shall be for the benefit of the Association and its Members. Policies secured on behalf of a Neighborhood shall be for the benefit of the Neighborhood Association, if any, the Owners of Units within the Neighborhood, and their mortgagees, as their interests may appear;

(c) vest in the Board exclusive authority to adjust losses; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss;

(d) not be brought into contribution with insurance purchased by individual Owners, occupants or their mortgagees; and

(e) have an inflation guard endorsement, if reasonably available. If the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the County area.

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The Board shall use reasonable efforts to secure insurance policies containing endorsements that:

(a) waive subrogation as to any claims against the Association's Board, officers, employees and its manager, the Owners and their tenants, servants, agents and guests;

(b) waive the insurer's rights to repair and reconstruct instead of paying cash;

(c) preclude cancellation, invalidation, suspension or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(d) exclude individual Owners' policies from consideration under any "other insurance" clause; and

(e) require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification or non-renewal.

The Association shall also obtain, as a Common Expense, worker's compensation insurance and employer's liability insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, and flood insurance, if advisable.

The Association also shall obtain, as a Common Expense, a fidelity bond or bonds, if generally available at reasonable cost, covering all persons responsible for handling Association funds. The Board shall determine the amount of fidelity coverage in its best business judgment

but, if reasonably available, shall secure coverage equal to not less than one-sixth (1/6) of the annual Base Assessments on all Units plus reserves on hand. Bonds shall contain a waiver of all defenses, based upon the exclusion of persons serving without compensation, and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non-renewal.

Notwithstanding anything herein to the contrary, to the extent permitted by law, for so long as the Declarant controls the Board of Directors, the Declarant reserves the right (in its sole and absolute discretion) to include any insurance obligation of the Association within a master insurance program controlled by the Declarant.

Section 2. Owners Insurance. By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry blanket "all-risk" property insurance on its Unit(s) and structures thereon, providing full replacement cost coverage less a reasonable deductible, unless either the Neighborhood in which the Unit is located or the Association carries such insurance (which they are not obligated to do hereunder).

Section 3. Requirement to Reconstruct or Demolish Unit. In the event that any Unit is destroyed by fire or other casualty, the Owner of such Unit shall do one of the following: commence reconstruction and/or repair of the Unit ("**Required Repair**"), or tear the Unit down, remove all the debris, and resod and landscape as required by the Architectural Review Committee ("**Required Demolition**"). If an Owner elects to perform the Required Repair, such work must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole discretion. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be performed in a continuous, diligent and timely manner. The Association and/or the Architectural Review Committee shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have the right to bring an action against any Owner who fails to comply with the foregoing requirements. Each Owner acknowledges that the issuance of a building permit or demolition permit shall in no way be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

The standard for any Required Repair, Required Demolition or other work performed pursuant to this Section shall be in accordance with Architectural Review Requirements and any other standards established by the Association.

Section 4. Unit in Neighborhood Association. With respect to Section 3 above, Required Repair and Required Demolition as to any Unit governed by a Neighborhood Association shall be in accordance with the casualty provisions in the governing documents of such Neighborhood Association, provided, however, Declarant shall have approved the provisions of such governing documents prior to their recordation in the public records and further provided the provisions are similar to those contained herein. Any Required Repair, Required Demolition or any other work performed pursuant to a casualty shall in all cases, however, be in accordance with the Architectural Review Requirements.

Section 5. Damage and Destruction in the Community.

(a) Immediately after damage or destruction to all or any part of the Community covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

(b) To the extent permitted by law, any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five percent (75%) of the total Class "A" votes in the Association, and the Declarant, so long as Declarant owns a Unit, decide within sixty (60) days after the loss not to repair or reconstruct.

Subject to any Neighborhood declaration which shall supersede, any damage to or destruction of the common property of any Neighborhood Association shall be repaired or reconstructed unless the Unit Owners representing at least seventy-five percent (75%) of the total vote of the Neighborhood Association decide within sixty (60) days after the damage or destruction not to repair or reconstruct.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area or common property of a Neighborhood Association shall be repaired or reconstructed.

(c) If determined in the manner described above that the damage or destruction to the Common Area or the common property of any Neighborhood Association shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and maintained by the Association, in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Section 6. Disbursement of Proceeds. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association or the Neighborhood Association, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of mortgagees and may be enforced by the mortgagee of any affected Unit.

Section 7. Repair and Reconstruction. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors shall, without a vote of the Members, levy Special Assessments against those Unit Owners responsible for the premiums for the applicable insurance coverage under Article VIII, Section 4 above.

Section 8. Owner's Insurance Requirements for any Construction or Renovation. Prior to the commencement of and during the performance of any construction, remodeling, repairs or improvements, including the installation of a swimming pool or spa ("**Work**") on a Unit, the Owner upon which the Work is being undertaken shall keep and maintain, or cause its general

contractor to keep and maintain, and provide the Association with evidence that Owner or the general contractor of Owner has obtained, the following insurance with the Association, the Declarant and the other Owners to the extent any of the foregoing has an insurable interest, as the primary insured parties:

(a) worker's compensation insurance in minimum statutory amounts, as required by applicable law, as it may exist from time to time, and employer's liability insurance in the amount of not less than Five Hundred Thousand Dollars ($500,000) for each accident/disease;

(b) comprehensive commercial general liability insurance covering all operations by or on behalf of the general contractor, which shall contain the following coverages:

(i) premises and operations;

(ii) products and completed operations;

(iii) contractual liability;

(iv) broad form property damage (including completed operations);

(v) explosion, collapse, and underground hazards; and

(vi) personal injury liability.

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The policy for general liability insurance shall be endorsed to provide that each of the aforementioned coverages shall apply in total to this jobsite only and by specific endorsement (per project limit). The policy must list both the Association, the Land Owner, and the Declarant as an additional insured.

(c) each of the above coverages shall have the following minimum limits of liability:

(i) Two Million Dollars ($2,000,000) for each occurrence for bodily injury and property damage; and

(ii) Two Million Dollars ($2,000,000) in the aggregate for products and completed operations (which coverage shall continue to be provided and maintained for a period following final completion of the Work up to the termination of the statute of limitations provided in Section 95.11, Florida Statutes).

(d) "all risk" builder's risk insurance in an amount equal to one hundred percent (100%) of the full replacement cost of the Work to be completed, including materials delivered, and improvements. The policy shall include coverage on an "all risk" basis, including, but not limited to, coverage against fire, collapse, lightening, wind damage, hail, explosion, theft, riot, civil commotion and vehicles. Coverage must include all materials, supplies, and equipment owned by the Owner that are intended for specific installation in the applicable Unit, while such materials, supplies, and equipment are located on the Condominium Property, in transit, or while

temporarily located away from the Condominium Property for the purpose of repair, adjustment, or storage at the risk of the insured party.

(e) Any automobile liability insurance in statutory amounts for bodily injury and property damage combined.

(f) Each contractor must be licensed, bonded and insured, and provide evidence of same to the Association prior to the commencement of any Work. Furthermore, each Owner, by acceptance of a deed to his or her Unit, hereby indemnifies the Declarant, the Land Owner, the Association and any management agent harmless from and against any damages, claims, losses and liability resulting from any Work initiated by the Owner.

ARTICLE XI
CONDEMNATION

Section 1. General. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least sixty-seven percent (67%) of the total Class "A" votes in the Association and of the Declarant, as long as the Declarant owns any Property) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

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If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property in the Community, and Members representing at least seventy-five percent (75%) of the total Class "A" votes in the Association, shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Article X, Sections 3, 4 and 5 regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XII
USE RESTRICTIONS

Section 1. Residential Use. Subject to the Declarant's rights set forth herein, no commercial use of a Unit which shall be inconsistent with applicable zoning laws and regulations shall be permitted unless approved by the Board of Directors in writing.

Section 2. Nuisances. No activity shall be permitted to exist or operate in a Unit which constitutes a nuisance or is detrimental to the Community or to any other Unit within the Community. No Owner or resident of a Unit may make or permit any disturbing noises, as determined by the Board of Directors, whether made by himself, his or her family, friends, guests,

pets or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts or other conveniences of other residents. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his or her Unit or in or about the Community if the same shall in any manner disturb or annoy the other residents or Owners in the Community.

Section 3. Unlawful Use. The Association and the Owners shall comply with all applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency relating to the Community.

Section 4. Insurance. No Owner shall permit anything to be done or kept in or on his Unit or the Common Area which increases the rate of insurance, or results in the cancellation of insurance, on the Common Area.

Section 5. Pets. No household pets shall be permitted by Owners in a Unit except in accordance with the pet behavior criteria established in the Rules and Regulations for the Association. Furthermore, all permitted pets must be contained in the Owner's Unit and shall not be permitted to roam free. Further, all permitted pets must be leashed at all times when not located in the Unit and may be walked only in designated areas. No goats, chickens, pigeons or any other obnoxious animals, fowl or reptiles shall be kept or permitted to be kept. Commercial activities involving pets shall not be allowed. Pets of Owners or occupants shall be limited to a reasonable number as determined by the Association in its sole and absolute discretion. The ability to keep a pet is a privilege, not a right. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Community.

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Section 6. Signs. No sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Unit (including in any window), and/or Common Area unless expressed prior written approval of the size, shape, content and location has been obtained from the Board of Directors, which approval may be withheld in its discretion. Notwithstanding the foregoing, the Declarant shall be permitted to post and display advertising signs on the Property and the Board of Directors may erect reasonable and appropriate signs on any portion of the Common Area. Additionally, no Unit Owner may hold an "open house" without first obtaining the approval of the Board of Directors.

Section 7. Exterior Lighting. Except as may be installed initially by Declarant, no spotlights, seasonal and special effect lighting, floodlights or similar high intensity lighting shall be placed or utilized upon any Unit which in any way will allow light to be reflected on any other Unit or the improvements thereon or upon the Common Area, or any part thereof without the prior written approval of the Committee and in accordance with the Architectural Review Requirements. Low intensity lighting which does not disturb the Owners or other occupants shall be permitted.

Section 8. Traffic Hazards. Nothing shall be erected, constructed, planted or otherwise placed in the Community subsequent to the initial construction of improvements in the Community by Declarant which creates a traffic hazard or blocks the vision of motorists upon any of the streets, roads or intersections of the Community.

Section 9. Service Yards. All garbage receptacles, gas meters, air conditioning, heating, pool equipment, materials and supplies, and other equipment placed or stored outside must be concealed from view from roads and adjacent Community in accordance with the Architectural Review Requirements. No Unit Owner may erect any structure or improvement that will deny or impede the Association's access to the Unit Owner's yard.

Section 10. Antennas, Other Devices. Except as permitted by law, and except as may be installed initially by Declarant, no exterior radio or television antenna, satellite dish or other receiver transmitting device or any similar exterior structure or apparatus may be erected or maintained unless approved by the Committee, pursuant to the Architectural Review Requirements; provided, however, each Owner may maintain a satellite dish provided the satellite dish complies with location guidelines adopted by the Committee.

Section 11. Temporary Structures. No temporary structure, such as a trailer, tent, shack, barn, shed or other outbuilding shall be permitted at any time, other than:

(a) Temporary structures during the period of actual construction; and

(b) Tents or other temporary structures for use during social functions.

Section 12. Water Supply and Sewerage. No septic tanks shall be permitted (except for the initial temporary sales and construction trailers) within the Community. No wells shall be installed, unless permitted by the Committee pursuant to the Architectural Review Requirements and provided the Unit Owner obtains all governmental approvals.

Section 13. Fuel Storage Tanks. No fuel or gas storage tanks shall be permitted; however, an Owner may keep and maintain a small gas tank (not in excess of 20 gallons) for gas barbecues, fireplaces and hot tubs, provided they are maintained in accordance with the Architectural Review Requirements.

Section 14. Parking and Garages. Owners shall park only in their garages, in the driveways servicing their Unit, or in appropriate parking spaces designated by the Board. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. Only the number of cars exceeding occupied garage spaces shall be parked on the driveway. Cars parked in the driveway shall be parked such that they are not blocking the sidewalk.

Section 15. Soliciting. Soliciting is strictly forbidden within the Community. Owners should notify the Association if a solicitor appears, and appropriate action will be taken.

Section 16. Trees and Plantings. Pursuant to the Architectural Review Requirements, but excepting any landscaping as may be put in place initially by Declarant, no trees or other plantings shall be cut, removed or added without approval of the Committee, nor shall any Unit Owner alter the landscaping, plant beddings (including mulch or any substitute therefore) or modify the swales without the approval of the Committee. Upon violation of this provision, the Association maintains the right to enter into and upon the Unit and its appurtenant lot and remove and/or replace the unapproved article(s), which cost shall be assessed against the Owner as a Specific Assessment.

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Section 17. Fences, Enclosures and Walls; Clotheslines. Except as may be installed initially by Declarant, no fences, screens (including pool screens) and/or enclosures (including front or rear screening/enclosures of any kind), pergolas, invisible pet fences or walls shall be erected unless in accordance with the Architectural Review Requirements and only upon consent by the Committee. Furthermore, Unit Owners shall not erect or maintain any clotheslines, without the written consent of the Board of Directors. Upon violation of this provision, the Association maintains the right to enter into and upon the Unit and its appurtenant lot and remove and/or replace the unapproved article(s), which cost shall be assessed against the Owner as a Specific Assessment.

Section 18. Motor Vehicles, Trailers, Etc. Recreational vehicles, including but not limited to boats, watercrafts, motorcycles, boat trailers, golf carts, mobile homes, trailers (either with or without wheels), motor homes, vans over fourteen (14) feet in length, tractors, trucks in excess of three-fourths (3/4) ton, all-terrain vehicles, vehicles custom painted more than one color (including but not limited to camouflage or iridescent), commercial vehicles of any type, campers, motorized campers, motorized go-carts, motorized skateboards, scooters or any other related transportation device may only be stored outside or on any Unit a maximum of 8 hours but not overnight, unless fully garaged. Moreover, no recreational vehicle shall be parked on any portion of the Common Area unless such areas are specifically designated for recreational parking. The Association may make reasonable rules regarding the use of motorized skateboards, mopeds, scooters and motorcycles in the Community. No Owner or other occupant of the Community shall repair or restore any vehicle of any kind upon or within the Community, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Vehicles shall be parked only within Units on paved surfaces and shall not block sidewalks or bike paths and the Unit Owners must park their motorcycles, motorized skateboards, scooters and car(s) in the garage when not in use. Parking by Owners within street rights-of-way is prohibited and the Association is authorized to tow vehicles parked in violation hereof. Overnight parking in street rights-of-way by non-Owners shall be prohibited.

Section 19. Recreation Equipment. All basketball courts, backboards, volleyball nets, swing sets, sandboxes and other outdoor recreational equipment shall be installed, maintained or used only in accordance with the Architectural Review Requirements, and approved by the Committee and no portable basketball hoop may be left outside overnight.

Section 20. Lawns and Landscaping. Any changes to a Unit's yard, landscaping, shrubbery and any flora (including the replacement, removal or addition of flora, plantings or modification of swales) to be performed by an Owner with respect to the Owner's Unit or lot appurtenant thereto must be approved by the Architectural Review Committee. Further, except as may be installed initially by Declarant, no gravel, blacktop or paved parking strips shall be installed or maintained by any Owner adjacent to and along the street. No trash, debris or refuse pile shall be placed or remain on a Unit.

Section 21. Subdivision. No Unit shall be further subdivided except upon express written consent of the Board of Directors of the Association, and in accordance with applicable subdivision regulations.

Section 22. Conservation Areas. No person may alter the Conservation Areas, including but not limited to all wetlands and upland buffer areas, from their natural and/or permitted condition; provided, however, the Association and/or Declarant, as applicable, may remove all exotic or nuisance vegetation as permitted under SFWMD permit pertaining to the Community, or restore any Conservation Area as set forth in any restoration plan contained in a conservation easement created for the Conservation Areas. Exotic vegetation may include, but is not limited to, mealeuca, Brazilian pepper, Australian pine, Japanese climbing fern or any other species currently listed by the Florida Exotic Pest Plant Council. Nuisance vegetation may include cattails, primrose willow and grapevine.

Section 23. Leases. No Unit Owner may dispose of a Unit or any interest therein by lease without approval of the Association, such approval to be granted or withheld in the Association's sole and absolute discretion. In order to maintain a community of congenial Owners who are financially responsible and thus protect the value of the Units, the leasing and rental of Units by any Owner shall be subject to the following provision, which provision each Unit Owner covenants to observe: (i) no Owner may lease his or her residence for a period less than ninety (90) days without the prior written approval of the Board, which approval is subject to the Board's sole and absolute discretion; (ii) the Unit Owner must first submit to the Board a copy of the fully executed lease for its approval, to determine whether the term is correct; (iii) the lease must specifically state that the tenant lets the Unit subject to the terms and conditions of this Declaration and that if the Unit Owner becomes delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Unit Owner related to the Unit have been paid in full to the Association and the Association releases the tenant, or until the tenant discontinues tenancy in the Unit. No Unit shall be rented more than three (3) times in any calendar year.

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Notwithstanding the above, the Association is entitled to exercise any and all other remedies at law or in equity as against the Unit Owner or the tenant. The tenant does not, by virtue of payment of monetary obligations, have any of the rights of a Unit Owner to vote in any election or to examine the books and records of the Association.

Section 24. Window Treatments. All window coverings shall be lined with white lining on the side exposed to the public, unless otherwise approved by the Board of Directors.

Section 25. Hurricane Shutters. Any hurricane shutters or other protective devices visible from the outside of a Unit shall be of a type approved in writing by the Architectural Review Committee. Hurricane shutters may not be left closed for any extended period beyond the time needed for hurricane protection. Any approved hurricane shutters may be installed or closed up five (5) days prior to the expected arrival of a hurricane and must be removed or opened within five (5) days after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the Committee shall not be deemed as an endorsement of the effectiveness of hurricane shutters. The specific requirements applicable to hurricane shutters shall be provided for in the Rules and Regulations.

Section 26. Garage. All garage doors must be closed when not in use. No Unit Owner may convert his or her garage to living space, an office or workshop.

Section 27. Unmanned Aerial Vehicles. No unmanned aerial vehicles or unmanned aircraft systems (i.e. drones) with cameras may be operated by an Owner, its guests, lessees, licensees, agents or family members on any portion of the Community, except for the purpose of advertising or examining the respective Owner's Home. Owners, their guests, lessees, licensees, agents or family members shall follow all national, state and local regulations in the operation of unmanned aerial vehicles in the Community, including, but not limited to, all Federal Aviation Administration rules and regulations.

Section 28. Declarant and Land Owner Exemption. The provisions of this Article are intended to restrict certain uses that may be harmful or affect the ambience or aesthetic appeal of the Community to be constructed by Declarant. The restrictions are not intended to prohibit Declarant from performing such work as may be necessary in the completion of the work in the Community. The restrictions of this Article shall therefore not be binding upon Declarant in the performance of any of the work required in order to complete construction of the Community. In addition, Land Owner is exempt from the restrictions in this Article.

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ARTICLE XIII
DECLARANT'S RIGHTS

Section 1. Declarant's Rights. The Declarant and its successors or assigns will undertake the work of constructing Units and related amenities on the Units and improvements on the Common Areas. The completion of that work and the sale, rental and other disposal of Units is essential to the establishment and welfare of the Community as a community. As used in this Section and its subparagraphs, the words "its successors or assigns" specifically do not include purchasers of completed Units. In order that said work may be completed and the Community established as a fully occupied Community as rapidly as possible, no Owner or the Association shall do anything to interfere with the Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or Bylaws shall be understood or construed to:

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

(b) Prevent the Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by the Declarant or on any Common Areas, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the Community as a Community and disposing of the same by sale, lease or otherwise; or

(c) Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors or representatives, from conducting on any property owned or controlled by the Declarant or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements within the Community and of disposing of Units therein by sale, lease or otherwise; or

(d) Prevent the Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be constructed as part of the Community.

Notwithstanding any provisions to the contrary herein, the Declarant expressly reserves the right to retain one or more Units in the Community as a guest house, to be used and enjoyed by the Declarant, its affiliates, employees, invitees, and licensees for any lawful purpose together with access to and use of all Common Areas. Any or all of the special rights and obligations of the Declarant may be transferred to other parties, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records of the County. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any property in any manner whatsoever.

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

Section 2. Common Areas.

(a) So long as the Declarant owns land in the Community for development or for sale in the ordinary course of business:

(i) Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas; provided, no such easement shall structurally weaken or otherwise interfere with the use of the Common Area by Owners.

(ii) Declarant may in its sole discretion, set aside, convey, lease, grant an easement, license or other use right to real property to the Association within or without the Community for such purposes as may be expressed in the instrument of conveyance, lease or grant of easement, license or other use right. The Association must accept from Declarant any such conveyance, designation, dedication, lease, grant of easement or license, or grant of other use right. No such real property shall be considered to be Common Areas until actually so conveyed, designated, dedicated by platting, leased or a grant of easement, license or other use right is created by a written instrument. The written instrument shall also provide when the area(s) of land are designated, dedicated, conveyed, leased, licensed or a use right is granted to the Association.

(iii) The Association shall not accept from any Person other than Declarant or Land Owner a conveyance, dedication, lease, grant of license or grant of use right except upon the prior written consent of the Declarant or of the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

(iv) Declarant shall have the right and the power to regulate and control the external design and appearance of the Common Areas in such a manner as Declarant deems appropriate as to promote a quality environment which will preserve the value of the Units and to foster the attractiveness and functional utility of the Community as a place to live.

(v) Any use of the Common Areas shall be subject to the prior written approval of Declarant or the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

(vi) Declarant shall have the right in its sole discretion to grant easements, licenses or use rights for the Common Areas to Persons that are not Members. The Board of Directors shall have the right to grant easements, licenses and use rights for the Common Areas to Persons that are not Members after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

(b) Prior to any conveyance, designation, dedication, lease or grant of easement, license or other use right by Declarant to the Association of any property, Declarant shall have the right to charge reasonable fees for the use of such property; thereafter, the right to use such property may be subject to reasonable rents, fees and other charges in favor of the Association; in any event, rents, fees and other charges required to be paid to Declarant under the leases, grants, license or contracts creating the use right shall continue to be paid.

(c) Any real property conveyed, leased or the use of which has been granted by Declarant or any third party to the Association as Common Areas is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members, their guests and tenants unless otherwise provided by the Declarant.

(d) No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Areas. So long as Declarant owns any Unit located in the Community for development or for sale in the ordinary course of business, the Declarant shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity and thereafter the Board of Directors of the

Association shall make such determination. Nothing shall be done within the Common Areas which may be or become a nuisance to Residents or Members.

(e) Neither the execution and recordation of this Declaration, nor the creation of the Association or other entity, nor the recordation of any other instrument subjecting any land in the Community to protective covenants and restrictions shall obligate or require Declarant or any other Person to grant any right, power, duty or privilege of any nature or kind to the Association or other entity; or obligate or require Declarant to perform any act permitted under this Declaration or to enforce any covenants, condition, restriction or other provision thereof.

(f) The Declarant and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of the Community for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Areas or elsewhere in the Community as the Declarant and its affiliates, employees and agents, as appropriate, elect to effect. Further, the Declarant and its affiliates, guests and invitees shall have right to use the Common Areas for sales, leasing, customer parking, displays and signs during the period of construction and sale of any of the land owned by the Declarant and its affiliates within the Community, including the operation of a sales office. All of the foregoing shall apply notwithstanding the fact that the Association holds title to the applicable Common Areas as of any relevant time.

Section 3. Development, Sales and Construction Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees over, upon, across and under the Property, as may be required in Declarant's sole opinion, in connection with the development, construction and sale of the Community and other lands designed by Declarant. This right shall include, without limitation, the right to: locate and maintain business offices, construction trailers, models, sales offices, and parking associated therewith; post and maintain signs; and maintain employees in the models and offices. The sales offices and signs and all items pertaining to development and sales shall remain the property of Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within the Community for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Community System provided by Declarant. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Units, and the Common Areas, and Declarant may use portions of the Units and the Common Areas, for storage of construction materials. Declarant shall have no liability or obligations to repave, restore or repair any portion of the Common Area as a result of the use of the same for construction traffic, and all maintenance and repair of such Common Area shall be deemed ordinary maintenance of the Common Areas payable by all owners as part of the assessments. Without limiting the foregoing, at no time shall Declarant be obligated to pay any amount of the Association on account of Declarant's use of the Common Areas for construction purpose. Declarant intends to use the Common Areas for sales and re-sales of Units. Further, Declarant may market other residences and commercial properties located outside the Community from Declarant's sales facilities located within the Community. Declarant has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and picnics, and any other activities employed in the marketing of homes. The easements created by this Section, and the rights reserved herein in favor

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of Declarant, shall be construed as broadly as possible and supplement the other rights of Declarant set forth herein. At no time shall Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF HIS OR HER DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE, OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH OWNER, OCCUPANT AND USER ULTIMATELY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES WILL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON OR ALLOW CHILDREN, GUESTS OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) PROPERTY WITHIN OR IN PROXIMITY TO THE AREA WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS); (iii) DECLARANT, THE LAND OWNER, THE ASSOCIATION, AND THE OTHER LISTED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS FROM ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FORM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

Section 4. Modification. The development and marketing of the Community will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or the Architectural Review Requirements, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of the Community, as an example and not a limitation, to amend a Plat and/or the site plan for the Community; modify the boundary lines of the Common Areas; grant easements, dedications, agreements, licenses, restrictions, reservations, covenants and/or rights-of-way; and/or take such other action(s) which Declarant or its agents, affiliates or assignees may deem necessary or appropriate. The Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

Section 5. Promotional Events. Declarant shall have the right, at any time, to hold marketing, special, and/or promotional events within the Community, without any charge for use of the Property. Declarant, its agents, affiliates and/or assignees shall have the right to market the Community in advertisements and other media by making reference to any portion(s) of the Community, including, but not limited to, pictures of drawings of the Community and Units. All logos, trademarks and designs used in connection with the Community are property of the

Declarant, and the Association shall have no right to use same except with the express written permission of the Declarant.

Section 6. Use by Prospective Purchasers. Declarant shall have the right to use, without charge, the Common Areas for the purpose of entertaining prospective purchasers of Units or other properties owned by Declarant outside of the Community.

Section 7. Enforcement and Inaction.

(a) So long as the Declarant owns land in the Community for development or for sale in the ordinary course of business, Declarant shall have the right and power, but not the obligation, to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions, to levy against the land to enforce any lien created by this Declaration, and to delegate or assign either exclusively or non-exclusively any or all of its rights, powers, duties or privileges hereunder to the Association, or to an Owner, or to any other Person. In the event Declarant expends any sum of money to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration, the Association shall immediately reimburse the Declarant for such expenditure. Failure by Declarant, or by the Association or any other Owner or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter. After Declarant no longer owns any land in the Community for development or sale in the ordinary course of business, the Association shall have the right and power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration.

(b) The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by Declarant or the Association in any action against an Owner to enforce any provisions of this Declaration shall be a personal obligation of such Owner which shall be paid by such Owner and any amount which remains due and unpaid shall be a continuing lien upon the Owner's Unit collectible in the manner provided in Article VIII.

(c) Notwithstanding anything to the contrary in this Declaration, the terms and provisions of this Article shall not be amended, modified or terminated without the prior written consent of the Declarant so long as Declarant owns any Unit(s) in the Community.

Section 8. Option Agreement. Notwithstanding anything to the contrary provided in this Declaration, it is understood and agreed that with respect to any Property owned by Land Owner, the rights of Declarant hereunder remain subject to the terms and conditions of the Option Agreement. During the term of the Option Agreement, Declarant shall remain liable for any and all costs, fees, and expenses properly imposed upon the Declarant or Land Owner pursuant to the terms of this Declaration, such obligations to include, as applicable, the timely payment of any Base Assessments, Neighborhood Assessments, Special Assessments, Specific Assessments and other costs of Common Expenses for the Lots, as well as property tax assessments arising in connection with the Lots owned by Land Owner. Upon any termination of the Option Agreement, Land Owner shall have the right, but not the obligation, to automatically assume all title, rights, powers, authority, duties and obligations of Declarant hereunder, which assignment and

assumption of Declarant rights shall be evidenced by the recordation of a written Notice of Assignment of Declarant's Rights, evidencing the termination of the Option Agreement, expressly identifying the rights of the Land Owner hereunder, and providing that Land Owner's obligations shall be effective as of the date of recordation of the Notice of Assignment of Declarant's Rights, but in no event shall Declarant be relieved of any obligations or liabilities arising prior to such recordation. Irrespective of the termination of the Option Agreement, to the extent that Declarant has acquired title to any of the Lots or other property in the Community, Declarant's rights hereunder shall remain in full force and effect only with respect to such acquired property.

ARTICLE XIV
ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS

Section 1. Compliance by Owners. Every Owner, Owner's family, guests, invitees, tenants and employees shall at all times comply with all Bylaws, Rules and Regulations, Community-Wide Standards, Architectural Review Requirements, Use Restrictions, and with the covenants, conditions and restrictions set forth herein and in the deed to his Unit (as hereinafter referred to in this Article, the "**Rules**"). All violations shall be reported immediately to a member of the Board. Disagreements concerning violations, including interpretation of the Rules, shall be presented to and determined by the Board of Directors, whose interpretation and whose remedial action shall control. In the event that an Owner fails to abide by the Rules, then he or she may be subject to any action, right of entry, fine, or other remedy contained in this Declaration. Each remedy shall be non-exclusive and in addition to all other rights and remedies to which the Declarant, Land Owner, or the Association may be entitled. Failure by the Association to enforce any Rules or exercise any right or remedy contained herein shall not be deemed a waiver of the right to do so thereafter.

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Section 2. Actions. The Board of Directors may bring an action at law and/or in equity (including an action for injunctive relief), or both, in the name of the Association to enforce the Rules. In such an event, the Association additionally shall be entitled to recover costs and attorneys' fees.

Section 3. Right of Entry. Violation of the Rules shall give the Association or its duly authorized agent the right to enter a Unit or any portion of the Common Area to summarily abate or remove, at the expense of the Owner, any structure, thing or condition which violates the Rules. The Association shall not be liable in any manner for trespass, abatement or removal, and all costs and fees incurred by the Association may be specifically assessed against the violating Owner and shall be treated as a Specific Assessment otherwise due the Association.

Section 4. Fines. The Board, in its sole discretion, may impose a fine or fines upon an Owner for failure to comply with any obligation, requirement or rule, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner in writing of the non-compliance. Included in the notice shall be the date and time of the next meeting at which the non-compliance will be heard and considered. The notice of the non-compliance to the Owner shall provide, at a minimum, at least fourteen (14) days' notice prior to the meeting.

(b) Hearing: The noncompliance shall be presented at a meeting before a committee of at least three (3) members appointed by the Board, who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee, where the Owners may protest any allegation of non-compliance and any imposition of fines. A written decision of the committee shall be submitted to the Owner not later than twenty-one (21) days after the meeting. The committee must approve, by a majority vote, the proposed fine, prior to it being imposed.

(c) Fines: The Board of Directors may impose reasonable fines, not to exceed $100 per violation per day, against any Owner, tenant, guest or invitee for the failure of the owner of the Unit, or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Bylaws, or reasonable rules of the Association. A fine may be levied by the Board of Directors for each day of a continuing violation, with a single notice and opportunity for hearing as provided pursuant to paragraphs (a) and (b) of Section 4.23 of the Bylaws and as provided in this Declaration, and there shall be no aggregate ceiling on the total fine which may be imposed for a recurring violation.

(d) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition.

(e) Assessments: Fines shall be treated as a Specific Assessment otherwise due to the Association. All fines in the aggregate amount of $1,000 or more shall be a charge and continuing lien upon each Unit against which the fine(s) is made until paid. Upon recording of a claim of lien, there shall exist a perfected lien for unpaid fines in the aggregate amount of $1,000 or more on the respective Unit prior and superior to all other liens, except all taxes, bonds, assessments and other levies which by law would be superior thereto, a lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value, but subject to the limitations provided in Section 8 of Article VIII hereof. Such lien may be enforced by suit, judgment and foreclosure.

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

(g) Non-Exclusive Remedy: Any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

Section 5. Suspension of Use & Voting. The Board of Directors may suspend, for a reasonable period of time, the right of a Member, or a Member's tenant, guest, or invitee, to use the Common Areas and/or facilities for the failure of the Owner or its occupant, licensee or invitee to comply with any provision of the Declaration, the Bylaws, or reasonable rules of the Association, provided that the Association must provide notice and an opportunity for a hearing as provided under Section 4(a) and (b) of this Article and under Section 4.23 of the Bylaws. However, nothing herein shall authorize the Board of Directors to limit ingress and egress to or from a Unit or access to Common Areas used to provide utility services to a Unit.

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If an Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid in full, the rights of any Owner, tenant, guest or invitee to use any Common Area and/or facilities. The notice and hearing requirements provided under Section 4(a) and (b) of this Article and under Section 4.23 of the Bylaws do not apply to a suspension of use rights due to a monetary delinquency.

The Association may also suspend the voting rights of a Member for nonpayment of any monetary obligation due to the Association that is delinquent in excess of ninety (90) days. The notice and hearing requirements provided under Section 4(a) and (b) of this Article and under Section 4.23 of the Bylaws do not apply to a suspension of voting rights due to a monetary delinquency.

Notwithstanding any other provision to the contrary, but only as to this subsection, if Chapter 720, Florida Statutes, is ever amended to provide that the Association shall have the right to exercise the suspension rights (for either use of Common Areas/facilities and/or voting rights) enumerated in this subsection for a monetary delinquency of less than ninety (90) days, or in the event that Chapter 720, Florida Statutes, is ever amended to provide that the Association shall have the right to exercise the suspension rights (for either use of Common Areas/facilities and/or voting rights) enumerated in this subsection for other types of violations, then such rights shall automatically be bestowed upon the Association without need for amending this Declaration or providing any notice.

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Section 6. Enforcement. Failure to comply herewith or with such Rules and Regulations shall be grounds for immediate action. The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms, or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Land Owner, the Association, or any Owner may, but shall not be required to, seek enforcement of this Declaration. Any Owner who seeks enforcement of this Declaration shall, by his actions, be deemed to have indemnified the Declarant, the Land Owner, and the Association from all liabilities resulting from his actions. In an action to enforce this Declaration, the non-prevailing party shall pay to the prevailing party all costs and reasonable attorneys' fees at all trial and appellate levels.

Section 7. Covenants. All provisions of this Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every Unit Owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors, assigns and leases shall be bound by all the provisions of this Declaration. Each Unit Owner, by virtue of taking title to a Unit, hereby agrees that the deed of conveyance of the Unit to a third party shall specifically state that the Unit is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of Collier County, Florida. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Units.

ARTICLE XV
ASSIGNMENT

Any or all of the rights, powers, obligations, easements and estates reserved or given to the Declarant, Land Owner or the Association may be assigned by the Declarant, Land Owner or by the Association, as the case may be, in whole or in part, to the Association or any other assignee. Any assignment shall be made by appropriate instrument in writing, and any assignee shall expressly agree to assume the rights, powers, duties and obligations contained herein, and the assignor shall be relieved and released of all responsibility and obligations associated with the assigned items. Notwithstanding anything to the contrary provided herein, so long as Land Owner remains the owner of any Lots and to the extent only that any forgoing assignment by the Declarant may impact said Lots in any way, Declarant may not assign, pledge, hypothecate or otherwise transfer any rights, powers, authority, duties or obligations under this Declarant without the prior written consent of Land Owner.

ARTICLE XVI
CONSERVATION AREAS

Portions of the Community shall contain Conservation Areas, as required by SFWMD, and as more particularly identified on the Plat or pursuant to any conservation easements created pursuant to Section 704.06, Florida Statutes. All Owners are notified that portions of the Units may contain or lie adjacent to Conservation Areas and each Owner shall comply with all use restrictions created herein or pursuant to any conservation easements created for the Conservation Areas. The Association is charged with the duty of perpetually maintaining all Conservation Areas in accordance with the requirements contained in SFWMD permit pertaining to the Community and any subsequent conservation easements created. All expenses incurred in maintaining the Conservation Areas shall be deemed Common Expenses and the Unit Owners shall be responsible for paying same. The Association is further charged with the duty to perpetually maintain all markers and signage required by SFWMD permit governing the Community and the Association shall have a perpetual right and easement over the entire Community to maintain the Conservation Areas, and all markers and signs pertaining thereto.

THE CONSERVATION AREAS MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND, DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH, REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION, WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL, EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL, DIKING OR FENCING, AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

ARTICLE XVII
WATER MANAGEMENT SYSTEM

Section 1. Dedication. The Water Management System is hereby dedicated as part of the Common Areas. The Water Management System shall be the perpetual responsibility of the Association and may in no way be altered from its natural or permitted state.

Section 2. Maintenance and Monitoring. The Association shall be responsible for the maintenance, operation and repair of the Water Management System. Maintenance of the Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the SFWMD. Any repair or reconstruction of the Water Management System shall be as permitted or if modified, as approved by the SFWMD. Reinspection reporting shall be performed in accordance with the terms and conditions of the SFWMD Permit. To the extent there is wetland mitigation on the Property that requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of wetland mitigation areas each year until SFWMD determines that the areas are successful in accordance with the SFWMD Permit. The Association's registered agent shall maintain copies of the SFWMD Permit and all permitting actions related thereto.

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Section 3. Use Restrictions. The Association shall enforce the use restrictions for the Water Management System. Activities prohibited within the Water Management System shall include, but not be limited to:

(a) Digging or excavation;

(b) Depositing fill, debris, or any other material or item;

(c) Constructing or altering any water control structure; or

(d) Any other construction that would modify the Water Management System.

No vegetation in any wetland mitigation area or wet detention pond shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SFWMD. Construction and maintenance activities that are consistent with the design and permit conditions approved by SFWMD in the SFWMD Permit may be conducted without specific written approval from SFWMD.

Section 4. Enforcement by Water Management District. The SFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration and take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel the Association to correct any outstanding problems with the Water Management System.

Section 5. Dissolution of Association. If the Association ceases to exist, then the control or right of access to any portion of the Property containing the Water Management System shall be conveyed or dedicated to an appropriate governmental unit or public utility. If the Water

Management System is not accepted by a governmental or public utility, then they shall be conveyed to a non-profit corporation similar to the Association.

Section 6. Covenant for Maintenance Assessments for Association. Assessments shall also be used for the maintenance and repair of the Water Management System including but not limited to work within retention areas, drainage structures and drainage easements.

Section 7. Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Water Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Unit which is a part of the Water Management System at a reasonable time and in a reasonable manner to operate, maintain or repair the Water Management System as required by the SFWMD permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Water Management System. No person shall alter the drainage flow of the Water Management System, including buffer areas or swails, without the prior written approval of the SFWMD.

Section 8. Amendment. Any amendment to this Declaration which alters any provisions relating to the Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the SFWMD.

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ARTICLE XVIII
DISCLOSURES

Section 1. Mildew. Given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit, and/or the Property. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Declarant and Land Owner from any and all liability resulting from same.

Section 2. Mitigation of Dampness and Humidity. No Unit Owner, excluding Declarant, shall install, within his or her Unit, or upon the Common Areas, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 78°F, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Declarant and Land Owner do not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth in this Declaration, in the event that the Association

reasonably believes that the provisions of this Section are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association, with all such costs to be deemed charges hereunder).

Section 3. Warranty Disclosure. To the maximum extent lawful, Declarant and Land Owner hereby disclaim any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute and all other express and implied warranties of any kind or character. Declarant and Land Owner have not given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner, by accepting deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Declarant and Land Owner that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit. The Unit Owner has neither received nor relied on any warranties and/or representations from Declarant or Land Owner of any kind, other than as expressly provided herein. All Unit Owners, by virtue of their acceptance of title to their respective Units (whether from the Declarant or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. The foregoing shall also apply to any party claiming by, through or under a Unit Owner, including a tenant thereof. Buyer acknowledges and agrees that Declarant and Land Owner do not guarantee, warrant or otherwise assure, and expressly disclaims, any right to view and/or natural light.

Section 4. Unit Measurements. Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary by more than a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Declarant's promotional materials or otherwise. Without limiting the generality of this Section, Declarant and Land Owner do not make any representation or warranty as to the actual size, dimensions or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

Section 5. Building Area. Units adjacent to water bodies within the Community may actually contain less building area than reflected on the Plat, and no Owner shall have any claim(s),

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cause(s) of action or basis for any demand(s) against Declarant, the Land Owner, and/or the Association as a result thereof or in relation thereto.

Section 6. Security. The Association will strive to maintain the Community as a safe, secure residential environment. HOWEVER, NEITHER THE ASSOCIATION, THE LAND OWNER, NOR THE DECLARANT SHALL IN ANY WAY BE CONSIDERED GUARANTORS OF SECURITY WITHIN THE COMMUNITY, NEITHER THE ASSOCIATION, THE LAND OWNER, OR THE DECLARANT SHALL HAVE ANY OBLIGATION TO AFFIRMATIVELY TAKE ANY ACTION IN ORDER TO MAINTAIN THE COMMUNITY AS A SAFE, SECURE RESIDENTIAL ENVIRONMENT, AND NEITHER THE ASSOCIATION, THE LAND OWNER OR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD, THE LAND OWNER, THE DECLARANT AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT GUARANTORS AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, LOTS, UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGE THE ASSOCIATION, ITS BOARD, THE LAND OWNER, THE DECLARANT AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

Section 7. Notices and Disclaimers as to Community Systems. Declarant, its affiliated entity, the Association, their successors or assigns may enter into contracts for the provision of security services through any Community Systems. DECLARANT, ITS AFFILIATED ENTITY, THE LAND OWNER, THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, NOTIFY AUTHORITIES OF FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY RECEIVING SECURITY SERVICES THROUGH THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DECLARANT, ITS AFFILIATED ENTITY, THE LAND OWNER, THE ASSOCIATION, ANY SUCCESSOR OR ASSIGN ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE UNIT, DO NOT HAVE ANY OBLIGATION TO AFFIRMATIVELY TAKE ANY ACTION TO PREVENT SUCH OCCURRENCES, AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the party of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services through the Community

Systems agrees that Declarant, its affiliated entity, the Land Owner, the Association, any successor or assign assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of a Unit obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of the Declarant, its affiliated entity, the Land Owner, the Association, their successors or assigns for loss, damage, injury or death shall be limited to a sum not exceeding Two Hundred Fifty U.S. Dollars ($250.00), which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, its affiliated entity, the Land Owner, the Association, their successor or assign of any of same. Further, in no event will Declarant, its affiliated entity, the Land Owner, the Association, their successors or assigns be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

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Section 8. Notices and Disclaimers as to Water Bodies. NEITHER DECLARANT, THE LAND OWNER, THE ASSOCIATION, NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "**LISTED PARTIES**") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. THERE IS NO GUARANTY BY THE LISTED PARTIES THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. FURTHER, 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 HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES SHALL, FROM TIME TO TIME, EXCAVATE, CONSTRUCT AND MAINTAIN WATER

BODIES WITHIN PROXIMITY TO THE PROPERTY. NOTWITHSTANDING THE FOREGOING, EXCAVATION OR CONSTRUCTION OF WATER BODIES SHALL BE PROHIBITED UNLESS OTHERWISE AUTHORIZED BY THE PERMITS. IN THE EVENT THAT THE EXCAVATION OR CONSTRUCTION OF WATER BODIES IS NOT AUTHORIZED BY SAID PERMITS, SUCH EXCAVATION OR CONSTRUCTION MAY ONLY TAKE PLACE IF A PERMIT MODIFICATION IS OBTAINED. BY THE ACCEPTANCE OF HIS OR HER DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT OR 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 CHILDREN, GUESTS OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY WATER BODY WITHIN THE PROPERTY EXCEPT AS SPECIFICALLY PERMITTED BY THIS DECLARATION OR THE RULES AND REGULATIONS ADOPTED BY THE ASSOCIATION; (iii) DECLARANT, THE LAND OWNER, THE ASSOCIATION, AND THE OTHER LISTED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS FROM ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES; (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (v) THIS ACKNOWLEDGEMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

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, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE COMMUNITY 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.

NEITHER DECLARANT, TH ELAND OWNER, OR THE ASSOCIATION SHALL BE OBLIGATED TO ERECT FENCES, GATES OR WALLS AROUND OR ADJACENT TO ANY WATER BODY WITHIN THE COMMUNITY.

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ARTICLE XIX
GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions contained in this Declaration or any amendment thereto shall run with and bind the land and any Owner or lessee thereof, and shall inure to the benefit of and be enforceable by the Declarant, the Land Owner, the Association, or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded. The covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of two-thirds (2/3) of the Units is recorded which changes or terminates the covenants, conditions and restrictions in whole or in part. However, no instrument which changes or terminates the covenants, conditions or restrictions shall be effective unless executed and recorded at least ninety (90) days in advance of the end of the initial or any extension period hereof, and unless written notice of the proposed instrument is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Amendment.

(a) Prior to Turnover Date. Prior to the Turnover Date, Declarant may unilaterally amend this Declaration for any purpose; provided, however, any such amendment shall not adversely affect title to any Unit unless the Owner shall consent thereto in writing and so long as said amendment (i) is not unequivocally contrary to the overall, uniform scheme of development for the Community; (ii) is not arbitrary, capricious, or in bad faith; (iii) is not prejudicial to the rights of existing non-developer Members to use and enjoy the benefits of Common Areas; and (iv) does not materially shift economic burdens from Declarant to the existing non-developer Members. The Association shall, forthwith upon the request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Declarant's right to amend under this provision is to be construed as broadly as possible. Notwithstanding anything to the contrary provided in this Declaration, no provision of this Declaration affecting any portion of the Property owned by Land Owner may be amended without the written consent of the Land Owner.

(b) After the Turnover Date. After the Turnover Date, the Declarant with the consent of the majority of the Board of Directors, may amend this Declaration, if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) otherwise necessary to satisfy the requirements of any governmental agency; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing.

(c) By Owners. Subject to the other terms and conditions of this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any

COLLIER COUNTY FLORIDA COPY

combination thereof, of Members representing two-thirds (2/3) of the total Class "A" votes in the Association, and the consent of the Declarant, so long as the Declarant owns a Unit in the Community. In addition, the approval requirements set forth in Article XIV hereof shall be met if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation in the land records of the County, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to so consent, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege, which consent may be withheld for any reason whatsoever. No amendment may remove, revoke or modify any right or privilege of the Land Owner without the written consent of the Land Owner, or the assignee of such right or privilege, which consent may be withheld for any reason whatsoever.

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Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable Rules and Regulations governing the use of the property within the Community, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration and the Architectural Review Requirements. Such Rules and Regulations shall be binding on all Owners and occupants.

Section 4. Termination. Should the Members vote not to renew and extend this Declaration, the Common Area owned by the Association shall be transferred to a trustee appointed by the Circuit Court of Collier County, Florida, which trustee shall sell the Common Area free and clear of the limitations imposed hereby upon terms established by a Circuit Court of Collier County, Florida. In such event, however, adequate provisions shall be made for the maintenance of any private water, sewer, streets or drainage facilities located within the Common Area, and such maintenance responsibility shall not become the responsibility of the County without its consent. The proceeds of a sale of the Common Area first shall be used for the payment of any debts or obligations constituting a lien on the Common Area, then for payment of any obligation incurred by the trustee in the operation, maintenance, repair or upkeep of the Common Area. The excess proceeds, if any, shall be distributed among the Owners in proportion to each Owner's Common Expenses.

Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage

paid, to the last known address of the Person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 6. Controlling Agreement. To the extent any provisions contained herein conflict with the Articles or the Bylaws, the provisions contained herein shall supersede such conflicting provisions contained in the Articles or Bylaws.

Section 7. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect. Further, it is the intent of Declarant that this Declaration be drafted in accordance with the provisions set forth in Chapter 720, Florida Statutes, as in effect on the date this Declaration is recorded and not being subject to subsequent amendments to Chapter 720, Florida Statutes, except as otherwise provided herein; therefore, in the event that it is determined at any time and by any person that any provision or Section hereof is invalid under, in conflict with or in violation of any provision or section of Chapter 720, Florida Statutes, as enacted on the date this Declaration is recorded, then such provision or Section of this Declaration shall be deemed and interpreted to comply with such statue as if such provision or Section hereof had originally been drafted in such manner.

Section 8. Partition. The Common Area shall remain undivided, and no Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners within the Community and without the written consent of all holders of all mortgages encumbering any portion of the property within the Community.

Section 9. Gender and Grammar. The singular, wherever used herein shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 10. Captions. The captions of each Article and Section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 11. Conveyances of Common Area. The Association shall accept conveyances of Common Area as are made from time to time to the Association by Declarant.

Section 12. Mortgagee Provisions. The following provisions are for the benefit of holders, insurers and guarantors of first mortgages on Units in the Community. The provisions of this Section apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein:

(a) Notices of Action. An institutional holder, insurer or guarantor of a first mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the street address of the Unit to which its mortgage relates, thereby becoming an "**Eligible Holder**"), will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Holder;

(ii) Any delinquency in the payment of assessments or charges owed by a Unit subject to the mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Declaration or Bylaws relating to such Unit or the Owner or Occupant which is not cured within sixty (60) days. Notwithstanding this provision, any holder of a first mortgage is entitled to written notice upon request from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or Bylaws which is not cured within sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(iv) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

(b) Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least seventy-five percent (75%) of the first mortgagees or Members representing at least seventy-five percent (75%) of the total Association vote entitled to cast consent, the Association shall not:

(i) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(ii) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner of a Unit (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Community regarding assessments for the Neighborhoods or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);

(iii) By act or omission change, waive or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Units and the Common Area (the issuance and amendment of architectural standards, procedures, Rules and Regulations, or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this provision);

(iv) Fail to maintain insurance, as required by this Declaration; or

(v) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an

Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

(c) Other Provisions for First Lien Holder. To the extent possible under Florida law:

(i) Any restoration or repair of the Community after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated.

(ii) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated.

(d) Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage or condemnation pursuant to Article X and Article XI, or to the addition of land in accordance with Article II.

(i) The consent of Members representing at least seventy-five percent (75%) of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of the Eligible Holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to a mortgage appertain, shall be required to terminate the Association.

(ii) The consent of Members representing at least seventy five percent (75%) of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of Eligible Holders of first mortgages on Units to which at least fifty one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required materially, to amend any provisions of the Declaration, Bylaws or Articles of Incorporation, or to add any material provisions thereto which establish, provide for, govern or regulate any of the following:

1. voting;

2. assessments, assessment liens or subordination of such liens;

3. reserves for maintenance, repair and replacement of the Common Area;

4. insurance or fidelity bonds; and

5. any provisions included in the Declaration, Bylaws or Articles of Incorporation, which are for the express benefit of holders, guarantors or insurers of first mortgages on Units.

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(e) No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

(f) Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Unit.

(g) Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of its respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may record an amendment to this Article to reflect such changes.

(h) Applicability of this Section. Nothing contained in this Section shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws or Florida law, for any of the acts set out in this Section.

(i) Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within sixty (60) days of the date of the Association's request, provided such request is delivered to the mortgagee by certified or registered mail, return receipt requested.

Section 13. Rights Reserved for Declarant with Respect to Community Systems. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:

(a) the title to any Community Systems and a perpetual easement for the placement and location thereof;

(b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in the County, for which service Declarant shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the Ordinances of the County);

(c) the right to offer monitoring/alarm services through the Community Systems; and

(d) the right to offer internet, telephone and other telecommunications services.

Neither the Association nor any officer, directors, employee, committee member or agent (including any management company) thereof shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right, privilege (including, without limitation,

performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

Section 14. Legal Actions By Associations. No judicial or administrative proceedings shall be commenced or prosecuted by the Association involving amounts in controversy in excess of $100,000.00 unless approved by a majority of the voting interests at a meeting of the membership at which a quorum has been obtained. Any action brought by the Association against one of its Unit Owners or against the Declarant shall be resolved by binding arbitration in accordance with the rules and procedures of Construction Arbitration Services, Inc. or its successor or an equivalent organization selected by the Board of Directors.

Section 15. Legal Actions By Unit Owners. To the extent permitted by any applicable laws, no Unit Owner shall have the right to object, to challenge, and/or to commence any legal proceeding under any act, power, or authority now in force or hereafter to be enacted except after following such procedures as may be established by the Board of Directors by rule or regulation consistent with the provisions of this Declaration. The Board of Directors, or a committee as may be appointed by the Board, shall hear claims from Unit Owners regarding alleged violations of the Declaration, Bylaws, and any Rules and Regulations (except for violations with respect to assessment obligations) of the Association. The Board of Directors or such committee shall hold a hearing on any such claim within forty-five (45) days after receipt by the Board of Directors of a written notice of claim and request for a hearing from a Unit Owner. A decision shall be issued in writing by the Board of Directors or such committee (which decision may at the Board of Directors or committee's discretion, but shall not be required, to include the rationale supporting the decision) within fifteen (15) days after the conclusion of the hearing, unless the parties involved agree to extend the timeframe for the decision.

Unless the internal remedies provided by this section and any Rules and Regulations as may be promulgated by the Board of Directors, shall be expressly waived by the Association, or the Association fails or refuses to act, no legal proceeding shall be commenced by any Unit Owner until such internal remedy is pursued to exhaustion. Once all Association procedures are exhausted, any and all disputes arising out of the Declaration, Bylaws, and any Rules and Regulations (except for violations with respect to assessment obligations) of the Association and all other torts and statutory causes of action ("**Claims**") shall be resolved by binding arbitration in accordance with the rules and procedures of Construction Arbitration Services, Inc. or its successor or an equivalent organization selected by Board of Directors.

Section 16. Indemnification. The Association and Owners, each, jointly and severally, covenant and agree to indemnify, defend and hold harmless Declarant, and Landowner, and each of their officers, directors, shareholders, employees and any related persons or corporations and its successors and assigns, from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life or damages to property sustained on or about the Property, including, without limitation, breaches or defaults under the Permits or resulting from or arising out of activities or operations of the Association or Owners; from and against all costs, expenses and liabilities incurred in relation to or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, including without limitation,

legal fees; and from and against any orders, judgments or decrees which may be entered relating to the foregoing, The costs and expense of fulfilling this covenant of indemnification shall be an association expense to the extent such matters are not covered by insurance maintained by the Association.

Section 17. Applicable Law. This Declaration is governed pursuant to the terms of all Applicable Laws, without regard to principles of conflict of law.

Section 18. Reliance. Before accepting a deed to a Unit, each Owner has an obligation to retain an attorney in order to confirm the validity of this Declaration. By acceptance of a deed to a Unit, each Owner acknowledges that he or she has sought and received such an opinion or has made an affirmative decision not to seek such an opinion. Declarant and Land Owner are relying upon each Owner to confirm in advance of acquiring a Unit that this Declaration is valid, fair, and enforceable. Because such reliance is detrimental to Declarant and Land Owner, an estoppel and waiver shall, by and upon acceptance of a deed to a Unit, exist prohibiting each Owner from taking the position that any provision in this Declaration is invalid in any respect. As a further inducement for Declarant and Land Owner to subject the Community to this Declaration, each Owner does hereby release, waive, discharge, covenant not to sue, acquit, satisfy and forever discharge Declarant, and Land Owner, and each of their respective its officers, directors, employees, agents and affiliates and assigns from any and all liability, claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises and demands whatsoever, in law or in equity, which an Owner has or may have in the future, or which any personal representative, successor, heir or assign of such Owner can, shall or may now or hereafter have against Declarant, and Land Owner, and each of their respective officers, directors, employees and/or agents, and/or its affiliates and assigns for, upon or by reason of any matter, cause or thing whatsoever with respect to or in relation to this Declaration or the exhibits attached hereto. This release and waiver is intended, and shall be interpreted and construed to be as broad and inclusive as permitted by the laws of the State of Florida.

Section 19. Limitation of Rights as Declarant. Notwithstanding any other provision contained in this Declaration, during the term of the Option Agreement and so long as TOLL FL XIII LIMITED PARTNERSHIP is the Declarant, TOLL FL XIII LIMITED PARTNERSHIP shall not, without the prior written consent of Land Owner, exercise any of the "Declarant" rights under this Declarant in any manner which will have a material or adverse impact on any portion of the Property owned by Land Owner.

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

WITNESSES:

"Declarant"

TOLL FL XIII LIMITED PARTNERSHIP, a Florida limited partnership

Name: Chad Peterson

By: _____

Print Name: Kevin R Brown

Print Title: Sr. Vice President

Name: James Hepler

STATE OF FLORIDA)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 31st day of July, 2019, by Kevin Brown, as Sr. Vice Pres of **TOLL FL XIII LIMITED PARTNERSHIP**, a Florida limited partnership, on behalf of the corporation and partnership. He/She is personally known to me or has produced _____ as identification.

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

THERESA A. MALLOY
MY COMMISSION # FF 939283
EXPIRES: March 22, 2020
Bonded Thru Notary Public Underwriters

Notary Public

Print Name: Theresa A. Malloy

Commission No. FF939283

My Commission Expires: 3/22/20

Exhibit "A" – Legal Description of property in the Community
Exhibit "B" – Articles of Incorporation
Exhibit "C" – Bylaws
Exhibit "D" – Limited Common Areas
Exhibit "E" – Declarant Guarantee
Exhibit "F" – Site Plan
Exhibit "G" – South Florida Water Management District – Environmental Resource Permit

CONSENT AND JOINDER

DRP FL 1, LLC ("DRP"), does hereby join in the document to which this Joinder and Consent is attached, and the terms are and shall be binding upon the undersigned and its successors in title. By this Joinder and Consent, DRP hereby acknowledges that (i) it is the fee owner of certain property described herein and hereby consents that such property be made subject to and effected by the attached Declaration, (ii) pursuant to its ownership of property and the terms of the Option Agreement, DRP has reserved various rights and powers as set forth in said Option Agreement, and (iii) DRP has received notice of and hereby consents to the actions taken under the attached Declaration, provided however that any and all submission of property to the Declaration shall require the consent of DRP.

IN WITNESS WHEREOF, this Joinder and Consent is executed this 7th day of August, 2019.

WITNESSES:

Print Name: Ethan Baer

Print Name: Dharmin Patel

Print Name: Ashleigh Goit

Print Name: Stefan Long

DRP FL 1, LLC, a Delaware limited liability company

By: DW General Partner, LLC, its Manager

By:

Print Name: HOUDIN HONARVAR

Print Title: AUTHORIZED SIGNATORY

By:

Print Name:

Print Title:

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF ~~FLORIDA~~ New York)
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 4th day of August, 2019, by Houdin Honarvar as Authorized Signatory and _____ as _____, of **DRP FL 1, LLC**, a Delaware limited liability company, on behalf of the company. They are personally known to me or have produced _____ and _____, respectively, as identification.

_____
Notary Public

Print Name: Meaghan Mahoney

Serial #: 01MA6346899

My Commission Expires: 8/22/2020

MEAGHAN MAHONEY
Notary Public, State of New York
Reg. No. 01MA6346899
Qualified in Nassau County
My Commission Expires 8/22/2020

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

CONSENT AND JOINDER

ABACO POINTE HOMEOWNERS ASSOCIATION, INC., does hereby join in the document to which this Joinder and Consent is attached, and the terms are and shall be binding upon the undersigned and its successors in title. This Joinder and Consent is for convenience only, and not a requirement of any document, or a condition precedent to the effectiveness of the document to which it is attached.

IN WITNESS WHEREOF, this Joinder and Consent is executed this 7th day of August, 2019.

WITNESSES:

Print Name: Chad Peterson

Print Name: JAMES HEPLER

Print Name: Theresa A. Malloy

Print Name: JAMES HEPLER

Abaco Pointe Homeowners Association, Inc., a Florida not-for-profit corporation

By:

Print Name: Kevin R Brown

Print Title: President

By:

Print Name: Chad Peterson

Print Title: S.P.M.

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 31st day of July, 2019, by Kevin Brown as Sr. Vice Pres and Chad Peterson as Sr. Proj. Mang., of **Abaco Pointe Homeowners Association, Inc.**, a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ and _____, respectively, as identification.

Notary Public

THERESA A. MALLOY
MY COMMISSION # FF 939283
EXPIRES: March 22, 2020
Bonded Thru Notary Public Underwriters

Print Name: Theresa A. Malloy

Serial #: FF 939283

My Commission Expires: 3/22/20

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT "A"

LEGAL DESCRIPTION OF THE COMMUNITY

DESCRIPTION PARCEL ONE (OR 3935 PG 1717)

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; LESS AND EXCEPT THE WEST 100 FEET THEREOF.

DESCRIPTION PARCEL TWO (OR 3936 PG 0123)

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; LESS THE WEST 100 FEET THEREOF;

AND

THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

DESCRIPTION PARCEL THREE (OR 3936 PG 0084)

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

DESCRIPTION PARCEL FOUR (OR 3936 PG 0033)

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA;

A/K/A

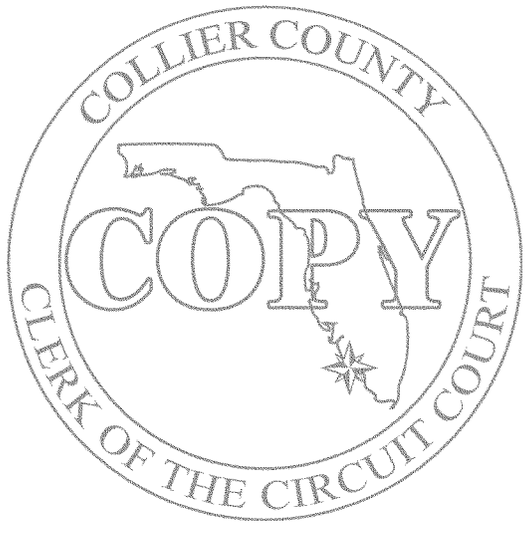
THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTH 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA;

LESS AND EXCEPTING COLLIER BLVD. RIGHT OF WAY

EXHIBIT "B"

ARTICLES OF INCORPORATION

See attached.



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8/14/... Division of Corporations

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FLORIDA PROFIT/NON PROFIT CORPORATION
ABACO POINTE HOMEOWNERS ASSOCIATION, INC.

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Certified Copy	0
Page Count	08
Estimated Charge	$70.00

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ARTICLES OF INCORPORATION
OF
ABACO POINTE HOMEOWNERS ASSOCIATION, INC.

THE UNDERSIGNED, in accordance with the provisions of Chapter 617, *Florida Statutes*, hereby make, subscribe and acknowledge these Articles of Incorporation for the purpose of forming a nonprofit Florida corporation.

ARTICLE I.

The name of the corporation is ABACO POINTE HOMEOWNERS ASSOCIATION, INC., and its mailing address and principal office address is c/o Toll Bros., Inc., 24201 Walden Center Drive, Suite 204, Bonita Springs, Florida 34134.

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

ARTICLE II.

All undefined terms appearing in initial capital letters herein shall have the meaning ascribed to them in that certain Declaration of Covenants, Conditions and Restrictions of Abaco Pointe (the "Declaration"), as it may be amended from time to time.

ARTICLE III.

This corporation does not contemplate pecuniary gain or profit, direct or indirect to its members, and its primary purposes are:

Section 1. To promote the health, safety and, social welfare of the owners of all lots located within Abaco Pointe, a planned community within Collier County, Florida (the "Community");

Section 2. To maintain all portions of the Community and improvements thereon for which the obligation to maintain and repair has been delegated to the corporation by the Declaration which is to be recorded in the public records of Collier County, Florida;

Section 3. To contract for the operation and maintenance of the Common Areas or Water Management System and to delegate any powers and duties of the Association in connection therewith, except such as specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;

Section 4. To operate and maintain the Water Management System, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plan compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. Moreover, the Association shall operate, maintain, and manage the Water Management System in a manner consistent with the SFWMD's permit requirements and applicable SFWMD rules and regulations, and the terms and conditions of the Declaration (including enforcement provisions) which relate to the Water Management System. Additionally, the Association shall levy and collect adequate assessments against Members for the cost of maintenance and operation of the Water Management System;

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Section 5. To exercise all rights and powers of a non-profit corporation permitted by Chapter 617, *Florida Statutes*; and

Section 6. To exercise any other powers necessary and proper for the governance and operation of the Association, including those powers set forth in the Declaration.

ARTICLE IV.

The term for which the corporation is to exist is perpetual unless the corporation is dissolved pursuant to any applicable provision of the *Florida Statutes*. Any dissolution of the corporation shall comply with the Declaration. In the event of dissolution, the control or right of access to any portion of the Properties containing the Water Management System shall be conveyed or dedicated to an appropriate governmental unit or public utility. If the Water Management System is not accepted by a governmental or public utility, then they shall be conveyed to a non-profit corporation similar to the Association.

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ARTICLE V.

The name and address of the subscriber of these Articles is:

Kevin Brown — c/o Toll Bros., Inc.
24201 Walden Center Drive, Suite 204
Bonita Springs, Florida 34134

ARTICLE VI.

The corporation shall be governed by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons. The members of the Board of Directors shall be elected in accordance with the provisions of Article IV of the Bylaws of the corporation. The initial Board of Directors shall consist of three (3) persons whose names and addresses are:

Kevin Brown — c/o Toll Bros., Inc.
24201 Walden Center Drive, Suite 204
Bonita Springs, Florida 34134

Chad Peterson — c/o Toll Bros., Inc.
24201 Walden Center Drive, Suite 204
Bonita Springs, Florida 34134

Ron Haislip — c/o Toll Bros., Inc.
24201 Walden Center Drive, Suite 204
Bonita Springs, Florida 34134

In the event of a vacancy on the Board of Directors, the vacancy shall be filled by the majority vote of the remaining Directors.

ARTICLE VII.

The affairs of the corporation are to be managed by a President, a Vice President, a Secretary, a Treasurer and such other Officers as the Bylaws of the corporation may provide for

from time to time. All Officers shall be elected by the Board at the first meeting of the Board of Directors following the annual meeting of the corporation and shall hold office until the next succeeding annual election of Officers or until their successors are elected and qualify.

The names of the Officers who are to serve until the first meeting of the Board following the annual meeting of the corporation are:

Chad Peterson	President
Kevin Brown	Vice President
Ron Haislip	Secretary/Treasurer

In the event of a vacancy in any office, the vacancy shall be filled by a majority vote of the Board of Directors.

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ARTICLE VIII.

Each Owner of a Unit within the Community shall be entitled to one (1) vote for each owned Unit or as otherwise more fully set forth in the Declaration.

ARTICLE IX.

Voting Rights. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners, with the exception of the Declarant. Class "A" Members shall be entitled to one (1) equal vote for each Unit owned in the Community. When more than one (1) person holds an ownership interest in any Unit, all such persons shall be Members, provided that only one vote may be cast on behalf of all such Members holding an ownership interest in any one Unit. The vote for such Unit shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one (1) person seeks to exercise it.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve or withhold approval of actions proposed under the Declaration and the Bylaws, are specified elsewhere in the Declaration and the Bylaws. The Class "B" Member may appoint a majority of the members of the Board prior to the Turnover Date. Following the Turnover Date, the Declarant shall have a right to disapprove actions of the Board and committees as provided in the Bylaws. Additionally, prior to the Turnover Date, the Class "B" Member shall be entitled to ten (10) votes for each Unit owned. After the Turnover Date, the Declarant shall be entitled to one (1) vote for each Unit owned, and shall be entitled to all rights and privileges associated with Class "A" membership in addition to all rights reserved to the Declarant as enumerated in the Declaration, these Articles of Incorporation, and the Bylaws.

The Class "B" Member shall terminate upon the earlier of:

(i) Three (3) months after ninety percent (90%) of the Units in the Community that will ultimately be operated by the Association have been conveyed to Owners other than Declarant or a Builder;

(ii) On that date which shall be twenty (20) years from the date upon which the Declaration shall be recorded in the public records;

(iii) When Declarant elects, in its sole discretion, to relinquish control of the Association to the Members;

(iv) Upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the governing documents of the Community;

(v) Upon Declarant filing a petition seeking protection under Chapter 7 of the federal Bankruptcy Code;

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

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

(viii) When, in its discretion, the Declarant so determines and declares in a recorded instrument.

ARTICLE X.

Thirty percent (30%) of the total vote that could be cast at any annual or special meeting, represented in person or by proxy, shall constitute a quorum at any meeting of the Members. If a quorum cannot be reached at any meeting of the membership, the meeting may be adjourned and reconvened without notice other than announcement at the meeting. Adjourned and reconvened meetings shall be at least three (3) days apart and, if a quorum is reached, any business may be transacted which might have been transacted at the adjourned meeting.

ARTICLE XI.

This corporation shall never have nor issue any shares of stock, nor shall this corporation distribute any part of the income of this corporation, if any, to its Members, Directors or Officers. However, the corporation shall not be prohibited from reasonably compensating its Members, Directors, or Officers for services rendered, nor shall the corporation be prohibited from making any payments or distributions to members of benefits, monies or properties permitted by Chapter 617, *Florida Statutes*.

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

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ARTICLE XII.

The corporation shall have all the powers set forth and described in Chapter 617, *Florida Statutes*, as presently existing or as may be amended from time to time, together with those powers conferred by the Declaration, these Articles of Incorporation and the Bylaws of the corporation, including, but not limited to, assess members for all expenses incurred in connection with maintaining and operating the Water Management System and the right to enforce that assessment pursuant to the imposition of liens.

ARTICLE XIII.

The corporation shall indemnify all persons who may serve or who have served at any time as Director or Officers, and their respective heirs, administrators, successors and assigns against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred in connection with the defense or settlement of any claim, action, suit or proceeding in which they or any of them are made a party, or which may be asserted against any of them, by reason of having been a Director or Officer of the corporation, except in such cases where the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Such indemnification shall be in addition to any rights to which such Director or Officer may otherwise be entitled.

ARTICLE XIV.

In the absence of fraud, no contract or other transaction between this corporation or any other person, firm, association, corporation or partnership shall be affected or invalidated by the fact that any Director or Officer of this corporation is pecuniarily or otherwise interested in, or is a director, member or officer of any such firm, association, corporation or partnership. Any director may vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors for the purpose of authorizing contract or transaction with like force and effect as if he were not so interested, or not a director, member or officer of such other firm, association, corporation or partnership.

ARTICLE XV.

The Bylaws of this corporation are to be made and adopted by a majority vote of the Directors and said Bylaws may not be altered, amended, rescinded or added to except as provided in the Bylaws.

ARTICLE XVI.

These Articles of Incorporation may be amended, altered, rescinded, or added to by appropriate resolution approved by a two-thirds (2/3) vote of the voting interest of the Members present at any duly convened membership meeting or, alternatively, by appropriate resolution adopted by a two-thirds (2/3) vote of the Board of Directors at any duly convened meeting of the Board and accepted by a two-thirds (2/3) vote of the voting interest of the Members present at any duly convened membership meeting. Any Member of this corporation may propose an amendment to the Articles of Incorporation to the Board or the membership, as the case may be. Notwithstanding the foregoing, until termination of the Class B Membership, any changes in the

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Articles of Incorporation may be made by a majority vote of the Board of Directors. Any proposed amendment to these Articles, which would affect the Water Management System (including environmental conservation areas and the water management portions of the Common Elements), must be submitted to the SFWMD or its successors for a determination of whether the amendment necessitates a modification of the applicable permit.

ARTICLE XVII

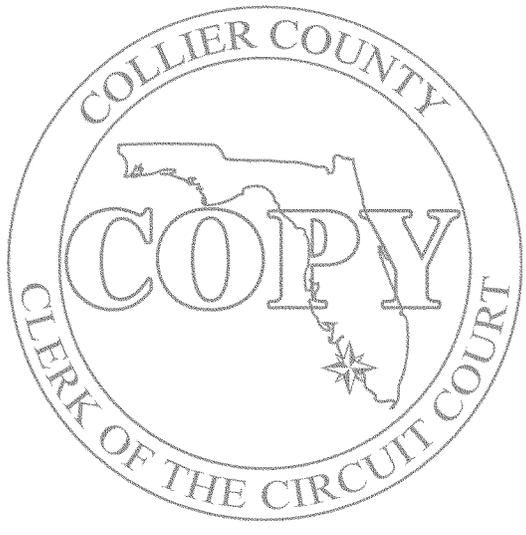
To the extent any provisions contained herein conflict with the Declaration, the provisions contained in the Declaration shall supersede such conflicting provisions contained herein.

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IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation, this 22 day of July, ~~2018~~ 2019

KEVIN BROWN



19 AUG 14 AM 11:10

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DESIGNATION OF REGISTERED AGENT
AND REGISTERED OFFICE

The initial registered agent of this corporation shall be CT Corporation System. The initial registered office of this corporation shall be 1200 South Pine Island Road, Plantation, Florida 33324.

ACCEPTANCE

Having been named registered agent to accept service of process for the above-named corporation, I hereby accept to act in this capacity and agree to comply with the provisions of Section 48.091, *Florida Statutes*.

CT CORPORATION SYSTEM

By: _____

Print Name: _____

Title: _____

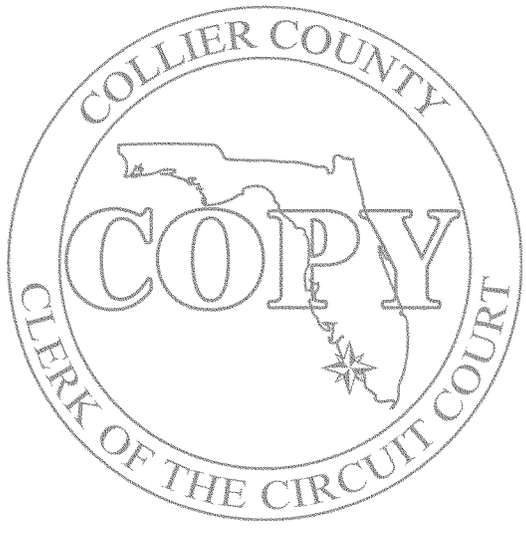
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TALLAHASSEE, FL

EXHIBIT "C"

BYLAWS

See attached.



BYLAWS
OF
ABACO POINTE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
IDENTITY

Section 1. Name. The name of this corporation is Abaco Pointe Homeowners Association, Inc. ("**Association**").

Section 2. Address. The address of the initial principal office of the Association is c/o Toll Bros., Inc., 24201 Walden Center Drive, Suite 204, Bonita Springs, Florida 34134.

ARTICLE II
DEFINITIONS

All terms used herein which are defined in that certain Declaration of Covenants, Conditions and Restrictions of Abaco Pointe (hereinafter "**Declaration**"), as it may be amended from time to time, shall have the same meaning herein as therein.

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ARTICLE III
MEMBER MEETINGS

Section 1. Annual Meeting. The annual meeting of the Members for the election of Directors and the transaction of whatever other business may properly come before the Members shall be held as outlined below.

Section 2. Notice. Notice of the annual meeting shall be mailed, postage prepaid, delivered or electronically transmitted not less than fourteen (14) days and not more than sixty (60) days prior to the date of the annual meeting and shall state the purpose, time and location of the meeting. Such notice shall be addressed to the Member at the address or electronic mail address, as applicable, of the Member as set forth in the Association's books and records. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Section 3. Special Meetings. Special meetings of the Members may be called for any purpose at any time by a majority of the Board, or by the written petition of fifty percent (50%) or more of the total voting interests of the Members, setting forth the purpose of the special meeting. Notice of such special meeting shall be in the same form and mailed, delivered or electronically transmitted in the same manner as for the annual meeting. Written notice of special membership meetings stating the time, place and date of such meeting shall be served upon, mailed or electronically transmitted to each Member entitled to notice at least fourteen (14) days but not more than sixty (60) days prior to such meeting, except in the case of an emergency, in which case notice shall be given that is reasonable under the circumstances. Members may waive notice of special membership meetings

prior to, at or subsequent to any meetings of Members except where prohibited by law. Nothing in these Bylaws shall be construed to prevent Members from acting by written agreement without meetings, as more particularly set forth in Section 3.12 hereof.

Section 4. Quorum. Thirty percent (30%) of the total vote that could be cast at any annual or special meeting, represented in person or by proxy, shall constitute a quorum at any meeting of the Members. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough to leave less than a quorum, provided that Members representing at least 25% of the total Class "A" votes in the Association remain in attendance, and provided that any action taken is approved by at least a majority of the votes required to constitute a quorum. A majority of the votes cast shall decide each matter submitted to the Members at a meeting, except in cases where a larger vote is specifically required.

Section 5. Order of Business. The order of business at Members' meetings shall be substantially as follows:

A. Call of the roll and certification of quorum;

B. Proof of notice of meeting or waiver of notice;

C. Reading of minutes and disposal of any unapproved minutes;

D. Reports of Officers;

E. Reports of Committees;

F. Election of Directors;

G. Old Business;

H. New Business; and

I. Adjournment.

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Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated by reference.

Section 9. Proxies. No proxy shall be valid unless signed by the Member or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to any meeting for which it is to be effective. No proxy shall be valid after two (2) months from its date of execution unless otherwise specified in the proxy.

Section 10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Members, or other group as the context may indicate totaling more than 50% of the total eligible number.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 12. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within 60 days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of Florida. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a unanimous vote of the Members.

Section 13. Online Voting System. The Association may conduct elections and other membership votes through an Internet-based online voting system in accordance with the provisions set forth in Chapter 720, Florida Statutes.

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ARTICLE IV
BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS COMPOSITION AND SELECTION

Section 1. Governing Body; Composition. The affairs of the Association shall be overseen by a Board of Directors, each of whom shall have one (1) equal vote. Except with respect to directors appointed by the Class "B" Member or the Declarant, the directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member.

Section 2. Number of Directors. The number of directors in the Association shall be not less than three (3) nor more than seven (7), as provided in Section 4.5 below. The initial Board shall consist of three directors as identified in the Articles of Incorporation.

Section 3. Directors prior to the Turnover Date. Subject to the provisions of Section 4.5 below, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

(i) Three (3) months after ninety percent (90%) of the Units in the Community that will ultimately be operated by the Association have been conveyed to Owners other than Declarant or a Builder;

(ii) On that date which shall be twenty (20) years from the date upon which the Declaration shall be recorded in the public records;

(iii) When Declarant elects, in its sole discretion, to relinquish control of the Association to the Members;

(iv) Upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the governing documents of the Community;

(v) Upon Declarant filing a petition seeking protection under Chapter 7 of the federal Bankruptcy Code;

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

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

(viii) When, in its discretion, the Declarant so determines and declares in a recorded instrument.

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Section 4. Nomination of Directors. Except with respect to directors selected by the Class "B" Member or the Declarant, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three or more Members or representatives of Members. The Nominating Committee shall be appointed by the Board of Directors not less than 30 days prior to each annual meeting of the Members to serve a term of one year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled from each slate as provided in Section 4.5 below and provided such nominations comply with Chapter 720, Florida Statutes. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 5. Election and Term of Office. Notwithstanding any other provision of these Bylaws:

a. Within 30 days after the time that Class "A" Members other than Builders own 25% of the Units proposed by the Master Plan for the Property, or whenever the Class "B" Member earlier determines, the President shall call a special meeting at which Members representing the Class "A" Members shall be entitled to elect one of the three directors, who shall be an at-large

director. The remaining two directors shall be appointees of the Class "B" Member. The director elected by the Members shall not be subject to removal by the Class "B" Member and shall be elected for a term of two years or until the happening of the event described in subsection (b) below, whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.

b. Within 30 days after the time that Class "A" Members other than Builders own 50% of the Units proposed by the Master Plan for the Property, or whenever the Class "B" Member earlier determines, the Board shall be increased to five directors. The President shall call a special meeting at which Members representing the Class "A" Members shall be entitled to elect two of the five directors, who shall serve as at-large directors. The remaining three directors shall be appointees of the Class "B" Member. The directors elected by the Members shall not be subject to removal by the Class "B" Member and shall be elected for a term of two years or until the happening of the event described in subsection (c) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

c. Within 90 days after the Turnover Date (as set forth in Section 4.3), the President shall call a special meeting at which Members representing the Class "A" Members shall be entitled to elect three of the five directors, who shall serve as at-large directors. The remaining two directors shall be appointees of the Declarant. The directors elected by the Members shall not be subject to removal by the Declarant and shall serve until the first annual meeting following the Turnover Date. If such annual meeting is scheduled to occur within 90 days after the Turnover Date, this subsection shall not apply and directors shall be elected in accordance with subsection (d) below.

d. At the first annual meeting of the membership after the Turnover Date, the Board shall be increased to seven directors. Three directors shall serve a term of two years and three directors shall serve a term of one year, as such directors determine among themselves. Upon the expiration of each director's term of office, the Members shall elect a successor to serve a term of two years.

There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The directors elected by the Members shall hold office until their respective successors have been elected. Directors may be elected to serve any number of consecutive terms. Within 90 days after being elected or appointed to the Board, each director shall certify in writing to the Secretary of the Association that he or she has read the Declaration, Articles of Incorporation, Bylaws, and current written rules and policies of the Association; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. Within 90 days after being elected or appointed to the Board, in lieu of such written certification, the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum administered by a division-approved education provider within 1 year before or 90 days after the date of election or appointment.

Section 6. Removal of Directors and Vacancies. The director elected by the Members may be removed, with or without cause, by a majority vote of the Members. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such director.

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Any director elected by the Members who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members shall elect a successor for the remainder of the term.

Section 7. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within 10 days thereafter at such time and place the Board shall fix.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as a majority of the directors shall determine, and such meetings shall be held during each fiscal year as often as are reasonable and necessary. Notice of the time and place of the meeting shall be communicated to directors and members not less than four days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director and member by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d) telegram, charges prepaid; or (e) electronic mail. All such notices shall be given at the director's telephone number or sent to the director's address or electronic mail address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four business days before the time set for the meeting. Notices given by personal delivery, telephone, telegraph or electronic mail shall be delivered, telephoned, or given to the telegraph company, or electronically transmitted at least 72 hours before the time set for the meeting.

Section 10. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a

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PUBLIC RECORDS

majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class "A" votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

Section 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 14. Open Meetings. Subject to the provisions of Section 4.15, all meetings of the Board shall be open to all Members, but a Member other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak, provided, however, such time may not be limited to less than three (3) minutes. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature with the Association attorneys which would be subject to the attorney client privilege.

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Section 15. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

Section 16. Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things as are not by the Declaration, Articles, these Bylaws, or Florida law directed to be done and exercised exclusively by the Members or the membership generally.

Section 17. Duties. The duties of the Board shall include, without limitation:

a. preparation and adoption of annual budgets and establishing each Member's share of the Common Expenses and Neighborhood Expenses;

b. levying and collecting assessments from the Members to fund the Common Expenses and Neighborhood Expenses;

c. providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;

d. designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

e. depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

f. making and amending rules and regulations;

g. opening of bank accounts on behalf of the Association and designating the signatories required;

h. making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the Declaration and these Bylaws;

i. enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association;

j. obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

k. paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Members;

l. keeping books with detailed accounts of the receipts and expenditures of the Association;

m. making available to any prospective purchaser of a Unit, any Member, and the holders, insurers, and guarantors of any mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules and all other books, records, and financial statements of the Association;

n. permitting utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Community;

o. indemnifying a director, officer or committee member, or former director, officer or committee member of the Association in accordance with Florida law, and in accordance with the Articles of Incorporation and the Declaration; and

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p. assisting in the resolution of disputes between Members and others without litigation, as set forth in the Declaration.

Section 18. Right of Declarant to Disapprove Actions. So long as the Declarant owns at least one Unit in the community, the Declarant shall have a right to disapprove any action, policy or program of the Association, the Board and any committee which, in the judgment of the Declarant, would tend to impair rights of the Declarant or Builders under the Declaration or these Bylaws, or interfere with development, construction of any portion of the Community or diminish the level of services being provided by the Association.

No such action, policy or program shall become effective or be implemented until and unless:

a. The Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Association, the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with Sections 4.8, 4.9 and 4.10 of these Bylaws and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting; and

b. The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Declarant, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Declarant shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Association, the Board of Directors or any committee thereof, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Declarant, its successors, assigns, representatives or agents at any time within 10 days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 19. Management. The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority or those duties set forth in Sections 4.17(a) and 4.17(i). The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

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The Association shall not be bound, either directly or indirectly by any management contract executed prior to the Turnover Date unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after the Turnover Date upon not more than 90 days' written notice.

Section 20. Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

a. accrual accounting, as defined by generally accepted accounting principles, shall be employed;

b. accounting and controls should conform to generally accepted accounting principles;

c. cash accounts of the Association shall not be commingled with any other accounts;

d. no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

e. any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

f. commencing at the end of the quarter in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Members who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the fifteenth day following the due date unless otherwise specified by resolution of the Board of Directors); and

g. an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the

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fiscal year. Such annual report shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant. Prior to the Turnover Date, the annual report shall include certified financial statements.

Section 21. Borrowing. The Association shall have the power to borrow money for any legal purpose. Prior to the Turnover Date, no mortgage lien shall be placed on any portion of the Common Areas without the affirmative vote or written consent, or any combination thereof, of Members representing at least 51% of the total Class "A" votes in the Association.

Section 22. Rights of the Association. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other Members or resident associations, both within and outside the Community. Such agreements shall require the consent of a majority of the total number of directors of the Association.

Section 23. Enforcement. In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose reasonable fines not to exceed the amount allowed by law, which shall constitute a lien upon the Unit of the violator, and to suspend a Member's right to vote or any person's right to use the Common Areas or recreational facilities for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Board to limit ingress and egress to or from a Unit or access to Common Areas used to provide utility services to a Unit. Notwithstanding the foregoing, the Member's right to vote may only be suspended due to the nonpayment of any assessments that are delinquent in excess of 90 days. In addition, to the extent permitted by law, the Board may suspend any services provided by the Association to a Member or the Member's Unit if the Member is more than 30 days delinquent in paying any assessment or other charges owed to the Association. In the event that any occupant, guest or invitee of a Unit violates the Declaration, Bylaws, or a rule and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Member shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter. A voting interest or consent right allocated to a Unit or Member which has been suspended by the Board shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under Chapter 720, Florida Statutes or pursuant to the governing documents of the Association.

a. Notice. Except as otherwise provided in the Declaration, prior to the imposition of any sanction hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 14 days within which the alleged violator may present a written request for a hearing to the Covenants Committee appointed pursuant to Article VI; and (iv) a statement that the proposed sanction shall be

COLLIER COUNTY FLORIDA COMPARED

imposed as contained in the notice unless a challenge is begun within 14 days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided the Board of Directors, or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 14 day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. The role of the Covenants Committee is limited to determining whether to confirm or reject the proposed fine or suspension levied by the Board of Directors.

b. Hearing. Except as otherwise provided in the Declaration, if a hearing is requested within the allotted 14 day period, the hearing shall be held before the Covenants Committee, as defined in Section 6.2. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

c. Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within 14 days after the hearing date.

d. Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these Bylaws or the rules of the Association, by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or, following compliance with the procedures set forth in Article XIV of the Declaration, by suit, at law or in equity, to enjoin any violation or to recover monetary damages, or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Member or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

Section 24. Budget. The Board shall adopt a detailed budget for each calendar year that shall include the estimated funds required to defray the Common Expenses and to provide and maintain funds for the foregoing accounts according to good accounting practices. On or before fourteen (14) days prior to the meeting of the Board at which a budget for the Association is to be considered for adoption by the Board, a copy thereof shall be posted at the office of the Association together with a notice of the meeting at which the budget will be considered which notice shall state the time and place of the meeting. The budget shall be determined by the Board no later than thirty (30) days prior to the commencement of the budget year.

ARTICLE V
OFFICERS

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President, Vice President, Secretary, and Treasurer shall be elected from among the members of the Board. The Board of Directors may appoint such other officers, including

one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed by the Board of Directors. Such other officers may, but need not be members of the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Removal and Vacancies. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 4.12 hereof.

ARTICLE VI
COMMITTEES

Section 1. General. The Board may appoint such committees at it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

Section 2. Covenants Committee. In addition to any other committees which the Board may establish pursuant to Section 6.1, the Board of Directors may appoint a Covenants Committee consisting of at least three and no more than seven Members, which must be appointed by the Board and are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee. Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 4.23 of these Bylaws.

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ARTICLE VII
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these Bylaws.

Section 3. Conflicts. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

Section 4. Books and Records.

a. Inspection by Members and Mortgagees. The Board shall make available for inspection and copying within ten 10 business days after receipt of a written request, by any holder, insurer or guarantor of a first mortgage on a Unit, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit, the Declaration, Bylaws, Articles of Incorporation and any Association rules which may be adopted, any amendments to the foregoing, the rules of the Association, the membership register, books of account, copies of any plans, specifications, permits and warranties for any improvements located on the Common Areas, a current roster of all Members and their addresses and parcel identification numbers, a copy of all Association insurance policies, a copy of all contracts to which the Association is a party, a copy of all bids received for work in the preceding year, and the minutes of meetings of the Members, the Board, and committees, all for the preceding seven (7) years. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Community as the Board shall designate; provided it is within 45 miles of the Community or within Collier County, Florida. In lieu of the foregoing, the Board may make such records available electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Board shall allow any holder, insurer or guarantor of a first mortgage on a Unit, any Member, or the duly appointed representative of any of the foregoing to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Board providing a copy of such records. The Board may not charge a fee for such use of a portable device.

b. Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

c. Inspection By Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

a. if to a Member or Members, at the address which the Member or Members has/have designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member or Member; or

b. if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment.

a. By Class "B" Member. Prior to the conveyance of the first Unit by Declarant to a Person other than a Builder, the Class "B" Member may unilaterally amend these Bylaws. After such conveyance, and before the Turnover Date, the Class "B" Member may unilaterally amend these Bylaws at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Member shall consent thereto in writing.

b. By Members Generally. Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing two-thirds (2/3) of the total Class "A" votes in the Association, and the consent of the Class "B" Member prior to the Turnover Date. In addition, the approval requirements set forth in the Declaration shall be met if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

c. Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective upon recordation in the land records of Collier County, Florida, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be

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presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

If a Member consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Member has the authority so to consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 7. Severability.

Invalidation of any of the provisions of these Bylaws, or the related Articles of Incorporation or Declaration, by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws, Articles of Incorporation and/or Declaration shall remain in full force and effect. Further, it is the intent that these Bylaws, and their related Articles of Incorporation and Declaration, be drafted in accordance with the provisions set forth in Chapter 720, Florida Statutes, as in effect on the date the Declaration is recorded and not being subject to subsequent amendments to Chapter 720, Florida Statutes; therefore, in the event that it is determined at any time and by any person that any provision or Section hereof is invalid under, in conflict with or in violation of any provision or section of Chapter 720, Florida Statutes, as enacted on the date the Declaration is recorded, then such provision or Section of these Bylaws, or their related Articles of Incorporation and/or Declaration, shall be deemed and interpreted to comply with such statue as if such provision or Section thereof had originally been drafted in such manner.

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EXHIBIT "D"

LIMITED COMMON AREAS

NONE CURRENTLY

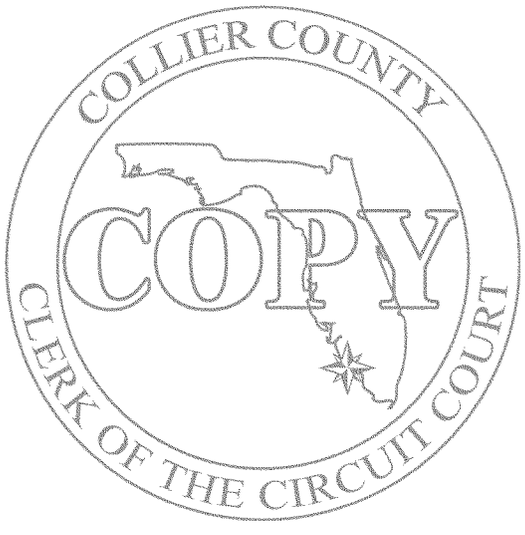


EXHIBIT "E"

DECLARANT GUARANTEE

Monthly Amount (Period beginning upon recording the Declaration through remainder of the 1st fiscal year)	Monthly Amount (the period for the 2nd fiscal year)	Monthly Amount (the period for the 3rd fiscal year)
$325	$350	$400

Monthly Amount (the period for the 4th fiscal year)	Monthly Amount (the period for the 5th fiscal year)	Monthly Amount (the period for the 6th fiscal year)
$425	$450	$475

Monthly Amount (for the period from the 1st day of the 7th fiscal year, through end of guarantee period)
$500

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EXHIBIT "F"

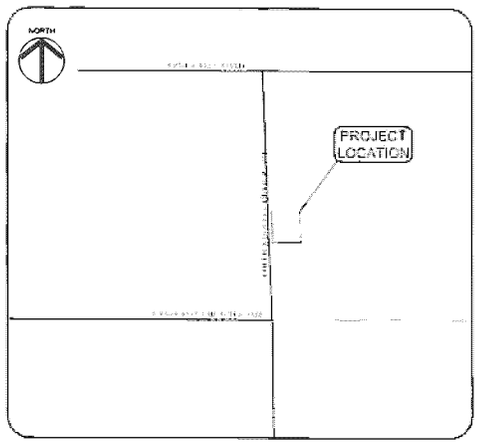
SITE PLAN

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

PLANS AND PLAT FOR

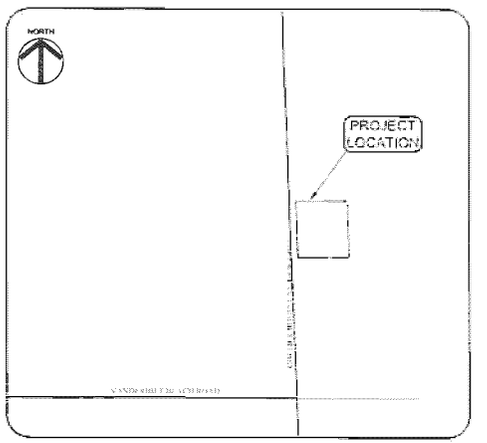
ABACO POINTE

(FKA 951 VILLAS)
PART OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA



PROJECT LOCATION MAP





PROJECT SITE MAP

DEVELOPED BY:

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

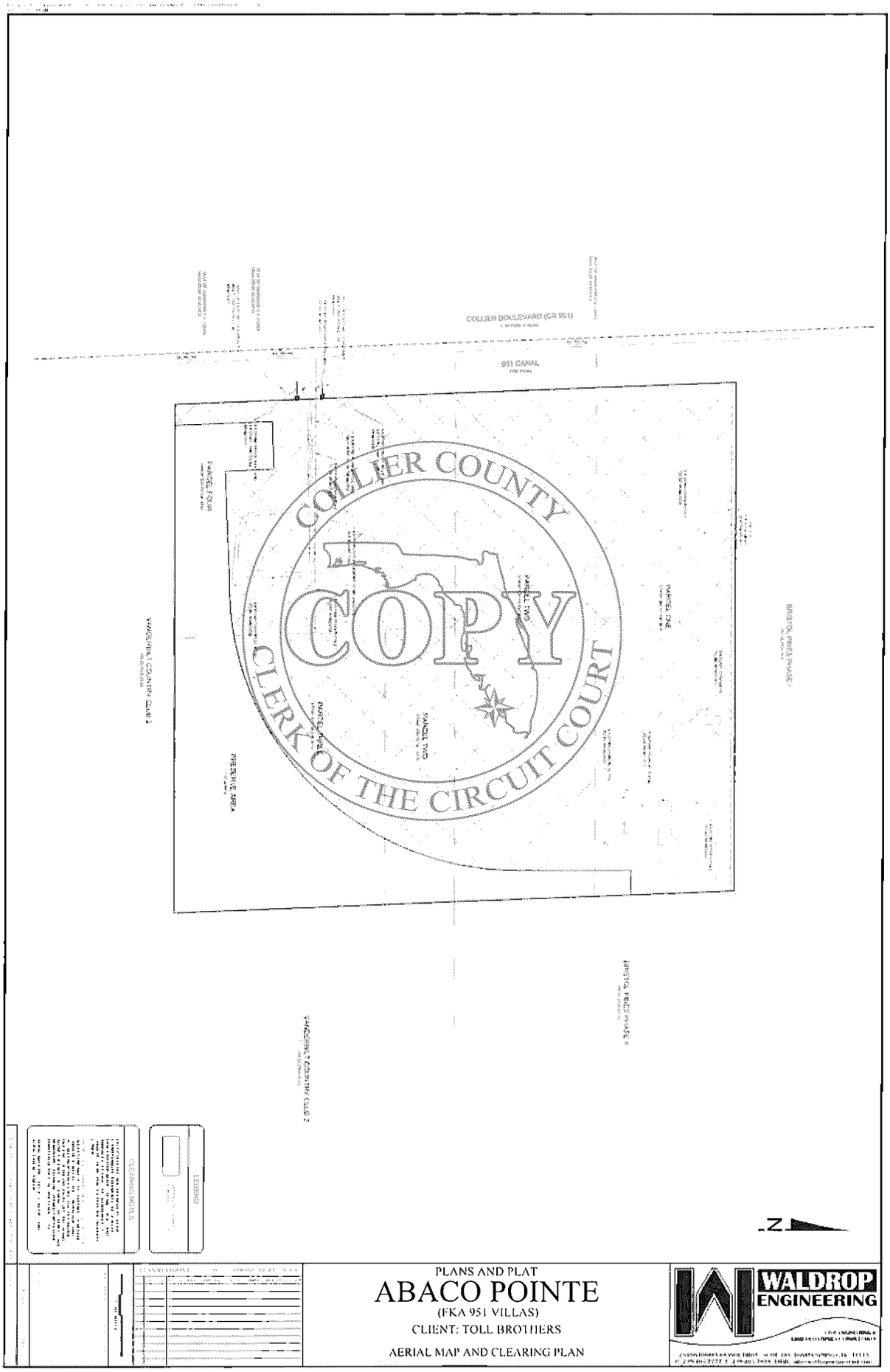
24201 WALDEN CENTER DRIVE, SUITE 204
BONITA SPRINGS, FLORIDA 34134
PHONE: (239) 596-6600

ELECTRONIC SIGNATURE TEXT

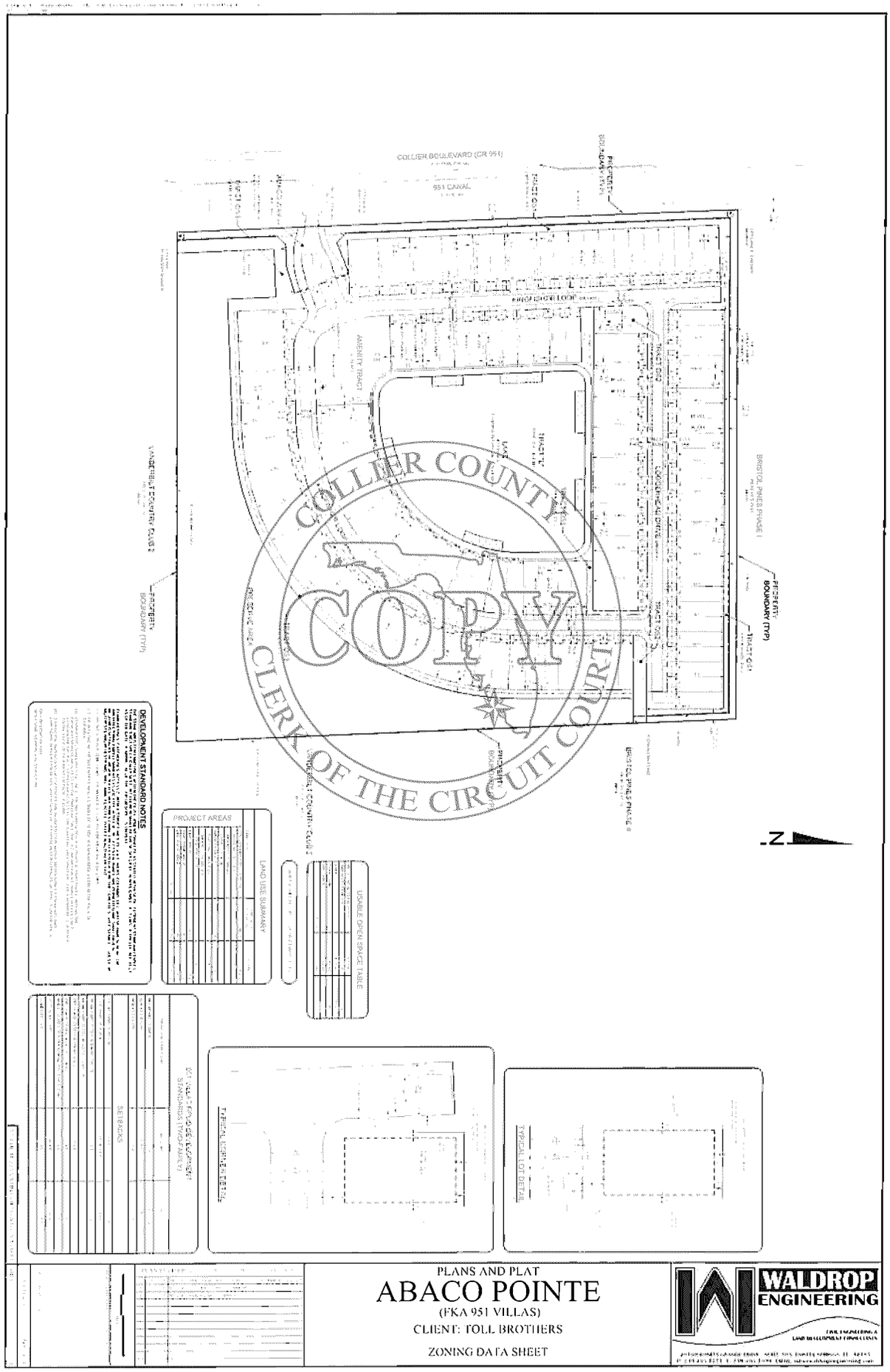
WALDROP ENGINEERING

PLANS AND PLAT
ABACO POINTE
(FKA 951 VILLAS)
CLIENT: TOLL BROTHERS
COVER SHEET

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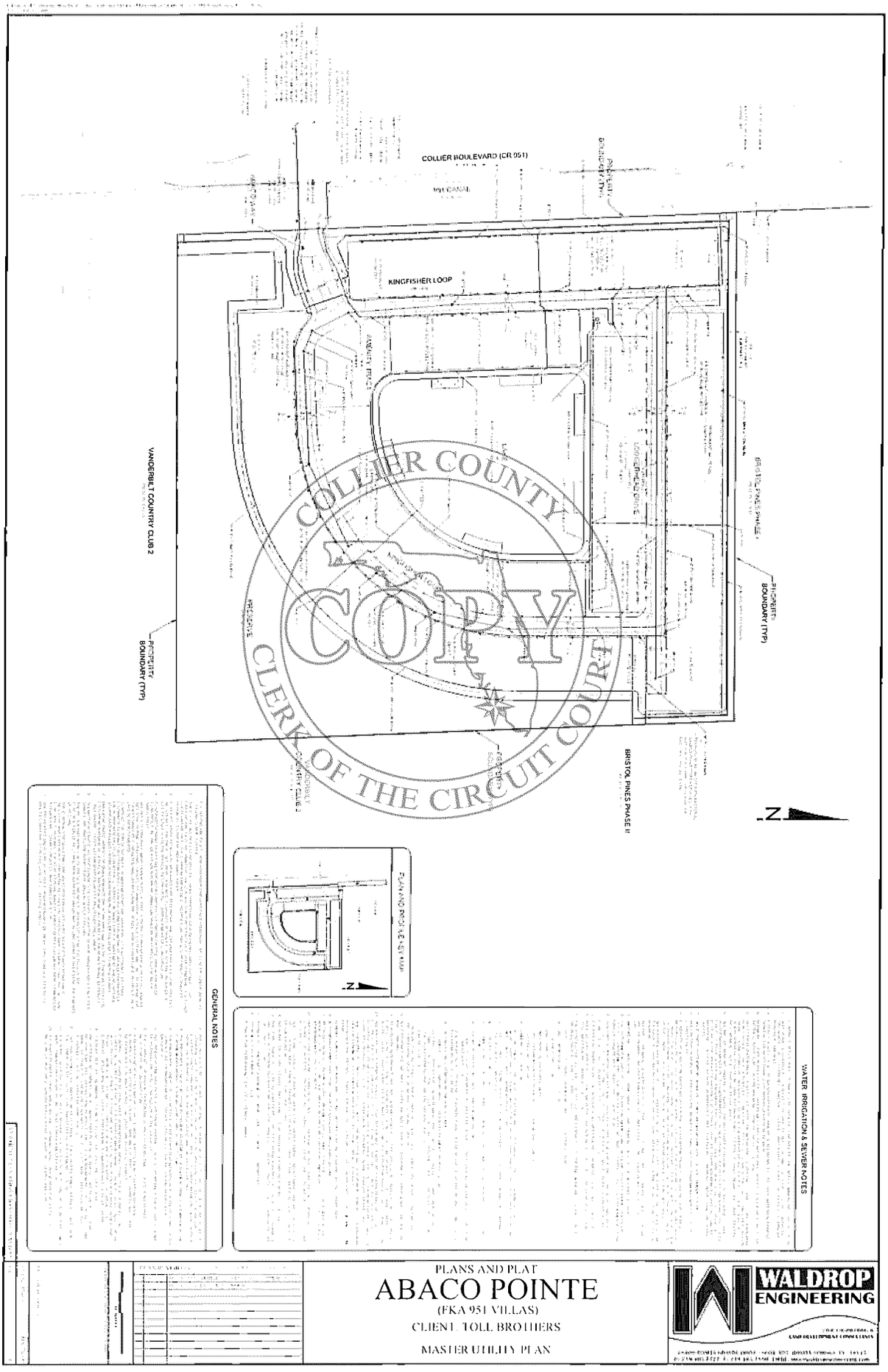


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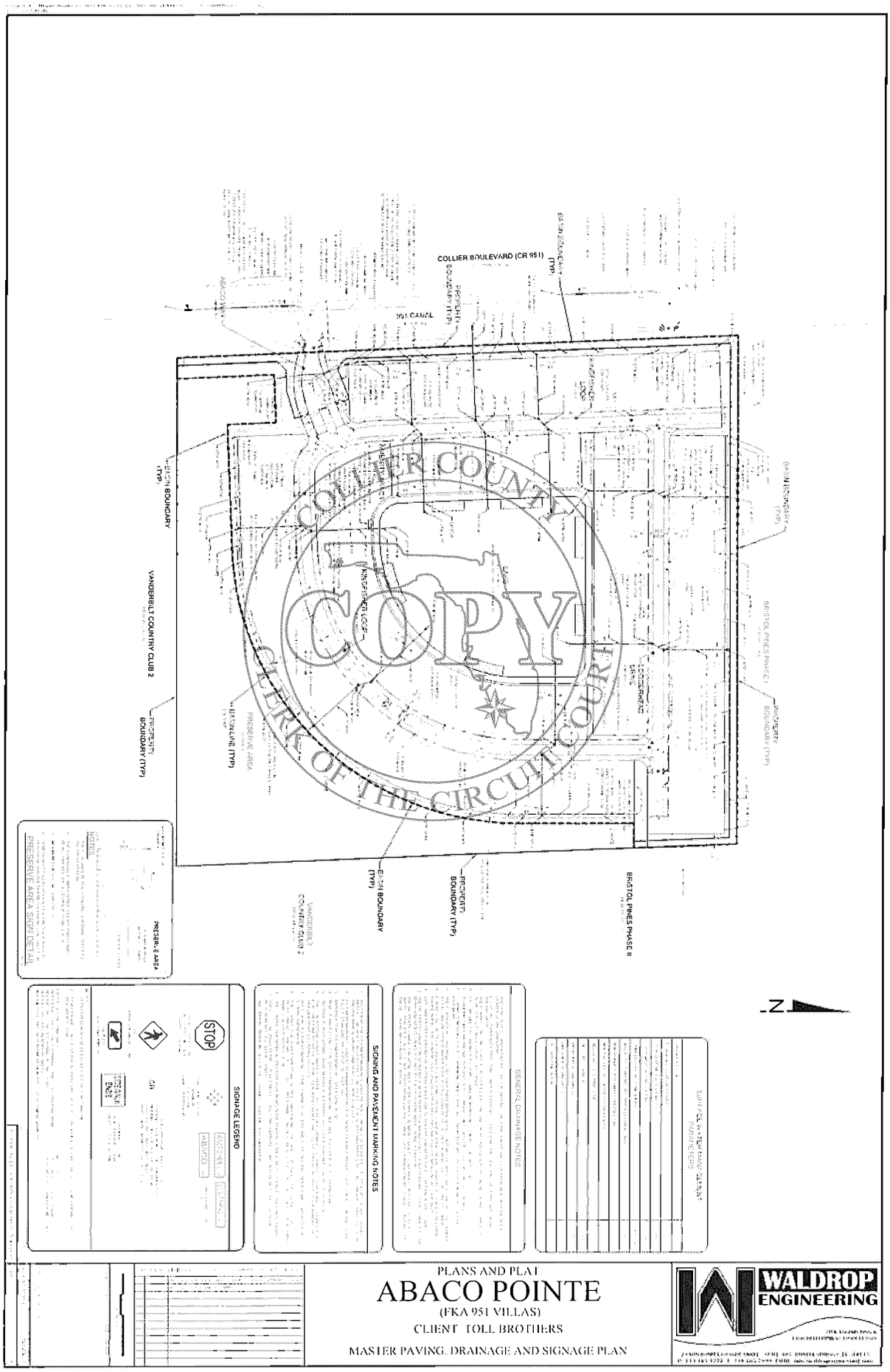
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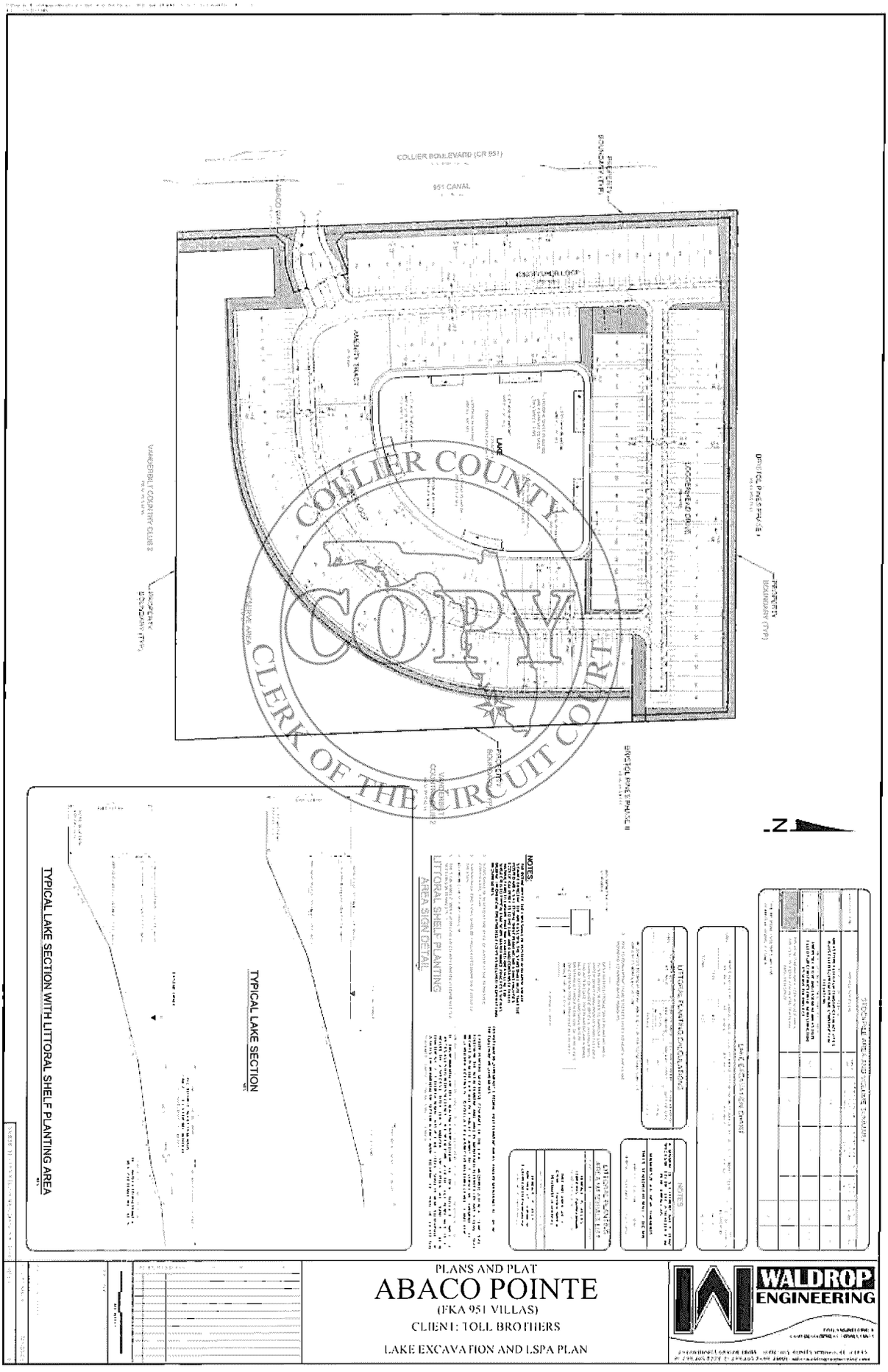
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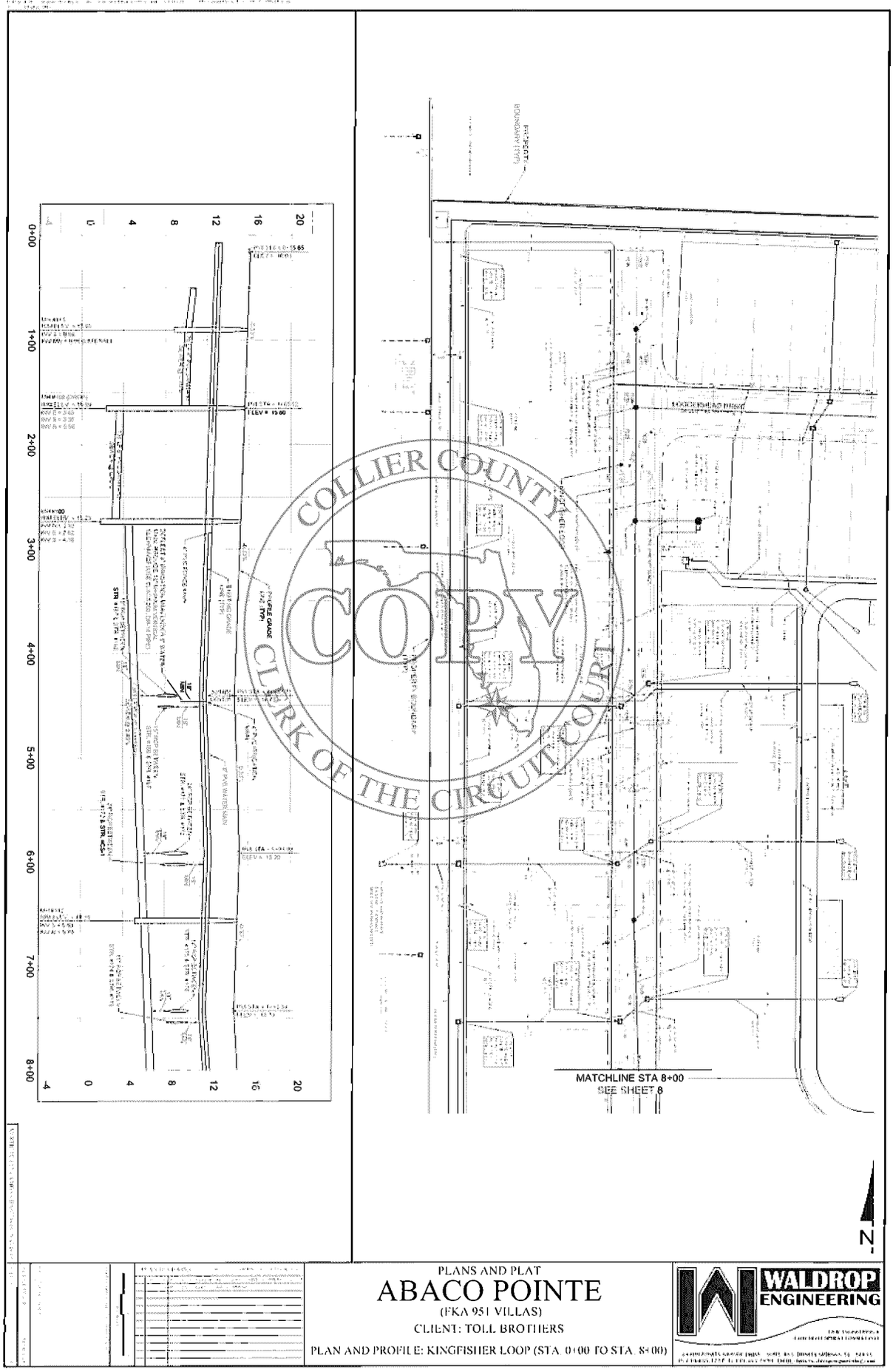
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PLANS AND PLAT

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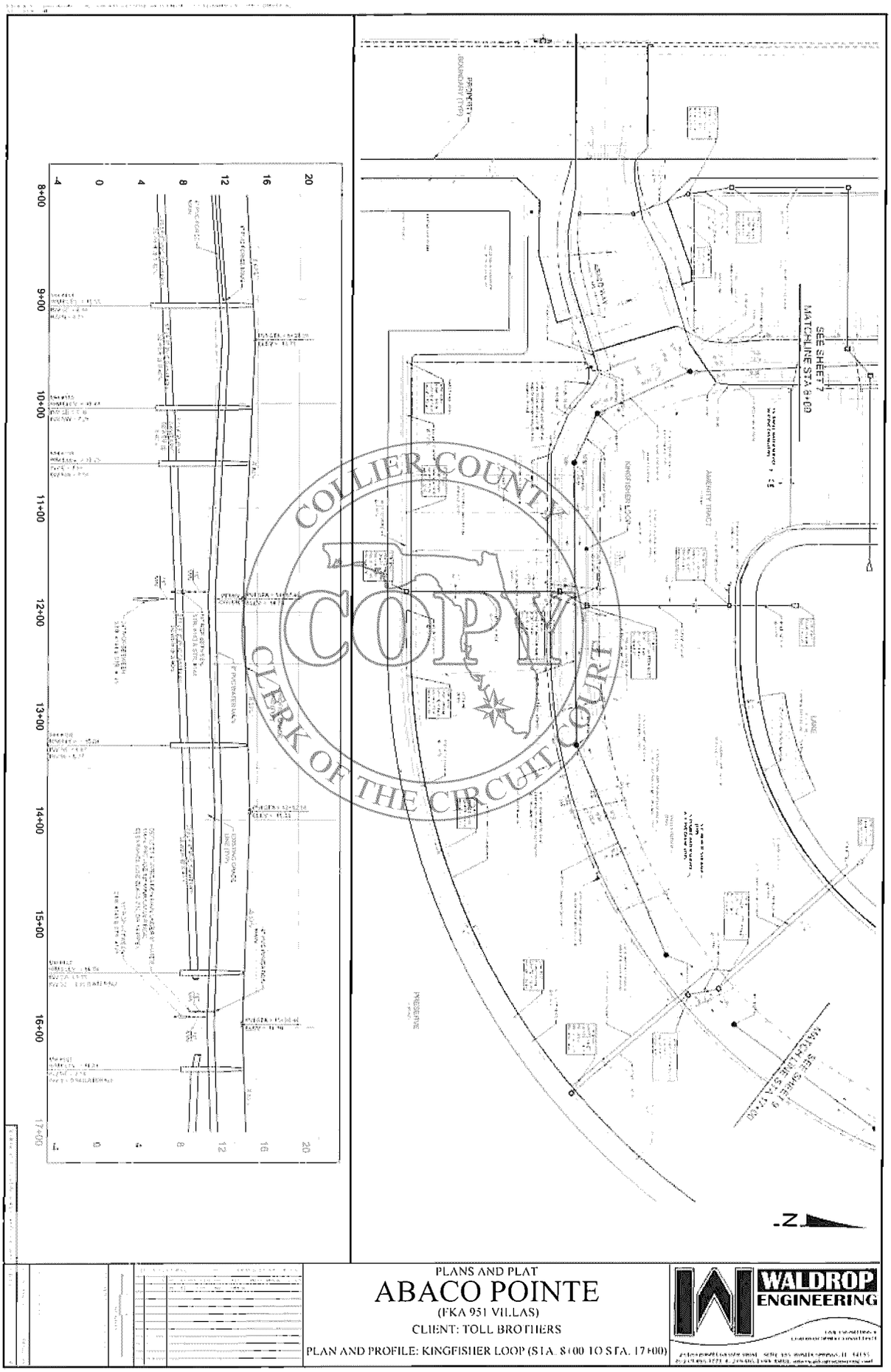
(FKA 951 VILLAS)

CLIENT: TOLL BROTHERS

PLAN AND PROFILE: KINGFISHER LOOP (STA. 0+00 TO STA. 8+00)

WALDROP ENGINEERING

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PLANS AND PLAT

ABACO POINTE

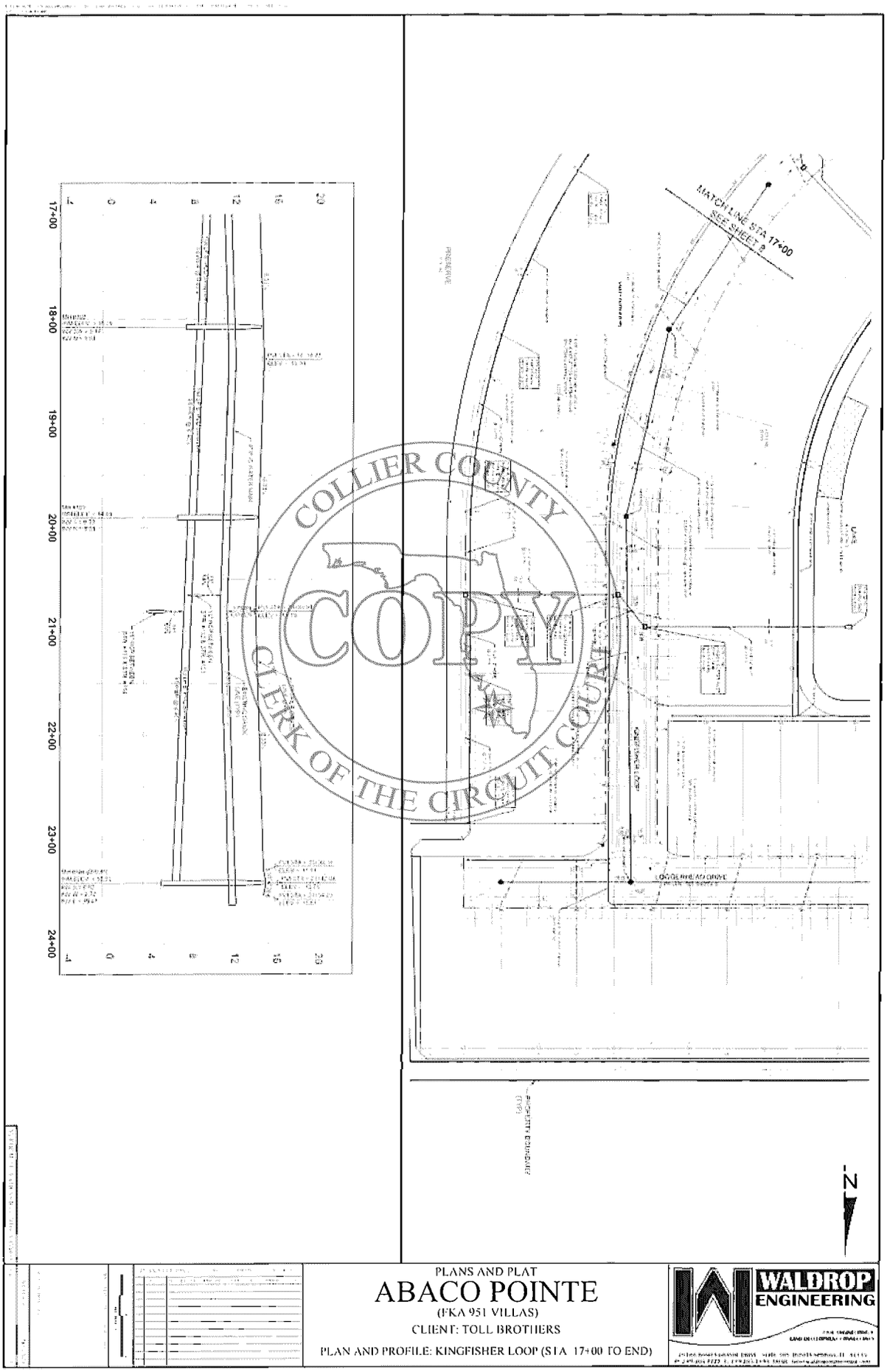
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CLIENT: TOLL BROTHERS

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PLANS AND PLAT

ABACO POINTE

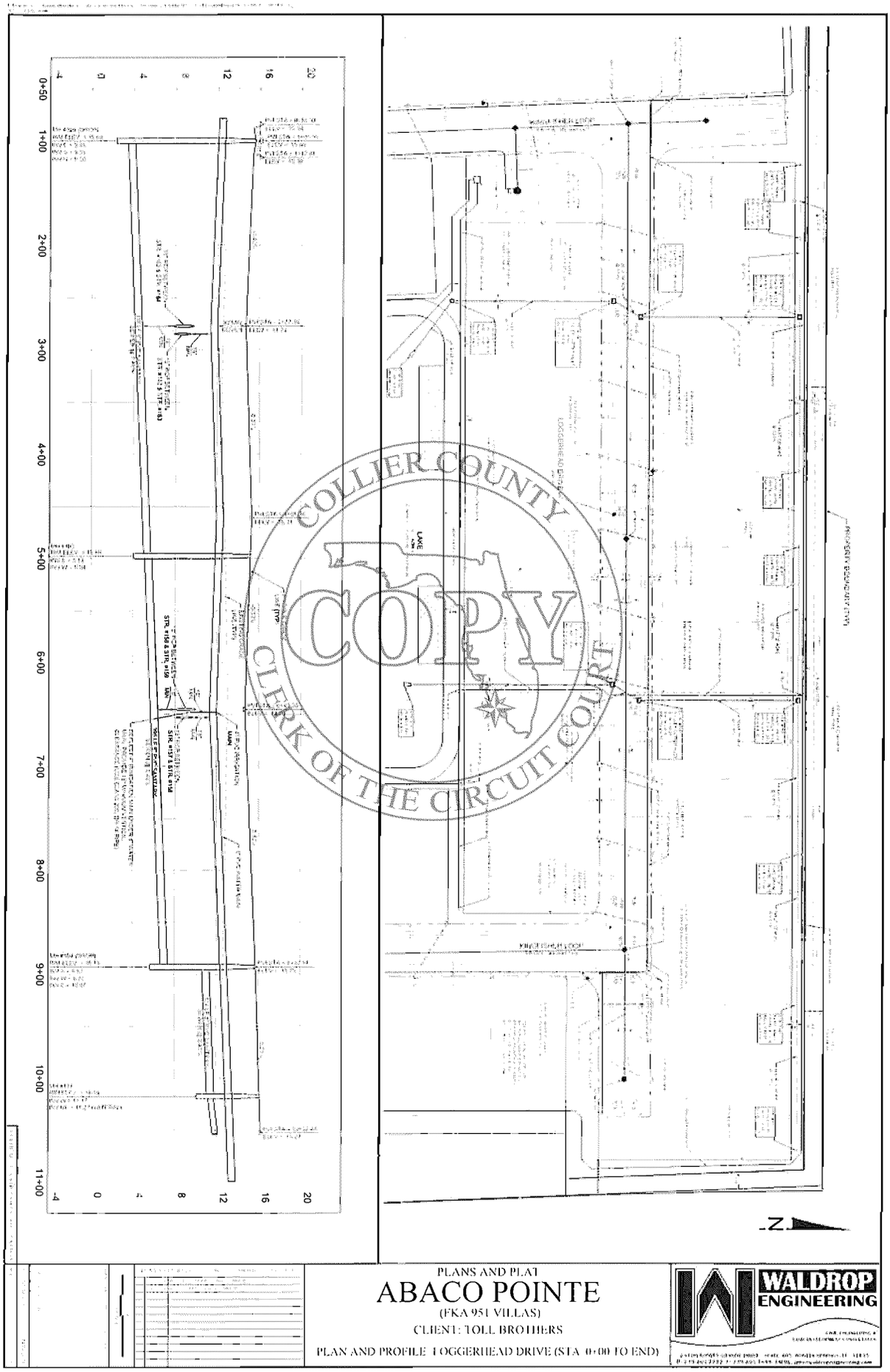
(FKA 951 VILLAS)

CLIENT: TOLL BROTHERS

PLAN AND PROFILE: KINGFISHER LOOP (STA 17+00 TO END)

WALDROP ENGINEERING

Best Available Image



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PLANS AND PLAT

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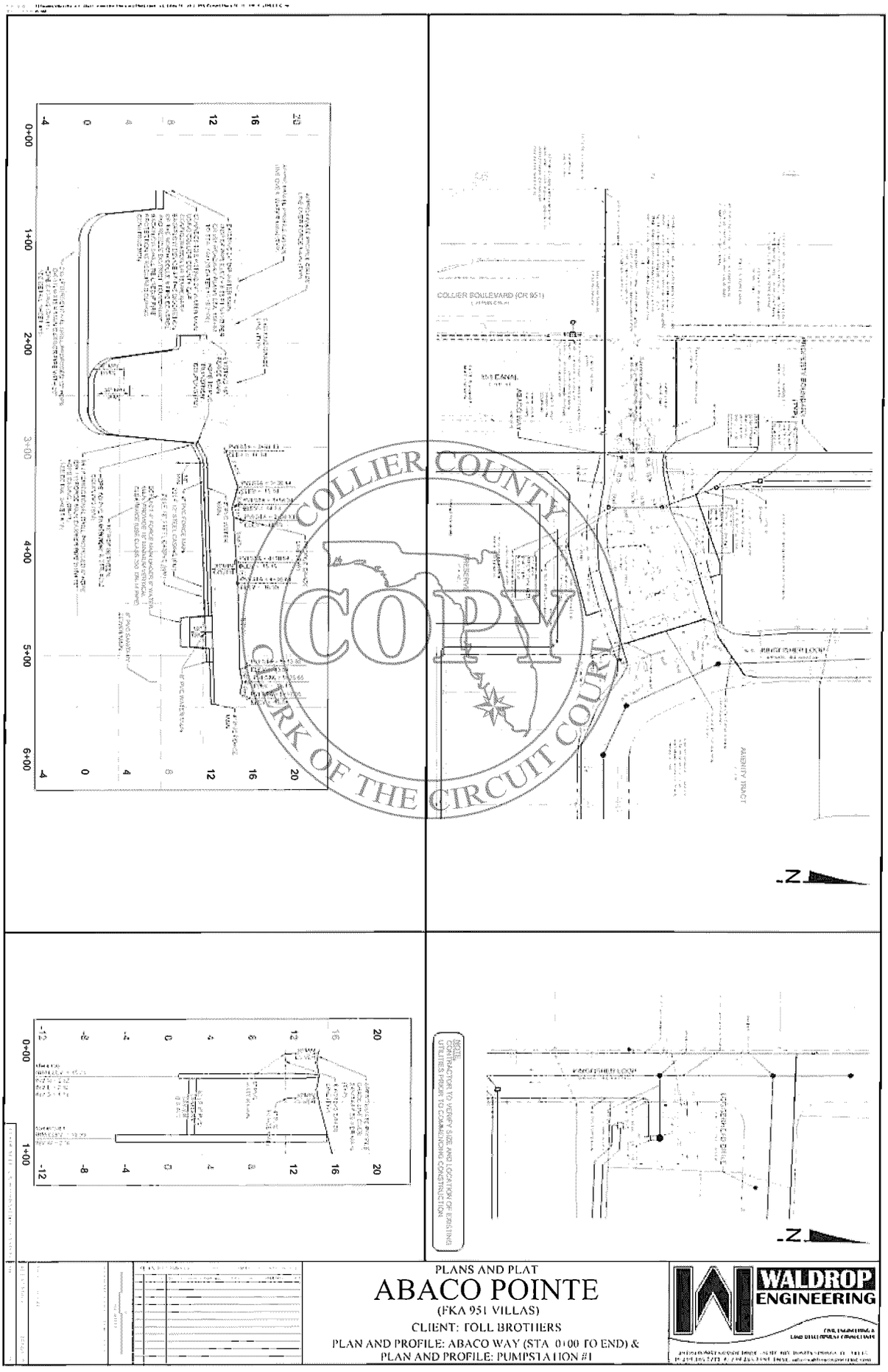
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CLIENT: TOLL BROTHERS

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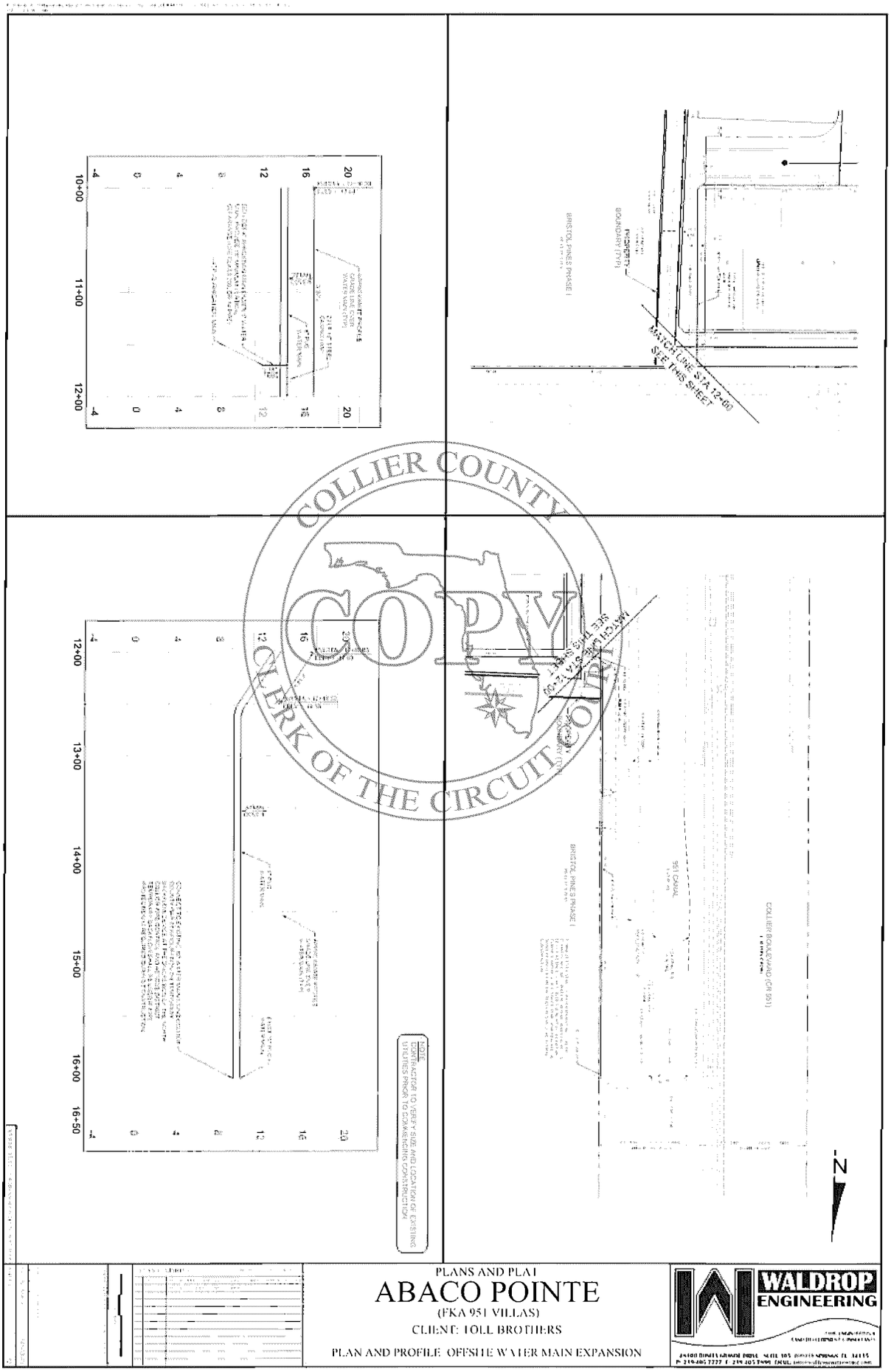
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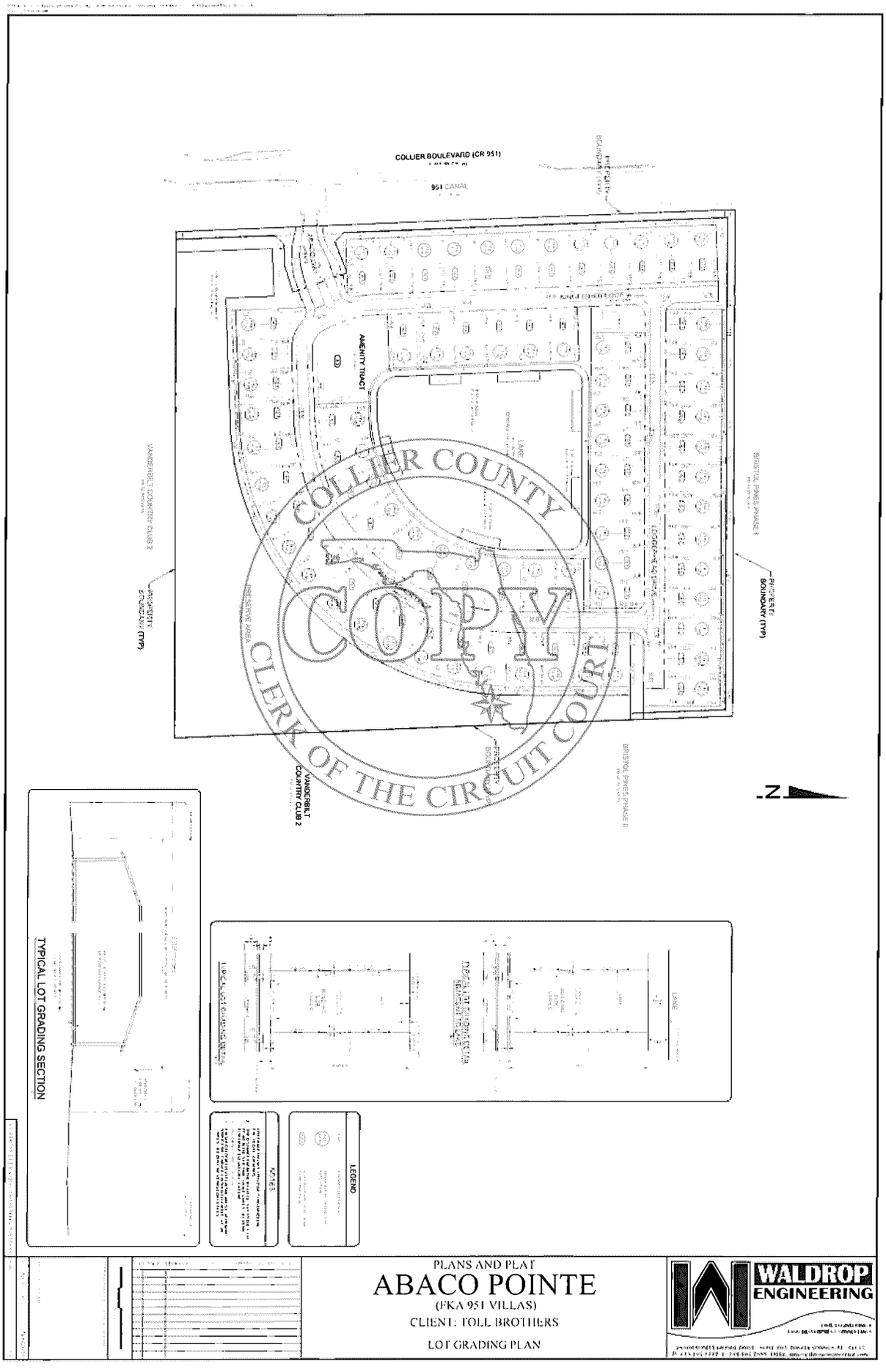
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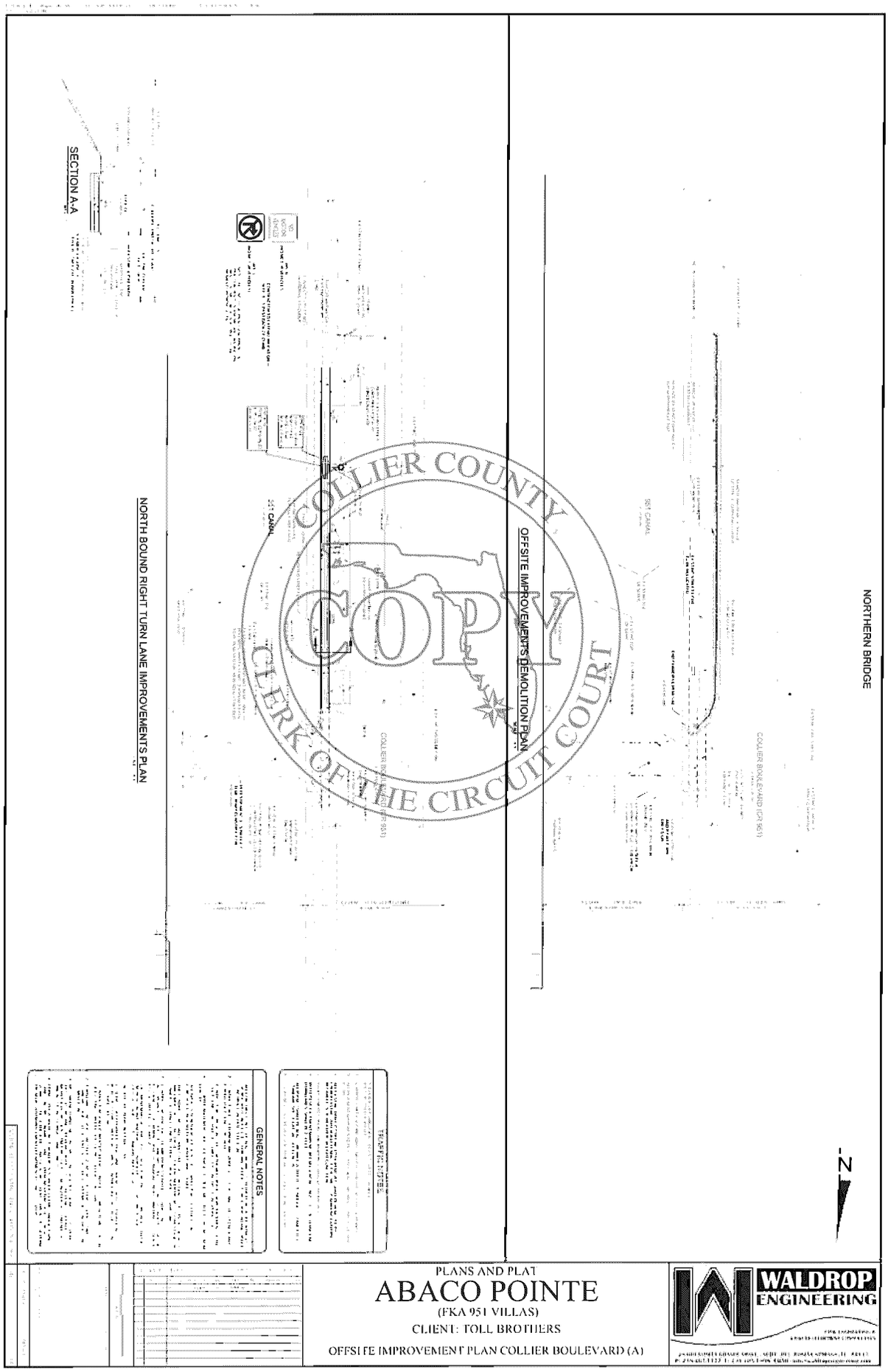
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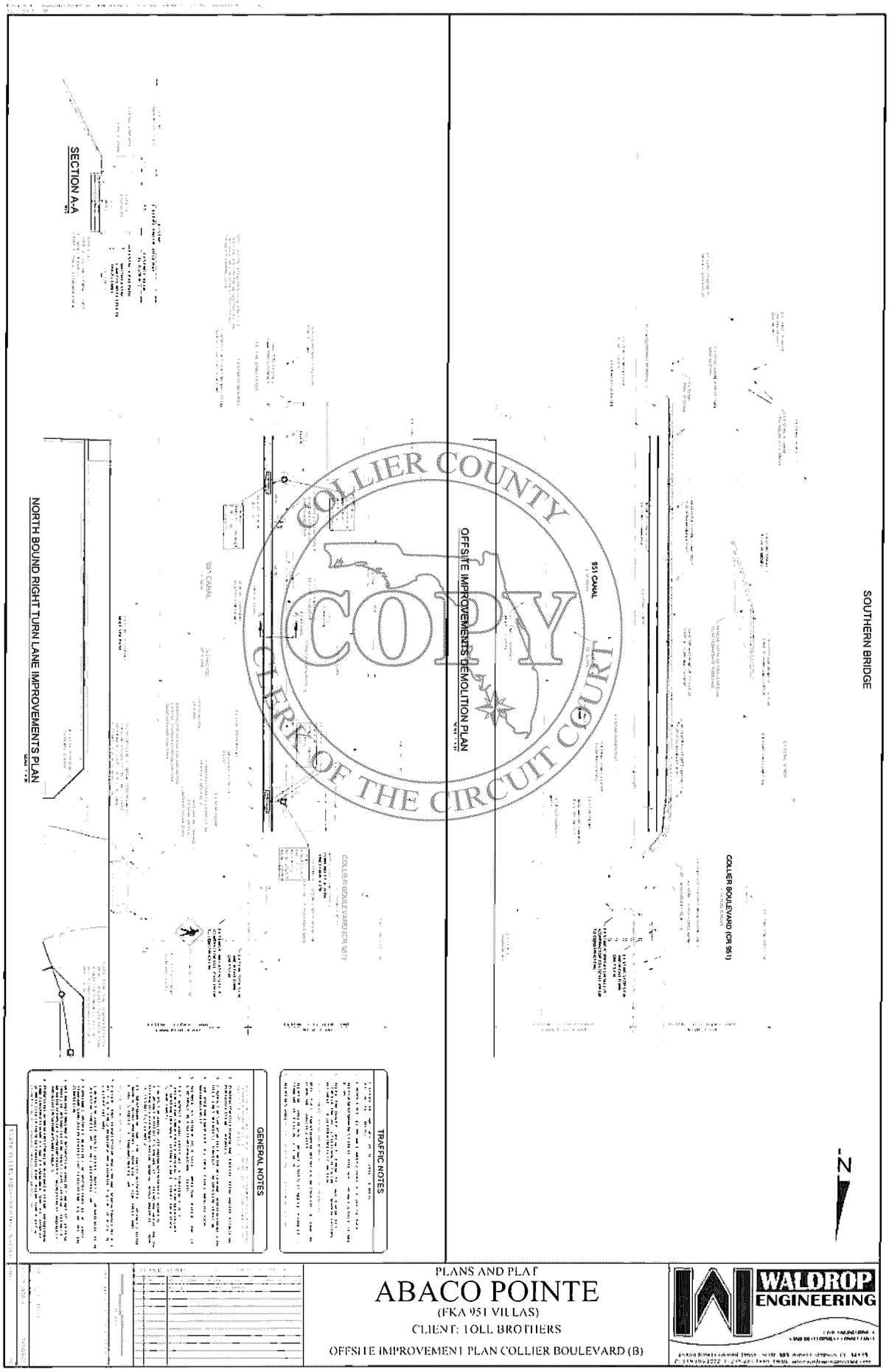
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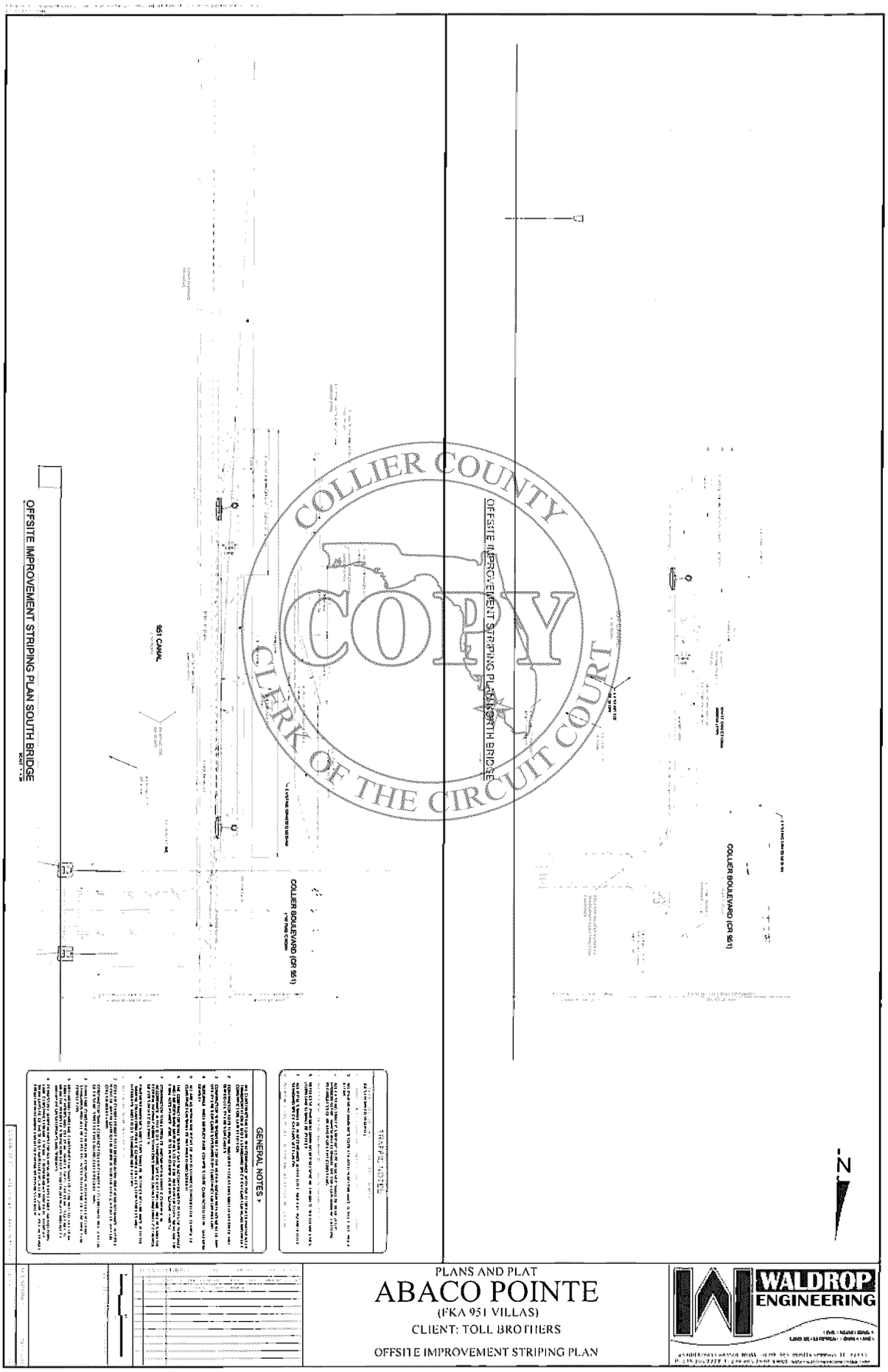
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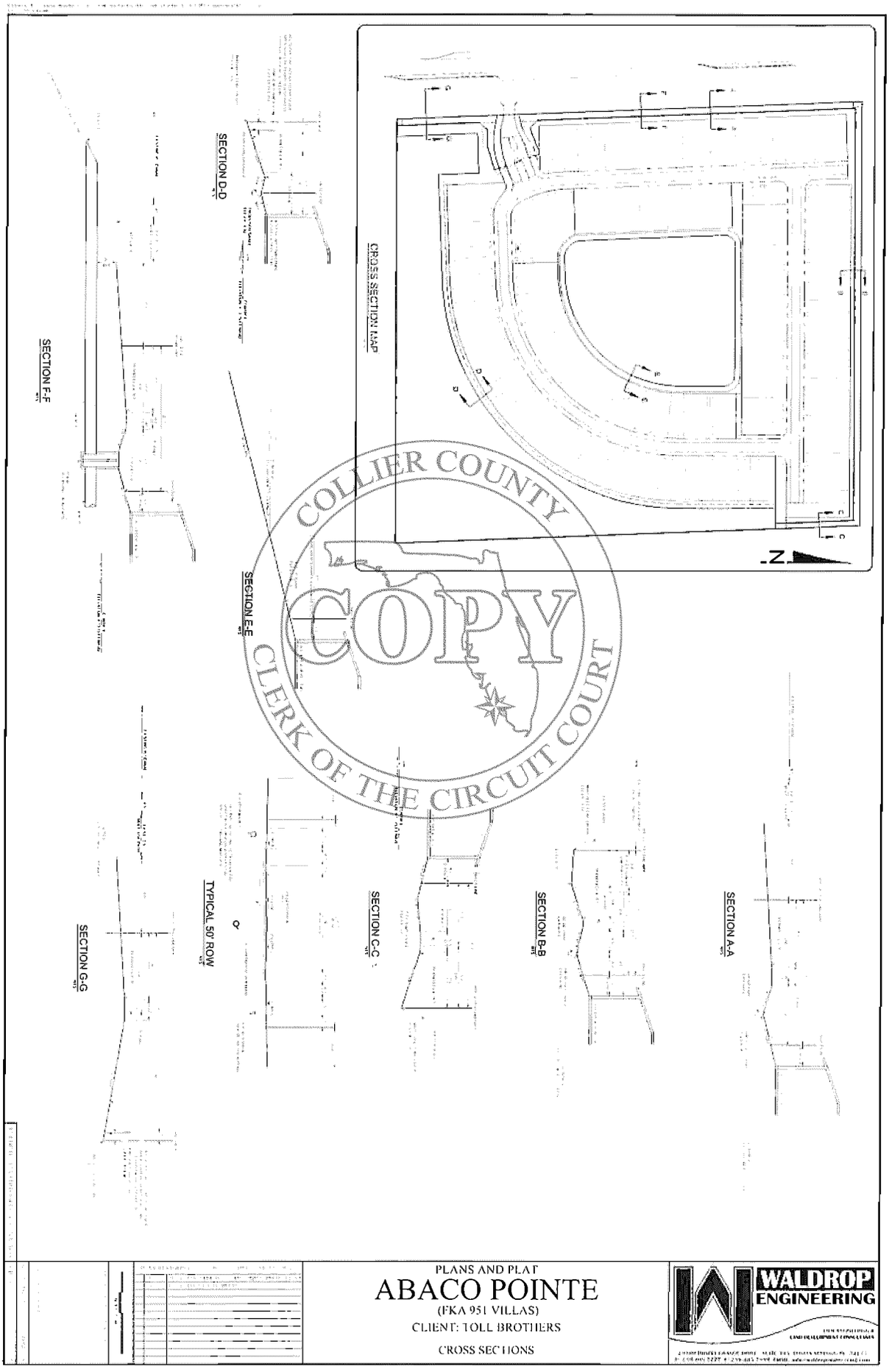
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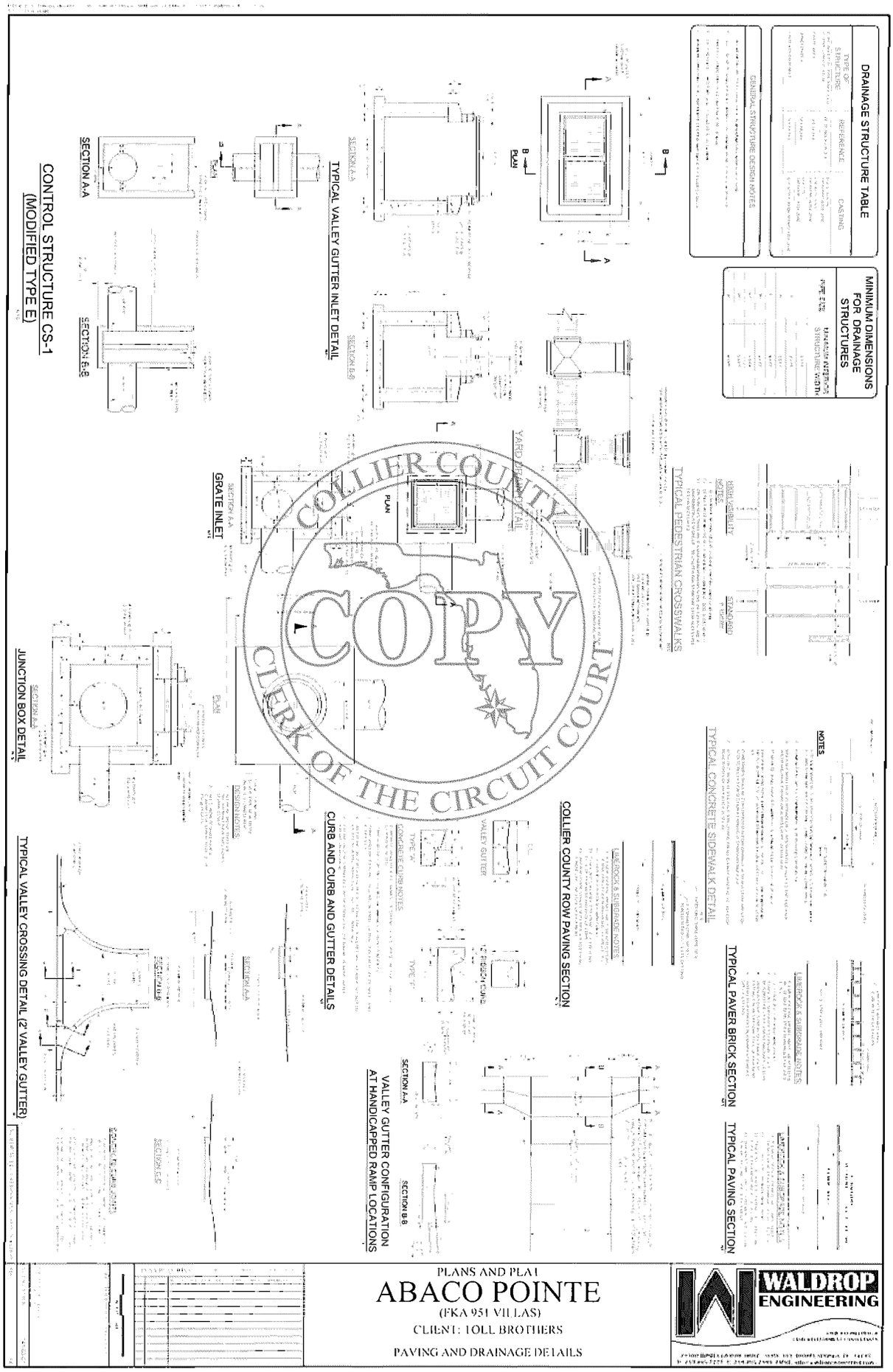
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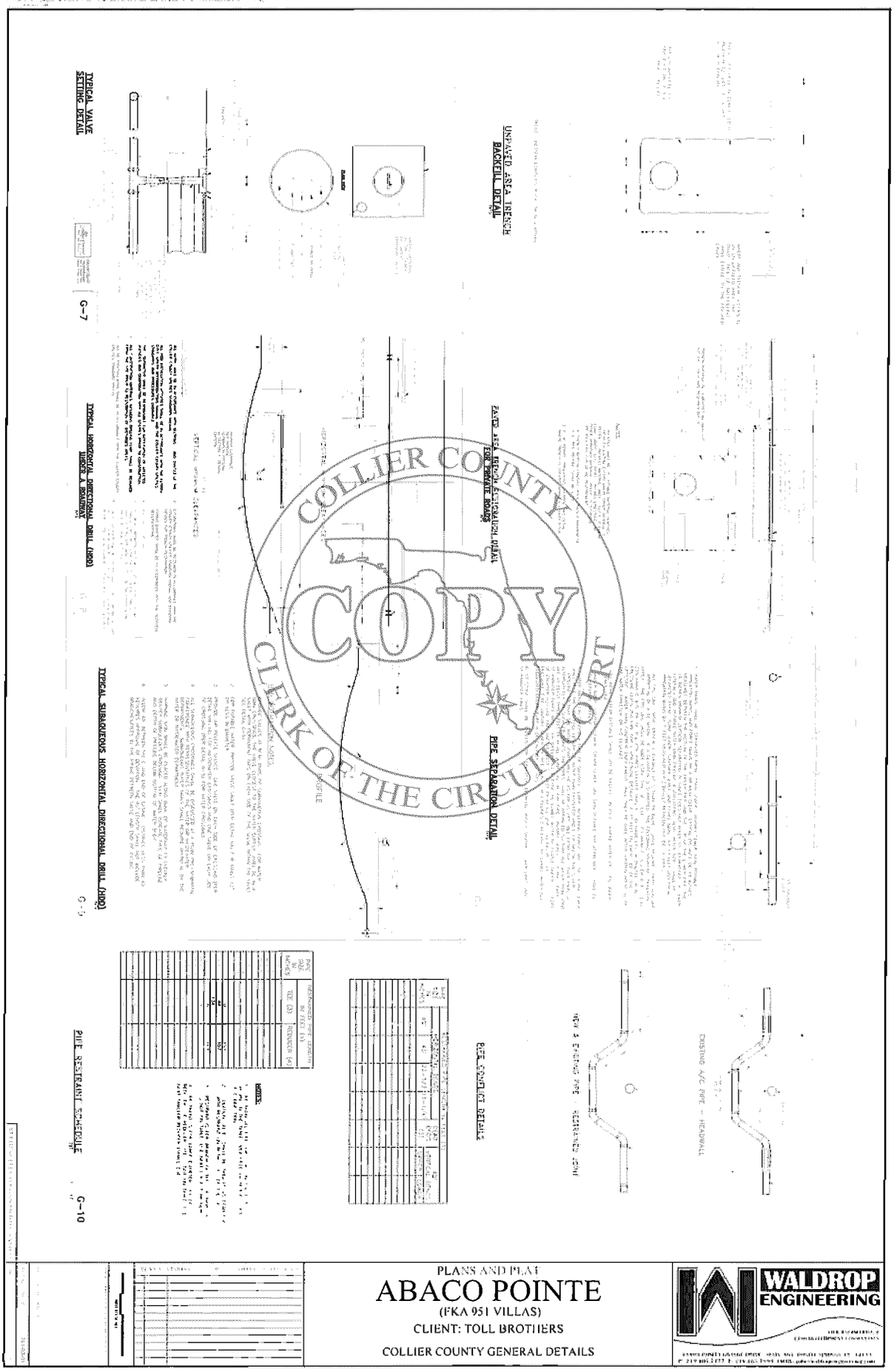


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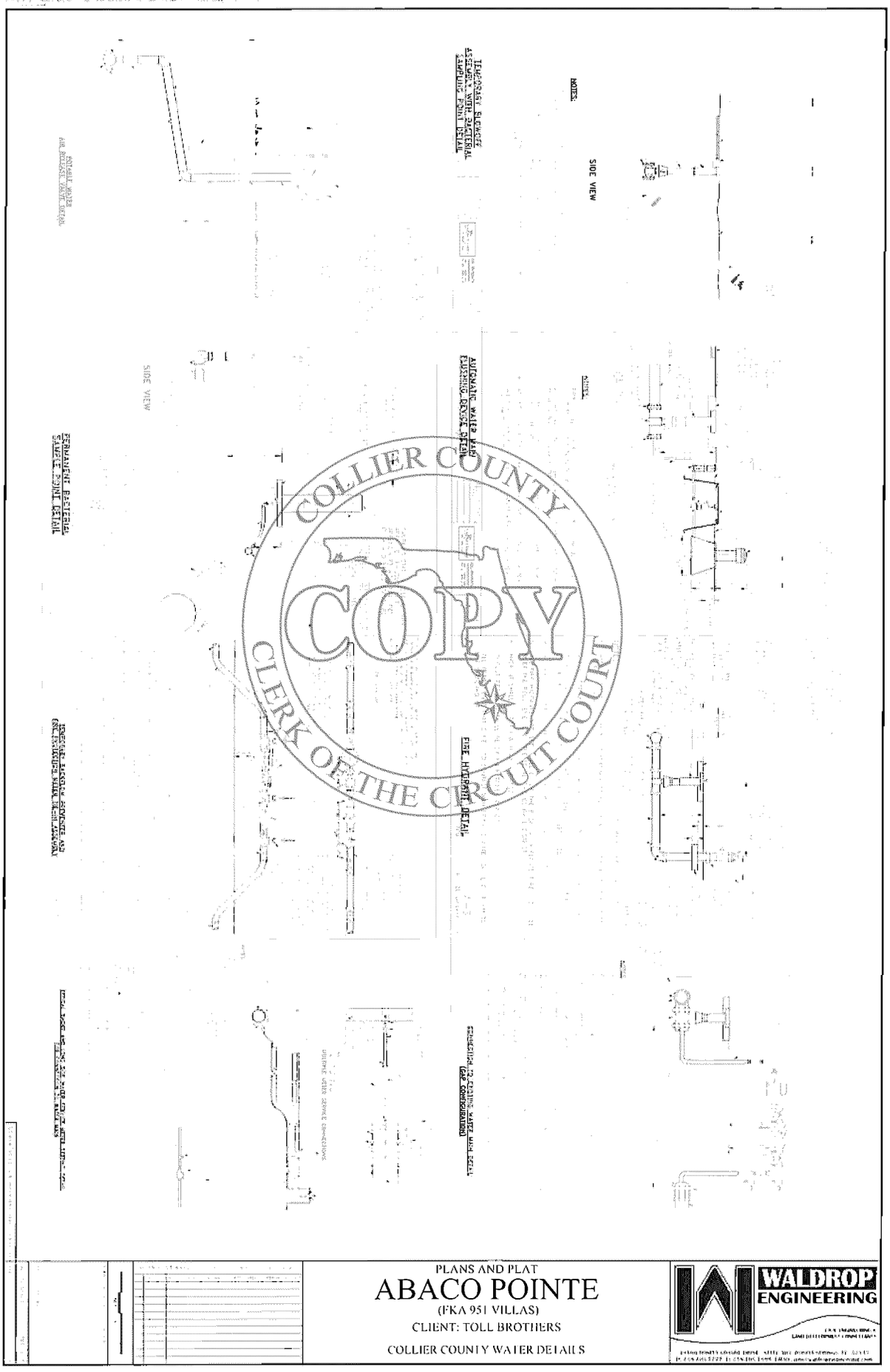


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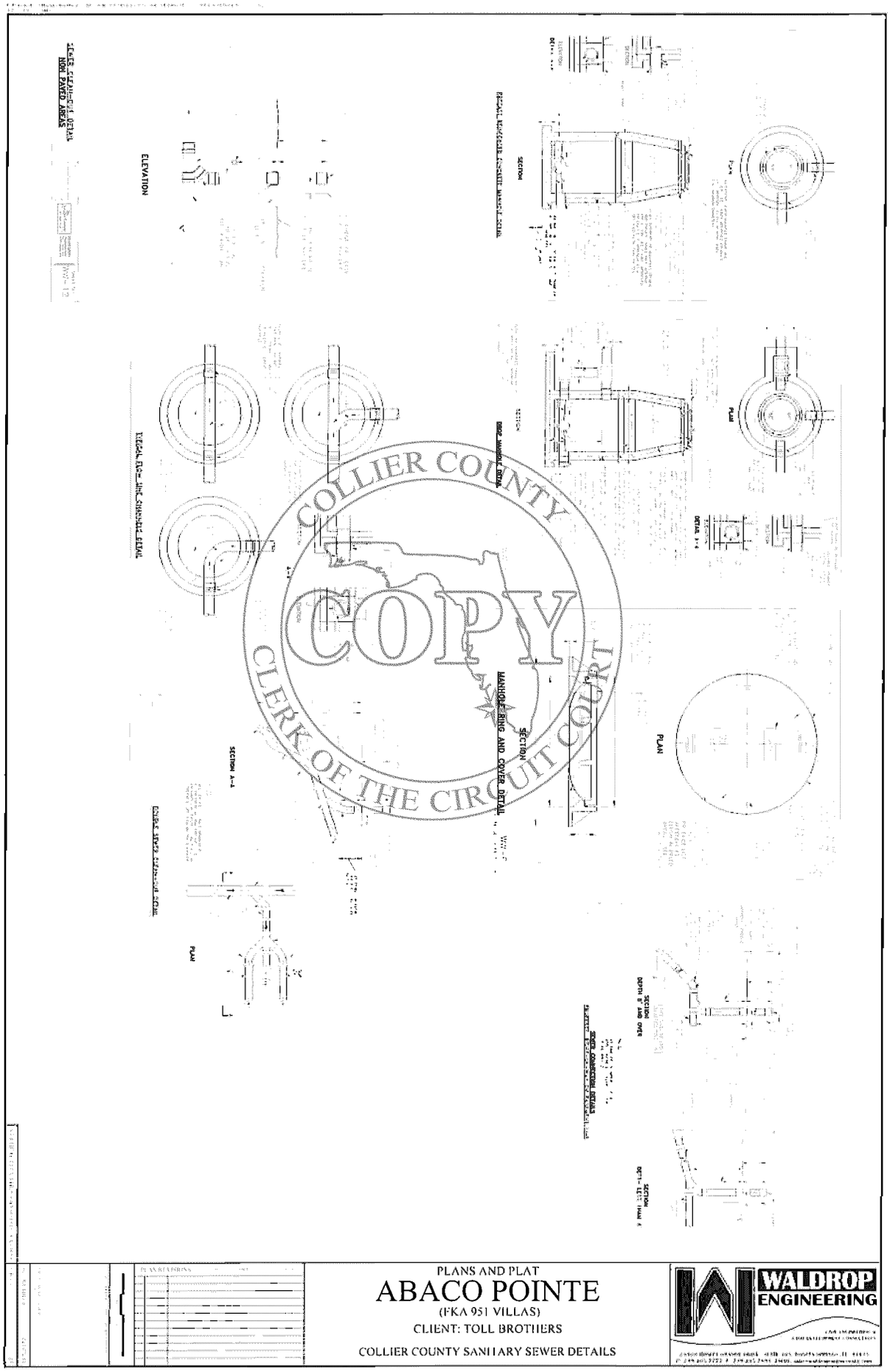
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CLIENT: TOLL BROTHERS

COLLIER COUNTY WATER DETAILS

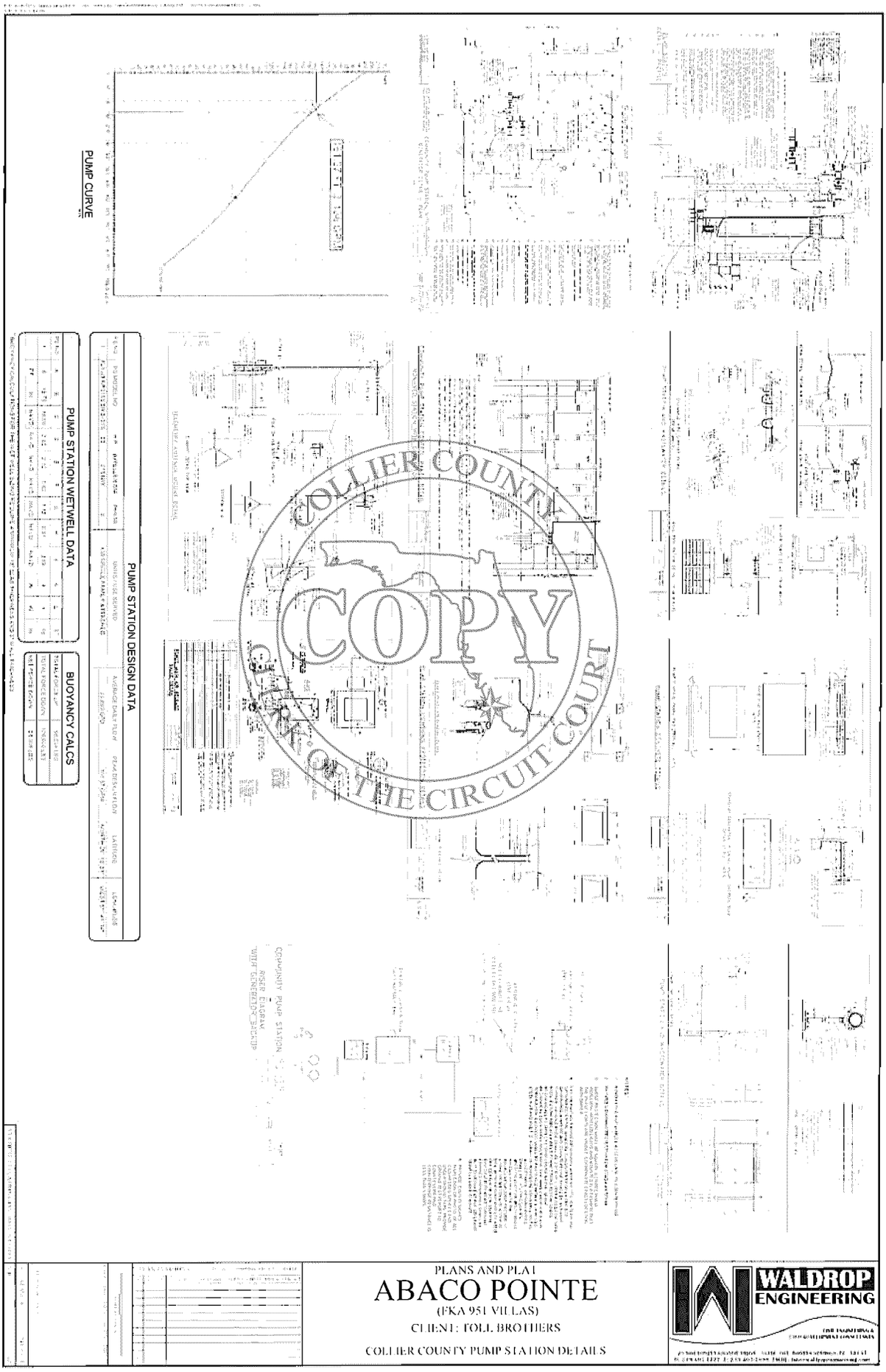
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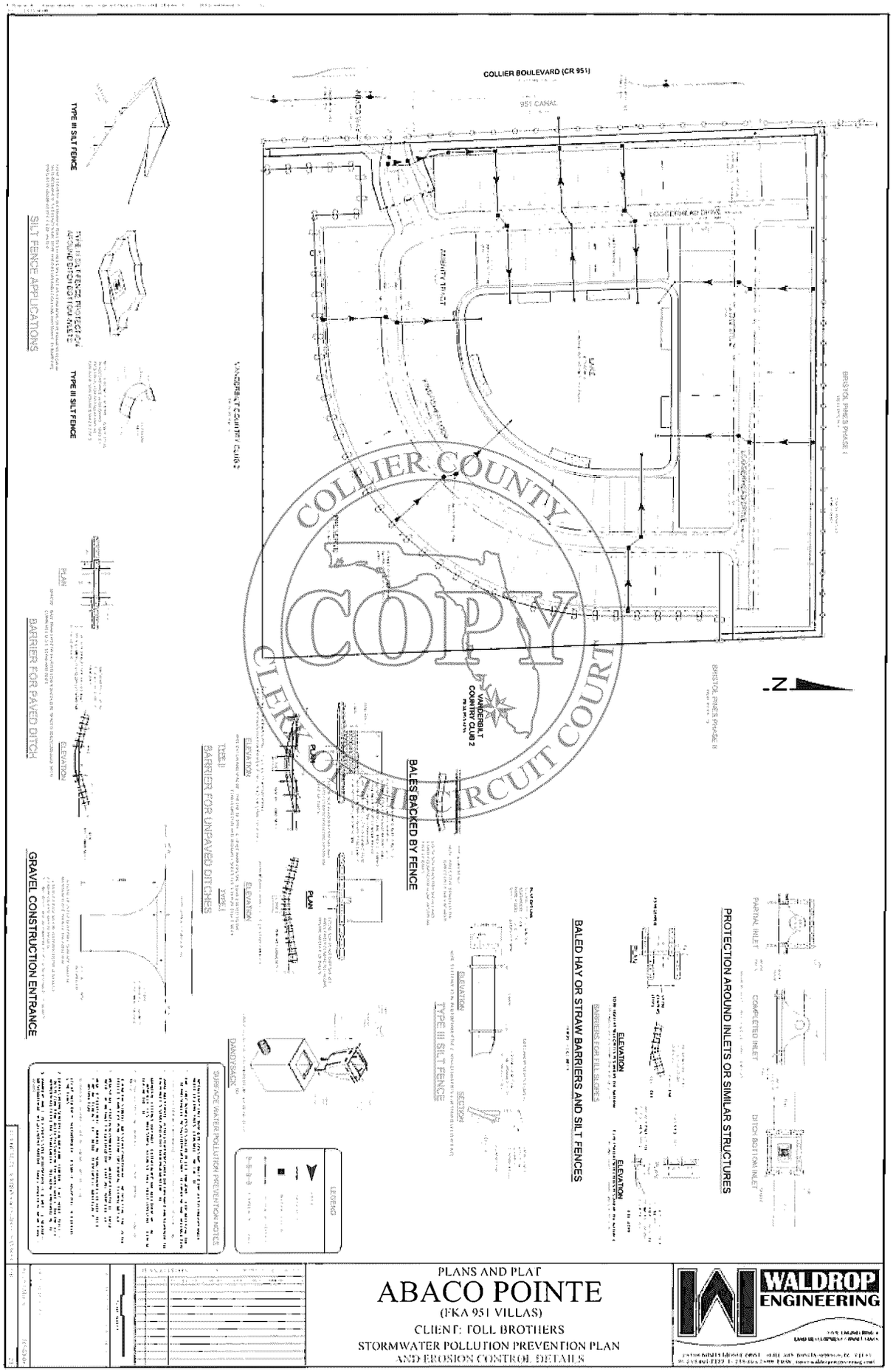
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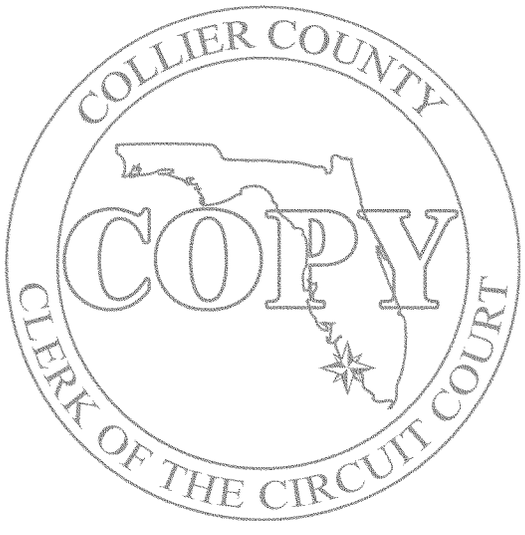


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EXHIBIT "G"

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT – ENVIRONMENTAL RESOURCE PERMIT



South Florida Water Management District
Individual Environmental Resource Permit No. 11-100456-P
Date Issued: August 3, 2018

Permittee: Toll FI Xiii Limited Partnership By Toll Southeast Lp Company, Inc
24201 Walden Center Drive Ste 204
Bonita Springs, FL 34134

Project: Abaco Pointe (FKA 951 Villas)

Application No. 180419-501

Location: Collier County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

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This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send of a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email ERP@sfwmd.gov.

Ricardo A. Valera, P.E.
Bureau Chief, Environmental Resource Bureau

South Florida Water Management District
Individual Environmental Resource Permit No. 11-100456-P

Date Issued: August 3, 2018	**Expiration Date:** August 3, 2023
Project Name:	Abaco Pointe (FKA 951 Villas)
Permittee:	Toll Fl Xiii Limited Partnership By Toll Southeast Lp Company, Inc 24201 Walden Center Drive Ste 204 Bonita Springs, FL 34134
Operating Entity:	Abaco Pointe Homeowners Association, Inc
Location:	Collier County
Current Project Acres:	37.55 acres
Permit Acres:	37.55 acres
Project Land Use:	Residential
Special Drainage District:	N/A
Water Body Classification:	CLASS III
FDEP Water Body ID:	3278S
Wetland and Surface Water Impacts:	0.04 acres
Conservation Easement to District:	No
Sovereign Submerged Lands:	No

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Project Summary
This Environmental Resource Permit authorizes Construction and Operation of a stormwater management system serving 37.55 acres of residential development for a project known as Abaco Pointe (fka 951 Villas).

The project consists of 134 twin villa residential units, one amenity campus, stormwater management system, and utility infrastructure. The stormwater management system consists of storm piping to direct runoff into an onsite lake which provides water quality treatment and attenuation prior to being discharged into the C.R. 951 Canal via a control structure.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

Site Description:
The site is vacant land. There are no permitted water management facilities within the project area.

For information on wetland and surface water impacts, please see the Wetlands and Other Surface Water section of this permit.

Engineering Evaluation:

Water Quality
Water quality treatment is provided in the 4.23 acre onsite wet detention lake. The project provides 3.72 acre-feet of the required water quality treatment volume based on 1.0 inch over the controlled basin areas plus an additonal fifty percent treatment volume.

Pursuant to Appendix E of Environmental Resource Permit Applicant's Handbook Volume II, the provided water quality treatment includes an additional 50% treatment volume above the requirements in Section 4.2 of Volume II as reasonable assurance that the project will not have an adverse impact on the downstream waterbody.

The project includes implementation of a Construction Pollution Prevention Plan/Turbidity and Erosion Control Plan (Exhibit 2) as additional reasonable assurance of compliance with water quality criteria during construction and operation.

Discharge
As shown in the table below, the project discharge is within the allowable limit for the area.

Parking Lot Design
As shown in the attached exhibits, minimum parking lot elevations have been set at or above the calculated design storm flood elevation.

Road Design
As shown in the attached exhibits, minimum road center line elevations have been set at or above the calculated design storm flood elevation.

Finished Floors
As shown in the attached exhibits, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Perimeter Berm
The minimum external berm elevation is set at 16.0 ft. NAVD-88.

Certification, Operation, and Maintenance
Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

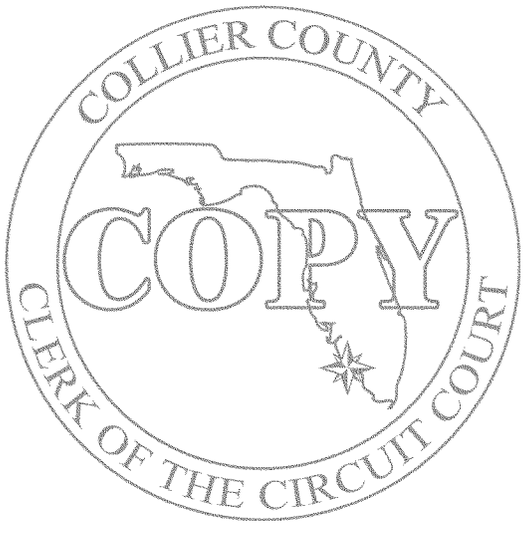
In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of the Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

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Land Use

In the following table, the "Preserve" acreage is not included in the contributing area for the stormwater management system.



Engineering Evaluation Tables:
Land Use Data

Basin	Land Type	Area (ac)	% of Total Basin
Basin 1	Building Cover New	12.45	33.16
	Pavement	2.56	6.82
	Lake	4.23	11.26
	Pervious	10.50	27.96
	Preserved	7.81	20.80
	Total:	37.55	100%

Water Quality Data

Basin	Treatment Type	Treatment System	Volume Required (ac-ft)	Volume Provided (ac-ft)	Area (ac)
Basin 1	Treatment	WET DETENTION	3.72	3.72	4.23

Water Quantity Data

Basin	Elevation Type	Storm Event (Yr/Day)	Precipitation Depth (in)	Peak Stage (ft NAVD88)	Min. EL (ft NAVD88)	Peak Discharge Rate (cfs)	Allowable Discharge Rate (cfs)
Basin 1	Finished Floor	100YR-3D	14.00	15.65	16.20	N/A	N/A
	Discharge	25YR-3D	10.50	14.65	15.10	2.96	2.97

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Weir Data

Basin	Control EL (ft NAVD88)	Structure #	Structure Type	Count	Type	Width (in)	Height (in)	Crest EL (ft NAVD88)
Basin 1	10.75	CS-1	Discharge	1	Rectangular Orifice	3.50	17.00	10.75

Environmental Evaluation:
Wetlands and Other Surface Waters
The project site contains two small, isolated wetlands totaling 0.02 acres and two small, isolated other surface waters totalling 0.02 acres. Please see Exhibit 3.0 for the FLUCCS map of the site. The wetlands can generally be described as freshwater forested and the other surface waters are borrow pits. Additional wetland descriptions are available in the ePermitting file. The project will result in 0.04 acres of wetland and other surface water impacts as described in the Environmental Summary Table below. Exhibit 3.1 identifies the locations of the wetlands and other surface waters being impacted.

Pursuant to Section 10.2.2.1 of the Applicant's Handbook, Volume I, mitigation will not be required for regulated activities in isolated wetlands less than one half acre in size that are not used by endangered or threatened species, are not in an area of critical state concern designated pursuant to Chapter 380, F.S., are not connected by standing or flowing surface water at seasonal high water level to one or more wetlands, and the combined wetland acreage so connected is not greater than one half acre, and do not provide more than minimal value to fish and wildlife. Therefore, the applicant will not be required to provide mitigation to offset the proposed 0.02 acres of isolated wetland impacts. No mitigation is required for the other surface water impacts.

Fish, Wildlife, and Listed Species
The project site does not contain significant habitat for wetland-dependent endangered or threatened wildlife species, or species of special concern. A Listed Species Survey was conducted in January of 2018. No wetland-dependent endangered or threatened species or species of special concern were observed onsite. Submitted information indicates that potential use of the site by such species is minimal.

The Florida Fish and Wildlife Conservation Commission has recommended that the brochure, *A Guide to Living in Bear Country*, be provided to all residents, and be incorporated into the HomeOwner Association Documents. Please see Exhibit 3.2 for this brochure.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered or threatened species or species of special concern are discovered on the site.

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Environmental Evaluation Tables: Summary

Wetlands and Other Surface Waters:	0.04	acres
Direct Impacts:	0.04	acres
Secondary impacts:	0	acres
Net UMAM Functional Loss/ Gain:	0	units
Total Onsite Mitigation Area:	0	acres
Total Offsite Mitigation Area:	0	acres

Total Mitigation Bank Credits Provided

Mitigation Bank	Type	Total Credits
		0
Total:		0

Group 1

Activities in Wetlands or Other Surface Waters, Not Including Mitigation at a Bank

ID	Acres	Action	Community Description	Current Score	With Project Score	UMAM Loss
1	0.02	Direct Impact	Cypress - Pine - Cabbage Palm			0.000
2	0.02	Direct Impact	Borrow Pits			0.000
Total:	**0.04**					**0.000**

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Related Concerns:
Historical/ Archeological Resources
No information has been received that indicates the presence of archaeological or historical resources on the project site or indicating that the project will have any effect upon significant historic properties listed, or eligible for listing in the National Register of Historic Places.

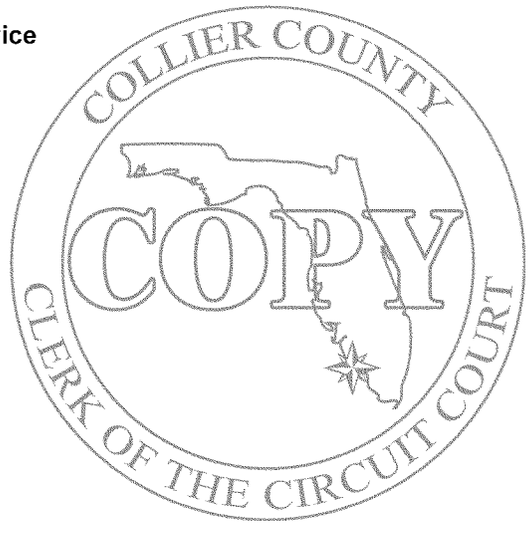
This permit does not release the permittee from complying with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

Water Use Permit Status
The applicant has indicated that groundwater well(s) will be used as a source for irrigation water for the project. Water Use application number 180709-10 is being processed concurrently with this permit.

The applicant has indicated that dewatering is required for construction of this project. Water Use application number 180709-19 is being reviewed concurrently for this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

Water and Wastewater Service
Collier County Utilities



General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
   b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

COPY

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
b. Convey to the permittee or create in the permittee any interest in real property;
c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

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10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or

other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

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Special Conditions

1. The construction authorization for this permit shall expire on the date shown on page 2.

2. Operation and maintenance of the stormwater management system shall be the responsibility of Abaco Pointe Homeowners Association, Inc. Documentation must be submitted in accordance with General Condition No. 7.

3. Prior to the commencement of construction and pursuant to Section 4.2.3(d)(3) of Applicant's Handbook Volume I, the permittee shall demonstrate ownership of the project area to the District's Environmental Resource Compliance staff.

4. Discharge facilities:
   Control Structure CS-1:
   1- RECTANGULAR BLEEDER with invert elevation at 10.75' NAVD
   Receiving waterbody: Onsite wet detention
   Control Elevation: 10.75 ft. NAVD.

5. Minimum building floor elevation: 16.2 feet NAVD.

6. Minimum road crown elevation: 14.7 feet NAVD.

7. Minimum parking lot elevation: 14.7 feet NAVD.

8. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.

9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.

10. Prior to any future construction, the permittee shall apply for and receive an Individual ERP. As part of the permit application, the applicant for that phase shall provide documentation verifying that the proposed construction is consistent with the design of the master stormwater management system, including the land use and site grading assumptions.

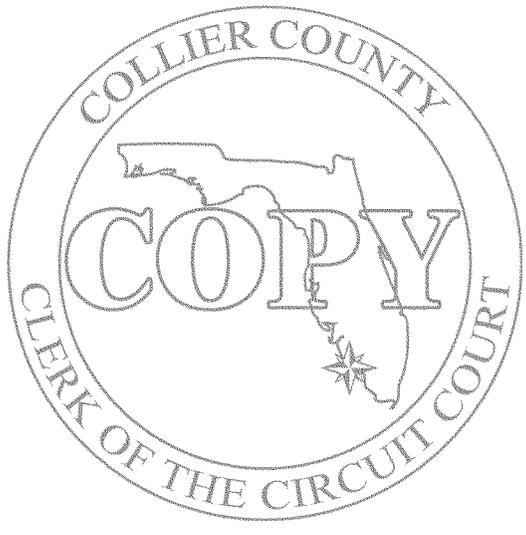
11. Endangered species, threatened species and/or species of special concern have been observed onsite and/or the project contains suitable habitat for these species. It shall be the permittee's responsibility to coordinate with the Florida Fish and Wildlife Conservation Commission and/or the U.S. Fish and Wildlife Service for appropriate guidance, recommendations and/or necessary permits to avoid impacts to listed species. Upon recommendation from The Florida Fish and Wildlife Conservation Commission, please refer to Exhibit 3.2 for *A Guide to Living in Bear Country.* This brochure will be distributed to all home owners.

12. The following exhibits for the permit are incorporated by reference herein and are located in the permit file:
    Exhibit No.1.0 Location Map
    Exhibit No. 2.0 Abaco Pointe Plans

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Exhibit No. 3.0 FLUCCS MAP
Exhibit No. 3.1 Wetland Impact Map
Exhibit No. 3.2 A Guide to Living in Bear Country Brochure

13. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Compliance (ERC) staff, and any other local government entities as necessary. The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties. To schedule a pre-construction meeting, please contact ERC staff from the Fort Myers Service Center at (239) 338-2929 or via e-mail at: pre-con@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.



Project Work Schedule for Permit No. 11-100456-P

Activities shall be completed in accordance with the schedule below, which is a summary of the actions required by the permit conditions. Please refer to the referenced condition for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff and may require a minor modification to this permit. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description	Due Date	Date Satisfied
GC 4	08/3/2018	Commencement Notice	48 hours prior to construction	
GC 6	08/3/2018	Certification	30 days after completion	
GC 7	08/3/2018	Operation Entity Transfer	30 days after certification acceptance	
SC 3	08/3/2018	Submit Proof of Ownership	Prior to Construction	
SC 13	08/3/2018	Pre-Construction Meeting	Prior to Construction	

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Distribution List

Bruce Sherman, Naples Jewish Community Fund Inc

Jessica Linn, Waldrop Engineering, PA

Abaco Pointe Homeowners Association, Inc.

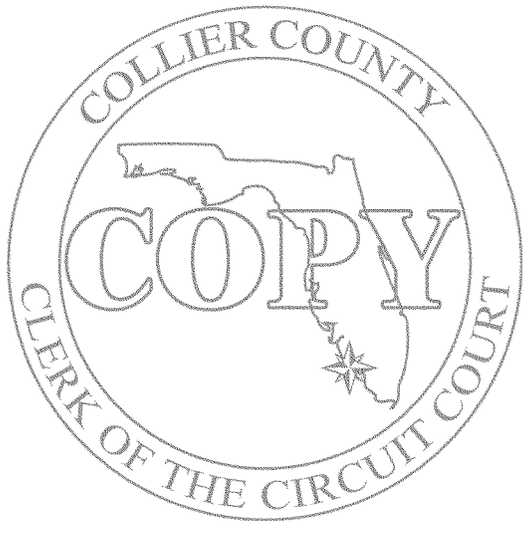
Jeremy Arnold, Waldrop Engineering, PA

Tyler King, Dexbender Environmental Consulting

Audubon of Florida - Charles Lee

Div of Recreation and Park - District 4

US Army Corps of Engineers - Permit Section



Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website (http://my.sfwmd.gov/ePermitting) and searching under this application number 180419-501.

Exhibit No.1.0 Location Map
Exhibit No. 2.0 Abaco Pointe Plans
Exhibit 3.0 FLUCCS Map
Exhibit 3.1 Wetland Impact Map
Exhibit 3.2 Living in Bear Country

COLLIER COUNTY
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NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

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If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions setforth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

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CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $35.50

Prepared, without opinion of title, by and return to:
S. Kyla Thomson, Esq.
Varnum, LLP
4501 Tamiami Trail N., Suite 350
Naples, FL 34103

FIRST AMENDMENT TO THE BYLAWS OF ABACO POINTE HOMEOWNERS ASSOCIATION, INC.

THIS FIRST AMENDMENT TO THE BYLAWS OF Abaco Pointe Homeowners Association, Inc. (the "Amendment") is made and executed this ____ day of July, 2024, by TOLL FL XIII LIMITED PARTNERSHIP, a Florida limited partnership, its successors and assigns, (hereinafter called "**Declarant**") and ABACO POINTE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, (hereinafter called "**Association**");

WHEREAS, Declarant is the declarant and sole Class "B" Member under that certain Declaration of Covenants, Conditions and Restrictions of Abaco Pointe, recorded in OR Book 5665, Page 2042 of the Public Records of Collier County, Florida, as amended;

WHEREAS, Article VII, Section 6(b) of the Bylaws requires the affirmative vote or written consent, or any combination thereof, of Members representing two-thirds (2/3) of the total Class "A" votes in the Association, and the consent of the Class "B" Member prior to the Turnover Date;

WHEREAS, Declarant and the Members desire to amend the Bylaws to decrease the number of Board members after the Declarant's turnover of Association control to the Members, as further set forth herein;

WHEREAS, the Turnover Date has not yet occurred;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant and Association hereby agree, declare, and give notice, as follows:

1. Recitals. The aforementioned recitals are true and correct and are incorporated herein by reference. All terms not defined herein shall have the meaning ascribed to them in the Declaration.

2. Vote Required. The attached Amendment to the Bylaws was duly approved and adopted by the Members of the Association at a duly noticed meeting of the Members on the 26th day of June, 2024. Said Amendment was approved by a proper percentage of voting interests of the Association, as required under Article VII, Section 6(b) of the Association Bylaws.

3. Declarant Consent. By execution of this document, the Declarant hereby consents to this Amendment to the Bylaws, as required under Article VII, Section 6(b) of the Association Bylaws.

4. Effect of Amendment. Except as stated herein, the term and conditions of the Bylaws are unaffected by this Amendment and shall remain in full force and effect. In the event of a conflict or ambiguity between the terms of the Bylaws and the terms of this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Declarant and Association have executed this Amendment as of the day and year first written above.

WITNESSES:

Signature
Jacob Hintermeister
Print Name
24201 Walden Center Dr
Address
Bonita Springs, FL 34134
Address

Signature
Gary Harrell
Print Name
24201 Walden Center Dr.
Address
Bonita Springs FL 34134
Address

"Declarant"
TOLL FL XIII LIMITED PARTNERSHIP,
a Florida limited partnership

By: _____

Print Name: Brandon Sinnery

Title: Director, CP

STATE OF FLORIDA
COUNTY OF Lee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared [X] in person or [ ] online notarization, _____, as _____ of **TOLL FL XIII LIMITED PARTNERSHIP**, a Florida limited partnership., who is [X] personally known to me or [ ] has produced a _____, as identification.

PEGGY EWERT
MY COMMISSION # HH 334075
EXPIRES: December 13, 2026

Notary Public, State of Florida
Print Name: Peggy Ewert

WITNESSES:

Signature

Jacob Hintermeister

Print Name

24201 Walden Center Dr

Address

Bonita Springs, FL 34134

Address

Signature

Gary Harrell

Print Name

24201 Walden Center Dr.

Address

Bonita Springs FL 34134

Address

"Association"
ABACO POINTE HOMEOWNERS ASSOCIATION, INC.

By: _____

Print Name: Brandon Sinnery

Title: President

STATE OF FLORIDA
COUNTY OF Lee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared [X] in person or [ ] online notarization, _____, as _____ of **ABACO POINTE HOMEOWNERS ASSOCIATION, INC.,** a Florida not-for-profit corporation, who is [X] personally known to me or [ ] has produced a _____, as identification.

PEGGY EWERT
MY COMMISSION # HH 334075
EXPIRES: December 13, 2026

_____
Notary Public, State of Florida
Print Name: Peggy Ewert

FIRST AMENDMENT TO THE BYLAWS OF ABACO POINTE HOMEOWNERS ASSOCIATION, INC.

Additions are underlined.
Deletions are ~~stricken through~~.

1. Article IV, Section 5(d) shall be amended as follows:

ARTICLE IV
BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS COMPOSITION AND SELECTION

(Sections 1 - 4 shall remain the same)

Section 5. Election and Term of Office. Notwithstanding any other provisions of these Bylaws:

(Sections a. - c. shall remain the same)

d. At the first annual meeting of the membership after the Turnover Date, the Board shall be ~~increased to seven~~ decreased to three (3) directors. ~~Three~~ The two directors with the highest and second highest number of votes shall serve a term of two years and ~~three~~ the one directors with the third highest number of votes shall serve a term of one year~~,~~. If applicable, a tie shall be broken by a coin toss, drawing of straws or lots (paper) or such other mechanism as such directors determine among themselves, such as a run-off election. If there are not enough candidates to require an election and there are less than three candidates, the first two directors appointed on the Board shall serve a term of two years and the third director appointed shall serve a term of one year. If there are not enough candidates to require an election and there are three candidates, the two directors serving the term of two years shall be determined by drawing of straws or lots (paper) and the third director shall serve a term of one year. Upon the expiration of each director's term of office, the members shall elect a successor to serve a term of two years. If a tie occurs in any future election, the system for tie-breaking as established in this paragraph shall be utilized.