This Instrument prepared by:
ROBERT S. SCHUMAKER, Esq.
8250 S. W. Third Avenue
Miami, Florida 33135

THE DELTONA CORPORATION,
a Delaware corporation,

TO WHOM IT MAY CONCERN:

OFF REC 462 PAGE 739

80-108-12

DECLARATION OF RESTRICTIONS

WHEREAS, THE DELTONA CORPORATION, a Delaware corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Subdivider" is the owner of the following described property, situate, lying and being in St. Johns County, Florida; and

WHEREAS, the following described property is not subject to any restrictions and limitations of record by the Subdivider; and

WHEREAS, it is now desired by the Subdivider to place restrictions and limitations of record as to each and every of the lots hereafter set forth located in ST. AUGUSTINE SHORES UNIT FIVE and to limit the use for which each and every of said lots located in ST. AUGUSTINE SHORES UNIT FIVE is intended.

NOW, THEREFORE, the Subdivider does hereby declare that each and every of the lots located in the following described property, situate, lying and being in St. Johns County, Florida; to-wit:

ST. AUGUSTINE SHORES UNIT FIVE according to the plat thereof recorded in Plat Book 14, Pages 21 through 24, of the Public Records of St. Johns County, Florida, less and except Tracts "A", "B", "C", "D", "E", "F", "G". "H", "J", "K", "L" and "P".

(hereinafter referred to as the "lots" or "said lots"), are hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for any agreement for deed of conveyance or lease hereafter made, and one of the express conditions thereof; and that said restrictions and limitations are intended to be, and shall be taken as convenants to run with the land, and are as follows; to-wit:

Use Restrictions

1.01 Each and every of the lots described above shall be known and described as residential lots, and no structure shall be

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constructed or erected on any residential lots other than one detached single family dwelling not to exceed two stories in height, including an attached one or two car garage or carport.

Setback Restrictions

2.01 No building shall be erected on any of said lots nearer than twenty-five (25) feet to the front lot lines of said lots, nor nearer than eight (8) feet to any interior side lot line nor nearer than ten (10) feet to the rear lot lines of said lots, except that on corner lots no structure shall be permitted nearer than twenty-five (25) feet to the front lot line of said corner lot, nor nearer than twenty (20) feet to the side street line. Swimming pools, with or without enclosures may not be erected or placed on the lots unless and until their location and architectural and structural design have been approved in writing by the Architectural Design Committee appointed from time to time by the St. Augustine Shores Service Corporation, Inc., a non-profit Florida corporation (hereinafter referred to as the "Service Corporation"). For the purpose of this covenant, eaves shall be considered as a part of a building, and any portion of a building on a lot shall not be permitted to encroach upon another lot or easement.

2.02 When two or more lots are used as one building site the setback restrictions set forth in Paragraph 2.01 above shall apply to the exterior perimeter of the combined site.

Residential Sites and Building Size Restrictions

3.01 None of said lots shall be divided or resubdivided unless divided portions of said lots be used to increase the size of an adjacent lot or the adjacent lots as platted. Divided portions of lots must extend from fronting street line to existing rear property line.

3.02 No outbuilding shall be of a width less than ten (10) feet exclusive of the attached garage or carport, either of which

shall conform generally in architectural design, setback requirements as set forth in Paragraph 2.01 and exterior materials similar to the main structure.

3.03 Every structure placed on any lot shall be constructed from new material, unless the use of other than new material therefor shall have received the written approval of the Architectural Design Committee.

3.04 No residence shall be constructed or maintained which shall have a ground floor area of less than six hundred and fifty (650) sq. ft. For purposes of computing the sq. ft. above, areas shall be exclusive of porches, patios, garages, and carports provided, however, that with the written consent of the Architectural Design Committee, the minimum ground floor area of any home may be reduced by not more than 50 square feet, if such reduction, in the opinion of the Committee, would not be detrimental to the appearance of such home and to the subdivision.

Nuisance, Trash, etc.

4.01 No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4.02 No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4.03 No sign of any kind shall be displayed to the public view on any lot, except one (1) professional sign of not more than forty (40) square inches or one (1) sign of not more than forty (40) square inches advertising the property for sale or rent. Such "For Rent" or "For Sale" sign shall be securely nailed or otherwise fastened securely to a stake or post which itself shall be fastenened into the ground, which shall project not more than

three (3) feet above the surface of the ground. The subdivider, however, may erect and maintain on said property any signs and other advertising devices as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision and sale of said property, regardless of whether they conform to the above standards.

4.04 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

4.05 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets are permitted accessory use in all residential districts provided the number of such pets over 10 weeks in age shall not exceed four unless an exception has been granted allowing a greater number, and provided that they are not kept, bred or maintained for any commercial purpose and provided they are maintained under control at all times.

4.06 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition.

4.07 No tractors, trucks or trailers may be parked overnight on any of the streets, roads or lots in this subdivision.

4.08 No clothes line or clothes pole may be placed on any lot unless it is placed on the lot in such manner as to make it least visible to any street, and in no case shall it be attached to the main residence.

4.09 No antenna or aerial shall be installed or placed on any lot or property or to the exterior of any single family dwelling or accessory building thereto unless written permission is obtained from the Architectural Design Committee. Standard automobile aerials and standard aerials attached to small portable electronic devices such as radios, shall not be deemed to be prohibited by this section. The Architectural Design Committee shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the placement of exterior antennae and aerials.

4.10 No lawn, fence, hedge, tree or landscaping feature on any of said lots shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgment of the Service Corporation or its duly appointed Architectural Design Committee or its agent. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly, or unreasonably high, Service Corporation as is hereafter described shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the owner or lessee of the lot a reasonable sum therefor and the Service Corporation shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Service Corporation within thirty (30) days after a bill therefor is deposited in the mails addressed to the last known owner or lessee of the lot at the address of the residence or building on said lot, or at the address of the owner as shown in the tax records of St. Johns County, Florida, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in Article 11.00 hereof. The Service Corporation or its agent or the Architectural Design Committee or its agent shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, fences, hedges, trees, or landscaping features including, but not limited to, standards regarding the

height of growth of grass, trees and bushes, conditions of lawns, removal of weeds, replacement of dead or diseased lawns and similar standards.

Well Water

5.01 Each lot shall be limited to the installation and use thereon of one individual well which may only be used for irrigation systems, sprinkler systems, swimming pools or air conditioning. Upon completion of construction of each such well and prior to it being placed into service, a sample of water from the well shall be analyzed by a competent laboratory and the written results of such tests shall be furnished to St. Augustine Shores Utilities, a Division of United Florida Utilities Corporation or to its successors or designee; and the well shall not be used for any purpose whatsoever unless the chemical characteristics of the water are as set forth by the Public Health Service Drinking Water Standards (1962) (S.) and as amended from time to time, with the exception that there shall be no limits for iron and manganese. No storm water or water from individual water wells located on any of said lots shall be discharged in such a manner that such water will enter the sewer main installed by the sewer utility company without written permission from the sewer utility company.

Fences

6.01 No fences, walls, hedges or continuous plantings shall be permitted on vacant lots or within the area between the rear of a residence and the street property line. The purpose of this section is to restrict the use of fences, walls, hedges or continuous plantings within said area which are designed to fully or partially enclose, border or outline said lots or portion thereof and the purpose is not to restrict ornamental landscaping features and plantings to beautify said lots, notwithstanding the fact that said ornamental features and plantings may include incidental features and plantings of hedge not generally designed to enclose border or outline the lot. In the event of any dispute between a lot owner and the Subdivider, or its agent or the

Service Corporation or any other lot owner as to whether any feature is a fence, wall, hedge or continuous planting which is restricted by this section, the decision of the Architectural Design Committee, regarding said feature, shall be final.

Obstruction to Sight Lines

7.01 No fence, sign, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot or tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Easements

8.01 All easements for utilities, drainage canals and other purposes shown on the plats of St. Augustine Shores Subdivision recorded in the plat records of St. Johns County, Florida, are thereby reserved as perpetual easements for utility installations and maintenance.

8.02 All the lots are subject to easements and right-of-way for erecting, constructing, maintaining or operating public sewers, or poles, wires or conduits for lighting, heating, power, telephone, lines for gas, cable T.V. and any other method of conducting and performing a public or quasi-public utility service or function over or beneath the surface of the ground, as such easements and rights-of-way are reasonably required, in an area extending from the side and front lot lines of each lot to a line five (5) feet from said side and front lot line or lines

and running parallel therewith and an area extending from the rear lot line or lines of each lot to a line ten (10) feet from the said rear lot line or lines and running parallel therewith, except as otherwise shown on said plat.

Drainage

9.01 No changes in elevations of the land shall be made to any lot which will interfere with the drainage of or otherwise cause undue hardship to adjoining property or result in increased erosion after the initial conveyance of said lot by the Subdivider.

Architectural Design Committee

10.01 No residences, additions thereto, add-ons, accessories, pools, fences, hedges or any other such structures, shall be erected, placed, constructed, altered or maintained upon any portion of said lots, unless a complete set of plans and specifications therefor, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Architectural Design Committee appointed from time to time by the Service Corporation or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of two persons neither of whom shall be required to own property in the Subdivision. Such plans and specifications shall be submitted in writing and for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefor. The approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure,

the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or out-of-keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

10.02 The Committee shall be authorized to establish further reasonable rules and regulations for approval of plans as required by this Article and for approval or interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in these restrictions.

10.03 The approval of the Committee for use on any lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other lots.

10.04 If, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the lot otherwise than as approved by the Committee, such alterations, erections and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions.

10.05 Any agent or officer of the Service Corporation or the Architectural Design Committee may from time to time at any reasonable hour or hours, in the presence of the occupant thereof,

enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the Committee and/or any agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

10.06 For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien and/or interest in, any of said lots and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such noncompletion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

10.07 In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or locations or any other matter or thing referred to herein, within thirty (30) days after being submitted and receipted for in writing, then such approval will not be required, provided that the design and location on the lot conform to and are in harmony with the existing structures on the lots in this Subdivision. In any event, either with or without the approval of the Committee or its agent, the size and setback requirements of residences shall conform with the requirements contained in these restrictions.

10.08 Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee, may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.

Provisions for Fees for Maintenance and Upkeep

11.01 Each and every of said lots which has been sold, leased or conveyed by the Subdivider, except any lot conveyed to St. Johns County, a political subdivision of the State of Florida, shall be subject to the per lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for the funds is St. Augustine Shores Service Corporation, Inc., a non-profit Florida corporation.

11.02 The operation of the Service Corporation shall be governed by the By-Laws of the Service Corporation, recorded in Official Records Book 188, Pages 269 through 279 of the Public Records of St. Johns County, Florida, and by all modifications and amendments thereto. No modification or amendment to the By-Laws of said corporation shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth therein. The By-Laws may be amended in the

manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any lot or which would change Section 11.04 herein pertaining to the amount and fixing of fees.

11.03 Every owner of any of said lots, whether he has acquired the ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation and By-Laws of the Service Corporation as they may exist from time to time. Membership shall be divided into Class A membership and Class B membership. Each lot owner shall automatically be and become a Class A member of this corporation. Class A membership shall cease and terminate upon the sale, transfer or disposition of the member's lot. The Subdivider, or its successors and assigns shall be the only Class B member of the Service Corporation. The Class B member shall be the only voting member of the Corporation until January 1, 1981, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at which time the Class A members shall become voting members of the Corporation. At such time as Class A members become voting members of the Corporation, said members shall be entitled to one vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the Owners and the one entitled to cast the vote for the membership concerned. Said maintenance and upkeep fees shall not be increased without the prior written consent of the Federal Housing Administration (FHA) so long as any mortgages are insured by FHA in St. Augustine Shores Subdivision or so long as a commitment of FHA to the Subdivider to insure mortgages is outstanding.

11.04 The initial monthly fee to be paid to the Service Corporation for maintenance and upkeep as is further described herein upon each and every of said lots subject thereto, whether vacant lots or improved lots, shall be $8.75. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Initial fees for a partial month may be collected in advance on a pro rated basis. The Service Corporation may, but shall not be required to, provide for a reasonable rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. Said rate of interest, however, may not exceed the prevailing mortgage rate allowed by the Federal Housing Administration (FHA) from time to time. Said fees may be increased or decreased by the Service Corporation except that the said monthly charge or fee per lot shall not be raised more than twenty-five (25%) percent of the then existing fee during any one calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than 51%, in number, of all the lot owners subject thereto who actually vote for or against said increases including the owners of those lots covered by other restrictions containing similar provisions affecting other lots shown on plats of units of St. Augustine Shores Subdivision whether recorded now or in the future, and if said fees are decreased or extinguished by the Service Corporation, the services provided by the Service Corporation may be decreased or extinguished so that the Service Corporation shall not be required to pay more for the services hereinafter enumerated than is collected by said fees. In regard to said joint consent, the owner of each lot shall be entitled to one vote for each lot owned by him and each lot shall not be entitled to more than one vote.

11.05 In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

11.06 The Service Corporation shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Service Corporation may apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Subdivider or for the maintenance and upkeep of any lots owned by the Subdivider prior to the first sale, conveyance or lease of said lots by the Subdivider. The Service Corporation shall account to the lot owners as to the method of spending of said funds at least once each and every calendar year. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant then the accounting shall be conclusively presumed to be accurate as set forth therein.

11.07 The Service Corporation may comingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on plats of St. Augustine Shores Subdivision, recorded now or in the future in the Public Records of St. Johns County, Florida, which funds are intended thereby to be used for similar purposes.

11.08 Each such fee and interest thereon and reasonable court costs and legal fees expended in the collection thereof shall, from the date it is due, or expended, constitute a lien on the lot or property with respect to which it is due. The Service Corporation may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Service Corporation may negotiate disputed claims or liens and settle or compromise said claims. The Service Corporation shall be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Service Corporation covered by the lien foreclosed. In case of such foreclosure, the lot owner

shall be required to pay a reasonable rental for the lot, and the Plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same. The Service Corporation may file for record in the Office of the Clerk of the Circuit Court for St. Johns County, Florida, on and after sixty (60) days after a fee is overdue, the amount of said overdue fee, together with the interest and cost thereon and a description of the lot and the name of the owner thereof and such additional information as may be desirable, and upon payment in full thereof, the Service Corporation shall execute a proper recordable release of said lien.

11.09 Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgagee or lender of record or other purchasers of a lot obtains title to the lot as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said lot in lieu of foreclosure, such acquirer of title, his successors assigns, shall not be liable for the fees due to the Service Corporation pertaining to such lot and chargeable to the former lot owner of such lot which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The Federal Housing Administration (FHA) shall not be liable for the fees due subsequent to said acquisition until such time as said lot is sold or leased by the FHA or otherwise occupied as a residence or until four months after said acquisition whichever shall first occur. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.

11.10 Any person who acquires an interest in a lot, except through foreclosure of an institutional first mortgage of record (or deed in lieu thereof,) including purchasers at judicial

sales, shall not be entitled to occupancy of the lot until such time as all unpaid fees due and owing by the former lot owner have been paid.

11.11 The Service Corporation shall have the right to assign its claim and lien rights for the recovery of any unpaid fees to any lot owner or group of lot owners or to any third party.

11.12 The purchasers or lessees of lots or parcels in the Subdivision by the acceptance of deeds or leases therefor, whether from the Subdivider or subsequent owners or lessees of such lots, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such fees including interest, upon lots purchased or agreed to be purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said lot as otherwise provided for herein, and the Service Corporation shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Service Corporation and its assigns and such obligation is to run with the land so that the successors or owners of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such fees and interest which shall have become due during their ownership thereof.

11.13 The Subdivider or its successors or assigns shall not be obligated to pay to the Service Corporation any fees upon any of said lots owned by the Subdivider which are subject thereto, prior to the first sale, conveyance or lease of said lots by the Subdivider, but shall be obligated to pay any such fees for any lot or lots acquired from successive owners of said lots.

11.14 The Service Corporation shall apply the proceeds received from such fees towards the payment of the cost of any of the

following matters and things in any part of St. Augustine Shores Subdivision, whether within the unit partially or fully restricted by other restrictions recorded or intended to be recorded or recorded in the future in the Public Records of St. Johns County, Florida, affecting properties located in St. Augustine Shores Subdivision, namely:

(A) Improving or maintaining such streets, swales, parks and other open spaces, including all grass plots and other planted areas within the line of rights-of-way, which areas exist for the general use of all the lot owners in St. Augustine Shores Subdivision or for the general public, whether or not a reservation for the public is dedicated or recorded and whether or not said areas are owned by the Subdivider or the Service Corporation or any third person, and whether or not said areas are dedicated rights-of-ways now existing or hereafter created, and whether or not they shall be maintained for public use or for the general use of the owners of lots or parcels within said Subdivision and their successors in interest, insofar as such are not adequately provided by governmental authority. Such maintenance may include, but shall not be limited to, the cutting of grass, plantings, bushes, hedges and removing of grass and weeds therefrom and all other things necessary and desirable in order to keep the Subdivision and the streets and public areas contiguous thereto neat, attractive, and in good order.

(B) The cleaning and lighting of streets, walkways, pathways and public areas within or bordering upon the Subdivision collecting and disposing of rubbish and litter therefrom but only until such time as they are adequately provided for by governmental authority.

(C) Taxes and assessments, if any, which may be levied upon any of the properties described in Paragraph 11.14 (A) through (D) and due and payable by the Subdivider or the Service Corporation.

(D) The Service Corporation shall have the right, from time-to-time to expend said proceeds for other purposes, not inconsistent herewith, for the health, safety, welfare, aesthetics or better enjoyment of the community.

11.15 The enumeration of the matters and things for which the proceeds may be applied shall not require that the Service Corporation actually spend the said proceeds on all of said matters and things or during the year that said fees are collected and the Service Corporation shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.

11.16 No lot owner, parcel owner or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained.

11.17 The Service Corporation may assign its rights, duties and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of St. Johns County, Florida, making said assignment.

11.18 Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.

Additional Restrictions

12.01 The Subdivider may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these restrictions applicable to the said lots, provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said lots and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications or amendments shall not change Section 11.04 herein pertaining to the amount and fixing of fees. No modifications, amendements or additions will be made to the

restrictions without the prior written approval of the Federal Housing Administration (FHA) so long as any mortgages are insured by FHA in St. Augustine Shores Subdivision or so long as the commitment of FHA to the Subdivider to insure mortgages is outstanding.

Definition of "Successors or Assigns"

13.01 As used in these restrictions, the words "successors or assigns" shall not be deemed to refer to an individual purchaser of a lot or lots in the Subdivision from the Subdivider, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Subdivider, who are designated as such by an instrument in writing signed by the Subdivider and recorded equitable interests of the Subdivider, who are designated as such by an instrument in writing signed by the Subdivider and recorded among the Public Records of St. Johns County, Florida, specifically referring to this provision of these restrictions.

Duration of Restrictions

14.01 These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until July 1, 2010, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless commencing with the year 1990, by vote of ninety (90) percent of the then owners of all of the lots or tracts in St. Augustine Shores Subdivision, or commencing with the year 2010, by vote of seventy-five (75) percent of the then owners of all of the lots or tracts in St. Augustine Shores Subdivision, it is agreed to change said covenants in whole or in part.

Remedies for Violations

15.01 In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, any member of the Service Corporation, or any of them jointly or

severally shall have the right to proceed at law or equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, should not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Severability

16.01 Invalidation or removal of any of these covenants by judgment, decree; court order, statute, ordinance, or amendment by the Subdivider, its successors or assigns, shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Subdivider, a Delaware corporation, has caused these presents to be executed by its proper officers, who are thereunto duly authorized, and its corporate seal to be affixed, at Miami, Dade County, Florida this 18th day of August, 1980.

WITNESSES:

THE DELTONA CORPORATION

BY: Frank E. Mackle, III
Frank E. Mackle, III
President

OFF REC 462 PAGE 759

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

I HEREBY CERTIFY, that on this 18th day of August, 1980, before me personally appeared FRANK E. MACKLE, III, President of THE DELTONA CORPORATION, a Delaware corporation, to me known to be the person described in and who executed the foregoing instrument as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida the day and year last aforesaid.

Carrie R. Cruz
Notary Public, State of Florida
at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 30 1983
BONDED THRU GENERAL INS. UNDERWRITERS

Filed and Recorded in
Public Records of
St. Johns County, Fla.
on Sept 2, 1980 at 10:53 AM
OLIVER LAWTON, Clerk
Circuit Court.
By Jennie N Matthews
Deputy Clerk

80 13807

OFF. REC. 470 PAGE 63

This instrument was prepared by:
RICHARD M. BRENNER, Attorney
3250 S. W. Third Avenue
Miami, Florida 33129

CERTIFIED RESOLUTION
AMENDING
BY-LAWS OF ST. AUGUSTINE SHORES SERVICE CORPORATION, INC.
AND
DECLARATION OF RESTRICTIONS RECORDED WITH RESPECT TO UNITS ONE, THREE, FOUR, FIVE AND A REPLAT OF UNIT TWO OF THE ST. AUGUSTINE SHORES SERVICE CORPORATION, INC.

I, MICHELLE R. GARBIS, Secretary of the St. Augustine Shores Service Corporation, Inc., a Florida corporation (hereinafter referred to as the "Corporation"), hereby certify that a Special Meeting of the members of the Corporation was duly called and held on September 26, 1980, and that at said meeting, the Class A members voted to delay the transfer of control and operation of the Corporation to the Class A members until January 1, 1983. Based upon the vote of the Class A members, the Board of Directors held a duly called meeting on October 3, 1980, and at said meeting, at which a quorum was present and voting throughout, the following resolutions were duly and unanimously adopted:

RESOLVED, that Article IV Section 2 of the By-Laws of the Corporation be amended to reflect the vote of the Class A members to delay the transfer of the operation and control of the Service Corporation to the Class members until January 1, 1983, and shall read as follows:

> Section 2. Classes and Voting: Membership shall be divided into two classes, namely, Class A and Class B. Class A members shall consist of the lot owners and the sole Class B member shall be The Deltona Corporation. The Class B member shall be the only voting member of the Corporation until January 1, 1983, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at which time the Class A members shall become voting members of the Corporation. At such time as the Class A members become voting members of the Corporation, said members shall be entitled to one vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to case the vote for the membership concerned.

RESOLVED, that Section 11.02 of the Declaration of Restrictions of:

ST. AUGUSTINE SHORES UNIT ONE according to the plat thereof, recorded in Plat Book 11, Pages 63 through 71 inclusive, of the Public Records of St. Johns County, Florida, less and excepting Tracts A,B,C,D, E,F,G,H,I,J,K,L,M,N,O,P,Q,R,S,T,U,V,W and X, also lots 1 through 6, inclusive of Block 12;

Section 11.03 of the Declaration of Restrictions of:

A Replat of Unit Two pertaining to the following lots located in St. Johns County: Lots 1 thru 42, Block 135; Lots 1 thru 10, Block 136; Lots 1 thru 8, Block 137; Lots 1 thru 11, Block 138; Lots 1 thru 15, Block 139; Lots 1 and 2, Block 140; Lots 1 thru 7, Block 141; Lots 1 thru 9, Block 142; Lots 1 thru 10, Block 143; Lots 1 thru 8, Block 144; Lots 1 thru 11, Block 145; Lots 1 thru 34, Block 146; Lots 1 thru 22, Block 147; Lots 1 thru 35, Block 148; Lots 1 thru 18, Block 149; Lots 1 thru 5, Block 150; Lots 1 and 2, Block 151; Lots 1 thru 4, Block 152 of A REPLAT OF ST. AUGUSTINE SHORES UNIT TWO, according to the plat thereof recorded in Plat Book 13, Pages 114 thru 124, inclusive of the Public Records of St. Johns County, Florida;

Section 11.02 of the Corrective Declaration of Restrictions of:

ST. AUGUSTINE SHORES UNIT THREE according to the plat thereof, recorded in Plat Book 12, Pages 27 through 35 inclusive, of the Public Records of St. Johns County, Florida, less and excepting Tracts A, B, C, D, E, F, G;

Section 10.03 of the Declaration of Restrictions for:

that certain parcel of land lying and being part of Tract "C" of ST. AUGUSTINE SHORES UNIT FOUR, according to the Plat or Map thereof, recorded in Plat Book 13, Pages 31 through 38, inclusive, of the Public Records of St. Johns County, Florida;

Section 12.03 of the Declaration of Restrictions for:

ST. AUGUSTINE SHORES UNIT FOUR according to the plat thereof, recorded in Plat Book 13, Pages 31 through 38, inclusive, of the Public Records of St. Johns County, Florida, less and excepting Tracts A, B, C, D, E, F and G;

and Section 11.03 of the Declaration of Restrictions for:

ST. AUGUSTINE SHORES UNIT FIVE according to the plat thereof recorded in Plat Book 14, Pages 21 through 24, of the Public Records of St. Johns County, Florida, less and except Tracts A, B, C, D, E, F, G, H, J, K, L and P;

be amended and shall read as follows:

Every owner of any of said lots, whether he has acquired the Ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation and By-Laws of the Service Corporation as they may exist from time to time. Membership shall be divided into Class A membership and Class B membership. Each lot

owner shall automatically be and become a Class A member of this Corporation. Class A membership shall cease and terminate upon the sale, transfer or disposition of the member's lot. The Subdivider, or its successors and assigns shall be the only Class B member of the Service Corporation. The Class B member shall be the only voting member of the Corporation until January 1, 1983, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at which time the Class A members shall become voting members of the Corporation. At such time as the Class A members become voting members of the Corporation, said members shall be entitled to one vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned. Said maintenance and upkeep fees shall not be increased without the prior written consent of the Federal Housing Administration (FHA) so long as any mortgages are insured by FHA in St. Augustine Shores Subdivision or so long as a commitment of FHA to the Subdivider to insure mortgages is outstanding.

RESOLVED, that Section 10.02 of the Declaration of Restrictions for:

Tracts Z and A-E of A REPLAT OF ST. AUGUSTINE SHORES UNIT TWO, according to the plat thereof recorded in Plat Book 13, Pages 114 thru 124 inclusive of the Public Records of St. Johns County, Florida; and for

Tract J of ST. AUGUSTINE SHORES UNIT FIVE, according to the plat thereof recorded in Plat Book 14, Pages 21 thru 24 inclusive of the Public Records of St. Johns County, Florida; and for

Tract K of ST. AUGUSTINE SHORES UNIT FIVE, according to the plat thereof recorded in Plat Book 14, Pages 21 thru 24 inclusive of the Public Records of St. Johns County, Florida; and for

Tract L of ST. AUGUSTINE SHORES UNIT FIVE, according to the plat thereof recorded in Plat Book 14, Pages 21 thru 24 inclusive of the Public Records of St. Johns County, Florida;

be amended and shall read as follows:

Every owner of real property within said tracts, whether he has acquired ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation and By-Laws of the Service Corporation as they may exist from time to time. Membership shall be divided into Class A membership and Class B membership. Each owner shall automatically be and become a Class A member of this Corporation. Class A membership shall cease and terminate upon the sale, transfer or disposition of the member's interest in said property. The Subdivider, or its successors and assigns shall be the only Class B member of the Service Corporation. The Class B member

shall be the only voting member of the Corporation until January 1, 1983, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at which time the Class A members shall become voting members of the Corporation. At such time as the Class A members become voting members of the Corporation, said members shall be entitled to one vote in the affairs of the Corporation for each tract owned by said member and the Class B membership shall terminate. In the event a tract is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned. Said maintenance and upkeep fees shall not be increased without the prior written consent of the Federal Housing Administration (FHA) so long as any mortgages are insured by FHA in St. Augustine Shores Subdivision or so long as a commitment of FHA to the Subdivider to insure mortgages is outstanding.

RESOLVED, that Section 10.02 of the Declaration of Restrictions for:

Tracts A, B, C, D, E, J, K, R, S, A-A, A-B and A-R of REPLAT OF ST. AUGUSTINE SHORES UNIT TWO, according to the plat thereof, recorded in Plat Book 13, Pages 114 through 124, of the Public Records of St. Johns County, Florida; and for

That certain parcel of land lying in and being all of Tract K of ST. AUGUSTINE SHORES UNIT TWO, according to the map or plat thereof as recorded in Plat Book 11, Pages 95 through 103 inclusive, of the Public Records of St. Johns County, Florida:

be amended and shall read as follows:

Every owner of real property within said tracts, whether he has acquired ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation and By-Laws of the Service Corporation as they may exist from time to time. Membership shall be divided into Class A membership and Class B membership. Each owner shall automatically be and become a Class A member of this Corporation. Class A membership shall cease and terminate upon the sale, transfer or disposition of the member's interest in said property. The Subdivider, or its successors and assigns shall be the only Class B member of the Service Corporation. The Class B member shall be the only voting member of the Corporation until January 1, 1983, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at which time the Class A members shall become voting members of the Corporation. At such time as the Class A members become voting members of the Corporation, said members shall be entitled to one vote in the affairs of the Corporation for each living unit owned by said member and the Class B membership shall terminate. In the event a living unit is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership

concerned. Said maintenance and upkeep fees shall not be increased without the prior written consent of the Federal Housing Administration (FHA) so long as any mortgages are insured by FHA in St. Augustine Shores Subdivision or so long as a commitment of FHA to the Subdivider to insure mortgages is outstanding.

"RESOLVED, that the Secretary of the Corporation is authorized and directed to file a certified copy of the foregoing Resolutions pertaining to the amendment of the By-Laws and to the amendment of the Declaration of Restrictions in the Public Records of St. Johns County, Florida and she is further directed to attach a recorded copy of such certified resolutions to the minutes of this meeting to be marked as Exhibit "B" and made a part hereof."

As Secretary of St. Augustine Shores Service Corporation, Inc., I further certify that the foregoing Resolutions have not been repealed, annulled, altered or amended in any respect, but remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of St. Augustine Shores Service Corporation, Inc., this 22nd day of October, 1980.

MICHELLE R. GARBIS, SECRETARY

Signed, sealed and delivered
in the presence of:

Witness

Witness

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY,

1980 OCT 27 AM 10 38

CLERK CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned Notary Public, authorized to take acknowledgments, personally appeared MICHELLE R. GARBIS, Secretary of St. Augustine Shores Service Corporation, Inc., who deposes and says that she is the Secretary of said Corporation, that she has read the foregoing instrument and knows the contens thereof, that the same are true and correct to her knowledge, and that she is authorized by the Corporation to furnish the foregoing Resolutions.

My commission expires:

Notary Public, State of Florida
at Large

80 15759

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CERTIFIED RESOLUTION
AMENDING
BY-LAWS OF ST. AUGUSTINE SHORES SERVICE CORPORATION, INC.
AND
DECLARATIONS OF RESTRICTIONS RECORDED WITH RESPECT TO UNITS ONE, THREE, FOUR, FIVE AND A REPLAT OF UNIT TWO OF THE ST. AUGUSTINE SHORES SERVICE CORPORATION, INC.

I, MICHELLE R. GARBIS, Secretary of the St. Augustine Shores Service Corporation, Inc., a Florida corporation (hereinafter referred to as the "Corporation"), hereby certify that a Special Meeting of the Board of Directors was duly called and held on November 24, 1980, and at said meeting, at which a quorum was present and voting throughout, the following resolutions were duly and unanimously adopted:

RESOLVED, that Article I Section 4 of the By-Laws of the Corporation be amended to add a sentence defining The Deltona Corporation and that section shall read as follows:

Section 4. Definitions: As used herein, references to the lots, tracts or parcels of land shall mean the same as in the various Declarations of Restrictions, affecting properly located in St. Augustine Shores Subdivision, St. Johns County, Florida, hereinafter referred to as the "Restrictions") made by The Deltona Corporation, a Delaware corporation and recorded or intended to be recorded, or recorded in the future in the Official Records of St. Johns County, Florida.

As used herein, reference to The Deltona Corporation shall be deemed to mean and include The Deltona Corporation, its successors, assigns and any of its wholly-owned or financially controlled subsidiaries.

RESOLVED, that Section 11.03 of the Declaration of Restrictions of:

ST. AUGUSTINE SHORES UNIT ONE according to the plat thereof recorded in Plat Book 11, Pages 63 through 71 inclusive, of the Public Records of St. Johns County, Florida, less and excepting Tracts A,B,C,D, E,F,G,H,I,J,K,L,M,N,O,P,Q,R,S,T,U,V,W and X, also lots 1 through 6, inclusive of Block 12;

Section 11.04 of the Declaration of Restrictions of:

A Replat of Unit Two pertaining to the following lots located in St. Johns County; Lots 1 thru 42, Block 135; Lots 1 thru 10, Block 136; Lots 1 thru 8, Block 137; Lots 1 thru 11, Block 138; Lots 1 thru 15, Block 139; Lots 1 and 2, Block 140; Lots 1 thru 7, Block 141; Lots 1 thru 9, Block 142; Lots 1 thru 10, Block 143; Lots 1 thru 8, Block 144; Lots 1 thru 11, Block 145; Lots 1 thru 34, Block 146; Lots 1 thru 22, Block 147; Lots 1 thru 35, Block 148; Lots 1 thru 18, Block 149; Lots 1 thru 5, Block 150; Lots 1 and 2, Block 151; Lots 1 thru 4, Block 152 of A REPLAT OF ST. AUGUSTINE SHORES UNIT TWO, according to the plat thereof recorded in Plat Book 13, Pages 114 thru 124, inclusive of the Public Records of St. Johns County, Florida;

Section 11.03 of the Corrective Declaration of Restrictions of:

ST. AUGUSTINE SHORES UNIT THREE according to the plat thereof, recorded in Plat Book 12, Pages 27 through 35 inclusive, of the Public Records of St. Johns County, Florida, less and excepting Tracts A, B, C, D, E, F, G;

Section 10.04 of the Declaration of Restrictions for:

that certain parcel of land lying and being part of Tract "C" of ST. AUGUSTINE SHORES UNIT FOUR, according to the Plat or Map thereof, recorded in Plat Book 13, Pages 31 through 38, inclusive, of the Public Records of St. Johns County, Florida;

Section 12.04 of the Declaration of Restrictions for:

ST. AUGUSTINE SHORES UNIT FOUR according to the plat thereof, recorded in Plat Book 13, Pages 31 through 38, inclusive, of the Public Records of St. Johns County, Florida, less and excepting Tracts A, B, C, D, E, F and G;

Section 11.04 of the Declaration of Restrictions for:

ST. AUGUSTINE SHORES UNIT FIVE according to the plat thereof recorded in Plat Book 14, Pages 21 through 24, of the Public Records of St. Johns County, Florida, less and except Tracts A, B, C, D, E, F, G, H, J, K, L and P;

Section 10.03 of the Declaration of Restrictions for:

Tracts Z and A-E of A REPLAT OF ST. AUGUSTINE SHORES UNIT TWO, according to the plat thereof recorded in Plat Book 13, Pages 114 thru 124 inclusive of the Public Records of St. Johns County, Florida; and for

Tract J of ST. AUGUSTINE SHORES UNIT FIVE, according to the plat thereof recorded in Plat Book 14, Pages 21 thru 24 inclusive of the Public Records of St. Johns County, Florida; and for

Tract K of ST. AUGUSTINE SHORES UNIT FIVE, according to the plat thereof recorded in Plat Book 14, Pages 21 thru 24 inclusive of the Public Records of St. Johns County, Florida; and for

Tract L of ST. AUGUSTINE SHORES UNIT FIVE, according to the plat thereof recorded in Plat Book 14, Pages 21 thru 24 inclusive of the Public Records of St. Johns County, Florida; and for

Tracts A, B, C, D, E, J, K, R, S, A-A, A-B and A-R of REPLAT OF ST. AUGUSTINE SHORES UNIT TWO, according to the plat thereof, recorded in Plat Book 13, Pages 114 through 124, of the Public Records of St. Johns County, Florida; and for

That certain parcel of land lying in and being all of Tract K of ST. AUGUSTINE SHORES UNIT TWO, according to the map or plat thereof as recorded in Plat Book 11, Pages 95 through 103 inclusive, of the Public Records of St. Johns County, Florida;

be amended and shall read as follows:

The initial monthly fee to be paid to the Service Corporation for maintenance and upkeep as is further described herein upon each and every of said lots, tracts and living units subject thereto, whether vacant or occupied, shall be $10.00 commencing January 1, 1981. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month commencing with the month following the date of deeding of a lot, tract or living unit from Subdivider to a purchaser. Initial fees for a partial month may be collected in advance on a prorated basis. The Service Corporation may, but shall not be required to, provide for a reasonable rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. Said rate of interest, however, may not exceed the prevailing mortgage rate allowed by the Federal Housing Administration (FHA) from time to time. The Service Corporation may increase said fees from time to time as is hereinafter provided. Said fees may be increased or decreased by the Service Corporation except that the said monthly charge or fee per lot, tract or living unit shall not be raised more than twenty-five (25) percent of the then existing fee during any one calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than 51%, in number, of all the owners subject thereto who actually vote for or against said increase including the owners of those lots, tracts or living units covered by other restrictions containing similar provisions affecting other lots, tracts or living units shown on plats of real property of St. Augustine Shores Subdivision whether recorded now or in the future, and if said fees are decreased or extinguished by the Service Corporation may be decreased or extinguished so that the Service Corporation shall not be required to pay more for the services hereinafter enumerated than is collected by said fees. In regard to said joint consent, the owner of each lot, tract and living unit shall not be entitled to more than one vote.

RESOLVED, that the term "Subdivider" as used in any and all Declarations of Restrictions recorded or to be recorded by The Deltona Corporation, any wholly-owned or financially controlled subsidiary of The Deltona Corporation or by the St. Augustine Shores Service Corporation against any property in the St. Augustine Shores community shall mean and include The Deltona Corporation and any of its wholly-owned or financially controlled subsidiaries, including Deltona's Mackle-Built Construction Company, Inc.

RESOLVED, that the Secretary of the Corporation is authorized and directed to file a certified copy of the foregoing Resolutions pertaining to the amendment of the Declarations of Restrictions in the Public Records of St. Johns County, Florida and she is further

Association Documents are subordinate and inferior to the Club Plan. In the event of any conflict between the Club Plan and the Association Documents, the Club Plan shall control.

15. Assessments.

15.1 Types of Assessments. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "**Assessments**"). All Owners and Builders shall pay Assessments. Thereafter, so long as Developer deficit funds Association, neither Developer nor any Builder shall pay Assessments. Each Builder shall pay such portion of Operating Costs which benefits any Lot or Parcel owned by such Builder, as determined by Developer, in Developer's sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot or Parcel owned by a Builder which does not contain a Home. As vacant Lots or Parcels owned by Builders may not receive certain services (*e.g.*, Telecommunications Services), Builders shall not be required to pay for the same. Club Owner, as a member of Association, shall be obligated to pay a nominal Assessment of One Dollar ($1) per year to Association.

15.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Traditions at Winter Haven, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

15.2.1 Any monthly assessment or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "**Monthly Assessments**");

15.2.2 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas, or nonrecurring expenses (hereinafter "**Special Assessments**");

15.2.3 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "**Use Fees**");

15.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (hereinafter "**Reserves**"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

15.2.5 Assessments for which one or more Owners (but less than all Owners) within Traditions at Winter Haven is subject ("**Individual Assessments**") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, all of the Owners within a Plat may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Plat. Further, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. As a further example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, Cable Services, and/or Data Transmission Services, and Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. Further, in the event that Association decides it is in the best interest of Traditions at Winter Haven that Association perform any other obligation of an Owner under this Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

15.3 Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

15.4 Allocation of Operating Costs.

15.4.1 For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

15.4.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Monthly Assessments shall be allocated so that each Owner shall pay his pro rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in Traditions at Winter Haven conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion, may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer. Notwithstanding the foregoing, based on the size of the Home (40, 50 or 60 foot Home), the costs to maintain the lawn of such Home and to paint such Home may be assessed differently.

15.4.3 In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Monthly Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

15.4.4 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

15.5 General Assessments Allocation. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

15.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

15.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of conveyance of title of a Lot or Parcel to such Builder.

15.8 Deficit Funding, Shortfalls and Surpluses. Each Owner acknowledges that because Monthly Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Prior to and including the Turnover Date, Developer shall have the option to (i) fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of all income received by Association or (ii) to pay Monthly Assessments on Homes owned by Developer. If Developer has cumulatively overfunded Operating Costs and/or prepaid expenses of Association which have not been reimbursed to Developer prior to and including the Turnover Date, Association shall refund such amounts to Developer on or prior to the Turnover Date or as soon as possible thereafter (*e.g.*, once the amount is finally determined). Developer shall never be required to (i) pay Monthly Assessments if Developer has elected to fund the deficit instead of paying Monthly Assessments on Homes or Lots owned by Developer, or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be allocated towards the next year's Operating Costs or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

15.9 Budget. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, the annual budget respecting Operating Costs shall be prepared and adopted by the Association. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial Budget. A Builder shall pay Assessments as per the Budget for each Lot owned by such Builder commencing from the date the Builder obtained title to such Lot. Developer shall fund entirely all Operating Costs not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

15.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

15.10.1 Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Association.

15.10.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

15.10.3 Association may establish Use Fees from time to time by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

15.11 Initial Capital Contribution. The first Owner of each Home, at the time of closing of the conveyance from Builder to the home purchaser, shall pay to Developer an initial capital contribution in an amount equal to four (4) months' Assessments (the "**Initial Capital Contribution**"). The funds derived from the Initial Capital Contributions shall be used at the discretion of the Developer for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Developer may waive this requirement for some Lots and Homes, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the Initial Capital Contribution upon the subsequent sale of each Lot and Home to an end purchaser.

15.12 Resale Capital Contribution. Association may establish a resale capital contribution ("**Resale Capital Contribution**"). There shall be collected upon every conveyance of an ownership interest in a Home by an Owner other than Developer or Builders an amount payable to Association. The Resale Capital Contribution shall not be applicable to conveyances from Developer or a Builder. After the Home has been conveyed by Developer or a Builder there shall be a recurring assessment payable to Association upon all succeeding conveyances of a Home. The amount of the Resale Capital Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Homes shall be assessed a uniform amount.

15.13 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner and Club Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

15.14 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

15.15 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

15.16 Subordination of the Lien to Mortgages and Club Dues. The lien for Assessments shall be subordinate to (i) a bona fide first mortgage held by a Lender on any Home if the mortgage is recorded in the Public Records prior to the Claim of Lien, and (ii) to Club Dues, as further provided in this Section 15.16. The lien for Assessments shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a (i) foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, or (ii) lien for Club Dues, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a lien for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Monthly Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

15.17 Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

15.18 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of $25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or the Club or by abandonment of a Home.

15.19 Exemption. Notwithstanding anything to the contrary herein, Developer and Club Owner, shall not be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer, at Developer's sole option, may pay Assessments on Homes owned by it, or fund the deficit, if any, as set forth in Section 15.8 herein. In addition, the Board shall have the right to exempt any portion of Traditions at Winter Haven subject to this Declaration from the Assessments, provided that such part of Traditions at Winter Haven exempted is used (and as long as it is used) for any of the following purposes:

15.19.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

15.19.2 Any real property interest held by a Telecommunications Provider;

15.19.3 Any of Traditions at Winter Haven exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration; and

15.19.4 Any Association Common Areas.

15.20 Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy.

15.21 Rights to Pay Assessments and Receive Reimbursement. Association, Developer, Club Owner, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

15.22 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

16. Information to Lenders and Owners.

16.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

16.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

16.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

16.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

16.3.2 Any delinquency in the payment of Assessments or Club Dues owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

16.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

16.3.4 Any proposed action (if any) which would require the consent of a specific mortgage holder.

17. Architectural Control.

17.1 Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Traditions at Winter Haven. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC. The ACC shall enforce the Community Standards as set forth herein.

17.2 Membership. There is no requirement that any member of the ACC be an Owner or a member of Association.

17.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Traditions at Winter Haven. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Traditions at Winter Haven by Owners other than Developer or Club Owner. The ACC 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 ACC. The ACC 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 Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.

17.4 Community Plan. Developer has established an overall Community Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Community Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING TRADITIONS AT WINTER HAVEN. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW TRADITIONS AT WINTER HAVEN WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

17.5 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board of Association from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

17.6 Quorum. A majority of the ACC 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 ACC. In lieu of a meeting, the ACC may act in writing.

17.7 Power and Duties of the ACC. No improvements shall be constructed on any portion of Traditions at Winter Haven, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Traditions at Winter Haven, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (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 ACC.

17.8 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

17.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC 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 ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, and the times scheduled for completion, all as reasonably specified by the ACC.

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

17.8.3 No later than sixty (60) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC'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 ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, 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 ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

17.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

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

17.8.6 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner'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 approved. 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 said sixty (60) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board of Association, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

17.9 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 ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

17.10 Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, 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 Community Standards on any other occasion.

17.11 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

17.12 Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

17.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in Traditions at Winter Haven shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Traditions at Winter Haven shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Traditions at Winter Haven and no construction materials shall be stored in Traditions at Winter Haven subject, however, to such conditions and requirements as may be promulgated by the ACC. 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 or waterway or Common Areas or other Homes in Traditions at Winter Haven or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and 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 Community Standards. If a contractor or Owner shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner or contractor post security with Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

17.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each Builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into Traditions at Winter Haven as are designated by the ACC for construction activities. The ACC shall have the right to require that each Builder's and 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 ACC.

17.12.3 Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, 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 ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in Traditions at Winter Haven.

17.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within Traditions at Winter Haven. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Traditions at Winter Haven and each Owner shall include the same therein.

17.13 Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Traditions at Winter Haven at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

17.14 Violation. Without limiting any other provision herein, 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 Owner shall, upon demand of Association or the ACC, 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 Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

17.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, in connection therewith.

17.16 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

17.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in Section 17.13 herein.

17.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer, Builder or Club Owner, or their nominees, including, without limitation, improvements made or to be made to the Common Areas, Club, or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

17.19 Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC 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.

18. Owners Liability.

18.1 Requirements to Irrigate. All Homes and Common Areas will receive an irrigation system. If an Owner desires to make any alterations or improvements to a Home that in any way affect the irrigation system, then the Owner shall be responsible for taking measures to "cap off " the line of the system. The Owner is responsible

for maintaining the irrigation system for his or her Home. Any damages to the Home resulting from an Owner's failure to comply with the terms set forth herein shall be the sole responsibility of such Owner and Developer shall not be liable for the same. Owner is responsible to ensure hat the homesite is properly irrigated with local water restrictions. If owner fails to irrigate and plants/sod loss occurs, owner will be responsible to replace or Home Owner Association will replace and Home Owner will pay Home Owners Association.

18.2 Right to Cure. Should any Owner do any of the following:

18.2.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SWFWMD; or

18.2.2 Cause any damage to any improvement or Common Areas or Club; or

18.2.3 Impede Developer, Club Owner, or Association from exercising its rights or performing its responsibilities hereunder or under the Club Plan; or

18.2.4 Undertake unauthorized improvements or modifications to a Home or the Common Areas or the Club; or

18.2.5 Impede Developer or Club Owner from proceeding with or completing the development of Traditions at Winter Haven or the Club, as the case may be,

then Developer, Association and/or Club Owner, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, entering upon the Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

18.3 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

18.3.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

18.3.2 Commence an action to recover damages; and/or

18.3.3 Take any and all action reasonably necessary to correct the violation or breach.

18.4 Expenses. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

18.5 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

18.6 Rights Cumulative. All rights, remedies, and privileges granted to Developer, Club Owner, Association, and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

18.7 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer and/or, where applicable, Owners, Club Owner, and/or Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

18.8 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SWFWMD.

18.8.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

18.8.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3)

persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

18.8.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

18.8.4 The Violations Committee may impose Individual Assessments against the Owner in the amount of $100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors.

19. Additional Rights of Developer.

19.1 Sales Office and Administrative Offices. Developer and Builder shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of Traditions at Winter Haven and sales and re-sales of Homes and/or other properties owned by Developer, Builder, or others outside of Traditions at Winter Haven. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Traditions at Winter Haven, including Common Areas and the Club, employees in the models and offices, without the payment of rent or any other fee, maintain offices in models, and use of the Common Areas and the Club to show Homes. The sales office, models, signs and all items pertaining to development and sales shall remain the property of Developer or Builder respectively. Developer and Builder shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Community Completion Date.

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

19.3 Promotional Events. Prior to the Community Completion Date, Developer and its assigns shall have the right, at any time, to hold marketing, special and/or promotional events within Traditions at Winter Haven and/or on the Common Areas or Club, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market Traditions at Winter Haven and Homes in advertisements and other media by making reference to Traditions at Winter Haven, including, but not limited to, pictures or drawings of Traditions at Winter Haven, the Club, Common Areas, Parcels and Homes constructed in Traditions at Winter Haven. All logos, trademarks, and designs used in connection with Traditions at Winter Haven are the property of Developer, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

19.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Developer shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of Traditions at Winter Haven.

19.5 Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

19.6 Management. Developer may manage the Common Areas by contract with Association. Developer may contract with a third party ("**Manager**") for management of Association and the Common Areas.

19.7 Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, under, upon and across Traditions at Winter Haven so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant as easement for Telecommunications Systems, irrigation,

drainage lines or electrical lines over any portion of Traditions at Winter Haven so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of Traditions at Winter Haven. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

19.8 Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so. The Club Owner shall also have such rights relating to the Club and/or Club Dues.

19.9 Additional Development. If Developer withdraws portions of Traditions at Winter Haven from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and/or Club and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

19.10 Representations. Developer makes no representations concerning development both within and outside the boundaries of Traditions at Winter Haven including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes or Club and buildings in all other proposed forms of ownership and/or other improvements on Traditions at Winter Haven or in Traditions at Winter Haven or adjacent or near Traditions at Winter Haven, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

19.11 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF TRADITIONS AT WINTER HAVEN INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

19.11.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR POLK COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

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

19.11.4 EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF TRADITIONS AT WINTER HAVEN (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

19.12 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM,

COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

19.13 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN POLK COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN POLK COUNTY, FLORIDA AND EACH HOME IS LOCATED IN POLK COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN POLK COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN POLK COUNTY, FLORIDA.

19.14 Reliance. BEFORE ACCEPTING A DEED TO A HOME, 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 HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT TRADITIONS AT WINTER HAVEN TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS 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 MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

19.15 Access Control System.

19.15.1 Right to Install. Developer may install a tele-entry system at the entrance to Traditions at Winter Haven. Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for Traditions at Winter Haven. Prior to the Community Completion Date, all contracts for Access Control Systems shall be subject to the prior written approval of Developer. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. Each and every Owner and the occupant of each Home acknowledges that Developer, Association, and their employees, agents, managers, directors and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer, Builder and Association will not be responsible or liable for losses, injuries or deaths resulting from any casualty or intrusion into a Home.

19.15.2 Date of Installation. If Developer installs a tele-entry system as described in this Section, such tele-entry system shall not be installed until at least fifty percent (50%) of the total Homes in Traditions at Winter Haven are closed or such later date as Developer determines in its sole and absolute discretion.

20. Telecommunications Services.

20.1 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of Traditions at Winter Haven. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from the Telecommunications Service within Traditions at Winter Haven as agreed, from time to time, between the Telecommunications Provider and Developer.

20.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider providing Telecommunications Services to all or a part of Traditions at Winter Haven pursuant to an agreement between Association and such Telecommunications Provider, a perpetual right, privilege, easement and right-of-way across, over, under and upon Traditions at Winter Haven for the installation, construction and maintenance of Telecommunications Systems together with a perpetual

right, privilege and easement of ingress and egress, access, over and upon Traditions at Winter Haven for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and Traditions at Winter Haven, then the cost of the Telecommunications Services may be Operating Costs of Association and shall be assessed as a part of the Assessments.

20.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from Association of such failure shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia National Bank on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as may be provided in a contract between Association and a Telecommunications Provider.

20.4 Operating Costs. Each Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid be individual home owners that are not subject to a homeowners association. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

21. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

22. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer or Club Owner herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and, at Developer's option, recorded in the Public Records.

23. Housing for Older Persons.

23.1 Age of Residents; Services and Facilities. Subject to all local ordinances, as they may be amended from time to time, at least eighty percent (80%) of the occupied Homes must be occupied by at least one (1) person fifty-five (55) years of age or older. It shall be the responsibility of the Board of Association to determine whether eighty percent (80%) of the occupied Homes in Traditions at Winter Haven are occupied by at least one person who is fifty-five (55) years of age or older. No person under the age of eighteen (18) may be a permanent occupant of any Home, except that persons under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year. Such temporary residency shall be governed by Rules and Regulations adopted by the Board. Notwithstanding anything to the contrary set forth in this Declaration, the restriction that no person under the age of eighteen (18) years may be a permanent occupant of any Home shall be in perpetuity and shall not be subject to amendment. The provisions of this Section are intended specifically to be consistent with, and are set forth in order to comply with the provisions of the federal Fair Housing Act and the Housing for Older Persons Act (collectively, the "Act"), and exceptions therefrom provided by 42 U.S.C., Section 3607, regarding discrimination based on familial status, and may be amended at any time by a majority of the Board of Directors (without the joinder or vote of Owners) to reduce the fifty-five (55) years of age restriction if so permitted by the Act. Each Owner should be aware that up to twenty percent (20%) of the occupied Homes in Traditions at Winter Haven may be occupied by persons who are under the age of fifty-five (55) so long as such persons are eighteen (18) years of age or older except that persons under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year.

23.2 Prior to the Sale, Conveyance or Transfer of a Home. An Owner intending to sell, convey, or transfer a Home or any interest in a Home shall give the Association advance written notice of such intention. Such notice must be received by the Association no more than thirty (30) days prior to any sale, conveyance, or transfer, of a Home or any interest in a Home. Such notice provided to the Association shall contain the name of the intended purchaser(s), the current address of the intended purchaser(s), the age of the intended purchaser(s), the date of birth of the intended purchaser(s), who shall occupy the Home of the intended purchaser(s), and such other information concerning the intended purchaser(s) and/or intended occupant(s) as the Association reasonably requires. Owners shall be responsible for including the statement that the Homes within Traditions at Winter Haven are intended for occupancy by persons fifty-five (55) years of age or older, in conspicuous type in any purchase and sale agreement, transfer documents, or other occupancy agreement relating to such Owner's Home, which agreements or contracts shall be in writing and signed by the intended purchaser(s). No Owner may transfer any interest in a Home without the approval of Association as provided in Association's Rules and Regulations. Without limiting the foregoing, Association has the right to withhold approval of any transfer or change in occupancy of a Home that will not result in occupancy of the Home by at least one person fifty-five (55) years of age or older.

23.3 Prior to the Lease or Rental of a Home. Notwithstanding the provisions set forth in Section 11.27, an Owner intending to lease or rent a Home or any interest in a Home shall give the Association advance written notice of such intention. Such notice must be received by the Association no more than thirty (30) days prior to any lease or rental of a Home or any interest in a Home. Such notice provided to the Association shall contain the name of the intended renter(s) or lessee(s), the current address of the intended renter(s) or lessee(s), the age of the intended renter(s) or lessee(s), the date of birth of the intended renter(s) or lessee(s), who shall occupy the Home of the intended renter(s) or lessee(s), and such other information concerning the intended renter(s) or lessee(s) and/or intended occupant(s) as the Association reasonably requires. Owners shall be responsible for including the statement that the Homes within Traditions at Winter Haven are intended for occupancy by persons fifty-five (55) years of age or older, in conspicuous type in any lease, transfer documents or other occupancy agreement relating to such Owner's Home, which agreements or contracts shall be in writing and signed by the renter(s) or lessee(s). No Owner may transfer any interest in a Home without the approval of Association as provided in Association's Rules and Regulations.

23.4 Gift, Devise Inheritance of a Home. An Owner who has obtained title to or any interest in a Home by gift, devise, inheritance, foreclosure sale, tax sale, tax deed, judicial sale, bank sale or by any other manner shall give to the Association written notice of the acquiring of title. Such notice shall be given to the Association no later than thirty (30) days after the Owner has acquired title to or any interest in a Home. Such notice shall include the name, address, age and date of birth of the Owner who obtained title to or any interest in a Home by gift, devise, inheritance, foreclosure sale, tax sale, tax deed, judicial sale, bank sale or by any other manner or the intended occupant(s) of the Home. The Owner shall also provide to the Association such information concerning the Owner, tenant, lessee and/or occupant of the Home as the Association may reasonably require and a certified copy of the instrument evidencing the Owner's title or interest in the Home.

23.5 Failure to Give Notice. If the written notice, required information and/or other required documents are not given to the Association in the above-specified time periods, then the Association, in its sole discretion and without prior notice, may disapprove the transaction, transfer, conveyance, or ownership. If the written notice, required information and/or other required documents are not given to the Association in the above-specified time period, the Association's disapproval may occur at any time after receiving knowledge of the transaction, transfer, conveyance, or ownership.

23.6 Enforcement of Provisions. Association shall have the power and authority to enforce this Section in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Home which does not comply with the requirements and restrictions of this Section. EACH OWNER HEREBY APPOINTS ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER HOME AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION. Each Owner shall fully and trustfully respond to any and all requests by Association for information regarding the occupancy of the Home which in the judgment of the Board are reasonably necessary to monitor compliance with this Section.

23.7 Maintaining Age Records. Association shall be responsible for maintaining age records on all occupants of Homes. The Board shall publish and adhere to policies, procedures and rules to monitor and maintain compliance with this Section and the Act, including policies regarding verification of compliance with the Act through surveys and affidavits. Association shall develop procedures for determining the occupancy of each Home. Association may require occupants of Homes to produce copies of birth certificates, driver's licenses, passports, immigration cards, military identifications or other official documents containing birth date of comparable reliability.

24. General Provisions.

24.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

24.2 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.

24.3 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF TRADITIONS AT WINTER HAVEN ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO TRADITIONS AT WINTER HAVEN. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF TRADITIONS AT WINTER HAVEN, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO TRADITIONS AT WINTER HAVEN 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) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM

DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF TRADITIONS AT WINTER HAVEN HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

24.4 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of $250,000.00 which Association and Developer agree is a fair and reasonable remedy.

24.5 Execution of Documents. Developer's plan of development for Traditions at Winter Haven (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of Traditions at Winter Haven, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to Traditions at Winter Haven or any portion(s) thereof.

24.6 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

24.7 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

24.8 Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such home is subject to certain land use and title documents and all amendments thereto, which include among other items, the Title Documents identified in this Declaration (collectively, the "**Title Documents**"). Developer's plan of development for Traditions at Winter Haven may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home:

24.8.1 to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and

24.8.2 that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 21st day of September, 2005.

WITNESSES:

Print Name: Elizabeth A. Stalvey

Print Name: PATRICIA C. TASE

RUBY LAKE DEVELOPMENT, LLC,
a Florida limited liability company

By:
Name: Steven M. Dill
Title: Manager

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 26TH day of September, 2005 by Steven M. Dill, as Manager of Ruby Lake Development, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name Elizabeth A. Stalvey

Elizabeth A Stalvey
My Commission DD123780
Expires July 26, 2006

JOINDER

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC.

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC. ("**Association**") does hereby join in the Declaration for Traditions at Winter Haven (the "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience only and does not apply to the effectiveness of the Declaration as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19 day of September 2005.

WITNESSES:

Sandra L Zander
Print Name: SANDRA L. ZANDER

Betty Hernandez
Print Name: Betty Hernandez

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By:
Name: Tony M. Beege, Jr.
Title: President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 19 day of September, 2005 by Tony M. Beege Jr. as President of TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification on behalf of the corporation.

My commission expires:

Sandra L Zander
NOTARY PUBLIC, State of Florida at Large
Print Name SANDRA L. ZANDER

JOINDER

LENNAR HOMES, INC., A FLORIDA CORPORATION

LENNAR HOMES, INC., a Florida corporation ("**Lennar**") does hereby join in the Declaration for Traditions at Winter Haven (the "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Lennar agrees that this Joinder is for convenience only and does not apply to the effectiveness of the Declaration as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 21 day of Sept, 2005.

WITNESSES:

Kristen Rodrick
Print Name: Kristen Rodrick

Print Name: Helen C. Davis

LENNAR HOMES, INC., a Florida corporation

By: Frank Dolan
Name: Frank Dolan
Title: Vice Pres.

KRISTEN RODRICK
Comm# DD0415348
Expires 4/5/2009
Bonded thru (800)432-4254
Florida Notary Assn., Inc

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 21 day of Sept, 2005 by Frank Dolan as Vice President of LENNAR HOMES, INC., a Florida corporation, who is personally known to me or who produced _____ as identification on behalf of the corporation.

My commission expires: 4/5/09

Kristen Rodrick
NOTARY PUBLIC, State of Florida at Large
Print Name Kristen Rodrick

KRISTEN RODRICK
Comm# DD0415348
Expires 4/5/2009
Bonded thru (800)432-4254
Florida Notary Assn., Inc

EXHIBIT 1

LEGAL DESCRIPTION

Lots 1 through 246, Tracts A through Q, X, Y, Z, AA, BB and CC, as shown on the Plat of Traditions, Phase I, recorded in Plat Book 131, Pages 47 through 54, of the Public Records of Polk County, Florida.

Electronic Articles of Incorporation For

N04000001470
FILED
February 13, 2004
Sec. Of State

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC.

Article II

The principal place of business address:

744 HIGHLAND AVENUE
ORLANDO, FL. 32803

The mailing address of the corporation is:

744 HIGHLAND AVENUE
ORLANDO, FL. 32803

Article III

The specific purpose for which this corporation is organized is:

HOMEOWNER ASSOCIATION

Article IV

The manner is which directors are elected or appointed is:

PURSUANT TO BYLAWS

Article V

The name and Florida street address of the registered agent is:

RUSSELL K DICKSON JR.
20 N. ORANGE AVENUE
SUITE 1500
ORLANDO, FL. 32801

I certify that I am familiar with and accept the responsibilities of registered agent.

N04000001470
FILED
February 13, 2004
Sec. Of State

Registered Agent Signature: RUSSELL K. DICKSON, JR.

Article VI

The name and address of the incorporator is:

STEVE DILL
744 HIGHLAND AVENUE
ORLANDO, FLORIDA 32803

Incorporator Signature: STEVE DILL

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
TONY M BENGE JR.
1524 LAKESHORE DRIVE
ORLANDO, FL. 32803

Title: VPST
RICK NEAL
3203 LAWTON ROAD, SUITE 126
ORLANDO, FL. 32803

EXHIBIT 3

BY-LAWS

BY-LAWS
OF
TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

BY-LAWS
OF
TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC.

1. Name and Location. The name of the corporation is TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC. ("**Association**"). The principal office of the corporation shall be located at 744 Highland Avenue, Orlando, Florida 32803, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

2. Definitions. The definitions contained in the Declaration for Traditions at Ruby Lake (the "**Declaration**") relating to the residential community known as Traditions at Ruby Lake, recorded, or to be recorded, in the Public Records of Polk County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"**Annual Members Meeting**" shall have the meaning assigned to such term in Section 4.2 of these By-Laws.

"**Articles**" shall mean the Articles of Incorporation for Association, as amended from time to time.

"**By-Laws**" shall mean these By-Laws, together with all amendments and modifications thereof.

"**Declaration**" shall mean the Declaration for Traditions at Winter Haven to be recorded in the Public Records of Polk County, Florida, as modified from time to time.

"**Developer**" shall mean Ruby Lake Development, LLC, and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"**Member**" shall mean a member of Association.

"**Minutes**" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"**Official Records**" shall mean all records required to be maintained by Association pursuant to Section 720.303(4) of the Florida Statutes, as amended from time to time.

"**Special Members Meeting**" shall have the meaning assigned to such term in Section 4.3 of these By-Laws.

"**Turnover Date**" shall have the meaning set forth in the Declaration.

"**Voting Interests**" shall mean the voting rights held by the Members.

3. Purpose. Association is formed to: (a) provide for ownership, operation, maintenance, and preservation of the common areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Owners; (d) promote the health, safety and welfare of the Owners.

4. Members.

4.1 Voting Interests. Each Owner and Developer shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

4.1.1 Home Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

4.1.2 Trusts. In the event that any trust owns a home, Association shall have no obligation to review the trust agreement with respect to such trust. If the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Home for all Association purposes. If the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Home for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home. In the event of a conflict between trustees, the Voting Interest for the Home in

question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

4.1.3 Corporations. If a Home is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Home.

4.1.4 Partnerships. If a Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home cannot be exercised.

4.1.5 Multiple Individuals. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home cannot be exercised.

4.1.6 Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

4.2 Annual Meetings. The annual meeting of the Members (the "**Annual Members Meeting**") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

4.3 Special Meetings of the Members. Special meetings of the Members (a "**Special Members Meeting**") may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

4.4 Notice of Members Meetings. Written notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the member's address last appearing on the books of Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by the Club.

4.5 Quorum of Members. Until and including the Turnover Date, a quorum shall be established by Developer's presence, in person or by proxy, at any meeting. From and after the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

4.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

4.7 Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

4.8 Proxies. At all meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 720.306(6) of the Florida Statutes, as amended form time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

5. Board of Directors.

5.1 Number. The affairs of Association shall be managed by a Board of odd number with no less than three (3) persons and no more than nine (9) persons. Board members appointed by Developer need not be Members of Association. Board members elected by the other Members must be Members of Association. The names of the

first members of the Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

President:	Randall K. Knapp
Vice President:	Christine T. Sodermark
Secretary/Treasurer:	Tony M. Benge

5.2 Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by the Developer shall extend until the date designated by Developer, or until the Turnover Date).

5.3 Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests.

5.4 Compensation. No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

5.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

5.6 Appointment and Election of Directors. Until the Turnover Date, the Developer shall have the unrestricted power to appoint all Directors of Association. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the Members shall elect all Directors of Association at or in conjunction with the Annual Members Meeting of the Members.

5.7 Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

5.8 Fiduciary Duty of Directors. Directors shall act in good faith in the performance of all duties.

6. Meeting of Directors.

6.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place, hour and date as may be fixed, from time to time, by resolution of the Board.

6.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

6.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

6.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

6.5 Open Meetings. Meetings of the Board shall be open to all Members.

6.6 Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

6.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas and/or in the Club at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any Club newsletter distributed to the Members. For the purposes of giving notice, the area for notices to be posted within the Club shall be deemed a conspicuous place. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

7. Powers and Duties of the Board.

7.1 Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:

7.1.1 General. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, and the Declaration, including, without limitation, adopt budgets, levy Assessments, enter into contracts with Telecommunications Providers for Telecommunications Services.

7.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the Association, Traditions at Ruby Lake, the Common Areas, Lots, Parcels and Homes, use by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

7.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association. Enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and Traditions at Ruby Lake.

7.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.

7.1.5 Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, or other person or entity, any or all of the duties and functions of Association and/or its officers.

7.1.6 Common Areas. Acquire, sell, operate, annex, own, hold, improve, build upon, maintain, convey, grant rights and easements, dedicate, transfer, lease, manage and otherwise trade, dispose of, and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

7.1.7 Contract for Services. To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas, and Traditions at Ruby Lake as provided in the Declaration, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.

7.1.8 Water Management. The obligation to operate and maintain the Surface Water Management System within Traditions at Ruby Lake (including, without limitation, all lakes, retention areas, culverts and related appurtenances, if any) in a manner consistent with the applicable SWFWMD Permit requirements and applicable SWFWMD rules, and to assist in the enforcement of the Declaration which relate to the Surface Water Management System. The Association shall be responsible for assessing and collecting assessments for the operation, maintenance, and if necessary, repairs of the Surface Water Management System within Traditions at Winter Haven.

7.1.9 Granting of Interest. Grant licenses, concessions, easements, permits, leases, or privileges to any individual or entity, including any public entity, agency, authority and utility, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

7.1.10 Financial Reports. Prepare all financial reports required by the Florida Statutes.

7.1.11 Borrow Money. Borrow money, and to mortgage, pledge or hypothecate any or all real or personal property as security for money or debts incurred.

7.1.12 Merger. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.2 Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of the Members.

7.3 Limitations. Until the Turnover Date, Developer shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ACC, any committee of Association, or the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ACC or any committee of Association.

8. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, and these By-Laws. shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to, the following:

8.1 Official Records. Maintain and make available all Official Records.

8.2 Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

8.3 Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members.

8.4 Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

9. Officers and Their Duties.

9.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

9.2 Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

9.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

9.4 Special Appointment. The Board may elect such other officers as the affairs of Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

9.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

9.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

9.7 Multiple Offices. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

9.8 Duties. The duties of the officers are as follows:

9.8.1 President. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

9.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

9.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board.

9.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

10. Committees.

10.1 General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

10.2 ACC. Developer shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Developer to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

11. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member, at a reasonable cost.

12. Corporate Seal. Association shall have an impression seal in circular form.

13. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

14. Amendments.

14.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws or the Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws or the Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

14.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these By-Laws and the Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws and the Articles prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

14.3 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these By-Laws and the Articles may be amended with the approval of (i) two-thirds (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly called meeting of the Members in which there is a quorum. Notwithstanding the foregoing, these By-Laws and the Articles may be amended after the Turnover Date by two-thirds (66 2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

15. Conflict. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

16. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of Association shall begin on the first day of January and end on the 31st day of December of every year.

17. Duration. Association shall have perpetual existence.

18. Miscellaneous.

18.1 Florida Statutes. Whenever these By-Laws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

18.2 Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

18.3 Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, costs and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonably counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matter wherein the Director or Office shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

18.4 Declaration is Paramount. No amendment may be made to the Articles and By-laws which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

18.5 Rights of Developer. There shall be no amendment to the Articles and By-laws which shall abridge, reduce, amend, effect or modify the rights of Developer.

EXHIBIT 4

CLUB PLAN

TRADITIONS AT WINTER HAVEN RECREATIONAL FACILITY CLUB PLAN
TABLE OF CONTENTS

TRADITIONS AT WINTER HAVEN RECREATIONAL FACILITY CLUB PLAN

LENNAR HOMES, INC., a Florida corporation ("**Lennar**"), is presently the owner of the real property described on **Exhibit A** attached hereto and made a part hereof ("**Club Property**"). The Club Property is located within the real property described on **Exhibit B** attached hereto and made a part hereof ("**Traditions at Winter Haven**"). Lennar hereby declares that the real property comprising the Club Property shall be subject to the following restrictions, covenants, terms and conditions set forth in this Club Plan so that the residents of Traditions at Winter Haven shall have access and the use of certain club facilities:

1. Definitions. In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below:

"**Assessments**" shall have the meaning set forth in the Declaration.

"**Association**" shall mean Traditions at Winter Haven Homeowners Association, Inc., its successors and assigns.

"**Board**" shall mean the Board of Directors of Association.

"**Budget**" shall have the meaning set forth in Section 8 hereof.

"**Builder**" shall mean any person or entity that purchases a Parcel from Developer for the purpose of constructing one or more Homes.

"**Capital Contribution**" shall have the meaning set forth in Section 7 hereof.

"**Club**" shall mean the Club Property and all facilities constructed thereon subject to additions and deletions made by Club Owner from time to time. The Club may be comprised of one or more parcels of land, which may not be connected or adjacent to one another. Notwithstanding the foregoing, Club Owner will not change the legal description of the Club Property after the Community Completion Date.

"**Club Dues**" shall mean the charges related to the Club to be paid by the Owners and Builders pursuant to the provisions of this Club Plan and the Declaration including, without limitation, the Club Membership Fee.

"**Club Expenses**" shall mean all costs (as such term is used in its broadest sense) of owning (including Club Owner's debt service), operating, managing, maintaining, insuring the Club, whether direct or indirect including, but not limited to, trash collection, utility charges, cablevision charges, maintenance, legal fees of Club Owner relative to the Club, cost of supervision, management fees, reserves, repairs, replacement, refurbishments, payroll and payroll costs, insurance, working capital, ad valorem or other taxes (excluding income taxes of Club Owner), assessments, costs, expenses, levies and charges of any nature which may be levied, imposed or assessed against, or in connection with, the Club. By way of example, and not as a limitation, the following expenses shall be included within Club Expenses: liability, casualty and business interruption insurance (with such deductibles as Club Owner deems appropriate); real property taxes, personal property taxes and taxing and educational facilities benefit district assessments; roof repair and replacement; and all other costs associated with changing or enhancing Club Facilities after initial construction. Club expenses shall not include replacement of the basic building shell (other than roof repair and replacement) and the initial cost of construction of the Club Facilities. Club Owner may allocate a reasonable portion of its overhead (*e.g.*, employee salaries) to Club Expenses to extent the Club benefits from such overhead. Club Expenses shall include all legal expenses of Club Owner with respect to the Club.

"**Club Facilities**" shall mean the actual facilities, improvements and personal property which Club Owner shall actually have constructed and/or made available to Owners pursuant to this Club Plan. The Club Facilities are more specifically set forth in Section 3.2 herein. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT CLUB OWNER'S SOLE AND ABSOLUTE DISCRETION.

"**Club Manager**" shall mean the entity operating and managing the Club, at any time. Club Owner may be Club Manager as provided in this Club Plan. Club Owner reserves the right to designate the Club Manager in Club Owner's sole and absolute discretion.

"**Club Membership Fee**" shall mean the fee to be paid to Club Owner by each Owner pursuant to the provisions of Section 6.2 hereof.

"**Club Membership Fee Schedule**" shall have the meaning set forth in Section 6.2 hereof.

"**Club Owner**" shall mean the owner of the real property comprising the Club and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Club Owner hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At this time, Lennar is Club Owner. Club Owner may change from time to time (*e.g.*, Lennar may sell the Club). Notwithstanding that the Club Owner and the Developer may be the same party, affiliates or related parties from time to time, each Owner and Builder acknowledges that Club Owner and Developer shall not be considered being one and the same party, and neither of them shall be considered the agent or partner of the other. At all times, Club Owner and Developer shall be considered separate and viewed in their separate capacities. No act or failure to act by Developer shall at any time be considered an act of Club Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to the Owners and Builders with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder.

"**Club Plan**" shall mean this Traditions at Winter Haven Recreational Facility Club Plan, together with all amendments and modifications hereto, and all Club Membership Fee Schedules supplementing the terms hereof.

"**Club Property**" shall initially mean the real property described on **Exhibit A** attached hereto and made a part hereof. Thereafter, Club Property shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan.

"**Community Completion Date**" shall have the meaning set forth in the Declaration.

"**Community Property**" shall have the meaning set forth in the Declaration.

"**Declaration**" shall mean that certain Declaration for Traditions at Winter Haven, as such Declaration shall be amended or modified from time to time, which has or will be recorded in the Public Records.

"**Deed**" shall mean any deed conveying any portion of Traditions at Winter Haven or any interest therein and any other instrument conveying or transferring or assigning the interest of an Owner to another including, without limitation, a deed to a Home, but excluding a mortgage on a Home.

"**Developer**" shall have the meaning set forth in the Declaration. At this time Developer is Lennar.

"**Home**" shall have the meaning set forth in the Declaration. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of occupancy (*e.g.*, by casualty, destruction or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Club Dues with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"**Immediate Family Members**" shall mean the spouse of the Member and all unmarried children twenty-one (21) years and younger of either the Member or the Member's spouse. If a Member is unmarried, the Member may designate one other person who is living with such Member in the Home in addition to children of the Member as an adult Immediate Family Members. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Member within the Home.

"**Lender**" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home initially or by assignment of an existing mortgage.

"**Lennar**" shall mean Lennar Homes, Inc., a Florida corporation, and its successors or assigns. Although not obligated to do so, Lennar may identify its successors or assigns by an amendment to this Club Plan.

"**Lessee**" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Traditions at Winter Haven. An Owner and Lessee shall be jointly and severally liable for all Club Dues.

"**Member**" shall mean every Owner (other than an Owner who has leased his Home to Lessee) and Lessee; provided, however, for the purposes of Membership, there shall be only one Owner or Lessee per Home. A person shall continue to be a Member until he or she ceases to be an Owner, or ceases to be a Lessee legally entitled to possession of a rental Home. Once an Owner leases a Home, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Home; however, the Owner and Lessee shall be jointly and severally liable for all Club Dues.

"**Owner**" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer, Club Owner, or a Lender. A purchaser of a Parcel who thereafter builds one or more Homes upon such Parcel shall be deemed an Owner with respect to each Home.

"**Parcel**" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

"**Parking Areas**" shall mean all areas designated for parking within the Club Facilities.

"**Public Records**" shall mean the Public Records of Miami-Dade County, Florida, as applicable.

"**Purchase Option**" shall have the meaning set forth in Section 5.5 hereof.

"**Special Use Fees**" shall have the meaning set forth in Section 6.9 hereof.

"**Traditions at Winter Haven**" shall have the meaning set forth in the Declaration. Traditions at Winter Haven presently includes the real property described on **Exhibit B**; however, Developer has reserved the right to withdraw property from, or add property to, Traditions at Winter Haven, so Traditions at Winter Haven may include less or more Homes than originally anticipated.

"**Traditions at Winter Haven Recreational Facility Club Rules and Regulations**" shall have the meaning set forth in Section 14.8 hereof.

All other initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. Benefits of Club. Association and each Owner, by acceptance of title to a Home, ratify and confirm this Club Plan and agree as follows:

2.1 Term and Covenant Running with Land. The terms of this Club Plan shall be covenants running with Traditions at Winter Haven in perpetuity and be binding on each Owner and his, her or its successors in title and assigns. Every portion of Traditions at Winter Haven which can be improved with a Home shall be burdened with the payment of Club Dues. Every Owner, by acceptance of a Deed to any Home, shall automatically assume and agree to pay all Club Dues owing in connection with such Home. Every Builder, upon receipt of a Certificate of Occupancy for a Home located on a Parcel owned by such Builder, shall automatically assume and agree to pay all Club Dues which shall be due and payable from and after the issuance of such Certificate of Occupancy unless this requirement is waived in writing by Club Owner in its sole and absolute discretion as to any particular Builder.

2.2 Value. By acceptance of a Deed, each Owner acknowledges that the automatic membership in the Club granted to Owners and Lessees renders ownership of Traditions at Winter Haven and any part thereof more valuable than it would be otherwise. All Owners and Club Owner agree that the provisions and enforceability of this Club Plan are mutually beneficial. Each Owner and Builder acknowledges that Club Owner is initially investing substantial sums of money and time in developing the Club Facilities on the basis that eventually the Club will generate a substantial profit to Club Owner. Each Owner and Builder agrees that Club Owner would not have made such a substantial investment of money without the anticipation of such profit and such profit shall not, if ever generated, affect the enforceability of this Club Plan so long as each Owner and Builder does not pay Club Fees in excess of the amounts provided herein.

2.3 Product Purchased. There were significant other housing opportunities available to each Owner in the general location of Traditions at Winter Haven. The Home, and rights to utilize the Club, were material in each Owner's decision to purchase a Home in Traditions at Winter Haven and were, for the purposes of this Club Plan, a "single product." Each Owner understands that the Club is an integral part of the Traditions at Winter Haven community.

2.4 Disclosure. Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to that Owner executing a contract to purchase a Home and each Owner has, or was afforded the opportunity to, consult with an attorney.

2.5 Non-Exclusive License. The provisions of this Club Plan do not grant any ownership rights in the Club in favor of Association or Members but, rather, grant a non-exclusive license to use the Club subject to full compliance with all obligations imposed by this Club Plan.

3. Club Facilities.

3.1 Club Property. Club Owner presently owns all of the real property comprising the Club Property. The Club Property may be expanded to include additional property in Club Owner's sole and absolute discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Club Property by amendment to this Club Plan. Such additions and deletions, while not causing an increase or decrease in the Club Membership Fees payable with respect to each Home, may cause an increase or decrease in Club Expenses.

3.2 Club Facilities. Club Owner intends to construct certain club facilities on the Club Property (the "**Club Facilities**") which will be and shall remain the property of Club Owner, subject only to the provisions hereof. At this time, the Club Facilities are planned to include a fitness building with exercise room, equipment and lockers, clubhouse meeting room, spa, one or more outdoor swimming pools and a marina (subject to Club Owner's paramount right to unilaterally, and without the joinder of any party whomsoever, add to, alter, modify and amend the Club Facilities at any time subject to the provisions hereof).

3.3 Construction of the Club. Club Owner will construct the Club Facilities at its sole cost and expense. Club Owner shall be the sole and absolute judge as to the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities. Club Owner shall have the unequivocal right to:

3.3.1 develop, construct and reconstruct, in whole or in part, the Club and related improvements within Traditions at Winter Haven, and make any additions, alterations, improvements, or changes thereto;

3.3.2 without the payment of rent and without payment of utilities or any other part of the Club Expenses, maintain leasing and/or sales offices (for sales and resales of Homes), general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of Homes;

3.3.3 place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Club Property for sales, construction storage, or other purposes;

3.3.4 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of any of the Club or any improvements located within Traditions at Winter Haven;

3.3.5 post, display, inscribe or affix to the exterior of the Club and the Club Property, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of Traditions at Winter Haven including, without limitation, the sale of Parcels and Homes;

3.3.6 conduct whatever commercial activities within the Club deemed necessary, profitable and/or appropriate by Club Owner;

3.3.7 develop, operate and maintain the Club as deemed necessary, in its sole and absolute discretion;

3.3.8 excavate fill from any lakes or waterways within and/or contiguous to the Club by dredge or dragline, store fill within the Club Property, and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Club Property and use and/or sell excess plants and trees; and

3.3.9 all activities which, in the sole opinion of Club Owner, are necessary for the development and sale of the Club or any lands or improvements therein.

3.4 Changes. Club Owner reserves the absolute right in Club Owner's discretion to, from time to time, alter or change the Club, including construction of additional Club Facilities and/or the removal or modification thereof, at any time. Such alterations, modifications and amendments may cause an increase or decrease in Club Expenses.

3.5 Commercial Space. It is possible that portions of the Club Facilities may include a sales office, retail space and/or other commercial space as Club Owner may deem appropriate in Club Owner's sole and absolute discretion. Club Owner may permit Members to access any commercial facilities located within the Club Property at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club. If a lease, franchise, license or concession agreement permits continuing use of the Club Facilities by any one other than Club Owner or Members, then Club Owner shall require such other user(s) to pay a fair and reasonable share of the Club Expenses as determined by Club Owner in its sole and absolute discretion. Club Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Owners and Builders.

4. Persons Entitled to Use the Club.

4.1 Rights of Members. Each Member and his Immediate Family Members shall have such non-exclusive rights and privileges as shall from time to time be granted by Club Owner. In order to exercise the rights of a Member, a person must be a resident of the Home. If a Home is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate one (1) person residing in the Home who will be the Member of the Club with respect to such Home. Members shall have no right to access the commercial space comprising part of the Club Facilities, or portions of the Club Property leased or licensed to third parties or Members, except as and when permitted by Club Owner.

4.2 Use by Persons Other than Owners and Lessees. Club Owner has the right at any and all times, and from time to time, to make the Club available to individuals, persons, firms or corporations other than Members. Club Owner shall establish the fees to be paid, if any, by any person using the Club who is not a Member. The granting of such rights shall not invalidate this Club Plan, reduce or abate any Owner's obligations to pay Club Dues pursuant to this Club Plan, or give any Owner the right to avoid any of the provisions of this Club Plan.

4.3 Subordination. This Club Plan and the rights of Members to use the Club is and shall be subject and subordinate to: (a) any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner; and (b) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities. This provision shall be self-operative. Association, in its own name and, as agent for all Owners, shall sign any documents confirming the subordination provided herein promptly upon request of Club Owner.

5. Ownership and Control of the Club.

5.1 Control of Club By Club Owner. The Club shall be under the complete supervision and control of Club Owner unless Club Owner appoints a third party as Club Manager.

5.2 Transfer of Club. Club Owner may sell, encumber or convey the Club to any person or entity in its sole and absolute discretion at any time.

5.3 Change In Terms of Offer. Club Owner may provide that some Owners pay Club Membership Fees on a different basis than other Owners by recording a supplement or amendment to this Club Plan with respect to one or more Homes. No Owner shall have the right to object to any other Owner paying greater or lesser Club Membership Fees so long as the Club Membership Fee applicable to any particular Home is in accordance with the Club Plan and the Club Membership Fee Schedule applicable to such Home.

5.4 Option of Club Owner. In Club Owner's sole discretion, Club Owner shall have the option to transfer the Club to Association so that it will be under the complete control of the Owners.

5.5 Association's Option to Purchase the Club. On or after two (2) years from the Community Completion Date, Association shall have the option to purchase the Club from Club Owner (the "**Purchase Option**") for an amount resulting from (the "**Purchase Price**") the application of the capitalization rate of six percent (6%) applied to the total annual Club Membership Fees that would be payable by all Owners to Club Owner during the calendar year in which the closing occurs (assuming the Purchase Option was not exercised). This Purchase Option may be exercised by a resolution of the majority of the Board of Association, without the joinder of any Owner or any other person. Such Purchase Option shall be exercised by written notice (the "**Option Notice**") to Club Owner signed by a majority of the Board in the form attached hereto as **Exhibit E**, which Option Notice shall be delivered by professional overnight courier to Club Owner at the following address (or such other address as may be designated by Club Owner from time to time by amendment to this Club Plan):

Lennar Homes, Inc.
730 N.W. 107th Avenue, Fourth Floor
Miami, Florida 33172
Attention: Regional President --
South Florida Region

With a copy to:

Lennar Homes, Inc.
730 N.W. 107th Avenue, Fourth Floor
Miami, Florida 33172
Attention: Division President

The Option Notice shall be irrevocable once signed by a majority of the Board. Club Owner shall convey the Club to Association within sixty (60) days' of Club Owner's receipt of the Option Notice. The conveyance of the Club shall occur in accordance with the terms as set forth in the Agreement for Sale and Purchase by and between Club Owner and Association.

5.7 Documentation of Transfer.

5.7.1 Documentation from Club Owner. At the time that the Club is transferred to Association, Club Owner shall be obligated to deliver the following: a special warranty deed for the real property comprising the Club, a special bill of sale respecting the personal property comprising the Club, an assignment of any alcoholic beverage license used in connection with the Club (subject to all state requirements for such transfer), if any, an owner's title insurance policy respecting the Club at Association's sole cost and expense, a closing statement and all affidavits and other documents required by the title insurance company to effect the transfer of the Club.

5.6.2 Documentation from Association. At the time that the Club is transferred to Association, Association shall be obligated to deliver the following: the Purchase Price, all costs to effect the transfer including, without limitation, the cost of the owner's title insurance policy, all documentary stamp taxes and surtaxes, and the costs of preparing all closing documentation, by Federal wire: a closing statement; a general release in the form attached hereto as **Exhibit C** and all affidavits and other documents required by the title insurance company to effect the transfer of the Club. Association shall be responsible for arranging for all purchase money financing and paying costs associated therewith.

5.7 Transfer of Control. The conveyance of The Club shall be subject to easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the Club. Association shall, and does hereby, indemnify and hold Club Owner harmless on account thereof. Association shall be obligated to accept such conveyance without setoff, condition, or qualification of any nature. Association shall execute all forms necessary for transfer of the alcoholic beverage license used in connection with the Club (if any). The Club, personal property and equipment thereon and appurtenances thereto shall be 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 SUCH ITEM BEING CONVEYED.

5.8 Ambiguities/Association to Bear Legal Expenses. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination of such matter shall be conclusive and binding. Therefore, and in order to ensure that the Owners and Association abide by Club Owner's determination, in the event that there is any dispute respecting the interpretation of this Club Plan, the Purchase Option, or any other aspect of the transfer of the Club to Association, Association shall bear all legal expenses of both Association and Club Owner including, without limitation, all attorney's fees, paraprofessional fees and costs at trial and upon appeal, regardless of the outcome of such proceedings.

5.9 Early Purchase. The majority of the Board of Association, without the joinder of any Owner or any other person, may make an earlier offer to purchase the Club from Club Owner. Club Owner, in its sole and absolute discretion, may consider such offer and negotiate an early sale to Association on terms satisfactory to Club Owner. Alternatively, Club Owner may refuse to consider any early offer to purchase the Club by Association.

6. Club Dues. In consideration of the construction and providing for use of the Club by the Owners, each Owner by acceptance of a deed to a Home shall be deemed to have specifically covenanted and agreed to pay all Club Dues which are set forth herein. Club Owner presently intends to collect Club Dues on a monthly basis but reserves the right to change the payment period from time to time (*e.g.*, to require payment on a quarterly basis). Notwithstanding the foregoing, Club Owner may require an Owner or all Owners to pay Club Dues on an annual or other basis, in advance, based on prior payment history or other financial concerns, in Club Owner's sole discretion.

6.1 Club Expenses. Each Owner agrees to pay and discharge, in a timely fashion when due, its pro rata portion (as hereinafter set forth) of the Club Expenses. The Owners shall collectively bear all expenses associated with the Club so that Club Owner shall receive the Club Membership Fees without deduction of expenses or charges in respect of the Club. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Club Expenses shall be allocated so that each Owner shall pay his pro rata portion of Club Expenses based upon a fraction, the numerator of which is one (1) and the denominator of which is (i) the total number of Homes in Traditions at Winter Haven conveyed to Owners or (ii) any greater number determined by Club Owner from time to time. Club Owner, in its sole and absolute discretion, may change the denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer as of September 30 of the prior fiscal year.

6.2 Club Membership Fee. Each Owner of any Home within Traditions at Winter Haven shall pay in advance on the first day of each month (or other payment period designated by Club Owner), without setoff or deduction, to Club Owner, or its designee, the club

membership fee (the "**Club Membership Fee**") set forth in the Club Membership Fee Schedule attached hereto as **Exhibit D** (the "**Club Membership Fee Schedule**").

6.3 Taxes. In addition to the Club Membership Fee, each Owner shall pay all applicable sales, use or similar taxes now or hereafter imposed on the Club Membership Fee. Currently, sales tax is payable on the entire amount of Club Dues.

6.4 Builders. Although a Builder shall have no membership rights relative to the Club, each Builder shall pay Club Dues on each Home owned by such Builder on the same basis as all other Owners commencing upon the date that such Builder receives a Certificate of Occupancy for a Home located on a Parcel owned by such Builder.

6.5 Perpetual. Each Owner's and each Builder's obligation to pay Club Dues shall be perpetual regardless of whether such Home is occupied, destroyed, renovated, replaced, rebuilt or leased.

6.6 Individual Homes. Owners of individual Homes shall pay Club Dues for one membership per month per Home. If an Owner owns more than one Home, Club Dues are payable for each and every Home owned by such Owner.

6.7 Excuse or Postponement. Club Owner may excuse or postpone Club Dues in its sole and absolute discretion.

6.8 Club Owner's Obligation. Under no circumstances shall Club Owner or Developer be required to pay Club Dues. To the extent that Club Owner elects, in Club Owner's sole and absolute discretion, to base the annual budget on a number of Homes greater than those actually in existence within Traditions at Winter Haven, Club Owner agrees to pay the difference, if any, between actual Club Expenses and Club Dues paid by Owners and Builders, if any.

6.9 Special Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, ticket, service and/or use fees and charges ("**Special Use Fees**"), for which one or more Owners (but less than all Owners) are subject, such as, costs of special services or facilities provided to an Owner relating to the special use of the Club or tickets for shows, special events, or performances held in the Club Facilities which are paid initially by Club Owner. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. Without limiting the foregoing, Owners shall be charged Special Use Fees for the use of vending machines, video arcade machines and entertainment devices. Club Owner shall have no duty to account for any Special Use Fees; all of such Special Use Fees shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Owners and Builders. For those programs or events, if any, for which tickets are sold, Club Owner shall adopt such Traditions at Winter Haven Recreational Facility Club Rules and Regulations as to entitlement of the tickets as Club Owner deems necessary.

6.10 Additional Club Dues. If an Owner, his or her guests, invitees, licensees, agents, servants or employees do anything which increases the cost of maintaining or operating the Club, or cause damage to any part of the Club, Club Owner may levy additional Club Dues against such Owner in the amount necessary to pay such increased cost or repair such damage.

6.11 Commencement of First Charges. The obligation to pay Club Dues, including, without limitation, the Club Membership Fee, shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner and as to each Builder on the date that a Home owned by such Builder receives a Certificate of Occupancy. Notwithstanding the foregoing, no Owner or Builder shall be obligated to pay Club Dues until the first day of the calendar month upon which any portion of the Club Facilities can be used by Owners (*e.g.*, upon issuance of a temporary Certificate of Occupancy for any structure forming part of the Club Facilities).

6.12 Time Is of Essence. Faithful payment of the sums due, and performance of the other obligations hereunder, at the times stated, shall be of the essence.

6.13 Obligation to Pay Real Estate Taxes and Other Expenses on Homes. Each Owner shall pay all taxes, assessments and obligations relating to his or her Home which if not paid, could become a lien against the Home which is superior to the lien for Club Dues created by this

Club Plan. Although a lien for Assessments payable to Association is inferior to the lien of Club Owner (regardless of when the lien for Assessments is filed in the Public Records), each Owner agrees to pay all Assessments when due. Upon failure of an Owner to pay the taxes, assessments, obligations, and Assessments required under this Section, Club Owner may (but is not obligated to) pay the same and add the amount advanced to the Club Dues payable by such Owner.

6.14 Initial Budget. The initial budget prepared by Club Owner is not based on historical operating figures and is not a contractual statement or guaranty of actual Club Dues. It is not intended that any third party rely on any budget in electing to purchase a Home. The figures shown in the initial budget are based on good faith analysis; therefore, it is likely that the actual budget for the Club may be different once historical figures are known. Projections in budgets are an effort to provide some information regarding future Club Expenses. Budgets may not take inflation into account. Because there is no history of operation, it is impossible to predict actual Club Expenses once the Club begins operation. It is not intended that any third party rely on any budget in electing to purchase a Home. Projections in budgets are an effort to provide some information regarding future Club Expenses.

6.15 Change In Terms of Offer. Club Owner may provide that some Owners pay Club Membership Fees on a different basis than other Owners by recording a supplement or amendment to this Club Plan with respect to one or more Homes. No Owner shall have the right to object to any other Owner paying greater or lesser Club Membership Fees so long as the Club Membership Fee applicable to any particular Home is in accordance with this Club Plan and any Club Membership Fee Schedule applicable to such Home.

7. Club Contribution Fund. There shall be collected from each Owner purchasing a Home from Developer or a Builder at the time of closing a working capital contribution ("**Capital Contribution**") in the amount of two (2) months Club Dues per Home. Each Owner's Capital Contribution shall be transferred to Club Owner at that time. Capital Contributions are not to be considered as advance payment of Club Dues. Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Capital Contributions may be used and applied by Club Owner as it deems necessary in its sole and absolute discretion including, without limitation, to reduce Club Expenses. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive contributions to the Club Contribution Fund in its sole and absolute discretion.

8. Determination of Club Expenses.

8.1 Fiscal Year. The fiscal year for the Club shall be the calendar year.

8.2 Adoption of Budget. Club Dues shall be established by the adoption of a projected operating budget (the "**Budget**"). Written notice of the amount and date of commencement thereof shall be given to each Owner in advance of the due date of the first installment thereof.

8.3 Adjustments If Budget Estimates Incorrect. In the event the estimate of Club Expenses for the year is, after the actual Club Expenses for that period is known, more or less than the actual Club Expenses, then the difference shall, at the election of Club Owner: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; (ii) be immediately collected from the Owners by virtue of a special bill which shall be payable by each Owner within ten (10) days of mailing, or (iii) the remaining monthly Club Dues shall be adjusted to reflect such deficit or surplus.

8.4 No Right to Withhold Payment. Each Owner agrees that so long as such Owner does not pay more than the required amount of Club Dues, such Owner shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

8.5 Reserves. The Budget may, at the election of Club Owner, include one or more reserve funds for the periodic maintenance, repair and replacement of improvements to the Club Facilities.

8.6 Statement of Account Status. Upon demand, there shall be furnished to an Owner a certificate in writing setting forth whether their Club Dues have been paid and/or the amount which is due as of any date. As to parties (other than Owners) who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any charges therein stated.

8.7 Collection. Club Owner shall determine from time to time the method by which Club Dues, Special Use Fees and any other amounts due to Club Owner shall be collected.

9. Creation of the Lien and Personal Obligation.

9.1 Claim of Lien. Each Owner and Builder, by acceptance of a Deed or instrument of conveyance for the acquisition of title to a Home or Parcel, shall be deemed to have covenanted and agreed that the Club Dues, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, including, without limitation, the Club Membership Fee, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing first lien in favor of Club Owner encumbering each Home and all personal property located thereon owned by the Owner or Builder. The lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Home, name of the Owner or Builder, and the amounts due as of that date, but shall relate back to the date this Club Plan is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. All unpaid Club Dues, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the owner of the Home at the time when the charge or fee became due, as well as the owner's heirs, devisees, personal representatives, successors or assigns. If a Home is leased, the Owner shall be liable hereunder notwithstanding any provision in his lease to the contrary. Further, the lien created by this Section is superior to the lien of Association for Assessments.

9.2 Right to Designate Collection Agent. Club Owner shall have the right to designate who shall collect Club Expenses, Special Use Fees, and/or Club Membership Fees and such right shall be perpetual.

9.3 Subordination of the Lien to Mortgages. The lien for Club Dues, Special Use Fees, and related fees and expenses shall be subordinate to a bona fide first mortgage held by a Lender on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The Club Claim of Lien shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a Claim of Lien encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any such unpaid fees or charges for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Club Expenses. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home from the lien of any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Club Owner if the mortgage held by such Lender is in default. Club Owner shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Club Owner makes such payment on behalf of an Owner, Club Owner shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Club Dues payable by such Owner with appropriate interest.

9.4 Acceleration. In the event of a default in the payment of any Club Dues and related fees and expenses, Club Owner may in Club Owner's sole and absolute discretion accelerate the Club Dues for the next ensuing twelve (12) month period, and for twelve (12) months from each subsequent delinquency.

9.5 Non-payment. If any Club Dues are not paid within ten (10) days after the due date, a late fee (to compensate Club Owner for administrative expenses due to late payment) of $25.00 per month, or such greater amount established by Club Owner, together with interest on all amounts payable to Club Owner in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. Club Owner may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. In the event of foreclosure, the defaulting Owner shall be required to pay a reasonable rental for the Home to Club Owner, and Club Owner shall be entitled, as a matter of right, to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club would not be served by doing so. There shall be added to the Claim of Lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. Club Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be collective. The bringing of action shall not constitute an election or exclude the bringing of any other action. Liens for Club Dues under this Club Plan shall be prior to the liens of Association or any Neighborhood Association.

9.6 Non-Use. No Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, or the waiver of the right to use, Club or abandonment of a Home.

9.7 Suspension. Should an Owner not pay sums required hereunder, or otherwise default, for a period of thirty (30) days, Club Owner may, without reducing or terminating Owner's obligations hereunder, suspend Owner's (or in the event the Home is leased, the Lessee's) rights to use the Club until all fees and charges are paid current and/or the default is cured.

10. Operations.

10.1 Control. The Club shall be under the complete supervision and control of Club Owner until Club Owner, in its sole and absolute discretion, delegates all or part of the right and duty to operate, manage and maintain the Club to a third party as Club Manager, if ever, as hereinafter provided.

10.2 Club Manager. At any time, Club Owner may appoint a Club Manager to act as its agent. The Club Manager shall have whatever rights hereunder as are assigned in writing to it by Club Owner. Without limiting the foregoing, the Club Manager, if so agreed by Club Owner, may file liens for unpaid Club Dues against Homes, may enforce the Traditions at Winter Haven Recreational Facility Club Rules and Regulations, and prepare the Budget for the Club.

11. Paramount Right of Association. Association shall have the right to post all notices of its Board and member meetings and all notices required by the Florida Statutes at a designated location within the Club Facilities visible to all Club Members without charge.

12. Attorneys' Fees. If at any time Club Owner must enforce any provision hereof, Club Owner shall be entitled to recover all of its reasonable costs and attorneys' and paraprofessional fees at all levels, including appeals, collections and bankruptcy.

13. Rights to Pay and Receive Reimbursement. Club Owner and/or Association shall have the right, but not the obligation to pay any Club Dues, or Special Use Fees which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights with regard to the amounts due. Further, Club Owner and/or Association shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of an Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Owner for such amounts so paid, plus interest thereon at the maximum rate allowable by law, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy.

14. General Restrictions. Club Owner has adopted the following general restrictions governing the use of the Club. Each Member, Immediate Family Member and other person entitled to use the Club shall comply with following general restrictions:

14.1 Minors. Minors sixteen (16) years and older are permitted to use the Club Facilities (other than the fitness center) without adult supervision. Minors sixteen (16) years of age and older may use the fitness center either with adult supervision or without adult supervision if such minor's parent or legal guardian releases Club Owner from liability for such use pursuant to consent form(s) provided by Club Owner from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors. Minors under sixteen (16) years of age are not permitted to use the fitness center. Minors under sixteen (16) years of age are not permitted to use the pools without adult supervision. Parents are responsible for the actions and safety of such minors and any damages to the pools caused by such minors. Notwithstanding the foregoing, if minors use the Club Facilities without the proper execution of a consent form or without adult supervision, Club Owner is not liable for the actions of such minors.

14.2 Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety and welfare of such Member, his or her Immediate Family Members and guests, and the personal property of all of the foregoing, and each Member shall not allow any of the foregoing to damage the Club or interfere with the rights of other Members hereunder.

14.3 Cars and Personal Property. The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities. Without limiting the foregoing, any person parking a car within the Parking Areas assumes all risk of loss with respect to his or her car in the Parking Areas. Further, any person entering the Club Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, or within cars and wallets, books and clothing left in the pool area.

14.4 Activities. Any Member, Immediate Family Member, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at their own risk. Every Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by any Member, Immediate Family Member or guest. No Member may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

14.5 Property Belonging to the Club. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities.

14.6 Indemnification of Club Owner. In addition, each Member, Immediate Family Member and guest agrees to indemnify and hold harmless Club Owner and Club Manager, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against 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, as a result of or in any way related to such Member's membership, including, without limitation, use of the Club Facilities by Members, Immediate Family Members and their guests, or the interpretation of this Club Plan, and/or the Traditions at Winter Haven Recreational Facility Club Rules and Regulations and/or from any act or omission of the Club or of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Club's insurance policies.

14.7 Attorneys' Fees. Should any Member or Immediate Family Member bring suit against Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member and/or Immediate Family Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

14.8 Unrecorded Rules. Club Owner may adopt rules and regulations ("**Traditions at Winter Haven Recreational Facility Club Rules and Regulations**") from time to time. Such Traditions at Winter Haven Recreational Facility Club Rules and Regulations may not be recorded; therefore, each Owner and Lessee should request a copy of unrecorded Traditions at Winter Haven Recreational Facility Club Rules and Regulations from the Club and become familiar with the same. Such Traditions at Winter Haven Recreational Facility Club Rules and Regulations are in addition to the general restrictions set forth in this Section.

14.9 Waiver of Traditions at Winter Haven Recreational Facility Club Rules and Regulations. Club Owner may waive the application of any Traditions at Winter Haven Recreational Facility Club Rules and Regulations to one or more Owners, Lessees, guests, invitees, employees or agents in Club Owner's sole and absolute discretion. A waiver may be revoked at any time upon notice to affected Lessees and Owners.

15. Violation of the Traditions at Winter Haven Recreational Facility Club Rules and Regulations.

15.1 Basis For Suspension. The membership rights of a Member may be suspended by Club Owner if, in the sole judgment of Club Owner:

15.1.1 such person is not an Owner or a Lessee;

15.1.2 the Member violates one or more of these Traditions at Winter Haven Recreational Facility Club Rules and Regulations;

15.1.3 an Immediate Family, a guest or other person for whom a Member is responsible violates one or more of these Traditions at Winter Haven Recreational Facility Club Rules and Regulations;

15.1.4 an Owner fails to pay Club Dues in a proper and timely manner; or

15.1.5 a Member and/or guest has injured, harmed or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to a third party or to Club Owner.

15.2 Types of Suspension. Club Owner may restrict or suspend, for cause or causes described in the preceding Section, any Member's privileges to use any or all of the Club Facilities. By way of example, and not as a limitation, Club Owner may suspend the membership of a Lessee if such Lessee's Owner fails to pay Club Dues due in connection with a leased Home. In addition, Club Manager may suspend some membership rights while allowing a Member to continue to exercise other membership rights. For example, Club Manager may suspend the rights of a particular Member (and/or Immediate Family Member) or Club Manager may prohibit a Member (and/or Immediate Family Member) from using a portion of the Club Facilities. No Member whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Dues or any other fees. During the restriction or suspension, Club Dues shall continue to accrue and be payable each month. Under no circumstance will a Member be reinstated until all Club Dues and other amounts due to the Club are paid in full.

16. Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Club Owner. If Club Owner elects, in Club Owner's sole and absolute discretion, to reconstruct the Club Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Club; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club in its sole and absolute discretion. There shall be no abatement in payments of Club Dues, including the Club Membership Fee, during casualty or reconstruction. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the Club Facilities substantially to the condition in which they existed before the damage or destruction took place. After all reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner shall terminate this Club Plan and the provisions of the Declaration relating to the Club by document recorded in the Public Records.

17. Risk of Loss. Club Owner shall not be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club, or from any act of negligence of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this Club Plan. Neither Association nor any Owner shall be entitled to cancel this Club Plan or any abatement in Club Dues on account of any such occurrence. By way of example, if the Club is destroyed in whole or part by a casualty, Owners shall remain liable to pay all Club Dues notwithstanding that the Club is not available for use.

18. Eminent Domain. If, during the operation of this Club Plan, an eminent domain proceeding is commenced affecting the Club, then in that event, the following conditions shall apply:

18.1 Complete Taking. If the whole or any material part of the Club is taken under the power of eminent domain, Club Owner may terminate this Club Plan and the provisions of the Declaration relating to the Club by written notice given to Association, which notice shall be recorded in the Public Records. Should such notice be given, this Club Plan and the provisions in the Declaration relating to the Club shall terminate. All damages awarded in relation to the taking shall be the sole property of Club Owner.

18.2 Partial Taking. Should a portion of the Club be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Club so that Club Owner determines the taking is not a complete taking, then, in such event, Club Owner shall have the option, to the extent legally possible, to utilize a portion of the proceeds of such taking for the restoration, repair, or remodeling of the remaining improvements to the Club, or to terminate this Club Plan as provided in Section 18.1 hereof. All damages awarded in relation to the taking shall be the sole property of Club Owner, and Club Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling.

19. Additional Indemnification of Club Owner. Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless Developer and Club Owner, their respective officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, Club Property, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The indemnifications provided in this Section shall survive termination of this Club Plan. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs of Association to the extent such matters are not covered by insurance maintained by Association.

20. Estoppel. Association shall, from time to time, upon not less than ten (10) days' prior written notice from Club Owner, execute, acknowledge and deliver a written statement: (a) certifying that this Club Plan is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that this Club Plan, as so modified, is in full force and effect) and the date to which the Club Dues are paid; and (b) acknowledging that there are not, to Association's knowledge, any uncured defaults by Association, Club Owner or Members with respect to this Club Plan. Any such statement may be conclusively relied upon by any prospective purchaser of Club Owner's interest or mortgagee of Club Owner's interest or assignee of any mortgage upon Club Owner's interest in the Club. Association's failure to deliver such statement within such time shall be conclusive evidence: (1) that this Club Plan is in full force and effect, without modification except as may be represented, in good faith, by Club Owner; and (2) that there are no uncured defaults; and (3) that the Club Dues have been paid as stated by Club Owner.

21. No Waiver. The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more provisions of the Club Plan or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall

not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any Owner, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner (with respect to Association or a Member) shall be effective unless made by Club Owner in writing.

22. Franchises and Concessions. Club Owner may grant franchises or concessions to commercial concerns on all or part of the Club and shall be entitled to all income derived therefrom.

23. Resolution of Disputes. **ASSOCIATION AND, BY ACCEPTANCE OF A DEED, EACH OWNER AND BUILDER, AGREE THAT THIS CLUB PLAN IS A VERY COMPLEX DOCUMENT. ACCORDINGLY, ASSOCIATION AND EACH OWNER AND BUILDER AGREE THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THIS CLUB PLAN ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES, PAIN, SUFFERING AND WRONGFUL DEATH, BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CLUB PLAN, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE, AND NOT A JURY. CLUB OWNER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.**

24. Venue. **EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS CLUB PLAN LEGALLY AND FACTUALLY WAS EXECUTED IN MIAMI-DADE COUNTY, FLORIDA. CLUB OWNER HAS AN OFFICE IN MIAMI-DADE COUNTY, FLORIDA AND EACH HOME IS LOCATED IN MIAMI-DADE COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER, BUILDER AND CLUB OWNER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA.**

25. Release. **BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB PLAN IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THIS CLUB PLAN, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS 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 MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER**

HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB PLAN, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

26. Amendment. Notwithstanding any other provision herein to the contrary, no amendment to this Club Plan shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Club Plan benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the Public Records. Club Owner shall have the right to amend this Club Plan as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Club Owner's right to amend under this provision is to be construed as broadly as possible. By way of example, Club Owner may terminate this Club Plan (and all rights and obligations hereunder) in the event of partial or full destruction of the Club. Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of Traditions at Winter Haven to this Club Plan by amendment recorded in the Public Records. Likewise, Club Owner may elect, in Club Owner's sole and absolute discretion, to remove portions of Traditions at Winter Haven from the benefit and encumbrance of this Club Plan by amendment recorded in the Public Records. Each Owner agrees that he, she or it has no vested rights under current case law or otherwise with respect to any provision in this Club Plan other than those setting forth the maximum level of each individual Home's Club Membership Fee that shall be imposed from time to time.

27. Severability. Invalidation of any of the provisions of this Club Plan by judgment or court order shall in no way affect any other provision, and the remainder of this Club Plan shall remain in full force and effect.

28. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Club Plan shall be deemed to have been properly sent when mailed, postpaid, hand delivered, telefaxed, or delivered by professional carrier or overnight delivery to the last known address at the time of such mailing.

29. Florida Statutes. Whenever this Club Plan refers to the Florida Statutes, the reference shall be deemed to refer to the Florida Statutes as they exist on the date the Club Plan was recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

30. Headings. The headings within this Club Plan are for convenience only and shall not be used to limit or interpret the terms hereof.

ADDITIONAL TEXT, SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE

31. Association to Bear Legal Expenses. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination of such matter shall be conclusive and binding. Therefore, and in order to ensure that the Owners and Association abide by Club Owner's determination, in the event that there is any dispute respecting the interpretation of this Club Plan, Association shall bear all legal expenses of both Association and Club Owner including, without limitation, all attorney's fees, paraprofessional fees and costs at trial and upon appeal, regardless of the outcome of such proceedings.

NOW THEREFORE, Lennar has set its signature and seal below this 21 day of SEPT _____, 2005.

WITNESSES:

Kristen Rodrick
Print Name: KRISTEN RODRICK

Helen C. Davis
Print Name: Helen C. Davis

LENNAR HOMES, INC., a Florida corporation

By: Frank Dolan
Name: FRANK DOLAN
Title: Vice President
Date: 21 Sept 05

{SEAL}

KRISTEN RODRICK
Comm# DD0418348
Expires 4/5/2009
Bonded thru (800)432-4254
Florida Notary Assn., Inc

STATE OF FLORIDA)
) SS.:
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 21 day of Sept, 2005 by Frank Dolan, as Vice President of LENNAR HOMES, INC., a Florida corporation, who is personally known to me or who has produced _____ as identification.

My commission expires: 4/5/09

KRISTEN RODRICK
Comm# DD0418348
Expires 4/5/2009
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Kristen Rodrick
NOTARY PUBLIC, State of Florida at Large
Print name: Kristen Rodrick

JOINDER

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC. does hereby join in the Traditions at Winter Haven Recreational Facility Club Plan to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19 day of September, 2005.

WITNESSES:

Sandra L Zander
Print Name: SANDRA L. ZANDER

Betty Hernandez
Print Name: Betty Hernandez

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: Tony M Beige
Name:
Title: President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 19 day of September 2005 by Tony M. Beige, Jr. as President of TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

Sandra L Zander
NOTARY PUBLIC, State of Florida
Print name: SANDRA L. ZANDER

Sandra L Zander
My Commission DD372269
Expires November 16 2008

EXHIBIT A

LEGAL DESCRIPTION

OF THE INITIAL CLUB PROPERTY

Tract "N" as shown on the Plat of Traditions, Phase I, recorded in Plat Book 131, Pages 47 through 54, of the Public Records of Polk County, Florida.

EXHIBIT B

LEGAL DESCRIPTION OF TRADITIONS AT WINTER HAVEN

Lots 1 through 246, Tracts A through Q, X, Y, Z, AA, BB and CC, as shown on the Plat of Traditions, Phase I, recorded in Plat Book 131, Pages 47 through 54, of the Public Records of Polk County, Florida.

EXHIBIT C

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS: That TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation (the "**Releasor**"), for and in consideration of the sum of TEN DOLLARS ($10.00), and other valuable consideration, received from or on behalf of LENNAR HOMES, INC., a Florida corporation (the "**Releasee**"), the mailing address of which is_____, Miami, Florida 33172, the receipt whereof is hereby acknowledged,

DOES HEREBY remise, release, acquit, satisfy, and forever discharge the Releasee, and its officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them, (collectively, the "**Releasee's Affiliates**") of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever), which such Releasor ever had, now has, or which any officer, director, shareholder, representative, successor, or assign of such Releasor, hereafter can, shall or may have, against such Releasee and the Releasee's Affiliates, for, upon or by reason of any matter, cause or thing, whatsoever, from the beginning of the world to the day of these presents, whether known or unknown (either through ignorance, oversight, error, negligence or otherwise), and whether matured or unmatured, and which matter, cause, or thing, relates, in any manner, directly or indirectly, to (a) the property described on **Exhibit A** hereto, or the improvements thereon (collectively, the "**Property**"), or (b) any occurrences, circumstances, and/or documentation (*e.g.*, the Traditions at Winter Haven Recreational Facility Club Plan) whatsoever, relating to the Property, which occurred or took place prior to the transfer of the Property from Releasee to Releasor (the "**Closing**"), except (i) representations of Releasee in that certain Agreement for Sale and Purchase of Property dated _____, 200__ between Releasor and Releasee which survive the Closing, (ii) warranties of the Releasee contained in that certain Special Warranty Deed delivered by Releasee in connection with such Closing and (iii) personal injury claims respecting the Property occurring prior to Closing.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____day of _____, 200__.

Signed, sealed and delivered
in the presence of:

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

_____
Name: _____

By: _____
Name _____
Title _____

_____
Name: _____

STATE OF FLORIDA)
) SS.:
COUNTY OF)

The foregoing instrument was acknowledged before me this __day of _____, 200__ by _____ as _____ of TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of such corporation who [ ] is personally known to me or [ ] has produced _____ as identification and did not take an oath.

_____
[NOTARIAL SEAL]

Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT D

CLUB MEMBERSHIP FEE SCHEDULE

Year	Monthly Payment
2004	50.00
2005	51.00
2006	52.00
2007	53.00
2008	54.00
2009	55.00
2010	56.00
2011	57.00
2012	58.00
2013	59.00
2014	60.00
2015	61.00
2016	62.00
2017	63.00
2018	64.00
2019	65.00
2020	66.00
2021	67.00
2022	68.00
2023	69.00
2024	70.00
2025	71.00
2026	72.00
2027	73.00
2028	74.00
2029	75.00
2030	76.00
2031	77.00
2032	78.00
2033	79.00
2034	80.00

From 2035 and thereafter, Club Membership Fees shall be determined.

EXHIBIT E

OPTION NOTICE

IRREVOCABLE OPTION NOTICE

The Board of Directors of Traditions at Winter Haven Homeowners Association, Inc. (the "**Board**") hereby provides Club Owner (as defined in that certain Club Plan recorded in Official Records Book ___ of _____ of the Public Records of _____ County, Florida) with notice of its intent to purchase the Club (as defined in the Club Plan) pursuant to the terms of the Club Plan. Attached hereto as **Schedule 1** is a resolution executed by the majority of the Board approving this Irrevocable Option Notice.

The undersigned Board has executed this Irrevocable Option Notice on this _____ day of _____, 200__.

_____
Name:_____
Director

_____
Name:_____
Director

_____
Name:_____
Director

Schedule 1

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC.
(THE "ASSOCIATION")

ACTION BY THE BOARD OF DIRECTORS OF THE ASSOCIATION
WITHOUT A MEETING

The undersigned, constituting the majority of the Board of Directors of the Association do hereby consent to and approve the following actions:

WHEREAS, the Board of Directors hereby acknowledges and agrees that it is in the best interest of the Association to purchase the Club (as defined in that certain Club Plan recorded in Official Records Book ___ of ____ of the Public Records of _____ County, Florida); and

WHEREAS, the Board of Directors hereby agrees to provide Club Owner (as defined in the Club Plan) with the Option Notice (as defined in the Club Plan) in order to evidence its intent to purchase the Club (as defined in the Club Plan) pursuant to the terms of the Club Plan;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the purchase of the Club and the giving of the Option Notice to Club Owner.

Effective: _____

_____
Name:
Director

_____
Name:
Director

_____
Name:
Director

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal Opportunity Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)
SUNCOM 572-6200

Lecanto Service Office
3600 West Sovereign Path
Suite 226
Lecanto, Florida 34461-8070
(352) 527-8131
SUNCOM 667-3271

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)
SUNCOM 531-6000

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)
SUNCOM 578-2070

January 25, 2005

Steven M. Dill
Ruby Lake Development
744 Highland Avenue
Orlando, FL 32803

Sheryl Ann Nieto
217 Coleman Drive, Southeast
Winter Haven, FL 33884

Miguel Diaz and Cindy Diaz
800 Olsen Road, Southeast
Winter Haven, FL 33880

Subject: **Consolidated Notice of Final Agency Action for Approval Environmental Resource Permit Individual Construction and Sovereignty Lands Standard Lease**

Permit No.:	43027329.000
Board of Trustees File No.:	530035513
SOV Record No.:	424
Project Name:	Traditions Subdivision
County:	Polk
Sec/Twp/Rge:	13,24/29S/26E

Dear Permittees:

The Environmental Resource permit and Proprietary Authorization referenced above was **approved** by the District Governing Board subject to all terms and conditions set forth in the permit.

The District has requested that the Department of Environmental Protection's Recurring Revenue Section of the Bureau of Public Land Administration prepare the Standard Lease Instrument. A permit condition prohibits construction on the sovereign submerged lands until this instrument has been fully executed.

The enclosed approved construction plans are part of the permit, and construction must be in accordance with these plans.

If you have questions concerning the permit, please contact Jan R. Burke, P.E., at the Bartow Service Office, extension 6103.

Sincerely,

BJ Jarvis, Director
Records and Data Department

RECEIVED
JAN 31 2005
David C. Carter,
Consulting Engineers

BJJ:daw
Enclosures: Approved Permit w/Conditions Attached
Approved Construction Drawings
Statement of Completion
Notice of Authorization to Commence Construction
cc/enc: File of Record 43027329.000
David C. Carter, P.E., David C. Carter Consulting Engineers, LLC
Joe W. Howell, Environmental Sciences & Technologies, Inc.
Dale Adams, Department of Environmental Protection
USACOE

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
CONSOLIDATED ENVIRONMENTAL RESOURCE PERMIT (ERP) AND
SOVEREIGN SUBMERGED LAND AUTHORIZATION (SL)
INDIVIDUAL CONSTRUCTION SURFACE WATER MANAGEMENT SYSTEMS
PERMIT NO. 43027329.000
AND
SOVEREIGNTY LANDS STANDARD LEASE AND LETTER OF CONSENT

ERP Expiration Date: January 25, 2010	PERMIT ISSUE DATE: January 25, 2005
SL Expiration Date: Five (5) years from FDEP Executed Lease Instrument	

This permit, issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and Chapter 40D-4, Florida Administrative Code, (F.A.C.), authorizes the Permittee to perform the work outlined herein and shown by the application, approved drawings, plans, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District).

Authorization is granted to use sovereign submerged lands as outlined herein and shown by the application, approved drawings, plans, and other documents attached hereto and kept on file at the District under the provisions of Chapter 253, F.S., and Chapter 18-21, F.A.C., as well as the policies of the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees). This approval does not disclaim any title interests that the Board of Trustees may have in the project site. Any subsequent authorizations by the Board of Trustees or its designated agents may contain conditions necessary to satisfy the fiduciary responsibilities of the Board of Trustees as well as other applicable statutory or rule requirements implemented by the Department of Environmental Protection's Division of State Lands or other governmental agencies authorized by Florida Statutes.

All construction, operation, and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Traditions Subdivision

GRANTED TO: Ruby Lake Development, LLC
744 Highland Avenue
Orlando, FL 32803

Sheryl Ann Nieto
217 Coleman Drive, Southeast
Winter Haven, FL 33884

Miguel Diaz and Cindy Diaz
800 Olsen Road, Southeast
Winter Haven, FL 33880

ABSTRACT: This permit is for the construction of a new surface water management system serving a 216.17-acre phase of a residential project as named above and as shown on the approved construction drawings. The project is located at the northwest and southeast corners of the intersection of Thompson Nursery Road and West Ruby Lake Drive in the city of Winter Haven, Polk County. An Incidental Site Activities (ISA) Permit was issued for the project on December 21, 2004, authorizing installation of erosion and sediment control measures, limited clearing and limited excavation in upland areas of the project. Information regarding the surface water management systems, 100-year floodplain and wetlands is contained within the tables and comments below.

OP. & MAINT. ENTITY: Traditions at Winter Haven Homeowners' Association, Inc.
1635 East Highway 50, Suite 200
Clermont, FL 34711

COUNTY: Polk

WATERBODY NAME: Lake Ruby

AQUATIC PRESERVE: N/A

SEC/TWP/RGE: 13,24/29S/26E

TOTAL ACRES OWNED OR UNDER CONTROL: 292.90

PROJECT SIZE: 216.17 Acres

LAND USE: Residential

DATE APPLICATION FILED: June 23, 2004

AMENDED DATE: N/A

I. Water Quantity/Quality

POND NO.	AREA ACRES @ TOP OF BANK	TREATMENT TYPE
100	1.10	Retention
101	1.10	Wet Detention
201	2.14	Wet Detention
202	2.20	Wet Detention
203	0.67	Wet Detention
205	1.46	Retention
206	0.40	Wet Detention
207	1.03	Retention
209	6.22	Wet Detention
TOTAL	16.32	

A mixing zone is not required.
A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type*	Encroachment Result**(feet)
9.75	0.00	MI [X]	Depth [0.00]

*Codes [X] for the type or method of compensation provided are as follows:
MI = Minimal Impact based on modeling of existing stages vs. post-project encroachment.
N/A = Not Applicable

**Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims MI type of compensation.

III. Environmental Considerations

Wetland Information:				
WETLAND NO.	TOTAL AC.	NOT IMPACTED AC.	TEMPORARILY DISTURBED AC.	PERMANENTLY DESTROYED AC.
W-1	1.40	0.00	0.00	1.40
W-2	1.12	0.53	0.00	0.59
W-3/3A	17.02	16.76	0.00	0.26
W-4	3.35	3.31	0.00	0.04
W-5	3.63	3.56	0.00	0.07
W-6	1.11	0.93	0.00	0.18
W-7	2.33	2.33	0.00	0.00
SW-1	5.49	5.48	0.00	0.01
SW-2	0.94	0.94	0.00	0.00
SW-3	6.44	6.44	0.00	0.00
SW-4	9.30	9.28	0.00	0.02
SW-5	24.30	24.28	0.00	0.02
SW-6	0.11	0.11	0.00	0.00
TOTAL	76.54	73.87	0.00	2.67

Comments: The project area contains 76.54 acres of wetlands and other surface water features consisting of 4.46 acres of herbaceous lake fringe wetlands (W-4, 3.35 acres and W-6, 1.11 acres), 5.96 acres of inland herbaceous wetlands (W-5, 3.63 acres and W-7, 2.33 acres), 19.54 acres of forested wetlands (W-1, 1.40 acres; W-2, 1.12 acres; and W-3/3A, 17.02 acres), 45.53 acres of lakes (SW-1/Lake Ruby, 5.49 acres; SW-3/Lake Hart lobe, 6.44 acres; SW-4/Lake Hart, 9.30 acres; and SW-5/Reeves Lake, 24.30 acres), and 1.05 acres of agricultural ponds (SW-2, 0.94 acre and SW-6, 0.11 acre).

There are 3.72 acres of permanent wetland impacts proposed by this project consisting of 0.29 acre of herbaceous wetland impacts (W-4, 0.04 acre; W-5, 0.07 acre; and W-6, 0.18 acre), 2.25 acres of forested wetland impacts (W-1, 1.40 acre; W-2, 0.59 acre; and W-3, 0.26 acre), 0.13 acre of open water lake impacts (SW-1/Lake Ruby, 0.09 acre; SW-4/Lake Hart, 0.02 acre; and SW-5, 0.02 acre), and 1.05 acres of permanent impacts to the onsite agricultural ponds (SW-2, 0.94 acre and SW-6, 0.11 acre).

The impacts to SW-2 and SW-6 are not recorded in the table above because they are upland cut surface water features not used by threatened or endangered species and were deemed insignificant.

Mitigation Information:					
AREA NO.	CREATED/ RESTORED AC.	UPLAND PRESERVED AC.	ENHANCED WETLAND AC.	WETLANDS PRESERVED AC.	MISC. MITI. AC.
WC-1	2.92	0.00	0.00	0.00	0.00
WC-2	0.43	0.00	0.00	0.00	0.00
WE-1	0.00	0.00	1.80	0.00	0.00

Mitigation Information:					
AREA NO.	CREATED/ RESTORED AC.	UPLAND PRESERVED AC.	ENHANCED WETLAND AC.	WETLANDS PRESERVED AC.	MISC. MITI. AC.
WE-2	0.00	0.00	0.24	17.44	0.00
WE-3	0.00	0.00	0.82	0.00	0.00
WE-4	0.00	0.00	0.24	42.49	0.00
TOTAL	3.35	0.00	3.10	59.93	0.00
NET CHANGE	-0.76	OTHER MITIGATION TOTAL			0.00

Comments: Mitigation for the permanent impacts to onsite wetlands is provided by 3.35 acres of forested wetland creation (WC-1, 2.92 acres and WC-2, 0.43 acre), 3.10 acres of herbaceous wetland enhancement (WE-1/W-5, 1.80 acres; WE-2/Lake Hart, 0.24 acre; WE-3/Lake Ruby, 0.82 acre; and WE-4/Reeves Lake, 0.24 acre), and preservation and 59.93 acres of preservation consisting of 16.62 acres of forested wetland, 3.31 acres of herbaceous wetlands, and 40.00 acres of non-sovereign lake bottom (Lake Hart, 15.72 acres; and Reeves Lake, 24.28 acres).

No mitigation is required for the upland cut surface water features (agricultural ponds), SW-2 and SW-6, because they do not provide significant habitat to threatened or endangered species.

A functional loss of 2.07 due to impacts to wetlands and other surface waters in this project has been offset by a functional gain of 3.42 due to the mitigation provided. The functional loss and functional gain were calculated using the Uniform Mitigation Assessment Method.

Watershed Name: Peace River

Rule 18-21.005 (1)(a), Florida Administrative Code, (F.A.C.), lists activities that may be conducted on sovereign submerged lands without a Proprietary Authorization. This project meets the requirements of 18-21.005 (1)(a)1., F.A.C.

A regulatory conservation easement is required.

IV. Sovereign Submerged Lands.

Standard Lease:

ACTIVITY	PREEMPTED AREA	DREDGED	NO. OF SLIPS
Ramp/Piers/ Docks	27,025 square feet	17 cubic yards	35
TOTALS:	27,025 square feet	17 cubic yards	35

Letter of Consent:
35,719 square feet of shoreline restoration

Shoreline Length: 1,800 feet

A proprietary conservation easement is required.

SPECIFIC CONDITIONS

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.

2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

   Bartow Regulation Department
   Southwest Florida Water Management District
   170 Century Boulevard
   Bartow, FL 33830-7700

   The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.

3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.

4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Bartow Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1.659, F.A.C., and signed, dated and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.

5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.

6. WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA WC 1

   Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

   A. The mitigation area can be reasonably expected to develop into a *Palustrine Forested* wetland as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.

   B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion " A."

C. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as follows:

ZONE	STRATUM	PERCENT COVER	DOMINANT SPECIES[1]	SUBDOMINANT SPECIES[2]
A	Ground	80%	*Juncus effusus* *Saururus cernuus*	*Osmunda cinnamomea* *Osmunda regalis* *Panicum hemitomon*
A	Canopy	30%	*Persea palustris*	*Nyssa sylvatica*

[1] Tree species must be greater than 12 feet in height and have been planted for greater than three (3) years.
[2] Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within five (5) years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "A."

E. Density of trees surviving in the mitigation area equals or exceeds 350 trees/acre for trees greater than or equal to 12 feet in height.

F. Coverage by nuisance or exotic species does not exceed five (5) percent.

G. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA WC 2

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

A. The mitigation area can be reasonably expected to develop into a *Palustrine Forested* wetland as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.

B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion " A."

C. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as follows:

ZONE	STRATUM	PERCENT COVER	DOMINANT SPECIES[1]	SUBDOMINANT SPECIES[2]
A	Ground	80%	*Juncus effusus* *Saururus cernuus*	*Osmunda cinnamomea* *Osmunda regalis* *Panicum hemitomon*
A	Canopy	30%	*Persea palustris*	*Nyssa sylvatica*

[1] Tree species must be greater than 12 feet in height and have been planted for greater than three (3) years.
[2] Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within five (5) years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "A."

E. Density of trees surviving in the mitigation area equals or exceeds 350 trees/acre for trees greater than or equal to 12 feet in height.

F. Coverage by nuisance or exotic species does not exceed five (5) percent.

G. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA **WE 1**

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

A. The mitigation area can be reasonably expected to develop into a *Palustrine Forested* wetland as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.

B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion " A."

C. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as follows:

ZONE	STRATUM	PERCENT COVER	DOMINANT SPECIES[1]	SUBDOMINANT SPECIES[1]
A	Ground	80%	*Panicum hemitomon*	*Scirpus spp.* *Juncus effusus*

[1] Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within three (3) years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "A."

E. Coverage by nuisance or exotic species does not exceed five (5) percent.

F. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA WE 2

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

A. The mitigation area can be reasonably expected to develop into a *Palustrine Forested* wetland as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.

B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion " A."

C. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as follows:

ZONE	STRATUM	PERCENT COVER	DOMINANT SPECIES[1]	SUBDOMINANT SPECIES[2]
A	Ground	80%	*Pontederia cordata*	*Scirpus spp.* *Juncus effusus*

[1] Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within three (3) years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "A."

E. Coverage by nuisance or exotic species does not exceed five (5) percent.

F. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA WE 3

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

A. The mitigation area can be reasonably expected to develop into a *Palustrine Forested* wetland as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.

B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion " A."

C. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as follows:

ZONE	STRATUM	PERCENT COVER	DOMINANT SPECIES[1]	SUBDOMINANT SPECIES[1]
A	Ground	80%	*Pontederia cordata*	*Scirpus spp.* *Juncus effusus*

[1]Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within three (3) years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "A."

E Coverage by nuisance or exotic species does not exceed five (5) percent.

F. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA WE 4

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

A. The mitigation area can be reasonably expected to develop into a *Palustrine Forested* wetland as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.

B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion " A."

C. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as follows:

ZONE	STRATUM	PERCENT COVER	DOMINANT SPECIES[1]	SUBDOMINANT SPECIES[1]
A	Ground	80%	*Pontederia cordata*	*Scirpus spp.* *Juncus effusus*

[1]Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within three (3) years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "A."

E. Coverage by nuisance or exotic species does not exceed five (5) percent.

F. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

7. The Permittee shall monitor and maintain the wetland mitigation areas until the criteria set forth in the Wetland Mitigation Success Criteria Conditions above are met. The Permittee shall perform corrective actions identified by the District if the District identifies a wetland mitigation deficiency.

8. The Permittee shall undertake required maintenance activities within the wetland mitigation areas as needed at any time between mitigation area construction and termination of monitoring, with the exception of the final year. Maintenance shall include the manual removal of all nuisance and exotic species, with sufficient frequency that their combined coverage at no time exceeds the Wetland Mitigation Success Criteria Conditions above. Herbicides shall not be used without the prior written approval of the District.

9. A Wetland Mitigation Completion Report shall be submitted to the District within 30 days of completing construction and planting of the wetland mitigation areas. Upon District inspection and approval of the mitigation areas, the monitoring program shall be initiated with the date of the District field inspection being the construction completion date of the mitigation areas. Monitoring events shall occur between March 1 and November 30 of each year. An Annual Wetland Monitoring Report shall be submitted upon the anniversary date of District approval to initiate monitoring.

   Annual reports shall provide documentation that a sufficient number of maintenance inspection/activities were conducted to maintain the mitigation areas in compliance with the Wetland Mitigation Success Criteria Conditions above. Note that the performance of maintenance inspections and maintenance activities will normally need to be conducted more frequently than the collection of other monitoring data to maintain the mitigation areas in compliance with the Wetland Mitigation Success Criteria Conditions above.

   Monitoring Data shall be collected semi-annually.

10. Termination of monitoring for the wetland mitigation areas shall be coordinated with the District by:

    A. notifying the District in writing when the criteria set forth in the Wetland Mitigation Success Criteria Conditions have been achieved;

    B. suspending all maintenance activities in the wetland mitigation areas including, but not limited to, irrigation and addition or removal of vegetation; and

    C. submitting a monitoring report to the District one year following the written notification and suspension of maintenance activities.

    Upon receipt of the monitoring report, the District will evaluate the wetland mitigation sites to determine if the Mitigation Success Criteria Conditions have been met and maintained. The District will notify the Permittee in writing of the evaluation results. The Permittee shall perform corrective actions for any portions of the wetland mitigation areas that fail to maintain the criteria set forth in the Wetland Mitigation Success Criteria Conditions.

11. In the event wetland impacts for which the preservation parcel is providing mitigation are not conducted, the permittee will notify the District in writing. Upon District verification that these wetland impacts have not occurred, the District will release any executed and recorded conservation easement.

12. Following the District's determination that the wetland mitigation has been successfully completed, the Permittee shall operate and maintain the wetland mitigation areas such that they remain in their current or intended condition for the life of the surface water management facility. The Permittee must perform corrective actions for any portions of the wetland mitigation areas where

conditions no longer meet the criteria set forth in the Wetland Mitigation Success Criteria Conditions.

13. The Permittee shall, within 120 days of initial wetland impact and prior to beneficial use of the site, complete all aspects of the mitigation plan, including the grading, mulching, and planting, in accordance with the design details in the final approved construction drawings received by the District on October 12, 2004 and information submitted in support of the application .

14. The Permittee shall commence construction of the mitigation areas within 30 days of wetland impacts, if wetland impacts occur between February 1 and August 31. If wetland impacts occur between September 1 and January 31, construction of the mitigation areas shall commence by March 1. In either case, construction of the mitigation areas shall be completed within 120 days of the commencement date unless a time extension is approved in writing by the District.

15. The construction of all wetland impacts and wetland mitigation shall be supervised by a qualified environmental scientist/specialist/consultant. The Permittee shall identify, in writing, the environmental professional retained for construction oversight prior to initial clearing and grading activities.

16. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance.

17. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:

A. wetland boundaries
B. wetland buffers
C. limits of approved wetland impacts
D. construction access for all mitigation areas

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

18. All wetland boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District.

19. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted surface water management system, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the Statement of Completion and Request for Transfer to Operation Entity Form, and prior to beneficial occupancy or use of the site. The plat shall include the locations and limits of the following:

A. all wetlands
B. all mitigation areas
C. all conservation easement areas

20. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Bartow Regulation Department Service Office:

A. homeowners, property owners, master association or condominium association articles of incorporation, and

B. declaration of protective covenants, deed restrictions or declaration of condominium.

The Permittee shall submit these documents either: (1) within 180 days after beginning construction or with the Statement of Completion and as-built construction plans if construction is

completed prior to 180 days, or (2) prior to any lot or unit sales within the project served by the surface water management system, whichever occurs first.

21. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

    For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.

22. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Surface Water Regulation Manager, Bartow Service Office.

23. For dry bottom retention systems, the retention areas shall become dry within 72 hours after a rainfall event. If a retention area is regularly wet, this situation shall be deemed to be a violation of this permit.

24. For the areas shown on the construction drawings as future development (i.e., residential phases, club house, commercial etc.), a permit modification shall be obtained for any construction in these areas. As a requirement of the permit modification for these areas, the Permittee shall submit a Statement of Completion and as-built drawings.

25. The Permittee shall execute the final draft financial responsibility instrument approved by the District prior to initiating activities authorized by this permit. The final draft financial responsibility instrument shall be consistent with the draft instrument submitted with the permit application and approved by this permit.

26. The Permittee shall submit the original executed financial responsibility instrument to the District at the address below:

    Southwest Florida Water Management District
    Finance Department, attention of the Finance Director
    2379 Broad Street
    Brooksville, Florida 34604-6899

27. The Permittee shall provide the financial responsibility required by Rule 40D-4.301(1)(j), Florida Administrative Code until the District determines that the specific success criteria contained in this permit have been met; or the District approves a request to transfer the permit to a new owner and receives an acceptable substitute financial responsibility mechanism from the new owner.

28. The Permittee may request, in writing, a release from the obligation to maintain certain amounts of the financial assurance required by this permit as phases of the mitigation plan are successfully completed. The request shall include documentation that the mitigation phase or phases have been completed and payment for their completion has been made. Following the District's verification that the phase or phases have been completed in accordance with the mitigation plan, the District will authorize release from the applicable portion of the financial assurance obligation.

29. The District will notify the Permittee within 30 days of its determination that the specific success criteria contained in this permit have been met. Concurrent with this notification, the District will authorize, in writing, the appropriate entity to cancel or terminate the financial responsibility instrument.

30. The Permittee's failure to comply with the terms and conditions of this permit pertaining to the successful completion of all mitigation activities in accordance with the mitigation plan shall be

deemed a violation of Chapter 40D-4, Florida Administrative Code. In addition to other remedies that the District may have, the District may draw upon the financial responsibility instrument for any funds necessary to remedy a violation, upon such notice to the Permittee as may be specified in the financial responsibility instrument or if none, upon reasonable notice.

31. The Permittee shall notify the District by certified mail within 10 days of the commencement of a voluntary or involuntary proceeding:

A. To dissolve the Permittee;
B. To place the Permittee into receivership;
C. For entry of an order for relief against the Permittee under Title XI (Bankruptcy), U.S. Code.
D. To assign of the Permittee's assets for the benefit of its creditors under Chapter 727, Florida Statutes.

32. In the event of bankruptcy or insolvency of the issuing institution; or the suspension or revocation of the authority of the issuing institution to issue letters of credit or performance bonds, the Permittee shall be deemed without the required financial assurance and shall have 60 days to reestablish the financial assurance required by Rule 40D-4.301(1)(j), Florida Administrative Code.

33. The final title insurance policy, in the amount and under the terms approved, must be submitted before April 18, 2005, and prior to initiating any activities authorized by this permit. Specifically, the final title insurance policy must conform with Chicago Title Insurance Company, Title Commitment No. 104, effective date of October 18, 2004, and submitted to the District on November 22, 2004. No construction other than what is authorized by the Incidental Site Activities permit may take place until the District confirms compliance with the terms of this condition.

34. A buffer, 15 feet wide, planted with *Pinus elliottii* (Slash Pine), *Myrica cerifera* (Wax Myrtle), and *Spartina bakeri* (Sand Cord Grass) shall be installed around the perimeter of WC-1 up to the southern property boundary as detailed in the approved construction plan set on sheet 30, entitled "Wetland Mitigation Area WC#1" submitted to the District on October 12, 2004.

35. A buffer, approximately 10 feet wide, planted with *Pinus elliottii* (Slash Pine), *Myrica cerifera* (Wax Myrtle), and *Spartina bakeri* (Sand Cord Grass) shall be installed in the permitted location adjacent to WC-2 as detailed in the approved construction plan set on sheet 26, entitled "Wetland Mitigation Area WC#2" submitted to the District on October 12, 2004.

36. The Permittee shall submit the executed conservation easement, as recorded in the County Public Records, to the District prior to expiration of the title commitment or prior to the beginning of authorized construction that will cause adverse impacts to wetlands or other surface waters, whichever occurs first. Conservation easements shall identify the District as the grantee and shall cover the following areas: Lake Hart Area and Reeves Lake Area. The Permittee shall receive approval from the District for any proposal to modify the conservation easement prior to conducting any activity prohibited by the terms of the conservation easement.

37. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation area.

38. The District has requested that the Department of Environmental Protection's Recurring Revenue Section of the Bureau of Land Administration prepare the Standard Lease instrument. Construction on sovereign submerged lands shall not begin until this instrument has been executed to the satisfaction of the District.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

PROPRIETARY GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "B" are hereby incorporated by reference and the Permittee shall comply with them.

Authorized Signature

EXHIBIT "A"

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

3. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:

   a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.

   b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.

4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.

6. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.

7. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.

8. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.

9. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.

10. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:

    a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
    b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
    c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.

11. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.

12. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.

13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.

14. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.

15. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.

16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.

17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.

18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.

19. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.

20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.

21. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.

22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.

23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.

24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.

25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

EXHIBIT "B"

1. Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

2. Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.

4. Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

5. Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

6. Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

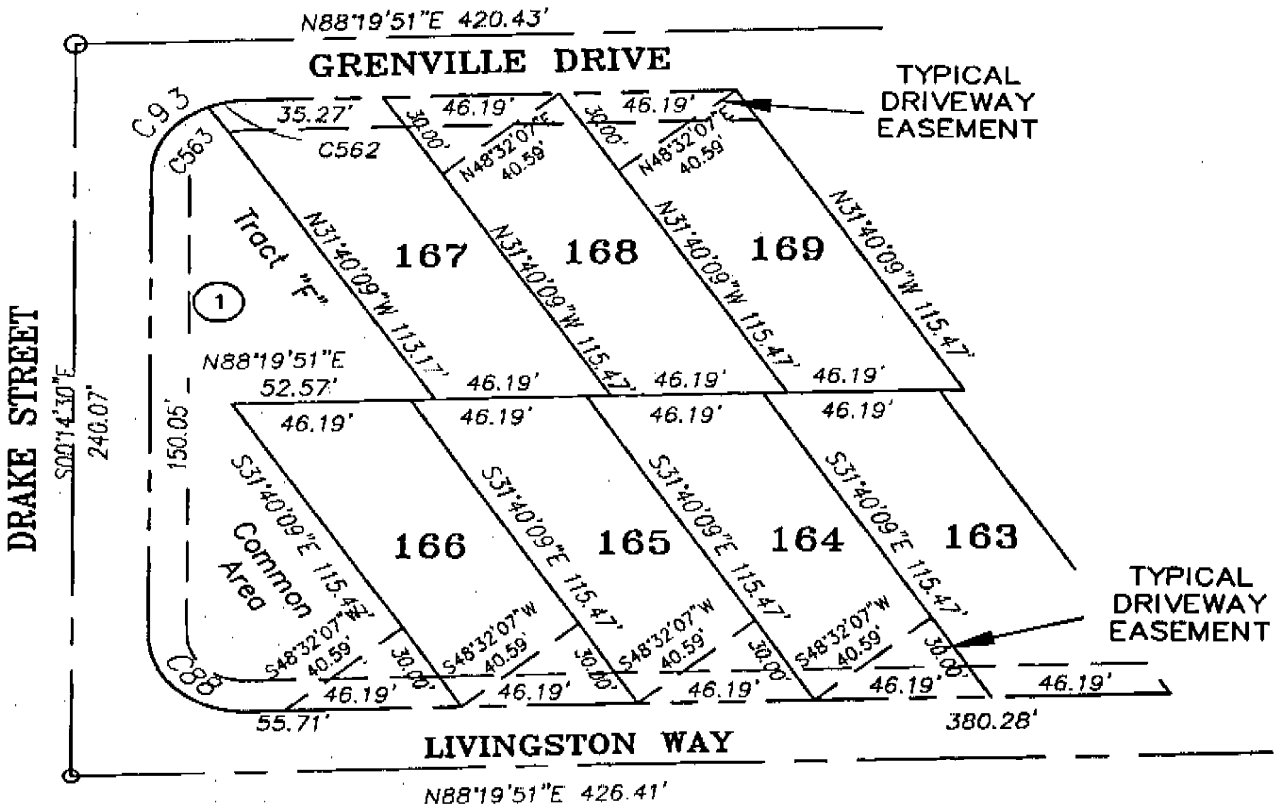
7. Structures or activities shall not create a navigational hazard.

8. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

9. Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(f), F.A.C., or any other applicable law.

EXHIBIT 6

ILLUSTRATION OF SIDE YARD AND DRIVEWAY EASEMENTS



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RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
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RECORDED BY T Tierney

R- Prepared By & Return To:
Russell K. Dickson, Jr.
Fisher, Rushmer, Werrenrath,
Dickson, Talley & Dunlap, P.A.
20 N. Orange Avenue
P.O. Box 712
Orlando, FL 32802-0712
File No.: 338-399
Recording: $

FIRST AMENDMENT TO THE DECLARATION FOR TRADITIONS AT WINTER HAVEN

This First Amendment to the Declaration for Traditions at Winter Haven (the "First Amendment") is made by Ruby Lake Development, LLC, a Florida limited liability company ("**Ruby Lake**"), joined in by Traditions at Winter Haven Homeowners Association, Inc., a Florida not-for-profit corporation ("**Association**"), Lennar Homes, Inc., a Florida corporation ("**Lennar**"), and Wachovia Bank ("**Wachovia**").

1. Ruby Lake recorded that certain Declaration for Traditions at Winter Haven in Official Records Book 6425, Page 1030, in the Public Records of Polk County, Florida (the "Declaration") regarding that certain real property which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. The Declaration was joined in by the Association and Lennar.

2. The Declaration was also joined in by SunTrust pursuant to the certain Joinder, Consent and Subordination of Mortgageee, dated November 30, 2005 and recorded on January 13, 2006, in Official Records Book 6587, Page 1663, of the Public Records of Polk County, Florida. Wachovia has subsequently replaced SunTrust as Mortgagee, pursuant to that certain Amended and Restated Mortgage, Assignment of Rents and Security Agreement dated June 13, 2006 and recorded on June 21, 2006 in Official Records Book 6834, Page 2242, of the Public Records of Polk County, Florida.

3. Ruby Lake desires to make certain modifications to the Declaration as hereinafter set forth.

4. This First Amendment is a covenant running with all of the land, and each present and future owner of interest therein and their heirs, successors and assigns are hereby subject to this First Amendment.

NOW, THEREFORE, the following changes are hereby made to the Declaration:

I. Ruby Lake hereby declares that the following paragraph is amended as follows:

2. Definitions.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas including, without limitation, all of the costs of ownership; operating; administration; all amounts payable by Association; all amounts payable in connection with any private street lighting agreement between Association and FPL; all amounts payable in connection with the operating and maintenance of any lift stations; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; Access Control Systems; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; painting; replacements; refurbishments;

common area landscape maintenance; all costs necessary for monitoring and maintaining any wetland mitigation area(s) each year until SWFWMD determines that the area(s) is successful in accordance with the Environmental Resource Permit #43027329.000 and any and all of the costs relating to the discharge of the obligations hereunder and/or under the Club Plan, or as determined to be a part of the Operating Costs by the Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration and/or the Club Plan.

All other provisions of the Declaration not specifically modified herein shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned, being Ruby Lake Development, LLC, a Florida limited liability company, has hereunto set its hand and seal this 20th day of November, 2006.

Witnesses:

Witness: Elizabeth A. Stalvey

Witness: PATRICIA C. TASE

RUBY LAKE DEVELOPMENT, LLC,
a Florida limited liability company

By: SMD DEVELOPMENT, INC.,
a Florida corporation
Its: Manager

By: Steven M. Dill
Its: President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20th day of November, 2006, by STEVEN M. DILL, President of SMD Development, Inc., a Florida corporation, which is the Manager of Ruby Lake Development, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Notary Public

(Notary Stamp)

Notary Public State of Florida
Elizabeth A Stalvey
My Commission DD554432
Expires 07/26/2010

JOINDER

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC.

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC. ("**Association**") does hereby join in the First Amendment to the Declaration for Traditions at Winter Haven (the "First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience only and does not apply to the effectiveness of the First Amendment as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 17th day of November, 2006.

Witnesses:

Witness: Sandra L. Zander

Witness: Sandi J. Kracht

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: Tony M. Benge, Jr.
Its: President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17th day of November, 2006, by Tony M. Benge, Jr., as President of Traditions at Winter Haven Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Notary Public

(Notary Stamp)

Notary Public State of Florida
Sandi J Kracht
My Commission DD516546
Expires 10/23/2009

JOINDER

LENNAR HOMES, INC., A FLORIDA CORPORATION

LENNAR HOMES, INC., a Florida corporation ("**Lennar**") does hereby join in the First Amendment to the Declaration for Traditions at Winter Haven (the "First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Lennar agrees that this Joinder is for convenience only and does not apply to the effectiveness of the First Amendment as Lennar has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 6th day of Dec., 2006.

Witnesses:

Amelyn Regis
Witness:

Katrina A. Gleeson
Witness: Katrina A. Gleeson

LENNAR HOMES, INC., a Florida corporation

By: Christine Sodermark
Its: Executive Vice-President, Land Division

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6th day of Dec, 2006, by Christine Sodermark as Executive Vice-President, Land Division of Lennar Homes, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

Mary Hoag
Notary Public
Mary Hoag

(Notary Stamp)

MARY HOAG
MY COMMISSION # DD512911
EXPIRES: January 31, 2010
1-800-3-NOTARY
FL Notary Discount Assoc. Co.

JOINDER

WACHOVIA BANK

WACHOVIA BANK ("**Wachovia**") does hereby join in the First Amendment to the Declaration of Traditions at Winter Haven (the "First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Wachovia agrees that this Joinder is for convenience only and does not apply to the effectiveness of the First Amendment as Wachovia has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 17TH day of NOVEMBER, 2006.

Witnesses:

Wanda F. Moore
Printed Name: WANDA F. MOORE

Kerri Mauchir
Printed Name: Kerri Mauchir

Wachovia Bank

By: Maria Jaramillo
Its: Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17TH day of NOVEMBER, 2006, by MARIA JARAMILLO, as VICE PRESIDENT of Wachovia Bank, a national banking association, on behalf of the company. She is personally known to me or has produced _____ as identification.

Wanda F. Moore
Notary Public

(Notary Stamp)

Wanda F Moore
My Commission DD304985
Expires May 30, 2008

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 246, Tracts A through Q, X, Y, Z, AA, BB and CC, as shown on the Plat of Traditions, Phase I, recorded in Plat Book 131, Pages 47 through 54, of the Public Records of Polk County, Florida.

INSTR # 2007098488
BK 07278 PGS 1890-1895 PG(s)6
RECORDED 05/09/2007 09:40:33 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 52.50
RECORDED BY S Wiggins

FISHER RUSHMER LAW FIRM
20 NORTH ORANGE AVENUE STE 1100
ORLANDO, FL 32801

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

ASIMA M. AZAM, ESQUIRE
Divine & Estes, P.A.
Post Office Box 3629
Orlando, Florida 32802-3629

SECOND AMENDMENT TO DECLARATION FOR TRADITIONS AT WINTER HAVEN

THIS SECOND AMENDMENT TO DECLARATION FOR TRADITIONS AT WINTER HAVEN ("**Second Amendment**") is made by Ruby Lake Development, LLC, a Florida limited liability company ("**Ruby Lake**") and joined by Traditions at Winter Haven Homeowner's Association, Inc. a Florida not-for-profit corporation ("**Association**").

RECITALS

A. Ruby Lake recorded the Declaration for Traditions at Winter Haven in Official Records Book 6425, at Page 1030 of the Public Records of Polk County, Florida (the "**Declaration**"), respecting the community known as Traditions at Winter Haven.

B. Section 5.1 of the Declaration provides that Ruby Lake, as Developer, may make additional lands part of the Traditions at Winter Haven and to subject the additional property to the provisions of the Declaration and the jurisdiction of the Association, in its sole discretion, by the recording of an amendment to the Declaration in the Public Records prior to the Turnover Date, which date has not yet occurred. Section 5.1 further provides that the amendment may contain additions to, modifications of, or omissions from the covenants conditions and restrictions contained in the Declaration as deemed appropriate by the Developer and as may be necessary to reflect the different character, if any of the annexed lands.

C. Ruby Lake desires to annex the additional property comprising Traditions, Phase 2, particularly described in Exhibit A ("**Phase 2**"), into the Traditions at Winter Haven community and to be subject to the provisions of the Declaration and the jurisdiction of the Association.

D. Ruby Lake further desires to amend the Declaration to provide for Reciprocal Side Yard and Driveway Easements as to certain Lots within Phase 2 as more particularly described herein

E. Ruby Lake wishes to amend the Declaration as set forth herein.

NOW THEREFORE, Ruby Lake hereby declares that every portion of Traditions, Phase 2, is to be held, transferred, sold, conveyed, used and occupied to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and from a part of this First Amendment.

2. Conflicts. In the event that there is a conflict between this Second Amendment and the Declaration, this Second Amendment shall control. Whenever possible, the Declaration, and this Second Amendment shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Capitalized Terms. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration. The defined term "Declaration" is hereby modified as follows:

> "**Declaration**" shall mean the Original Declaration and this Second Amendment together with all amendments and modifications thereof.
>
> "**Phase 2**" shall mean Traditions, Phase 2, as recorded in Plat Book 141, Page 37 in the Public records of Polk County, Florida.

4. Annexation. The real property described in **Exhibit "A"** attached hereto is hereby annexed into and made a part of the real property described in **Exhibit 1** of the Declaration, and as such, is part of the Traditions at Winter Haven community and is subject to the provisions of the Declaration and the jurisdiction of the Association.

5. Amendment to Article 13.5, Reciprocal Easements, Section 13.5.1, Side Yard Easements.

Article 13.5, Reciprocal Easements, Section 13.5.1, Side Yard Easements, Subsection, 13.5.1.3, Lots affected by the Side Yard Easement, Sub-Subsection 13.5.1.3.1, is hereby amended and modified to provide as follows:

13.5.1.3.1 The following Lots are both burdened and benefited by Side Yard Easements: Lots 111 through 119, inclusive, 122 through 129, inclusive, 131 through 143, inclusive, 145 through 151, inclusive, 154 through 165, inclusive, and 168 through 177, inclusive, all in Phase 1; and Lots 207 through 235, inclusive, Lot 237, and Lot 240 through 254 inclusive, all in Phase 2. The Fence Easement shown on the Common Area adjacent to Lot 254 is intended to be a Side Yard Easement as defined in the Declaration.

6. Amendment to Article 13.5, Reciprocal Easements, Section 13.5.1, Side Yard Easements.

Article 13.5, Reciprocal Easements, Section 13.5.1, Side Yard Easements, Subsection, 13.5.1.3, Lots affected by the Side Yard Easement, Sub-Subsection 13.5.1.3.2, is hereby amended and modified to provide as follows:

13.5.1.3.1.2 The following Lots are burdened but not benefited by Side Yard Easements: Lots 130, 153, and 167, inclusive, all in Phase 1 ; and Lot 236 in Phase 2.

7. Amendment to Article 13.5, Reciprocal Easements, Section 13.5.1, Side Yard Easements.

Article 13.5, Reciprocal Easements, Section 13.5.1, Side Yard Easements, Subsection, 13.5.1.3, Lots affected by the Side Yard Easement, Sub-Subsection 13.5.1.3.3, is hereby amended and modified to provide as follows:

13.5.1.3.1.3 The following Lots are benefited but not burdened by Side Yard Easements: Lots 110, 121, 144, 152, and 166, all in Phase 1; and Lots 238 and 239 in Phase 2.

8. Amendment to Article 13.5, Reciprocal Easements, Section 13.5.1, Side Yard Easements.

Article 13.5, Reciprocal Easements, Section 13.5.1, Side Yard Easements, Subsection, 13.5.1.3, Lots affected by the Side Yard Easement, Sub-Subsection 13.5.1.3.4, is hereby amended and modified to provide as follows:

13.5.1.3.1.4 The following Lots are neither benefited nor burdened by Side Yard Easements: Lots 1 through 109, inclusive and 179 through 246, inclusive, all in Phase 1; and Lots 1 through 206 inclusive, and Lots 255 through 284, inclusive, all in Phase 2.

9. Amendment to Article 13.5, Reciprocal Easements, Section 13.5.2, Driveway Easements.

Article 13.5, Reciprocal Easements, Section 13.5.2, Driveway Easements, Subsection, 13.5.2.3, Lots affected by Driveway Easement, Sub-Subsection 13.5.2.3.1, is hereby amended and modified to provide as follows:

13.5.2.3.1 The following Lots are both burdened and benefited by Driveway Easements: Lots 111 through 119, inclusive, 122 through 129, inclusive, 131 through 143, inclusive, 145 through 151, inclusive, 153 through 165, inclusive and 168 through 177, inclusive, all in Phase 1; and Lots 207 through 235, inclusive, Lots 237 through 253, inclusive, all in Phase 2.

10. Amendment to Article 13.5, Reciprocal Easements, Section 13.5.2, Driveway Easements.

Article 13.5, Reciprocal Easements, Section 13.5.2, Driveway Easements, Subsection, 13.5.2.3, Lots affected by Driveway Easement, Sub-Subsection 13.5.2.3.3, is hereby amended and modified to provide as follows:

13.5.2.3.3 The following Lots are benefited but not burdened by Driveway Easements: Lots 120, 130, 153, and 167 in Phase 1; and Lots 236 and 254 in Phase 2.

11. Amendment to Article 13.5, Reciprocal Easements, Section 13.5.2, Driveway Easements.

Article 13.5, Reciprocal Easements, Section 13.5.2, Driveway Easements, Subsection, 13.5.2.3, Lots affected by Driveway Easement, Sub-Subsection 13.5.2.3.4, is hereby amended and modified to provide as follows:

13.5.2.3.4 The following Lots are neither benefited nor burdened by Driveway Easements: Lots 1 through 109, inclusive and 179 through 246, inclusive. all in Phase 1; and Lots 1 through 206 inclusive, and Lots 255 through 284, inclusive, all in Phase 2.

13. Covenant Running with Traditions at Winter Haven Neighborhood. This First Amendment is a covenant running with the Traditions at Winter Haven Neighborhood and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this First Amendment.

IN WITNESS WHEREOF, the undersigned being Developer and under the Declaration, has hereunto set its hand and seal this 3rd day of May, 2007.

Witnesses:

"Ruby Lake"

RUBY LAKE DEVELOPMENT, LLC
a Florida limited liability company
BY ITS MANAGER:
SMD DEVELOPMENT, INC.
a Florida corporation

Witness Signature: Sandi J. Kracht
Print Witness Name: Sandi J. Kracht

By: _____
Steven M. Dill
As its: President

Witness Signature: Lydia G Burt
Print Witness Name: Lydia G. Burt

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 3rd day of May, 2007, by **Steven M. Dill as President of SMD Development, Inc.**, a Florida corporation, as the **Manager of Ruby Lake Development, LLC**, a Florida limited liability company, who (X) is personally known to me or (____) produced a driver's license as identification.

Notary Public State of Florida
Sandi J Kracht
My Commission DD616546
Expires 10/23/2009

Sandi J. Kracht
NOTARY PUBLIC
Print Name:
My Commission Expires:
Commission #:

JOINDER

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC.

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC. ("**Association**") does hereby join in the Second Amendment to Declaration for Traditions at Winter Haven (the "**Second Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience only and does not apply to the effectiveness of the Second Amendment as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 3rd day of May, 2007.

WITNESSES:

Lydia G Burt
Print Name: Lydia G Burt

Sandi J. Kracht
Print Name: Sandi J. Kracht

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
Name Tony M. Benge
:
Title: President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY)
OF Orange

The foregoing instrument was acknowledged before me this 3rd day of May, 2007 by **Tony M. Benge** as **President** of **Traditions At Winter Haven Homeowners Association, Inc.**, a Florida not-for-profit corporation, who [X] is personally known to me or [ ] produced _____ as identification on behalf of the corporation.

My commission expires:

Sandi J. Kracht
NOTARY PUBLIC, State of Florida at Large
Print
Name Sandi J. Kracht

Notary Public State of Florida
Sandi J Kracht
My Commission DD616546
Expires 10/23/2009

5

EXHIBIT A

PROPERTY DESCRIPTION

All of the property shown on TRADITIONS PHASE 2, according to the Plat thereof, as recorded in Plat Book 141 at Page 37 of the Public Records of Polk County, Florida.

INSTR # 2013187402
BK 09083 PGS 1540-1551 PG(s)12
RECORDED 10/09/2013 08:40:27 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 103.50
RECORDED BY M Mathis

PREPARED BY AND RETURN TO:

Michael A. Ryan, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801-2028
(407) 843-4600

----------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA----------

THIRD AMENDMENT TO DECLARATION FOR TRADITIONS AT WINTER HAVEN

THIS THIRD AMENDMENT TO DECLARATION FOR TRADITIONS AT WINTER HAVEN (this "**Third Amendment**") is made by REDUS FL PROPERTIES, LLC, a Delaware limited liability company (the "**Developer**") and joined in by the TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

RECITALS

A. By virtue of the Assignment of Developer's Rights, recorded in OR Book 8847, Page 908, Public Records of Polk County, Florida, Redus FL Properties, LLC, a Delaware limited liability company has succeeded to the rights of the "Developer" under that certain Declaration for Traditions at Winter Haven, recorded in OR Book 6425, Page 1030, Public Records of Polk County, Florida (the "**Original Declaration**"), as amended by the First Amendment to Declaration for Traditions at Winter Haven, recorded in OR Book 7101, Page 363, Public Records of Polk County, Florida (the "**First Amendment**") and by that certain Second Amendment Declaration for Traditions at Winter Haven, recorded in OR Book 7278, Page 1890, Public Records of Polk County, Florida (the "**Second Amendment**"). The Original Declaration, together with the First Amendment and Second Amendment shall be referred to as the "**Declaration**."

B. Section 4.3 of the Declaration provides that prior to the Turnover Date, Developer shall have the right to amend the Declaration without the joinder or consent of any person or entity whatsoever.

C. The Turnover Date has not occurred and the Developer desires to amend the Declaration in the manner and for the purposes set forth below.

NOW THEREFORE, Developer hereby declares that every portion of TRADITIONS AT WINTER HAVEN is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Words in the following text which are lined through (~~———~~) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, except as amended hereby. In the event that there is a conflict between this

Third Amendment and the Declaration, this Third Amendment shall control. Whenever possible, this Third Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

2. "Club Owner," as defined in Section 2 of the Declaration, is hereby amended as follows:

> "**Club Owner**" shall mean the owner of the Club, its successors and assigns. Presently, the Club Owner is ~~Ruby Lake~~ Lennar Homes, LLC, a Florida limited liability company ("**Lennar**").

3. Section 4.1 of the Declaration is hereby amended as follows:

> 4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer, or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which consent may be withheld for any reason whatsoever. Further, no amendment to this Declaration shall be hereafter adopted which materially and adversely affects Lennar's ability to develop, sell, market, and construct those Lots and Homes which are owned by Lennar; provided however that (i) any amendment adopted shall be effective and enforceable, whether or not claimed by Lennar to have a material and adverse effect, unless and until a Court of competent jurisdiction determines that the amendment violates the restriction set forth in this sentence, and (ii) an amendment which provides for rights, privileges or benefits to a Builder other than Lennar shall not be deemed to have a material and adverse effect on Lennar merely because Lennar is not similarly benefitted. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 10.10.2 which benefits the SWFWMD. No amendment shall be effective until it is recorded in the Public Records. The foregoing restrictions shall not apply to any amendment which effects a withdrawal of all or any portion of the Phase 3 Property as described in Section 5.3 below.

4. Section 5.3 of the Declaration is hereby amended by the addition and inclusion at the end of said Section 5.3 of the following language:

> Without limiting the foregoing, Developer may unilaterally record in the Public Records of Polk County, Florida, from time to time, an amendment to this Declaration withdrawing from the provisions and applicability of the Club Plan all or any portion of the Phase 3 Property as more particularly described in **Exhibit 5.3** (the "**Phase 3 Release**"). Developer may file the Phase 3 Release at any time, so long as Developer simultaneously records a restriction in the Public Records of Polk County, Florida, which restricts for the benefit of the Club Owner the development of any single-family housing on the portion of the Phase 3 Property described in the Phase 3 Release (the "**Restriction**"), which Restriction shall automatically terminate by its terms on the

twentieth (20th) anniversary of the date such Restriction is recorded among the Public Records of Polk County, Florida. The Restriction shall be specifically enforceable by the Club Owner and may be released or modified from time to time by the Club Owner and owner of the Phase 3 Property. Developer will deliver to Club Owner a copy of each recorded Phase 3 Release and Restriction within fifteen (15) days after recordation. Upon recordation of a Phase 3 Release and Restriction as described in this Section 5.3, the portion of the Phase 3 Property that is described in the Phase 3 Release and Restriction shall be released from and no longer subject to the Club Plan nor to any of its obligations, nor entitled to the benefits of the Club Plan. Notwithstanding the foregoing to the contrary, if ever an owner of the Phase 3 Property or any portion thereof determines that it wishes the Restriction to be released so that it may develop single family houses on all or any portion of Phase 3 Property, the Club Owner will execute and deliver to a requesting owner a release of the Restriction as to the area requested by such owner, in recordable form and without condition (the **"Restriction Release"**), provided that (a) such owner executes and delivers to the Club Owner a recordable instrument, in recordable form, that operates to reinstate and reimpose the Club Plan as to the area requested to be released (the **"Reinstatement Document"**), and (b) such owner delivers to the Club Owner a recordable joinder in the Reinstatement Document that is executed by the holder of each mortgage or lien encumbering the area which is to be released, and (c) such owner delivers to the Club Owner both an affidavit of the owner and a title report from a national title company evidencing that the owner is the owner of the area to be released free and clear of all mortgages and liens other than those whose joinders are attached to the Reinstatement Document. The Club Owner will deliver the Restriction Release within fifteen (15) days after the owner has delivered to Club Owner (or to Club Owner's attorney in escrow) all of the items required in the preceding clauses a, b and c.

5. Section 7.3 of the Declaration is hereby amended as follows:

7.3 Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner (or his or her Lessee, if applicable) shall become a member of Association. In addition to the foregoing, upon acceptance of title to a Lot or Home, each Builder shall be a member of the Association with respect to each Lot or Home. Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home, except that for Builders, Membership shall be an appurtenance to and may not be separated from the ownership of a Home or Lot. Club Owner and Developer shall each be a member of Association as set forth herein and in the By-Laws.

6. Section 14 of the Declaration is hereby amended by the addition and inclusion at the end of said Section 14 of the following language:

Notwithstanding anything in this Declaration or the Club Plan to the contrary, including any statement in the Club Plan that may be interpreted to be in conflict with the following provisions of this Section 14:

(a) The Club Plan as attached to this Declaration and as separately recorded shall not require, and without Developer's express written consent shall never be amended to require, that Developer or any Builder or Owner that is a successor in title to Developer pay Club Membership Fees, as that term is described in the Club Plan, or any other periodic or special fees or charges under the Club Plan, that are greater than the Club Membership Fees, periodic or special fees or charges charged to other Owners. Developer and any successor Builder and Owner shall have the right to object and to refuse to pay, any fee or charge that is greater than a fee or charge that any other Owner is required to pay under the Club Plan.

(b) Upon demand, Club Owner will deliver to Developer a certificate confirming the amount of Club Membership Fees and other fees and charges, assessed against each Owner that is subject to the Club Plan.

(c) The First Amendment to the Club Plan, which purported to impose an increased amount of Club Membership Fee on certain lots and not on others, is null and void and of no further force or effect.

(d) No other amendment to the Club Plan shall be adopted, nor any rules or regulations under the Club Plan implemented, which is discriminatory against the Developer or any Builder or Owner that is a successor in title to Developer.

7. Section 15.11 of the Declaration is hereby amended as follows:

15.11 Initial Capital Contribution. The first Owner of each Home, at the time of closing of the conveyance from Builder to the home purchaser, shall pay to Developer an initial capital contribution in the amount equal to four (4) months' Assessments (the "**Initial Capital Contribution**"). The funds derived from the Initial Capital Contributions shall be used at the discretion of Developer for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. ~~Developer may waive this requirement for some Lots and Homes, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the Initial Capital Contribution upon the subsequent sale of each Lot and Home to an end purchaser.~~

8. The By-Laws attached as **Exhibit 3** to the Declaration are hereby amended as set forth in **Schedule A** attached hereto.

9. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

10. This Third Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Polk County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned being the Developer, has caused this Third Amendment to be executed by its duly authorized officers and affixed its corporate seal.

WITNESSES:

Jill Tant
Print Name: Jill Tant

Susan G. Moore
Print Name: Susan G. Moore

"DEVELOPER"

REDUS FL PROPERTIES, LLC, a Delaware limited liability company

By: _____
Name: NICK SARTORI
Title: VICE PRESIDENT
Date: 10/1/13

[Company Seal]

STATE OF Florida)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 1 day of October, 2013, by Nick Sartori, as Vice President of REDUS FL PROPERTIES, LLC, a Delaware limited liability company. He/She [is personally known to me] [has produced _____ as identification].

My commission expires:

Susan G. Moore
NOTARY PUBLIC, State of Florida at Large
Print Name: SUSAN G. MOORE
Notary Public, State of Florida
My Comm. Expires Jan. 26, 2015
Commission No. EE 39844

0001010\156832\1530384v4

Exhibit 5.3 · Legal Description of Phase 3 Property

LEGAL DESCRIPTION:

A portion of the Plat of Traditions Phase 1 as recorded in Plat Book 131, pages 47-54 of the public records of Polk County, Florida, being in Sections 13 & 24, Township 29 South, Range 26 East, Polk County, Florida, described as follows:

Begin at the southeast corner of said Section 13 also being the southeast corner of the plat boundary of said Traditions Phase 1; thence S 88°52'50" W along said plat boundary a distance of 1332.38 feet; thence S 88°52'47" W along said plat boundary a distance of 886.52 feet; thence S 88°52'49" W along said plat boundary a distance of 1227.44 feet; thence southwesterly along the water's edge of Hart Lake and said plat boundary a distance of 680 feet, more or less, (having a closing bearing of S 60°13'10" W a distance of 609.64 feet) to the southwest corner of said plat of Traditions Phase 1; thence N 00°41'00" W along said plat boundary a distance of 292.41 feet; thence N 00°04'59" W along said plat boundary a distance of 1266.42 feet to the south right of way of Caen Lake Road as recorded in Official Records Book 7743, page 2259 of the public records of Polk County, Florida; thence S 89°56'41" E along said right of way a distance of 727.93 feet; thence S 00°03'19" W along said right of way line a distance of 20.00 feet; thence S 89°56'41" E along said right of way line and the easterly extension of said south right of way line a distance of 871.18 feet to the intersection with the SWFWMD Jurisdictional Wetland line as shown on said plat of Traditions Phase 1; thence along said wetland line for the following 27 courses; (1) N 20°47'46" E a distance of 18.23 feet; (2) N 23°08'58" E a distance of 30.57 feet; (3) N 40°22'35" E a distance of 30.78 feet; (4) N 51°27'06" E a distance of 38.89 feet; (5) N 58°19'54" E a distance of 31.45 feet; (6) N 06°36'33" E a distance of 16.14 feet; (7) N 41°09'40" E a distance of 13.90 feet; (8) N 57°03'02" E a distance of 14.53 feet; (9) S 81°51'50" E a distance of 29.52 feet; (10) S 82°59'25" E a distance of 28.14 feet; (11) N 05°17'46" W a distance of 33.02 feet; (12) N 72°01'30" E a distance of 30.45 feet; (13) N 42°53'16" E a distance of 29.63 feet; (14) N 22°20'55" W a distance of 18.34 feet; (15) N 74°33'38" W a distance of 23.17 feet; (16) N 30°50'01" E a distance of 31.79 feet; (17) N 03°17'53" E a distance of 35.31 feet; (18) S 52°03'31" E a distance of 27.61 feet; (19) S 44°12'12" E a distance of 40.08 feet; (20) S 13°12'38" E a distance of 43.68 feet; (21) S 21°14'40" E a distance of 17.33 feet; (22) S 24°27'06" E a distance of 57.84 feet; (23) S 02°04'19" W a distance of 27.94 feet; (24) S 20°10'28" E a distance of 55.97 feet; (25) S 00°35'57" W a distance of 68.20 feet; (26) S 18°14'52" E a distance of 79.80 feet; (27) S 08°22'14" E a distance of 62.67 feet; thence N 89°50'59" E a distance of 706.66 feet to a point on the plat boundary of said Traditions Phase 1; thence S 00°04'27" E along said plat boundary a distance of 570.02 feet; thence N 89°51'36" E along said plat boundary a distance of 600.18 feet; thence N 00°10'20" E along said plat boundary a distance of 53.26 feet; thence N 89°51'36" E along said plat boundary a distance of 731.71 feet; thence S 00°04'45" E along said plat boundary a distance of 498.28 feet to the Point of Beginning.

LESS AND EXCEPT:

A portion of the Plat of Traditions Phase 1 as recorded in Plat Book 131, pages 47-54 of the public records of Polk County, Florida, being in Section 13, Township 29 South, Range 26 East, Polk County, Florida, described as follows:

Commence at the southeast corner of said Section 13 also being the southeast corner of the plat boundary of said Traditions Phase 1; thence S 88°52'50" W, along the south boundary of said plat, a distance of 604.18 feet to the intersection with the SWFWMD Jurisdictional Wetland line as shown on said plat of Traditions Phase 1 and the Point of Beginning; thence continue S 88°52'50" W, along said south plat boundary, a distance of 718.90 feet to the intersection with said SWFWMD Jurisdictional Wetland line; thence along said SWFWMD Jurisdictional Wetland line the following eleven (11) courses: (1) N 00°17'30" W, a distance of 108.37 feet; (2) N 28°52'50" E, a distance of 154.89 feet to the beginning of a curve concave to the southeast having a radius of 65.00 feet; (3) Northeasterly along said curve to the right through a central angle of 60°00'00", an arc distance of 68.08 feet (CH=65.00 feet, CB=N 58°52'50" E); (4) N 88°52'50" E, a distance of 31.18 feet; (5) N 28°52'50" E, a distance of 115.46 feet; (6) N 88°52'50" E, a distance of 258.72 feet to the beginning of a concave to the south having a radius of 464.97 feet; (7) Easterly along said curve to the right through a central angle of 14°06'38", an arc distance of 114.51 feet (CH=114.22 feet, CB=S 84°03'51" E) to a point of reverse curvature of a curve concave to the north having a radius of 534.97 feet; (8) Easterly along said curve to the left through a central angle of 07°11'27", an arc distance of 67.14 feet (CH=67.10 feet, CB=S 80°36'15" E) to a point of reverse curvature of a curve concave to the southwest having a radius of 20.00 feet; (9) Southeasterly along said curve to the right through a central angle of 84°12'30", an arc distance of 29.39 feet (CH=26.82 feet, CB=S 42°05'44" E); (10) S 00°00'31" W, a distance of 76.84 feet; (11) S 10°16'35" E, a distance of 254.90 feet to the Point of Beginning.

Contains 85.21 Acres

TOGETHER WITH:

A portion of the Plat of Traditions Phase 1 as recorded in Plat Book 131, pages 47-54 of the public records of Polk County, Florida, being in Section 13, Township 29 South, Range 26 East, Polk County, Florida, described as follows:

Commence at the southeast corner of said Section 13 also being the southeast corner of the plat boundary of said Traditions Phase 1; thence N 00°04'45" W along the east plat boundary of said Traditions Phase 1 a distance of 498.28 feet to the northeasterly corner of Tract BB of said Traditions Phase 1; thence N 00°09'58" E a distance of 29.95 feet to the southeasterly corner of Tract AA of said Traditions Phase 1 and the Point of Beginning; thence along the plat boundary of said Traditions Phase 1 the following two (2) courses; (1) S 89°51'00" W, a distance of 732.02 feet; (2) N 00°03'42" W, a distance of 292.38 feet to the westerly extension of the north line of Tract CC of said Traditions Phase 1; thence N 89°56'18" E, along said westerly extension and the North line of said Tract CC, a distance of 220.95 feet to the westerly line of Utility Easement B of said Traditions Phase 1 and a non-tangent curve concave westerly and having a radius of 320.00 feet; thence along said westerly line of Utility Easement B the following two (2) courses; (1) Northwesterly along said curve to the left through a central angle of 02°06'10", an arc distance of 11.74 feet (CH=11.74 feet, CB=N 14°12'54" W) to a point of reverse curvature of a curve concave easterly and having a radius of 1030.00 feet; (2) along said curve to the right through a central angle of 28°06'04", an arc distance of 505.17 feet (CH=500.12 feet, CB=N 01°12'57" W) to the northwesterly extension of the south line of the plat of Traditions Phase 2 as recorded in Plat Book 141, Pages 37-40 of the public records of Polk County, Florida; thence along said westerly extension and said south line of the plat of Traditions Phase 2 the following six (6) courses; (1) S 77°09'55" E, a distance of 50.00 feet; (2) N 88°19'51" E, a distance of 298.77 feet; (3) S 80°09'30" E, a distance of 40.00 feet to a non tangent curve concave northwesterly having a radius of 850.00 feet; (4) northerly along said curve to the left through a central angle of 00°44'02", an arc distance of 10.89 feet (CH=10.89 feet, CB=N 09°28'29" E); (5) S 80°53'32" E, a distance of 100.00 feet; (6) S 87°11'02" E, a distance of 23.76 feet; thence along the plat boundary of said Traditions Phase 1 the following five (5) courses, (1) S 02°41'40" W, a distance of 68.05 feet; (2) S 00°23'50" E, a distance of 100.00 feet; (3) N 89°54'41" E, a distance of 15.33 feet; (4) S 00°05'19" E, a distance of 131.59 feet; (5) S 00°05'19" E, a distance of 457.05 feet to the Point of Beginning.

Contains 11.08 Acres.

Exh. 5.3 - page 1 of 3

93

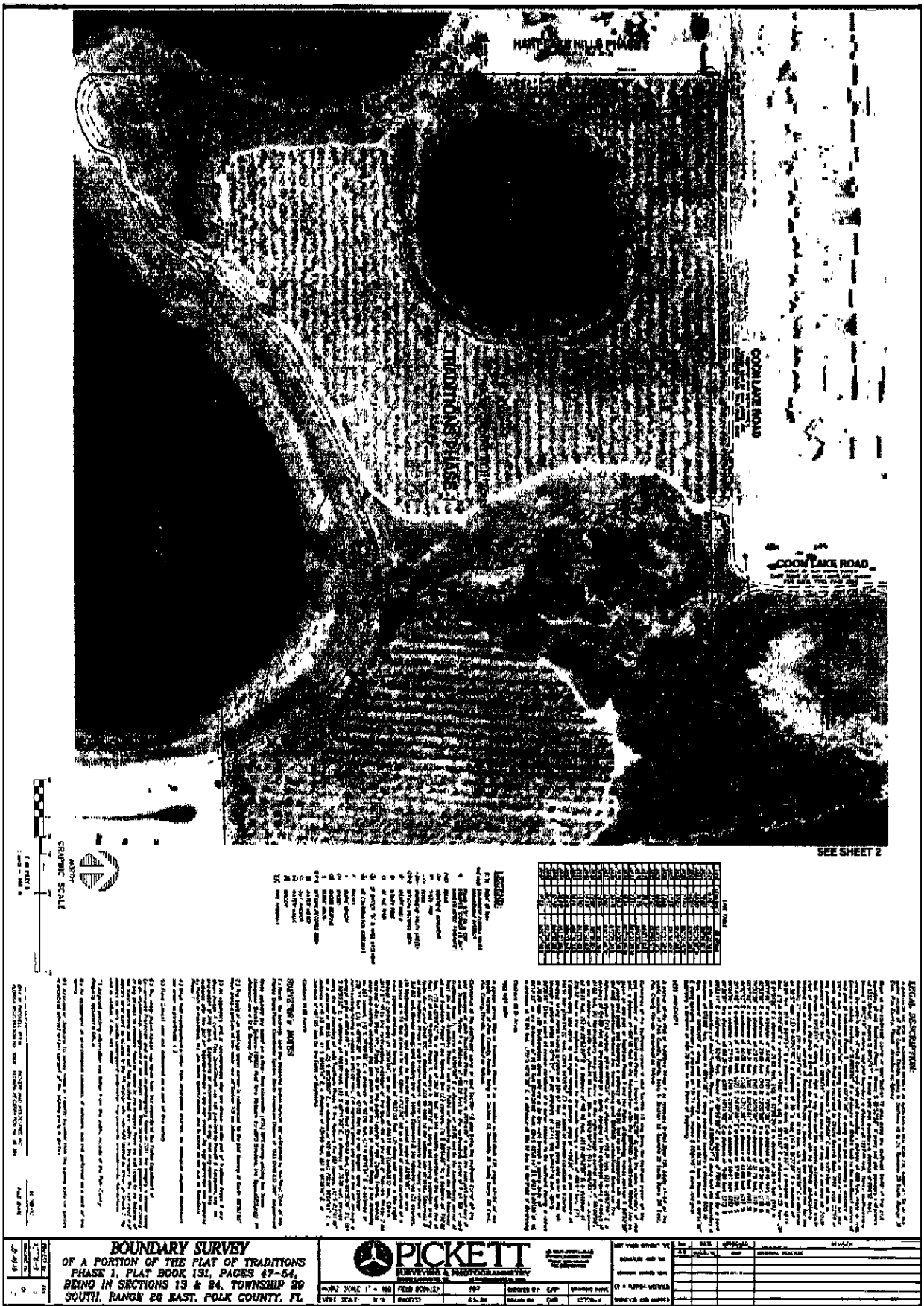

Exhibit 3, page 2 of 3

Exhibit 5.2, page 3 of 3

9B

Exhibit A

FIRST AMENDMENT TO BY-LAWS OF TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC.

This FIRST AMENDMENT TO BYLAWS OF TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida (this "**First Amendment to By-Laws**") is made this 1 day of October, 2013 by REDUS FL PROPERTIES, LLC, a Delaware limited liability company ("**Developer**").

RECITALS

A. That certain Declaration for Traditions at Winter Haven was recorded in OR Book 6425, Page 1030 of the Public Records of Polk County, Florida (the "**Declaration**"), which contains the By-Laws of Traditions at Winter Haven Homeowners Association, Inc. (the "**By-Laws**") as Exhibit 3.

B. Subsection 14.2 of the By-Laws permits Developer to amend the By-Laws prior to the Turnover Date (as defined in the Declaration) without the joinder or consent of any person or entity whatsoever.

C. As of the date of this First Amendment to By-Laws, the Turnover Date has not yet occurred.

D. Developer desires to amend the By-Laws as set forth herein.

NOW THEREFORE, Developer hereby amends the By-Laws and every portion of Traditions at Winter Haven is to be held, transferred, sold, conveyed, used and occupied subject to this First Amendment to By-Laws.

Words in the text which are lined through (~~———~~) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment to By-Laws. All initially capitalized terms not defined herein shall have the meanings set forth in the By-Laws.

2. In the event that there is a conflict between this First Amendment to By-Laws and the By-Laws, this First Amendment to By-Laws shall control. Whenever possible, this First Amendment to By-Laws and the By-Laws shall be construed as a single document. Except as modified hereby, the By-Laws shall remain in full force and effect.

3. Section 4.1 of the By-Laws is hereby amended as follows:

4.1 Voting Interests. Each Owner, Builder, and Developer shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home (except that for Builders and Developer, Membership shall be an appurtenance to, and may not be separated from, the ownership of a Home or Lot). For Owners, ~~There~~ there shall be one vote appurtenant to each Home. For Builders, there shall be one vote appurtenant to each Home or Lot owned by such Builder. For Developer, there shall be five (5) votes appurtenant to each Lot or Home owned by Developer. For the purposes of determining who may exercise the Voting Interest associated with each Home or Lot, the following rules shall govern (including where such rules refer solely to Homes):

4. This First Amendment to By-Laws shall be a covenant running with Traditions at Winter Haven and all Members shall be bound thereby.

WITNESSES:

Jill Tant
Print Name: Jill Tant

Susan G. Moore
Print Name: Susan G. Moore

"DEVELOPER"

REDUS FL PROPERTIES, LLC, a Delaware limited liability company

By: _____
Name: Nick Sartori
Title: Vice President
Date: 10-1-13

[Company Seal]

STATE OF Duval)
COUNTY OF Florida)

The foregoing instrument was acknowledged before me this 1 day of October, 2013, by Nick Sartori, as Vice President of REDUS FL PROPERTIES, LLC, a Delaware limited liability company. He/She [is personally known to me] [has produced _____ as identification].

My commission expires:

Susan G. Moore
NOTARY PUBLIC, State of Florida at Large

Print Name: SUSAN G. MOORE
Notary Public, State of Florida
My Comm. Expires Jan. 26, 2015
Commission No. EE 39844

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JOINDER

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC.

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") does hereby join in the THIRD AMENDMENT TO DECLARATION FOR TRADITIONS AT WINTER HAVEN (the "**Third Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Third Amendment and does not affect the validity of the Third Amendment as the Association has no right to approve the Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 1 day of October, 2013.

WITNESSES:

Print Name: Ronald K. Call

Susan G. Moore

Print Name: **Susan G. Moore**

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

By:

Name: Nick Sartori

Title: President

{CORPORATE SEAL}

STATE OF FLORIDA)
)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 1 day of October, 2013, by Nick Sartori, as Vice President of TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

My commission expires:

Susan G. Moore

NOTARY PUBLIC, State of Florida at Large

Print Name: **SUSAN G. MOORE**

Notary Public, State of Florida
My Comm. Expires Jan. 26, 2015
Commission No. EE 39844

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JOINDER

LENNAR HOMES, LLC

Lennar Homes, LLC, a Florida limited liability company (**"Lennar"**) does hereby join in the THIRD AMENDMENT TO DECLARATION FOR TRADITIONS AT WINTER HAVEN (the **"Third Amendment"**), to which this Joinder is attached, and agrees that the terms thereof are and shall be binding upon the undersigned and its successors in title, both in its capacity as the Club Owner and as a Builder. Lennar agrees that this joinder is for the purpose of evidencing Lennar's acceptance of and agreement to the rights and obligations provided in the Third Amendment, and the changes affecting the Club Plan and Builders, and does not affect the validity of the Third Amendment as Lennar has no right to approve the Third Amendment.

"LENNAR"

Signed, sealed and delivered in the presence of the following witnesses:

Sandy Hoffman
Signature of Witness
SANDY HOFFMAN
Printed Name of Witness

Signature of Witness
FRANCES LOEDERMANN
Printed Name of Witness

LENNAR HOMES, LLC, a ~~Florida~~ limited liability company

By: _____
Name: Jim Bavousett
Title: V.P.

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 1 day of ~~September,~~ October 2013 by Jim Bavousat, as VP of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification.

(NOTARY SEAL)

Notary Public State of Florida
Megan K Starling
My Commission EE 212769
Expires 06/28/2016

_____
Notary Public Signature

_____
(Name typed, printed or stamped)
Notary Public, State of FL
Commission No.: EE 212769
My Commission Expires: 6/28/16

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INSTR # 2015140436
BK 9593 Pgs 0255-0264 PG(s)10
08/04/2015 10:22:59 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 86.50

FOURTH AMENDMENT TO DECLARATION FOR TRADITIONS AT WINTER HAVEN

PREPARED BY AND RETURN TO:

Michael A. Ryan, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801-2028
(407) 843-4600

----------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA----------

FOURTH AMENDMENT TO DECLARATION FOR TRADITIONS AT WINTER HAVEN

THIS FOURTH AMENDMENT TO DECLARATION FOR TRADITIONS AT WINTER HAVEN (this "**Fourth Amendment**") is made by REDUS FL PROPERTIES, LLC, a Delaware limited liability company (the "**Developer**"); with a joinder for limited purpose by the TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), by LWG FLORIDA PROPERTIES, LLC, a Florida limited liability company ("**LWG**"), and by LENNAR HOMES, LLC, a Florida limited liability company ("**Lennar**").

RECITALS

A. By virtue of the Assignment of Developer's Rights, recorded in OR Book 8847, Page 908, Public Records of Polk County, Florida, Redus FL Properties, LLC, a Delaware limited liability company has succeeded to the rights of the "Developer" under that certain Declaration for Traditions at Winter Haven, recorded in Official Records Book 6425, Page 1030 (the "**Original Declaration**"), as amended by the First Amendment to Declaration for Traditions at Winter Haven, recorded in Official Records Book 7101, Page 363 (the "**First Amendment**"), and by the Second Amendment to Declaration for Traditions at Winter Haven, recorded in Official Records Book 7278, Page 1890 (the "**Second Amendment**"), and by the Third Amendment to Declaration for Traditions at Winter Haven, recorded October 9, 2013 in Official Records Book 9083, Page 1540 (the "**Third Amendment**"), all of the Public Records of Polk County, Florida (the "**Public Records**"). The Original Declaration, together with the First Amendment, Second Amendment and Third Amendment shall be collectively referred to as the "**Declaration**."

B. Section 4.3 of the Declaration provides that prior to the Turnover Date, Developer shall have the right to amend the Declaration without the joinder or consent of any person or entity whatsoever, and Section 5.3 of the Declaration provides that prior to the Turnover Date any portions of Traditions at Winter Haven may be withdrawn by the Developer from the provisions and applicability of the Declaration by the recording of an amendment to the Declaration in the Public Records. The Turnover Date has not occurred.

C. Section 5.3 of the Declaration, as amended pursuant to the Third Amendment, permits the Developer to unilaterally record in the Public Records of Polk County, Florida from time to time an amendment to the Declaration withdrawing from the provisions and applicability of the "**Club Plan**" (as defined in the Declaration) all or any portion of the "Phase 3 Property" as more particularly described in Exhibit 5.3 attached to the Third Amendment (the "**Phase 3 Property**").

D. Developer desires to amend the legal description of the Phase 3 Property, and the Declaration, so as to withdraw from the provisions and applicability of the Declaration, and from the provisions and applicability of the Club Plan (collectively, the "**Withdrawal**") that portion of the Phase 3 Property (as modified) which is more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Withdrawal Property**").

E. In order to satisfy the conditions of Section 5.3 of the Declaration, and as a condition for the Withdrawal, Developer has requested that LWG execute and record simultaneously with the recording of this Fourth Amendment a "Withdrawal Property Restrictions, Covenants and Easements" which among other provisions restricts the Withdrawal Property from development as single-family housing (the "**Withdrawal Property Restriction").**

F. The Developer desires to amend the Declaration in the manner and for the purposes set forth below.

NOW THEREFORE, Developer hereby declares that from and after the recording of this Fourth Amendment among the Public Records, the Declaration is amended as follows:

1. **General.** Words in the following text which are lined through (~~--------~~) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, except as amended hereby. All initially capitalized terms defined in this Fourth Amendment shall be deemed a part of and added to the Definitions set forth in Section 2 of the Declaration. In the event that there is a conflict between this Fourth Amendment and the Declaration, this Fourth Amendment shall control. Whenever possible, this Fourth Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. Developer shall record this Fourth Amendment together with the Withdrawal Property Restriction among the Public Records, and within fifteen (15) days of such recording Developer will deliver to the Association and to the Club Owner a copy of such recorded documents.

2. **Withdrawal.** The Phase 3 Property description set forth in Exhibit 5.3 attached to the Third Amendment is hereby modified and changed to the "Phase 3 Property" legal description attached to this Fourth Amendment as **Exhibit "B"**. The Withdrawal Property portion of the Phase 3 Property is withdrawn from the provisions and applicability of, and shall be held, transferred, sold, conveyed, used and occupied free of, the covenants, restrictions, conditions, assessments, obligations, rights, and benefits set forth in the Declaration and in the Club Plan. The Exhibit 1, Legal Description attached to the Declaration, is hereby amended by the insertion of the following at the end of said legal description: LESS AND EXCEPT, the

Withdrawal Property as defined and described in the Fourth Amendment to the Declaration For Traditions at Winter Haven.

3. **Reinstatement After Withdrawal.** The following new Section 5.4 is hereby added to and included in the Declaration.

> 5.4 **Reinstatement of Withdrawal Property.** Capitalized terms used in this Section 5.4 shall have the same meaning as set forth in the Fourth Amendment to Declaration For Traditions at Winter Haven. Notwithstanding the Withdrawal effected by the Fourth Amendment and the encumbrance of the Withdrawal Property by the Withdrawal Property Restriction, if ever LWG as the developer of the Withdrawal Property hereafter decides that it wants to develop single-family houses on all or any portion of the Withdrawal Property, LWG may request that the Association and the Club Owner release the Withdrawal Property Restriction in accordance with the provisions of this Section 5.4 and Section 5.3 of the Declaration. Upon such request and subject to the satisfaction by LWG of the conditions for release described in this Section and in Section 5.3 of the Declaration, the Association and the Club Owner will execute and deliver to LWG a "Release of the Withdrawal Property Restriction" with respect to the area requested by LWG in recordable form and without condition (the "**Restriction Release**"); provided that (a) LWG first executes and delivers to the Association and to the Club Owner a recordable instrument, in recordable form, for signature by LWG, the Association and the Club Owner that operates to reinstate and reimpose the Declaration and the Club Plan as to the area requested to be released (the "**Reinstatement Document**"), and (b) LWG delivers to the Association and to the Club Owner a recordable joinder in the Reinstatement Document that is executed by the holder of each mortgage or lien encumbering the area which is to be released, and (c) LWG delivers to the Association and to the Club Owner both an affidavit of LWG and a title report from a national title company evidencing that the LWG is the owner of the area to be released free and clear of all mortgages and liens other than those whose joinders are attached to the Reinstatement Document. The Association and the Club Owner will deliver the Restriction Release within fifteen (15) days after LWG has delivered to the Association and the Club Owner all of the items required in the preceding clauses (a), (b) and (c). Wherever "LWG" appears in this Section 5.4, it shall refer to LWG, or to any successor fee simple owner of a portion of the Withdrawal Property to whom LWG has expressly assigned its rights under this Section 5.4 as to the portion of the Withdrawal Property that is owned by such assignee.

4. **Builder Assessments.** There is hereby added to the end of Section 15.1 the following: In the Board's allocation of Assessment to each Builder, and the Developer's allocation of a portion of Operating Costs to each Builder, no Builder will be allocated an amount that unreasonably discriminates against that Builder with respect to other Builders in a materially adverse manner.

5. **Miscellaneous.** This Fourth Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in the Public Records of Polk County, Florida.

[Attached to Fourth Amendment to Declaration]

IN WITNESS WHEREOF, the undersigned being the Developer, has caused this Fourth Amendment to be executed by its duly authorized representative in a form and manner sufficient to bind it.

WITNESSES:

Print Name: Erin M. Acton

Print Name: Carray Young

"DEVELOPER"

REDUS FL PROPERTIES, LLC, a Delaware limited liability company

By: Redus Properties, Inc, a Delaware corporation, its sole member

By: Sarah Wicker
Sarah Wicker, Vice President

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 31 day of July, 2015, by Sarah Wicker, as Vice President of Redus Properties, Inc, a Delaware corporation, on behalf of the company in its capacity as the sole member of REDUS FL PROPERTIES, LLC, a Delaware limited liability company on behalf of the company. She [is personally known to me] [has produced _____ as identification].

My commission expires: 2/4/17

Carray Young
NOTARY PUBLIC, State of Florida at Large
Print Name: Carray Young

CARRAY YOUNG
Notary Public, State of Florida
My Comm. Expires Feb. 4, 2017
Commission No. EE 852371

[Attached to Fourth Amendment to Declaration]

JOINDER

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC.

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") does hereby join in the FOURTH AMENDMENT TO DECLARATION FOR TRADITIONS AT WINTER HAVEN (the "**Fourth Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the withdrawal of the Withdrawal Property from the provisions and applicability of the Declaration and the Club Plan, and of rights and obligations provided in the Fourth Amendment, and under this Joinder does not affect the validity of the Fourth Amendment as the Association has no right to approve the Fourth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 3rd day of August, 2015.

WITNESSES:

Print Name: Erin M. Acton

Print Name: Carray Young

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

By: Sarah Wicker

Name: Sarah Wicker

Title: President

{CORPORATE SEAL}

STATE OF FLORIDA)
)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 3rd day of August, 2015, by Sarah Wicker, as President of TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

My commission expires: 2/4/17

CARRAY YOUNG
Notary Public, State of Florida
My Comm. Expires Feb. 4, 2017
Commission No. EE 852371

Carray Young
NOTARY PUBLIC, State of Florida at Large
Print Name: Carray Young

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[Attached to Fourth Amendment to Declaration]

JOINDER

LWG FLORIDA PROPERTIES, LLC

LWG FLORIDA PROPERTIES, LLC, a Florida limited liability company (**"LWG"**) does hereby join in the FOURTH AMENDMENT TO DECLARATION FOR TRADITIONS AT WINTER HAVEN (the "**Fourth Amendment**"), to which this Joinder is attached, and agrees that the terms thereof are and shall be binding upon the undersigned and its successors in title. LWG agrees that this joinder is for the purpose of evidencing LWG's acceptance of and agreement to the withdrawal of the Withdrawal Property from the provisions and applicability of the Declaration and of the Club Plan, as well as to the rights and obligations provided in the Fourth Amendment, and agrees that this Joinder does not affect the validity of the Fourth Amendment as LWG has no right to approve the Fourth Amendment.

"LWG"

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

DAWN E RIVERA
Printed Name of Witness

Signature of Witness

MELISSA J. MIDDLETON
Printed Name of Witness

LWG FLORIDA PROPERTIES, LLC, a Florida limited liability company

By: _____
Stephen D. Savoy, Manager

STATE OF Colorado
COUNTY OF Montrose

The foregoing instrument was acknowledged before me this 31st day of July, 2015 by Stephen D. Savoy, as Manager of LWG FLORIDA PROPERTIES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public Signature

_____
(Name typed, printed or stamped)
Notary Public, State of Colorado
Commission No.: 19944006753
My Commission Expires: 5/15/18

TERRIE KRAMER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944006753
MY COMMISSION EXPIRES MAY 15, 2018

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JOINDER

LENNAR HOMES, LLC

LENNAR HOMES, LLC, a Florida limited liability company ("**Lennar**") does hereby join in the FOURTH AMENDMENT TO DECLARATION FOR TRADITIONS AT WINTER HAVEN (the "**Fourth Amendment**"), to which this Joinder is attached, and agrees that the terms thereof are and shall be binding upon the undersigned and its successors in title. Lennar agrees that this joinder is for the purpose of evidencing Lennar's acceptance of and agreement to the withdrawal of the Withdrawal Property from the provisions and applicability of the Declaration and of the Club Plan, as well as to the rights and obligations provided in the Fourth Amendment, and agrees that this Joinder does not affect the validity of the Fourth Amendment as Lennar has no right to approve the Fourth Amendment.

"LENNAR"

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

KEITH MALCUIT

Printed Name of Witness

Signature of Witness

Tilli Bowley

Printed Name of Witness

LENNAR HOMES, LLC, a Florida limited liability company

By: _____ 7/30/2015

Name: Brock Nicholas

Title: Vice President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30th day of July, 2015 by Brock Nicholas, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification.

(NOTARY SEAL)

MEGAN S D'AVILA
Commission # EE 199215
My Commission Expires
July 08, 2016

Megan S D'Avila

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: EE199215
My Commission Expires: 7/8/16

0001010\156832\1795413v5

EXHIBIT "A"
Legal Description of the Withdrawal Property

A portion of the Plat of Traditions Phase 1 as recorded in Plat Book 131, pages 47-54 of the public records of Polk County, Florida, also being in Sections 13 & 24, Township 29 South, Range 26 East, Polk County, Florida, described as follows;

Begin at the southeast corner of said Section 13 also being the southeast corner of the plat boundary of said Traditions Phase 1; thence S 88°52'50" W along said plat boundary a distance of 1332.38 feet; thence S 88°52'47" W along said plat boundary a distance of 896.52 feet; thence S 88°52'49" W along said plat boundary a distance of 1227.44 feet; thence southwesterly along the water's edge of Hart Lake and said plat boundary a distance of 680 feet, more or less, (having a closing bearing of S 60°13'10" W a distance of 609.64 feet) to the southwest corner of said plat of Traditions Phase 1; thence N 00°41'00" W along said plat boundary a distance of 292.41 feet; thence N 00°04'59" W along said plat boundary a distance of 1266.42 feet to the south right of way of Coon Lake Road as recorded in Official Records Book 7743, page 2259 of the public records of Polk County, Florida; thence S 89°56'41" E along said right of way a distance of 727.93 feet; thence S 00°03'19" W along said right of way line a distance of 20.00 feet; thence S 89°56'41" E along said right of way line a distance of 626.52 feet; thence N 00°04'08" W along the easterly right of way line of said Coon Lake Road a distance of 506.33 feet to the south line of Tract S of said Traditions Phase 1; thence N 89°55'52" E along said south line a distance of 47.37 feet to a point on a Conservation Easement boundary of said Traditions Phase 1; thence S 27°52'53" W along said easement a distance of 37.07 feet; thence S 00°04'08" E a distance of 326.94 feet; thence continue along said easement for the following 7 courses; (1) S 37°43'13" E a distance of 16.25 feet; (2) S 14°22'16" E a distance of 36.11 feet; (3) S 15°00'16" E a distance of 15.99 feet; (4) S 56°52'33" W a distance of 11.75 feet; (5) N 45°38'04" W a distance of 14.32 feet; (6) S 69°50'50" W a distance of 31.81 feet; (7) S 28°00'52" E a distance of 27.58 feet to a point on Matchline "E1" of said Traditions Phase 1 also being on the north line of the south half of the southeast quarter of said Section 13; thence N 87°56'05" E along said Matchline "E1" and said north line a distance of 283.35 feet to the intersection with the SWFWMD Jurisdictional Wetland line as shown on said plat of Traditions Phase 1; thence along said wetland line for the following 20 courses; (1) N 51°27'06" E a distance of 27.54 feet; (2) N 58°19'54" E a distance of 37.82 feet; (3) N 06°36'33" E a distance of 18.74 feet; (4) N 41°09'40" E a distance of 7.14 feet; (5) N 57°03'02" E a distance of 6.62 feet; (6) S 81°51'50" E a distance of 24.05 feet; (7) S 82°59'25" E a distance of 46.91 feet; (8) N 05°17'46" W a distance of 39.65 feet; (9) N 72°01'30" E a distance of 22.34 feet; (10) N 42°53'16" E a distance of 43.12 feet; (11) N 22°20'55" W a distance of 35.29 feet; (12) N 74°33'39" W a distance of 10.83 feet; (13) N 30°50'01" E a distance of 15.77 feet; (14) N 03°17'53" E a distance of 10.01 feet; (15) S 44°12'12" E a distance of 32.64 feet; (16) S 13°12'38" E a distance of 40.55 feet; (17) S 21°14'40" E a distance of 18.80 feet; (18) S 24°27'06" E a distance of 54.72 feet; (19) S 02°04'19" W a distance of 27.35 feet; (20) S 20°10'28" E a distance of 28.07 feet to the intersection with said Matchline E1 and the north line of the south half of the southeast quarter of said Section 13; thence N 87°56'05" E along said Matchline "E1", Matchline "E2" and Matchline "F" of said Traditions Phase 1, all being on the north line of said south half of the southeast quarter of said Section 13, a distance of 1366.65 feet to a point on a Conservation Easement boundary of said Traditions Phase 1; thence along said Conservation Easement boundary for the following 5 courses; (1) S 18°07'38" W a distance of 46.06 feet; (2) S 02°15'11" W a distance of 70.64 feet; (3) S 34°07'17" E a distance of

69.52 feet; (4) S 48°11'49" W a distance of 116.83 feet; (5) S 16°59'18" W a distance of 27.18 feet to a point on the plat boundary of said Traditions Phase 1; thence along said plat boundary for the following 6 courses; (1) S 89°50'59" W a distance of 527.85 feet; (2) S 00°04'27" E a distance of 570.02 feet; (3) N 89°51'36" E a distance of 600.18 feet; (4) N 00°10'20" E a distance of 53.26 feet; (5) N 89°51'36" E a distance of 731.71 feet; (6) S 00°04'45" E a distance of 496.28 feet to the Point of Beginning.

EXHIBIT "B"
Legal Description of the Phase 3 Property

The Phase 3 Property shall consist of the "Withdrawal Property", as more particularly described on Exhibit "A" attached to the Fourth Amendment to Declaration,

TOGETHER WITH:

A portion of the Plat of Traditions Phase 1 as recorded in Plat Book 131, pages 47–54 of the public records of Polk County, Florida, being in Section 13, Township 29 South, Range 26 East, Polk County, Florida, described as follows:

Commence at the southeast corner of said Section 13 also being the southeast corner of the plat boundary of said Traditions Phase 1; thence N 00°04'45" W along the east plat boundary of said Traditions Phase 1 a distance of 496.28 feet to the northeasterly corner of Tract BB of said Traditions Phase 1; thence N 00°09'58" E a distance of 29.95 feet to the southeasterly corner of Tract AA of said Traditions Phase 1 and the Point of Beginning; thence along the plat boundary of said Traditions Phase 1 the following two (2) courses; (1) S 89°51'00" W, a distance of 732.02 feet; (2) N 00°03'42" W, a distance of 292.38 feet to the westerly extension of the north line of Tract CC of said Traditions Phase 1; thence N 89°56'18" E, along said westerly extension and the North line of said Tract CC, a distance of 220.95 feet to the westerly line of Utility Easement B of said Traditions Phase 1 and a non–tangent curve concave westerly and having a radius of 320.00 feet; thence along said westerly line of Utility Easement B the following two (2) courses; (1) Northwesterly along said curve to the left through a central angle of 02°06'10", an arc distance of 11.74 feet (CH=11.74 feet, CB=N 14°12'54" W) to a point of reverse curvature of a curve concave easterly and having a radius of 1030.00 feet; (2) along said curve to the right through a central angle of 28°06'04", an arc distance of 505.17 feet (CH=500.12 feet, CB=N 01°12'57" W) to the northwesterly extension of the south line of the plat of Traditions Phase 2 as recorded in Plat Book 141, Pages 37–40 of the public records of Polk County, Florida; thence along said westerly extension and said south line of the plat of Traditions Phase 2 the following six (6) courses; (1) S 77°09'55" E, a distance of 50.00 feet; (2) N 88°19'51" E, a distance of 298.77 feet; (3) S 80°09'30" E, a distance of 40.00 feet to a non tangent curve concave northwesterly having a radius of 850.00 feet; (4) northerly along said curve to the left through a central angle of 00°44'02", an arc distance of 10.89 feet (CH=10.89 feet, CB=N 09°28'29" E); (5) S 80°53'32" E, a distance of 100.00 feet; (6) S 87°11'02" E, a distance of 23.78 feet; thence along the plat boundary of said Traditions Phase 1 the following five (5) courses; (1) S 02°41'40" W, a distance of 68.05 feet; (2) S 00°23'50" E, a distance of 100.00 feet; (3) N 89°54'41" E, a distance of 15.33 feet; (4) S 00°05'19" E, a distance of 131.59 feet; (5) S 00°05'19" E, a distance of 487.05 feet to the Point of Beginning.

Contains 11.08 Acres.

LOWNDES, DROSDICK, DOSTER,
215 NORTH EOLA DRIVE
ORLANDO, FL 32801 RE

INSTR # 2013006134
BK 08847 PGS 0908-0911 PG(s)4
RECORDED 01/11/2013 12:40:01 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 35.50
RECORDED BY P Courson

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Michael A. Ryan, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Post Office Box 2809
Orlando, FL 32802-2809
(407) 843-4600

ASSIGNMENT OF DEVELOPER'S RIGHTS

THIS ASSIGNMENT OF DEVELOPER'S RIGHTS (this "Assignment") is made as of December 27, 2012 ("Effective Date"), by **RUBY LAKE DEVELOPMENT, LLC**, a Florida limited liability company, ("Assignor"), to and in favor of **REDUS FL PROPERTIES, LLC,** a Delaware limited liability company ("REDUS").

WITNESSETH:

WHEREAS, Assignor is the Developer under that certain Declaration for Traditions at Winter Haven recorded on October 4, 2005 in Official Records Book 6425, Page 1179, as amended by that certain First Amendment to the Declaration for Traditions at Winter Haven recorded on December 18, 2006 in Official Records Book 7101, Page 363 and that certain Second Amendment to Declaration for Traditions at Winter Haven recorded on May 9, 2007 in Official Records Book 7278, Page 1890, all of the Public Records of Polk County, Florida (the "Declaration"); and

WHEREAS, Assignor desires to assign, transfer and convey to REDUS certain rights and privileges of Assignor as Developer under the Declaration, and REDUS is desirous of accepting such assignment, upon the terms and conditions herein set forth.

NOW THEREFORE for and in consideration of these premises, the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and REDUS do hereby covenant, stipulate, acknowledge and agree as follows:

1. Recitals. The foregoing recitals are incorporated herein and made a part of this Assignment as if fully set forth herein.

2. Assignment of Rights. Assignor does hereby assign, transfer and convey to REDUS all of Assignor's right, title and interest in, to and under the Declaration, including, without limitation, all rights and privileges of Assignor as Developer under the Declaration and all right, title, interest and privilege incidental to the rights of Assignor as Developer under the Declaration, including, without limitation, all membership, assessment liability exemptions, voting, veto, approval or other rights, powers or privileges of Assignor in and with respect to the

Traditions at Winter Haven Homeowners Association, Inc., a Florida not for profit corporation (the "Association") whether under the Declaration or otherwise, LESS AND EXCEPT, however, any of the Excluded Matters as such term is defined and more particularly described in Paragraph 4 hereof (the "Assigned Rights").

3. Acceptance of Assignment. REDUS hereby accepts the foregoing assignment of the Assigned Rights from Assignor and hereby agrees to assume and exercise all of the Assigned Rights as of and after the Effective Date of this Assignment.

4. Excluded Matters. Notwithstanding anything herein to the contrary, this Assignment specifically excludes the following "Excluded Matters": (i) any Developer obligations or liabilities accruing prior to the effective date of this Assignment, (ii) any obligations or liabilities relating to any acts or omissions by Assignor or by any other party acting by, through or under Assignor, and (iii) any liabilities or obligations of any nature which have not been specifically assumed by Assignee by a separate written instrument identifying the liability or obligation in question, and executed and recorded following the Effective Date of this Assignment.

5. Further Assurances. Assignor and REDUS hereby covenant and agree to execute or provide such additional documents as are reasonably necessary to confirm, establish and evidence the assignment, transfer and conveyance of the Assigned Rights from Assignor to REDUS and the designation of REDUS as Developer under the Declaration as contemplated hereunder, at no cost to Assignor.

6. Governing Law, Jurisdiction and Venue. The terms and provisions of this Assignment shall be governed by and enforced in accordance with the laws of the State of Florida. The parties hereto acknowledge and agree that the State of Florida has jurisdiction over this Assignment and that any actions brought in connection with the interpretation or enforcement of this Assignment shall be heard in the State Courts of the County where the Declaration is recorded.

7. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and REDUS and their respective successors and assigns.

[Signature pages to follow]

[Attached to Assignment of Developer's Rights]

IN WITNESS WHEREOF, Assignor and REDUS have caused these premises to be executed in the manner and form sufficient to bind them as of the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

John L. Thomas

Printed Name of Witness

Signature of Witness

Valerie T. Ziebarth

Printed Name of Witness

RUBY LAKE DEVELOPMENT, LLC, a Florida limited liability company

SMD Development, Inc

By: _____

Printed Name: Steven M. Dill

Title: Pres.

Address: 744 Highland Avenue
Orlando, Florida 32803

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 27 day of December 2012, by Steven M. Dill Pres. of SMD Development Inc, as Manager of RUBY LAKE DEVELOPMENT, LLC, a Florida limited liability company, and who [X] is personally known to me or [ ] has produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public Signature

_____
(Name typed, printed or stamped)

Notary Public State of Florida
John L Thomas II
My Commission EE065667
Expires 03/11/2015

000101O\156832\1484292v1

[Attached to Assignment of Developer's Rights]

Signed, sealed and delivered in the presence of the following witnesses:

Kimberly Vizzini-Strickland
Signature of Witness

Printed Name of Witness

Signature of Witness
SARAH WICKER

Printed Name of Witness

REDUS FL PROPERTIES, LLC, a Delaware limited liability company

BY: REDUS Properties, Inc., a Delaware corporation, as managing member

By: _____
Nick Sartori, Vice President

Address: 1 Independent Dr. 10th Flr
Jacksonville, FL 32202

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2 day of 2013, 2012, by Nick Sartori as Vice President on behalf of REDUS Properties, Inc., a Delaware corporation, as managing member of REDUS FL PROPERTIES, LLC, a Delaware limited liability company, on behalf of the company, and who ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

KIMBERLY VIZZINI-STRICKLAND
MY COMMISSION # DD976678
EXPIRES March 30, 2014
(407) 398-0153 FloridaNotaryService.com

Notary Public Signature

(Name typed, printed or stamped)

0001010\156832\1484292v1

INSTR # 2015140437
BK 9593 Pgs 0265-0278 PG(s)14
08/04/2015 10:22:59 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 120.50

WITHDRAWAL PROPERTY RESTRICTIONS, COVENANTS AND EASEMENTS

PREPARED BY AND RETURN TO:

Michael A. Ryan, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801-2028
(407) 843-4600

----------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA----------

WITHDRAWAL PROPERTY RESTRICTIONS, COVENANTS AND EASEMENTS

THIS WITHDRAWAL PROPERTY RESTRICTIONS, COVENANTS, AND EASEMENTS (this "**Restriction**") is made as of the 3 day of August, 2015 by **REDUS FL PROPERTIES, LLC**, a Delaware limited liability company (the "**Developer**") whose address for purposes of this instrument is c/o Wells Fargo Bank, N.A., 1 Independent Drive, 10th Floor, Jacksonville, Florida 32202; and **LWG FLORIDA PROPERTIES, LLC**, a Florida limited liability company, whose address for purposes of this instrument is 148 Walker Road, Hodgdon, Maine 04730 ("**LWG**").

RECITALS

A. By virtue of the Assignment of Developer's Rights, recorded in OR Book 8847, Page 908, Public Records of Polk County, Florida, Redus FL Properties, LLC, a Delaware limited liability company has succeeded to the rights of the "Developer" under that certain Declaration for Traditions at Winter Haven, recorded in Official Records Book 6425, Page 1030 (the "**Original Declaration**"), as amended by the First Amendment to Declaration for Traditions at Winter Haven, recorded in Official Records Book 7101, Page 363 (the "**First Amendment**"); and by the Second Amendment to Declaration for Traditions at Winter Haven, recorded in Official Records Book 7278, Page 1890 (the "**Second Amendment**"); and by the Third Amendment to Declaration for Traditions at Winter Haven, recorded October 9, 2013 in Official Records Book 9083, Page 1540 (the "**Third Amendment**"); and by the Fourth Amendment to Declaration for Traditions at Winter Haven executed and recorded contemporaneously with the recording of this Restriction (the "**Fourth Amendment**"); all of the Public Records of Polk County, Florida (the "**Public Records**"). The Original Declaration, together with the First Amendment, Second Amendment and Third Amendment shall be collectively referred to as the "**Declaration**."

B. Contemporaneously with its execution of this Restriction, Developer has sold and will convey to LWG the lands that are more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Withdrawal Property**").

C. At LWG's request, Developer has executed and there is recorded among the Public Records of Polk County contemporaneously with this Restriction the Fourth Amendment

to the Declaration that operates to withdraw the Withdrawal Property from the provisions and applicability of the Declaration, and from the provisions and applicability of the "Club Plan", all as defined and described in said Fourth Amendment (collectively, the "**Withdrawal**").

D. In order to satisfy the conditions of Section 5.3 of the Declaration, and as required by the Declarant as a condition for the Withdrawal, LWG and Developer have executed and recorded this Restriction as to the Withdrawal Property which among other provisions restricts the Withdrawal Property from development as single-family housing.

E. The Developer and LWG desire to restrict the Withdrawal Property from certain unacceptable uses and to provide for certain covenants and easements with respect to the Surface Water Management System that serves all of the lands described in the Declaration, including the Withdrawal Property, in the manner and for the purposes set forth below.

NOW THEREFORE, Developer and LWG hereby declare that from and after the recording of this Restriction among the Public Records (the "**Effective Date**"), the Withdrawal Property and LWG shall be restricted, and the terms and provisions hereof shall apply to and encumber the Withdrawal Property and LWG's successors in title, as set forth below. The Withdrawal Property shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, covenants and easements set forth below.

Restriction Against Single-Family Development. Developer and LWG hereby restrict the Withdrawal Property for the benefit of the "**Club Owner**" and the "**Association**", both as defined in the Declaration, against the development of any single-family housing on the Withdrawal Property (the "**Single-Family Restriction**"). This Single-Family Restriction shall automatically terminate by its terms on the twentieth (20th) anniversary of the date of that this Single-Family Restriction is recorded among the Public Records. The Single-Family Restriction is for the benefit of and shall be specifically enforceable by either or both of the Club Owner and the Association, may only be released in whole or in part by a release or releases executed by both the Club Owner and the Association, and may be modified with the joinder of the owner of the Withdrawal Property by the Association as it affects the Association and by the Club Owner as it affects the Club Owner. The Developer will deliver to Club Owner and the Association a copy of the Fourth Amendment and this Restriction within fifteen (15) days after recordation among the Public Records. In consideration for LWG imposing the restrictive covenants on the Withdrawal Property, upon recordation of the Fourth Amendment and this Restriction the Withdrawal Property shall be released from and no longer be subject to the "Club Plan" as described in the Declaration, nor to any of its obligations, nor entitled to any of the benefits of the Club Plan; and the Withdrawal Property shall be withdrawn from the provisions and applicability of the Declaration and no longer subject to the Declaration, nor to any of its obligations, nor entitled to any of the benefits of the Declaration.

Reinstatement. Notwithstanding the Withdrawal effected by the Fourth Amendment and the encumbrance of the Withdrawal Property by the Single Family Restriction, if ever LWG hereafter decides that it wants to develop single-family houses on all or any portion of the Withdrawal Property, LWG may request that the Association and the Club Owner release this Restriction in which event the Declaration provides that this Restriction will be released subject to the reinstatement of the Declaration and the Club Plan, all in accordance with and subject to

the terms and conditions of Section 5.3 and 5.4 of the Declaration. All costs of such release and reinstatement, including the reasonable attorneys' fees of the Association and the Club Owner (not to exceed $7500.00 for each party for each request), shall be the responsibility of and paid or reimbursed by LWG.

Additional Restrictions. LWG agrees that the Withdrawal Property shall be held, conveyed, encumbered, used, occupied and improved subject to the limitations, restrictions, conditions and covenants set forth on **Exhibit "B"** attached hereto and made a part hereof by this reference (the "**Other Restrictions**"). The Other Restrictions are for the exclusive benefit of the Developer and the Association and shall be specifically enforceable by either the Developer or the Association. The Other Restrictions shall terminate on the twentieth (20^{th}) anniversary of the recording of this Restriction.

Surface Water Management System. LWG acknowledges that portions of the Withdrawal Property are benefitted and burdened by the terms and conditions of the "Permit" as defined in the Declaration and that the "Surface Water Management System" as defined in the Declaration includes portions of the Withdrawal Property. LWG agrees and declares that the Withdrawal Property shall be held, conveyed, encumbered with, occupied and improved subject to the covenants and easements set forth on **Exhibit "C"** attached hereto and made a part hereof by this reference (the "**Water Management Covenants and Easements**"). The Water Management Covenants and Easements shall be specifically enforceable by the Association and Developer and the SWFWMD as defined in the Declaration, or by any of them, and may be released and modified, from time to time, by the Association or by the Developer, joined by LWG in the circumstance of a modification that adversely affects LWG.

Binding Effect. This Restriction (including all Exhibits) and the restrictions, covenants, easements, duties and obligations created hereby shall create benefits, obligations and servitudes that: (i) commence on the Effective Date, (ii) remain in full force and effect in perpetuity unless otherwise provided herein, (iii) run with the title to the Withdrawal Property, and any portion thereof, and (iv) are and shall be binding upon and inure to the benefit of each Party, together with all tenants, mortgagees, customers and invitees thereof, and their respective successors and assigns.

Entire Agreement. This Restriction represents the entire understanding of the Parties with respect to the subject matter hereof and may not be modified, amended, supplemented or terminated except by an agreement in writing executed by the Party or Parties expressly benefitted hereby, or their successors or assigns. Any such amendment, modification or termination shall be effective upon recording among the Public Records.

Enforcement. The Parties shall have all remedies available at law or in equity, including the right of specific performance and/or injunctive relief, to enforce their respective rights under this Restriction. All rights and remedies provided herein or otherwise existing at law or in equity shall be cumulative, and the exercise of one or more rights or remedies by any Party shall not preclude or waive the right of any Party to the exercise of any or all other rights. Notwithstanding the foregoing, no default or remedy hereunder shall include the right to terminate any of the restrictions, covenants and easements established by this Restriction.

Waiver. The failure of any Party to enforce any terms or provisions of this Restriction, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto. Such Party's failure to pursue any particular remedy or remedies provided for in this Restriction, however long continued, shall in no event be deemed a waiver of such Party's right to such remedy or remedies.

Authority. Each Party signing this Restriction represents and warrants that he or she has full power and authority to enter into and execute this Restriction and that upon execution and delivery, this Restriction will be binding on and enforceable against that Party, or if that Party is signing in a representative capacity, then the party for whom that persons signs.

Governing Law and Severability. This Restriction shall be construed and interpreted in accordance with and controlled and governed by the laws of the State of Florida. If any provision of this Restriction is hereafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, then such provision shall be canceled and severed from this Restriction and the other provisions of this Restriction shall continue in full force and effect.

Venue of Judicial Action. The venue of any judicial legal action brought by any Party under this Restriction, whether at law or in equity, shall be in the federal or state court in and for Polk County, Florida.

Attorneys' Fees. In the event of any litigation arising from the effort of any Party to enforce the provisions of this Restriction, the predominately prevailing Party shall be entitled to recover from the non-prevailing Party or Parties its reasonable attorneys' fees and costs, whether at arbitration, mediation, trial or on appeal, as well as costs incurred in any post judgment proceedings.

Counterparts. This Restriction may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

[Signatures on the Following Pages]

[Attached to Withdrawal Property Restrictions, Covenants and Easements]

IN WITNESS WHEREOF, the undersigned being the Developer, has caused this instrument to be executed by its duly authorized representative in a form and manner sufficient to bind it.

WITNESSES:

Print Name: Erin M. Acton

Print Name: Carray Young

"DEVELOPER"

REDUS FL PROPERTIES, LLC, a Delaware limited liability company

By: Redus Properties, Inc, a Delaware corporation, its sole member

By: _____
Sarah Wicker, Vice President

Date: July 31, 2015

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 31 day of July, 2015, by Sarah Wicker, as Vice President of Redus Properties, Inc, a Delaware corporation, on behalf of the company in its capacity as the sole member of REDUS FL PROPERTIES, LLC, a Delaware limited liability company on behalf of the company. She [is personally known to me] [has produced _____ as identification].

My commission expires: 2/4/17

NOTARY PUBLIC, State of Florida at Large

Print Name: Carray Young

CARRAY YOUNG
Notary Public, State of Florida
My Comm. Expires Feb. 4, 2017
Commission No. EE 852371

[Attached to Withdrawal Property Restrictions, Covenants and Easements]

"LWG"

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

MELISSA A MIDDLETON

Printed Name of Witness

Signature of Witness

Stacia L Rose

Printed Name of Witness

LWG FLORIDA PROPERTIES, LLC, a Florida limited liability company

By: S. D. S. Mgr.

Stephen D. Savoy, Manager

STATE OF Colorado
COUNTY OF Montrose

The foregoing instrument was acknowledged before me this 31st day of July, 2015 by Stephen D. Savoy, as Manager of LWG FLORIDA PROPERTIES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced as identification.

(NOTARY SEAL)

Notary Public Signature

Terrie Kramer

(Name typed, printed or stamped)

Notary Public, State of Colorado

Commission No.: 19944006753

My Commission Expires: 5/15/18

TERRIE KRAMER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944006753
MY COMMISSION EXPIRES MAY 15, 2018

mh

EXHIBIT "A"

Legal Description of the Withdrawal Property

A portion of the Plat of Traditions Phase 1 as recorded in Plat Book 131, Pages 47-54 of the Public Records of Polk County, Florida, also being in Sections 13 & 24, Township 29 South, Range 26 East, Polk County, Florida, described as follows:

Begin at the southeast corner of said Section 13 also being the southeast corner of the plat boundary of said Traditions Phase 1; thence S 88°52'50" W along said plat boundary a distance of 1332.38 feet; thence S 88°52'47" W along said plat boundary a distance of 896.52 feet; thence S 88°52'49" W along said plat boundary a distance of 1227.44 feet; thence southwesterly along the water's edge of Hart Lake and said plat boundary a distance of 680 feet, more or less, (having a closing bearing of S 60°13'10" W a distance of 609.64 feet) to the southwest corner of said Plat of Traditions Phase 1; thence N 00°41'00" W along said plat boundary a distance of 292.41 feet; thence N 00°04'59" W along said plat boundary a distance of 1266.42 feet to the south right of way of Coon Lake Road as recorded in Official Records Book 7743, Page 2259 of the Public Records of Polk County, Florida; thence S 89°56'41" E along said right of way a distance of 727.93 feet; thence S 00°03'19" W along said right of way line a distance of 20.00 feet; thence S 89°56'41" E along said right of way line a distance of 626.52 feet; thence N 00°04'08" W along the easterly right of way line of said Coon Lake Road a distance of 506.33 feet to the south line of Tract S of said Traditions Phase 1; thence N 89°55'52" E along said south line a distance of 47.37 feet to a point on a Conservation Easement boundary of said Traditions Phase 1; thence S 27°52'53" W along said easement a distance of 37.07 feet; thence S 00°04'08" E a distance of 326.94 feet; thence continue along said easement for the following 7 courses: (1) S 37°43'13" E a distance of 16.25 feet; (2) S 14°22'16" E a distance of 36.11 feet; (3) S 15°00'16" E a distance of 15.99 feet; (4) S 56°52'33" W a distance of 11.75 feet; (5) N 45°38'04" W a distance of 14.32 feet; (6) S 69°50'50" W a distance of 31.81 feet; (7) S 28°00'52" E a distance of 27.58 feet to a point on Matchline "E1" of said Traditions Phase 1 also being on the north line of the south half of the southeast quarter of said Section 13; thence N 87°56'05" E along said Matchline "E1" and said north line a distance of 283.35 feet to the intersection with the SWFWMD Jurisdictional Wetland line as shown on said Plat of Traditions Phase 1; thence along said wetland line for the following 20 courses: (1) N 51°27'06" E a distance of 27.54 feet; (2) N 58°19'54" E a distance of 37.82 feet; (3) N 06°36'33" E a distance of 18.74 feet; (4) N 41°09'40" E a distance of 7.14 feet; (5) N 57°03'02" E a distance of 6.62 feet; (6) S 81°51'50" E a distance of 24.05 feet; (7) S 82°59'25" E a distance of 46.91 feet; (8) N 05°17'46" W a distance of 39.65 feet; (9) N 72°01'30" E a distance of 22.34 feet; (10) N 42°53'16" E a distance of 43.12 feet; (11) N 22°20'55" W a distance of 35.29 feet; (12) N 74°33'39" W a distance of 10.83 feet; (13) N 30°50'01" E a distance of 15.77 feet; (14) N 03°17'53" E a distance of 10.01 feet; (15) S 44°12'12" E a distance of 32.64 feet; (16) S 13°12'38" E a distance of 40.55 feet; (17) S 21°14'40" E a distance of 18.80 feet; (18) S 24°27'06" E a distance of 54.72 feet; (19) S 02°04'19" W a distance of 27.35 feet; (20) S 20°10'28" E a distance of 28.07 feet to the intersection with said Matchline "E1" and the north line of the south half of the southeast quarter of said Section 13; thence N 87°56'05" E along said Matchline "E1", Matchline "E2" and Matchline "F" of said Traditions Phase 1, all being on the north line of said south half of the southeast quarter of said Section 13, a distance of 1366.65 feet to a point on a Conservation Easement boundary of said Traditions Phase 1; thence along said Conservation Easement boundary for the following 5 courses: (1) S 18°07'38" W a

distance of 46.06 feet; (2) S 02°15'11" W a distance of 70.64 feet; (3) S 34°07'17" E a distance of 69.52 feet; (4) S 48°11'49" W a distance of 116.83 feet; (5) S 16°59'18" W a distance of 27.18 feet to a point on the plat boundary of said Traditions Phase 1; thence along said plat boundary for the following 6 courses: (1) S 89°50'59" W a distance of 527.85 feet; (2) S 00°04'27" E a distance of 570.02 feet; (3) N 89°51'36" E a distance of 600.18 feet; (4) N 00°10'20" E a distance of 53.26 feet; (5) N 89°51'36" E a distance of 731.71 feet; (6) S 00°04'45" E a distance of 496.28 feet to the Point of Beginning.

EXHIBIT "B"

The Other Restrictions

The Withdrawal Property shall be held, conveyed, encumbered, occupied and improved subject to the following limitations, restrictions, conditions and covenants set forth in this Exhibit "B". Any owner, lessee or occupant of all or any portion of the Withdrawal Property, without the prior written consent of the Declarant and the Association in each instance, shall not engage in any of the following activities or uses on or within the Withdrawal Property (or any portion thereof):

Unlawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of the Withdrawal Property. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed.

Nuisances. No nuisance which adversely affects in any material way the peaceful possession and proper use by any Association member of its home or property is permitted. No firearms shall be discharged within the Withdrawal Property.

Oil and Mining Operations. No oil drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any portions of the Withdrawal Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any portion of the Withdrawal Property.

Outdoor Manufacturing. No outdoor manufacturing, outdoor assembly, outdoor processing or packaging of goods and materials shall be permitted; except, however, nothing contained herein shall preclude or prohibit any owner or lessee of all or any portion of the Withdrawal Property to engage in any of the foregoing activities or uses described in this Section 4 which are located on a site which is primarily used for other permitted purposes and for which such activities are merely in support of and ancillary to such other primary use of the site not otherwise prohibited hereunder, provided that all such foregoing activities are adequately screened from the view of any portion of any housing.

Prisons. No prison or jail shall be permitted.

Landfills; Hazardous Materials. No solid waste transfer station, a landfill, a hazardous material storage or disposal facility, or a recycling facility shall be permitted; except, however, nothing contained herein shall preclude or prohibit any owner or lessee of all or any portion of the Withdrawal Property to engage in any activities or uses generally associated with any solid waste transfer station, landfill, hazardous material storage or disposal facility or recycling facility described in this Section 6 which are located on a site which is primarily use for other permitted purposes and for which such activities are merely in support of and ancillary to such other primary use of the site not otherwise prohibited hereunder, provided that all such foregoing activities are adequately screened from the view of any housing.

Race Tracks. No track for motorized vehicles or animal racing shall be permitted; except, however, nothing contained herein shall preclude or prohibit any owner or lessee of all or any portion of the Withdrawal Property to engage in any activities or uses generally associated

with any track for motorized vehicles or animal racing described in this Section 7 which are located on a site which is primarily used for other permitted purposes and for which such activities are merely in support of and ancillary to such other primary use of the Withdrawal Property not otherwise prohibited hereunder, provided that all such foregoing activities are adequately screened from the view of any housing.

Adult Entertainment. No "Adult Entertainment Facility" as defined by Chapter 66 of the Orlando City Code shall be permitted.

Kennels. No kennel with outdoor runs shall be permitted; except, however, nothing contained herein shall preclude or prohibit any owner or lessee of all or any portion of the Withdrawal Property to engage in any activities or uses generally associated with any kennel with outdoor runs described in this Section 9 which are located on a site which is primarily used for other permitted purposes and for which such activities are merely in support of and ancillary to such other primary use of the Withdrawal Property not otherwise prohibited hereunder, provided that all such foregoing activities are adequately screened from the view of any housing.

Tattoo Parlors. No tattoo parlor shall be permitted.

EXHIBIT "C"

The Water Management Covenants and Easements

1. Defined Terms: When used in this Exhibit "C", the following words shall be defined as follows:

"Permit" shall mean the permit issued by the SWFWMD attached as Exhibit 5 to the Declaration, as such Permit may be modified from time to time.

"Surface Water Management System" shall mean the collection of devices, improvements or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, wetland areas, lakes, mitigation areas, retention areas, water management areas, ditches, calverts, structures, dams, impoundments, reservoirs, dry retention areas, wet retention areas, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SWFWMD pursuant to the Permit.

1. Intentionally Omitted.

2. Maintenance of Surface Water Management Systems. LWG agrees for the benefit of the Developer and the Association that LWG shall be primarily responsible for the maintenance and operation of the Surface Water Management System within the Withdrawal Property and will undertake such maintenance and operation in strict compliance with the Permit and the rules and regulations of the SWFWMD. If and to the extent that LWG fails to do so, and the Association incurs any expense in connection with such maintenance and operation of the Surface Water Management System within the Withdrawal Property, LWG agrees to promptly reimburse the Association for all such costs and expenses, together with an administrative fee of fifteen percent (15%) of such incurred costs. Except in the case of an emergency wherein the health, safety, and/or potential damage to persons or property may be involved, the Association will use reasonable efforts to notify LWG prior to undertaking any such maintenance and operation and will refrain from such maintenance and operation unless LWG fails to commence such maintenance and operation within ten (10) days after notification from the Association of the need for such maintenance and operation. LWG shall obtain the written approval of the SWFWMD prior to any construction or reconstruction of the Surface Water Management System. The prior written approval of the SWFWMD is not required in connection with the maintenance and/or repair of the Surface Water Management System provided that such maintenance and/or repair conform to SWFWMD standards as set forth by SWFWMD from time to time. Notwithstanding the foregoing, the SWFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against LWG to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation of conservation areas under the responsibility or control of LWG. At the time of construction of a building, residence or structure, LWG shall comply with the construction plans for the Surface Water Management System approved and on file with the SWFWMD.

3. Easement. Subject to the provisions of Section 4 of this Exhibit "C", a non-exclusive easement shall exist, and LWG and the Developer hereby grant an easement, in favor of the Association and its designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over the Withdrawal Property over, across and upon the Withdrawal Property for drainage, irrigation and water management purpose. Subject to the provisions of Section 4 of this Exhibit "C", a non-exclusive easement for ingress and egress and access exists as shown on the Plat for such parties to enter upon and over any portion of the Withdrawal Property in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Traditions at Winter Haven or which may obstruct or retard the flow of water through water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Exhibit "C".

4. Limitation on Easements. The easements granted in Section 4 of this Exhibit "C" are not intended to interfere, in any materially adverse manner, with the development of the Withdrawal Property in accordance with all permits and approvals that are required for such development and which shall be obtained in the future from all applicable governmental agencies (including SWFWMD, if applicable). Once improvements have been made to the Withdrawal Property in accordance with all required and obtained permits and approvals of all applicable governmental agencies, the easements granted under Section 3 shall be limited such that, in the exercise of the easement rights under Section 3, no party benefitted by those easements shall, in the exercise of its easement rights damage those improvements, nor shall the easements burden any vertical improvements except to the extent that those improvements are for drainage, irrigation, or water management purposes.

5. Enforcement. The covenants and obligations of LWG under this Exhibit "C", including without limitation LWG's maintenance and reimbursement obligations under Section 2 of this Exhibit "C", run with the title to the Withdrawal Property, and shall be enforceable by each of the Developer its successors and assigns, the Association, or the SWFWMD. The provisions of the Restriction document to which this Exhibit "C" is attached shall apply to this Exhibit "C", including without limitation Section 5 "Binding Effect"; Section 7, "Enforcement"; Section 11 "Venue"; and Section 12 "Attorneys Fees".

6. Wetland Conservation Areas. Parcels within the Withdrawal Property may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement (**"Wetland Conservation Areas"**). LWG and any subsequent owners of parcels abutting the Wetland Conservation Areas shall not remove native vegetation (including cattails) that become established within the Wetland Conservation Areas abutting their parcel. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. LWG and subsequent owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SWFWMD, Bartow Service Office, Surface Water Regulation Manager.

7. Use Restrictions for Wetland Conservation Areas. The conservation areas may in no way be altered from their natural or permitted state, with the exception of permitted maintenance activities as set forth in the Permit. These use restrictions may be defined on the Permit and the plats associated with the Withdrawal Property. Activities prohibited within the conservation areas include, but are not limited to, the following:

7.1 Construction or placing of landscaping, buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

7.2 Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

7.3 Removal of destruction of trees, shrubs or other vegetation; with exception of nuisance and exotic plant species as may be required by LWG;

7.4 Excavation, dredging, or removal of loam, peat, gravel, soi8l, rock or other material substance in such manner as to affect the surface;

7.5 Diking or fencing;

7.6 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

7.7 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation;

7.8 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and

7.9 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance.

8. Pre-approval of SWFWMD. Neither LWG nor any subsequent owner or occupant within the Withdrawal Property may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit issued by the SWFWMD and recorded plat(s) of Traditions at Winter Haven, unless prior approval is received from the SWFWMD Environmental Resource Regulation Department.

9. Compliance with Construction Plans. LWG and every subsequent owner or occupant within the Withdrawal Property at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water Management System approved and on file with the SWFWMD.

10. Release of Withdrawal Property from Water Management Covenants and Easements. The Water Management Covenants and Easements set forth in this Exhibit "C" are intended for the benefit of the Developer and the Association, and for the benefit of the SWFWMD until such time as they are released as described in this Section 10. If LWG is able to obtain a permit or permits from SWFWMD for the development of the Withdrawal Property (i)

that is separate from and replaces the Permit with respect to the Withdrawal Property, and (ii) that negates any obligations of the Association and Developer with respect to the Withdrawal Property Surface Water Management Systems, then LWG may request from the Developer and the Association a release of the Withdrawal Property from these Water Management Covenants and Easements. If LWG provides to the Developer and the Association a copy of the permit, and such information and certificates regarding the absence of Developer and Association obligations as either the Developer or the Association may reasonably request evidencing that the conditions described in the preceding sentence exist, the Developer and the Association shall execute a release of the Withdrawal Property from these Water Management Covenants and Easements. Upon execution of such release by the Developer and the Association, and recording of such release among the Public Records of Polk County, Florida, the Water Management Covenants and Easements set forth in this Exhibit "C" shall be released and of no further force and effect.

without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

Section 8.14 **Easements for Maintenance Purposes**. The Developer reserves for itself, the Association, and their respective agents, employees, successors and assigns, easements, in, on, over and upon each Building Site and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other Common Areas, the maintenance of which may be required to be performed by the Developer or the Association.

Section 8.15 **Easement for Encroachments**. The Developer reserves for itself, its successors, assigns and designees, an easement over each Building Site for the unintentional encroachment by improvements or structures constructed on adjoining Building Sites, provided however, the easement reserved hereby shall not extend more than five (5) feet into any Building Site. For purposes of determining whether or not a specific encroachment is unintentional, the determination of the Developer, in its sole discretion, shall be dispositive.

Section 8.16 **Use of Name "Bartram Park".** No Owner or occupant of any part of the Property shall use the name "Bartram Park" or any combination of name including the words "Bartram Park", with respect to or in the naming of any Owner or lessee of any part of a Building Site, or any project, complex, building, improvement, physical object, or business activity located or to be located within the Property, without the prior written consent of the Developer.

ARTICLE IX- NOTICE OF PERMIT REQUIREMENTS

Section 9.1 **Jurisdictional Areas and Permits**. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF CERTAIN PERMITS ISSUED BY THE ACOE AND BY THE SJRWMD (THE "PERMITS"). THE PERMITS ARE OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A BUILDING SITE WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE BUILDING SITE BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S BUILDING SITE AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER

AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD OR ACOE, AS APPLICABLE.

ARTICLE X INSURANCE

Section 10.1 Common Area Insurance. The Developer or the Association shall obtain casualty insurance for all insurable improvements on or serving the Common Area, including personal property and fixtures, to the extent that the same are a part of or serve the Common Area, against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost thereof. The Developer or the Association shall also obtain broad form public liability insurance covering the Common Area for the hazards of premises operations or actions arising out of bodily injury, property damage, false arrest, invasion of privacy or slander, which public liability policy shall afford coverage of at least $1,000,000.00 for any single occurrence with respect to the hazards enumerated therein. All policies must provide that they may not be canceled or substantially modified by any party without at least 10 days prior written notice to the Developer and the Association. Premiums for all such insurance shall be common expenses paid for by the Association from funds raised by assessments. During such time as the Developer shall have the right to appoint all or a majority of the Association's Board of Directors, the Developer may provide part or all of such insurance through a bona fide program of self insurance and risk management.

Section 10.2 Damage and Destruction. Immediately after any damage or destruction by fire or other casualty to any part of the Common Area that is covered by insurance providing coverage to the Association or the Developer, the Association or the Developer, as the case may be, shall proceed with the filing and settlement of all claims arising under such insurance. In the event the insurance proceeds paid to the Association or to the Developer are not sufficient to defray the cost of such repair or reconstruction, the Board shall levy a special assessment against all Owners in sufficient amounts to provide funds to pay such excess costs of repair or reconstruction. In the event of such damage or destruction, reconstruction or repair shall be commenced within 60 days of the casualty.

Section 10.3 Owner's Insurance. Each Owner shall obtain and maintain insurance, at its own expense, affording broad form public liability coverage and fire and extended casualty coverage for its Building Site and all improvements located thereon; provided, however, that no Owner shall maintain insurance coverage in any manner that decreases the amount that the Association or the Developer, on behalf of all Owners and their mortgagees, may realize under

any insurance policy that the Association or Developer may have in force with respect to the Common Area.

ARTICLE XI - GENERAL PROVISIONS

Section 11.1 Ground Leased Land. Where all or any part of a Building Site has been leased by the Owner of the fee simple title to the site under a ground lease having an original term of not less than ten years, then so long as such ground lease shall remain in effect, all references in these covenants to "Owner" shall be deemed to refer to the lessee under the ground lease, and any lien arising under the provisions of Article VI shall attach only to the interest in the Building Site of the lessee under the ground lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 11.1 shall be dispositive.

Section 11.2 Developer's Reserved Rights re: Easements. Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 11.2 shall be dispositive for all purposes; provided nothing contained in this Section 11.2 shall authorize the Developer to take any action that would have a material and adverse affect on any improved portion of the Property.

Section 11.3 Remedies for Violations.

11.3.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

Section 11.4 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 11.5 **Additional Restrictions**. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 11.6 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 11.7 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Building Site or other building parcel located within the Property. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Building Sites is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Duval County, Florida.

Section 11.8 **Assignment of Permit Responsibilities and Indemnification**. In connection with the development of the Property, the Developer assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System and the

ACOE Permit. The Developer hereby assigns to the Association, and the Association shall be solely responsible for, all of the Developer's obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable Permits and the plat of the Subdivision and for compliance with the ACOE Permit. Further, the Association shall indemnify, defend and hold the Developer harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 11.9 Conflict or Ambiguity in Documents. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 11.10 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 11.11 Effective Date. This Declaration shall become effective upon its recordation in the public records of Duval County, Florida.

Section 11.12 Reservation of Names. Except for use by the Association as provided in this Declaration, the Developer reserves exclusively for itself and its own use the name "Bartram Park" and no Owner or tenant shall use such names in the name of, or as part of the operation of, any business conducted on or from any Building Site, building, or improvement within the Property, or on any sign, or in any advertising, except as expressly approved in writing by the Developer.

Section 11.13 Disclaimers as to Water Bodies. NEITHER THE DEVELOPER, THE ASSOCIATION, THE DRC NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. 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.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS, AS WELL AS DEVELOPED AND OCCUPIED AREAS, WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY BUILDING SITE OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 11 day of April, 2001.

Signed, sealed and delivered
in the presence of:

Jennifer Lynch
Print Name

Steven Greenhut
Print Name

BARTRAM PARK, LTD., a Florida limited partnership

By: Bartram Trading Company, a Florida corporation, as its sole general partner

By: _____
J. Thomas Dodson, Jr.
President

00062368.WPD.4

STATE OF FLORIDA)
)SS
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 26th day of April, 2001, by J. Thomas Dodson, the President of Bartram Trading Company, a Florida corporation, as sole general partner of **BARTRAM PARK, LTD.**, a Florida limited partnership, on behalf of the partnership.

(Print Name Steven Greenhut)
NOTARY PUBLIC, State of
Florida at Large
Commission #
My Commission Expires:
Personally Known
or Produced I.D.
[check one of the above]
Type of Identification Produced

STEVEN B. GREENHUT
MY COMMISSION # CC 869052
EXPIRES December 4, 2003
Bonded Thru Notary Public Underwriters

00062368.WPD.4

CONSENT AND JOINDER TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR BARTRAM PARK

FLAGLER DEVELOPMENT COMPANY, a Florida corporation does hereby consent to and join in the execution of the Declaration of Covenants Restrictions for Bartram Park ("Declaration") to which this Consent and Joinder is attached and simultaneously recorded, and by such consent and joinder does hereby agree that any real property owned by the undersigned that is within the lands described by Exhibit A attached to the Declaration, shall hereafter be subject to all terms and provisions of the Declaration.

Signed, Sealed and Delivered
in the presence of:

_____
Print Name: KARL B. HANSEN III

_____
Print Name: STEVEN GREENHUT

FLAGLER DEVELOPMENT COMPANY, a Florida corporation

By: _____
G. John Carey
President

STATE OF Florida }
}SS
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 26th day of April, 2001, by G. John Carey, as President of **FLAGLER DEVELOPMENT COMPANY**, a Florida corporation, on behalf of the corporation.

STEVEN B. GREENHUT
COMMISSION # CC 869052
EXPIRES December 4, 2003
Bonded Thru Notary Public Underwriters

_____
(Print Name STEVEN GREENHUT)
NOTARY PUBLIC
State of _____ at Large
Commission #_____
My Commission Expires:
Personally known _____
or Produced I.D. _____
[check one of the above]

Type of Identification Produced

_____

00062368.WPD.4

COMPOSITE OF TRACTS 3A, 26, 28, 28A AND 29

A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH 00°43'26" WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON S.R.D. RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95, SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH 40°25'29" WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 39°16'15" WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 60°46'30" WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH 83°26'00" WEST, 936.05 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°56'40" WEST, 166.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST: COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°01'22" WEST, 52.18 FEET; THENCE NORTH 78°31'34" WEST, 853.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 11°30'19" WEST, 104.79 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 32.00 FEET, AN ARC DISTANCE OF 10.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 21°00'46" WEST, 10.57 FEET TO THE POINT OF REVERSE

CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 188.00 FEET, AN ARC DISTANCE OF 124.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 11°30'18" WEST, 122.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 32.00 FEET, AN ARC DISTANCE OF 10.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 01°59'58" WEST, 10.57 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 11°30'19" WEST, 553.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1101.32 FEET, AN ARC DISTANCE OF 963.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 13°33'11" EAST, 932.90 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 38°36'40" EAST, 273.14 FEET; THENCE NORTH 51°23'20" EAST, 12.00 FEET; THENCE SOUTH 38°36'40" EAST, 598.82 FEET; THENCE SOUTH 66°15'26" WEST, 638.84 FEET; THENCE SOUTH 08°01'18" EAST, 253.23 FEET; THENCE SOUTH 88°19'15" WEST, 225.03 FEET; THENCE SOUTH 85°10'58" WEST, 195.66 FEET; THENCE SOUTH 55°30'57" WEST, 202.80 FEET; THENCE SOUTH 35°53'20" EAST, 132.18 FEET; THENCE SOUTH 52°36'46" WEST, 460.60 FEET; THENCE SOUTH 39°01'21" WEST, 230.84 FEET; THENCE NORTH 67°32'01" WEST, 164.89 FEET; THENCE NORTH 23°48'22" EAST, 198.21 FEET; THENCE NORTH 17°26'51" WEST, 218.74 FEET; THENCE NORTH 10°36'42" EAST, 613.33 FEET; THENCE NORTH 21°00'11" WEST, 678.16 FEET; THENCE NORTH 15°16'45" WEST, 490.53 FEET; THENCE NORTH 16°31'55" WEST, 306.55 FEET; THENCE NORTH 18°35'58" EAST, 312.80 FEET; THENCE NORTH 06°08'41" WEST, 185.24 FEET; THENCE NORTH 76°13'42" WEST, 330.49 FEET; THENCE NORTH 45°14'42" WEST, 196.29 FEET; THENCE NORTH 47°17'09" WEST, 115.61 FEET; THENCE SOUTH 66°09'33" WEST, 70.94 FEET; THENCE NORTH 21°14'15" WEST, 213.98 FEET; THENCE NORTH 15°27'14" WEST, 368.98 FEET; THENCE NORTH 13°59'47" WEST, 279.65 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD, (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); AND TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 77°54'30" EAST, 125.93 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 78°31'34" EAST, 2135.99 FEET TO THE POINT OF BEGINNING.

COMPOSITE OF TRACTS 3B AND 16

A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE SOUTH 01°06'12" EAST, ALONG THE EAST LINE OF SAID SECTION 25 ALSO BEING THE WEST LINE OF SAID SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, SAID DUVAL COUNTY, 223.31 FEET; THENCE SOUTH 80°30'01"WEST, 77.40 FEET; THENCE SOUTH 46°45'12" WEST, 87.30 FEET; THENCE SOUTH 56°23'29" WEST, 72.90 FEET; THENCE SOUTH 64°50'46" WEST, 206.23 FEET; THENCE SOUTH 51°57'49" WEST, 180.06 FEET; THENCE SOUTH 18°51'38" WEST, 136.24 FEET; THENCE SOUTH 26°28'19" WEST, 132.71 FEET; THENCE NORTH 75°33'54" WEST, 97.11 FEET; THENCE SOUTH 69°24'53" WEST, 106.32 FEET; THENCE SOUTH 33°27'58" WEST, 87.59 FEET; THENCE SOUTH 26°26'03" WEST, 71.71 FEET; THENCE SOUTH 11°59'47" WEST, 57.29 FEET; THENCE SOUTH 75°04'49" WEST, 27.43 FEET; THENCE SOUTH 53°03'11" WEST, 30.33 FEET; THENCE SOUTH 45°25'26" WEST, 168.00 FEET TO AN ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 496.75 FEET, AN ARC DISTANCE OF 26.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH 43°02'16" WEST, 26.67 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1089.32 FEET, AN ARC DISTANCE OF 385.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH 31°20'57" WEST, 383.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 59°29'45" WEST, 1015.20 FEET; THENCE NORTH 39°10'10" WEST, 243.35 FEET; THENCE SOUTH 72°12'31" WEST, 102.64 FEET; THENCE NORTH 13°07'39" WEST, 233.12 FEET; THENCE NORTH 57°34'48" EAST, 347.65 FEET; THENCE NORTH 05°28'39" WEST, 393.20 FEET; THENCE NORTH 63°14'11" EAST, 779.24 FEET; THENCE SOUTH 15°32'36" EAST, 722.11 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1089.32 FEET, AN ARC DISTANCE OF 107.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°22'16" EAST, 107.48 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

COMPOSITE OF TRACTS 3C, 10 AND 13

A PORTION OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVA
COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 24, ALSO BEING TH
SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 28 EAST
SAID DUVAL COUNTY; THENCE NORTH 00°43'26" WEST, 1767.77 FEET TO TH
POINT OF BEGINNING; THENCE SOUTH 78°17'06" WEST, 13.41 FEET; THENC
SOUTH 82°19'09" WEST, 78.31 FEET; THENCE SOUTH 70°06'27" WEST, 85.1
FEET; THENCE SOUTH 62°22'59" WEST, 83.46 FEET; THENCE SOUTH 55°24'08
WEST, 41.54 FEET; THENCE SOUTH 58°13'09" WEST, 53.87 FEET; THENC
SOUTH 61°14'17" WEST, 102.60 FEET; THENCE SOUTH 69°29'05" WEST, 94.9
FEET; THENCE SOUTH 88°17'45" WEST, 76.27 FEET; THENCE NORTH 22°35'03
WEST, 52.79 FEET; THENCE NORTH 13°01'59" EAST, 57.89 FEET; THENC
NORTH 42°16'17" EAST, 183.36 FEET; THENCE NORTH 03°22'47" EAST, 73.7
FEET; THENCE SOUTH 85°27'35" WEST, 67.91 FEET; THENCE SOUTH 72°18'27
WEST, 156.82 FEET; THENCE SOUTH 72°17'58" WEST, 94.70 FEET; THENC
SOUTH 71°55'19" WEST, 68.78 FEET; THENCE NORTH 44°07'49" WEST, 35.9
FEET; THENCE SOUTH 78°50'54" WEST, 98.59 FEET; THENCE NORTH 80°15'28
WEST, 94.24 FEET; THENCE NORTH 87°12'24" WEST, 106.41 FEET; THENC
SOUTH 80°46'33" WEST, 108.14 FEET; THENCE SOUTH 62°52'35" WEST, 50.9
FEET; THENCE SOUTH 50°04'43" WEST, 99.47 FEET; THENCE SOUTH 46°14'28
WEST, 104.08 FEET; THENCE SOUTH 86°58'57" WEST, 107.59 FEET; THENC
SOUTH 87°21'01" WEST, 88.48 FEET; THENCE SOUTH 68°55'30" WEST, 79.5
FEET; THENCE NORTH 28°58'18" WEST, 37.86 FEET; THENCE NORTH 14°07'59
WEST, 72.00 FEET; THENCE NORTH 38°41'30" WEST, 58.61 FEET; THENC
NORTH 73°25'26" WEST, 98.73 FEET; THENCE NORTH 86°28'21" WEST, 124.8
FEET; THENCE NORTH 77°13'28" WEST, 108.03 FEET; THENCE NORT
57°42'36" WEST, 87.16 FEET; THENCE SOUTH 61°58'33" WEST, 184.23 FEE
TO THE ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND TH
ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 897.3
FEET, AN ARC DISTANCE OF 695.55 FEET, SAID ARC BEING SUBTENDED BY
CHORD BEARING AND A DISTANCE OF NORTH 10°42'03" WEST, 678.26 FEET T
THE POINT OF TANGENCY; THENCE NORTH 11°30'19" EAST, 553.75 FEET T
THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE ALONG AN
AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIU
OF 35.50 FEET, AN ARC DISTANCE OF 11.78 FEET, SAID ARC BEIN
SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°00'40" EAST
11.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO TH
NORTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAV
NORTHWESTERLY, HAVING A RADIUS OF 184.50 FEET, AN ARC DISTANCE O
122.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND
DISTANCE OF NORTH 11°30'19" EAST, 120.20 FEET TO THE POINT OF REVERS
CURVATURE OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND TH
ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 35.50 FEET
AN ARC DISTANCE OF 11.78 FEET, SAID ARC BEING SUBTENDED BY A CHOR

BEARING AND A DISTANCE OF NORTH 01°59'53" EAST, 11.73 FEET TO THE POINT OF TANGENCY; THENCE NORTH 11°30'19" EAST, 104.91 FEET TO A LINE LYING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD, (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) THENCE SOUTH 78°31'34" EAST, ALONG LAST SAID LINE, 649.39 FEET TO THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64 AND TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG SAID SERVICE ROAD RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 61°01'22" EAST, 52.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 80°56'40" EAST, 166.98 FEET TO THE POINT OF NON TANGENCY; COURSE NO. 3; SOUTH 83°26'00" EAST, 936.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; COURSE NO. 4; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°46'30" EAST, 51.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; COURSE NO. 5; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF SOUTH 39°16'15" EAST 470.22 FEET TO THE POINT OF TANGENCY; COURSE NO. 6; SOUTH 40°25'29" EAST, 308.24 FEET; TO EASTERLY LINE OF SAID SECTION 24; THENCE SOUTH 00°43'26" EAST, 515.78 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

BORROW PIT NO. 5 (O.R.V. 2346, PAGE 137)
THAT PART OF:
THE N ½ OF THE SE ¼ AND S ½ OF THE NE ¼, SOUTHERLY OF OLD ST AUGUSTINE ROAD, OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST;

(A) DESCRIBED AS FOLLOWS: COMMENCE AT A POINT ON THE EAST BOUNDARY OF AFORESAID SECTION 25 LOCATED 2621.39 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE RUN NORTH 40°23'54" WEST 48.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEASTERLY, WITH A RADIUS OF 11,459.16 FEET; THENCE NORTHWESTERLY 516.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°34'55" TO A POINT; THENCE NORTH 86°02'39" WEST

921.55 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO TH NORTHERLY WITH A RADIUS OF 2864.79 FEET AND A CENTRAL ANGLE O 07°42'40"; THENCE NORTHWESTERLY 385.56 FEET ALONG SAID CURVE T THE END OF CURVE; THENCE NORTH 78°19'59" WEST 92.89 FEET; THENC SOUTH 11°40'01" WEST 160 FEET TO THE POINT OF BEGINNING O BORROW PIT NO. 5; THENCE SOUTH 78°19'59" EAST 500 FEET; THENC SOUTH 00°40'01" WEST 900 FEET; THENCE NORTH 78°19'59" WEST 100 FEET; THENCE NORTH 11°40'01" EAST 300 FEET; THENCE SOUT 78°19'59" EAST 500 FEET; THENCE NORTH 11°40'01" EAST 600 FEET T THE POINT OF BEGINNING.

AND

(B) LYING EASTERLY AND WITHIN 40 FEET OF HAUL ROAD SURVEY LIN DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF BEGINNING OF BORROW PIT NO. 5 AS LOCATE ABOVE AND RUN NORTH 11°40'01" EAST 160 FEET TO THE END OF SAI SURVEY LINE.

TOGETHER WITH

TRACT 8-A1

A PORTION OF SECTION 24,TOWNSHIP 4 SOUTH, RANGE 27 EAST,DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH 00°43'26" WEST, ALONG THE WEST LINE OF SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 487.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°43'26" WEST, ALONG LAST SAID LINE, 1280.28 FEET; THENCE SOUTH 78°17'06" WEST, 13.41 FEET; THENCE SOUTH 82°19'09" WEST, 78.31 FEET; THENCE SOUTH 70°06'27" WEST, 85.16 FEET; THENCE SOUTH 62°22'59" WEST, 83.46 FEET; THENCE SOUTH 55°24'08" WEST, 41.54 FEET; THENCE SOUTH 58°13'09" WEST, 53.87 FEET; THENCE SOUTH 61°14'17" WEST, 102.60 FEET; THENCE SOUTH 69°29'05" WEST, 94.95 FEET; THENCE SOUTH 88°17'45" WEST, 76.27 FEET; THENCE NORTH 22°35'03" WEST, 52.79 FEET; THENCE NORTH 13°01'59" EAST, 57.89 FEET; THENCE NORTH 42°16'17" EAST, 183.36 FEET; THENCE NORTH 03°22'47" EAST, 73.73 FEET; THENCE SOUTH 85°27'35" WEST, 67.91 FEET; THENCE SOUTH 72°18'27" WEST, 156.82 FEET; THENCE SOUTH 72°17'58" WEST, 94.70 FEET; THENCE SOUTH 71°55'19" WEST, 68.78 FEET; THENCE NORTH 44°07'49" WEST, 35.92 FEET, THENCE SOUTH 78°50'54" WEST, 98.59 FEET; THENCE NORTH 80°15'28" WEST, 94.24 FEET; THENCE NORTH 87°12'24" WEST, 106.41 FEET; THENCE SOUTH 80°46'33" WEST, 108.14 FEET; THENCE SOUTH 62°52'35" WEST, 50.94 FEET; THENCE SOUTH 50°04'43" WEST, 99.47 FEET; THENCE SOUTH 46°14'28" WEST, 104.08 FEET; THENCE SOUTH 86°58'57" WEST, 107.59 FEET; THENCE SOUTH 87°21'01" WEST, 88.48 FEET; THENCE SOUTH 68°55'30" WEST, 79.53 FEET; THENCE NORTH 28°58'18" WEST, 37.86 FEET; THENCE NORTH 14°07'59" WEST, 72.00 FEET; THENCE NORTH 38°41'30" WEST, 58.61 FEET; THENCE NORTH 73°25'26" WEST, 98.73 FEET; THENCE NORTH 86°28'21" WEST, 124.82 FEET; THENCE NORTH 77°13'28" WEST, 108.03 FEET; THENCE NORTH 57°42'36" WEST, 87.16 FEET; THENCE SOUTH 61°58'33" WEST, 184.23 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 897.32 FEET, AN ARC DISTANCE OF 89.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°45'32" EAST, 89.30 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 38°36'40" EAST, 260.14 FEET; THENCE SOUTH 51°23'20" WEST, 12.00 FEET; THENCE SOUTH 38°36'40" EAST, 840.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1090.68 FEET, AN ARC DISTANCE OF 362.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°05'00" EAST, 361.07 FEET; THENCE SOUTH 90°00'00" EAST, 1471.25 FEET TO THE POINT OF BEGINNING.

TRACT 8-A2

A PORTION OF SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH 00°43'10" WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY FLORIDA, A DISTANCE OF 2386.51 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE ON INTERSTATE NO. 95 (A 300 FOOT RIGHT-OF-WAY AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64); THENCE SOUTH 40°25'29" EAST, ALONG LAST SAID LINE, 3074.46 FEET; THENCE SOUTH 65°16'39" WEST, 92.48 FEET; THENCE SOUTH 68°03'38" WEST, 132.97 FEET; THENCE SOUTH 43°05'04" WEST, 137.61 FEET; THENCE SOUTH 54°14'33" WEST, 111.54 FEET; THENCE SOUTH 63°33'20" WEST, 57.02 FEET; THENCE SOUTH 04°35'43" WEST, 87.93 FEET; THENCE SOUTH 29°29'56" EAST, 43.97 FEET; THENCE SOUTH 43°11'33" EAST, 45.55 FEET; THENCE SOUTH 29°39'20" EAST, 43.29 FEET; THENCE SOUTH 03°57'28" EAST, 46.62 FEET; THENCE SOUTH 89°17'26" WEST, 1581.97 FEET; TO THE WEST LINE OF SAID SECTION 30, ALSO BEING THE EAST LINE OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY, FLORIDA; THENCE NORTH 01°04'30" WEST, ALONG LAST SAID LINE, 496.51 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

TRACT 30

A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE SOUTH 01°06'12" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 25 ALSO BEING THE WESTERLY LINE OF SAID SECTION 30, 223.31 FEET; THENCE SOUTH 80°30'01" WEST, 77.40 FEET; THENCE SOUTH 46°45'12" WEST, 87.30 FEET; THENCE SOUTH 56°23'29" WEST, 72.90 FEET; THENCE SOUTH 64°50'46" WEST, 206.23 FEET; THENCE SOUTH 51°57'49" WEST, 180.06 FEET; THENCE SOUTH 18°51'38" WEST, 136.24 FEET; THENCE SOUTH 26°28'19" WEST, 132.71 FEET; THENCE NORTH 75°33'54" WEST, 97.11 FEET; THENCE SOUTH 69°24'53" WEST, 106.32 FEET; THENCE SOUTH 33°27'58" WEST, 87.59 FEET; THENCE SOUTH 26°26'03" WEST, 71.71 FEET; THENCE SOUTH 11°59'47" WEST, 57.29 FEET; THENCE SOUTH 75°04'49" WEST, 27.43 FEET; THENCE SOUTH 53°03'11"WEST, 30.33 FEET TO AN ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 328.75 FEET, AN ARC DISTANCE OF 17.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH 43°02'16" WEST, 17.65 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 921.32 FEET, AN ARC DISTANCE OF 417.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°31'17" WEST, 413.81 FEET TO THE POINT OF TANGENCY; THENCE NORTH 15°32'36" WEST, 1089.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1078.68 FEET, AN ARC DISTANCE OF 25.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH 16°13'22" WEST, 25.58 FEET; THENCE NORTH 73°05'53" EAST, 12.00 FEET TO AN ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1090.68, AN ARC DISTANCE OF 50.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH 18°13'43" WEST, 50.51 FEET; THENCE NORTH 90°00'00" EAST, 1471.25 FEET TO THE EASTERLY LINE OF SAID SECTION 24 ALSO BEING THE WESTERLY LINE OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY; THENCE SOUTH 00°43'26" EAST, ALONG LAST SAID LINE, 487.47 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Common Area

No Common Property is designated by the Developer as of the date of recording this Declaration.

Doc # 2018064443, OR BK 18319 Page 2347, Number Pages: 3,
Recorded 03/20/2018 08:16 AM, RONNIE FUSSELL CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING $27.00

This instrument prepared by/return to:
Edward Ronsman, Esq.
Jackson Law Group
1301 Plantation Island Drive, Suite 304
St. Augustine, FL 32080

CERTIFICATE OF AMENDMENT OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR GREENBRIER AT BARTRAM PARK

THIS AMENDMENT to the Declaration of Covenants, Conditions, Restrictions, and Easements for Greenbrier at Bartram Park ("Declaration") is made this 1 day of MARCH, 2018. The undersigned officers of Greenbrier Homeowners Association, Inc. ("Association") hereby certify that the following amendment to the Declaration was proposed by the Board of Directors and approved by the affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the Members voting in person or by proxy at the duly noticed and convened membership meeting of the Association held on February 26, 2018 in accordance with the procedures prescribed by the Declaration and Bylaws. The following provisions shall amend the provisions of the Declaration originally recorded at Book 13337, Page 1072, et seq. of the Official Public Records of Duval County, Florida.

(Additions are indicated by underline, deletions are indicated by ~~strikethrough~~)

9.23. Leasing of Residences.

(A) Entire Residences may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. The lease of any Residence shall not release or discharge the Owner from compliance with any of his obligations and duties as an Owner. No lease or sublease shall be for a period of less than seven (7) calendar months (e.g. an Owner cannot lease its Residence for seven (7) months or more and then allow the lessee to rent out all or any portion of the Residence for periods of less than seven (7) months). Every lease shall be in writing and must be provided to the Association within fifteen (15) days following execution of the lease. Failure to provide the lease to the Association within the appropriate timeframe shall entitle the Association to levy a fine of $100.00 per day until the lease is provided.

(B) The lease shall also specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits thereto), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The lease must contain a provision in which the tenant signs and acknowledges the receipt of a copy of the Declaration and the rules and regulations in effect at the time of the lease (if applicable). The lease must provide that a violation of the Declaration shall constitute a default under the lease. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the

Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Residence therefore. All leases are subordinate to any lien filed by the Association, whether prior or subsequent to such lease. ~~If so required by the Association,~~ any Owner desiring to lease a Residence ~~may~~ shall be required to place in escrow with the Association a deposit in the amount of $500.00 ~~reasonable sum, not to exceed the equivalent of one (1) month's rent~~, which ~~may~~ shall be used by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

(C) When a Residence is leased, a tenant shall have all use rights in the Property otherwise readily available for use generally by Owners, and the Owner of the leased Residence shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. Dual usage by an Owner and a tenant of the Property otherwise readily available for use generally by Owners is prohibited. Tenants shall contact Owner with any issues pertaining to the Residence, and shall not communicate with any managing entity engaged by the Association.

(D) A covenant shall exist designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of the above referenced declarations or rules and regulations, which covenant shall be an essential element of any such lease or tenancy agreement, whether or not specifically included therein. This shall specifically include the ability of the Association to evict any tenant as provided in Chapter 83 of the Florida Statutes governing residential tenants. In no instance, however, shall the Association be obligated to any Owner or tenant for financial as a result of a termination of the lease.

(E) A Residence may not be leased by an Owner until at least one (1) year has elapsed since the transfer of the property to the Owner. An Owner may enter into a lease agreement otherwise compliant with this Section, however, the commencement of the lease shall not be until at least one (1) year from the date of transfer. For the purposes of this provision, the date of transfer is the date of the execution of the deed or interest in property to the Owner. The one (1) year period shall not apply as to the Association taking title to a Residence by way of foreclosure or deed in lieu of foreclosure. In such instances the Association shall be entitled to immediately lease a Residence.

(F) Any lease of a Residence within one (1) year of an Owner's obtaining title or ownership interest in such Residence shall be subject to a fine of $100.00 per day.

(G) Notwithstanding the foregoing, the Association shall have the ability, but not the obligation, to approve the leasing of a Residence prior to expiration of the first year of ownership upon the showing of a hardship by an Owner. The Board of Directors shall have the authority to consider the following factors, including (i) the nature, degree and likely duration of the hardship; (ii) the harm, if any, that will result to the Association if the lease is approved; (iii) the number of hardship approvals that have been given to other Owners; and (iv) the Owner's ability to cure the hardship. A "hardship" as described herein shall include, but not be limited to, the following situations: (i) An Owner must relocate his or her residence outside the Jacksonville metropolitan area and cannot, within six (6) months from the date that the Residence was placed on the market, sell the Residence except at a price below the current appraised market value, after having made reasonable efforts to

do so; (ii) where the Owner dies and the Residence is being administered by his or her estate; (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Residence; (iv) the Owner's employment is terminated and Owner has been unemployed for 90 days or more, or (v) the Owner is deployed on active military status. The Board of Directors shall be entitled to review each hardship request on a case by case basis, and shall not be obligated to issue despite similar facts or circumstances with a request which resulted in a hardship being approved.

(H) Any lease in existence as of the effective date of this amendment shall be subject to all of the provisions contained herein. This shall specifically include, but not be limited to, the requirement that any Owner renewing an existing lease submit the $500.00 security deposit as provided in Paragraph (B).

IN WITNESS WHEREOF, the President and Treasurer of Greenbrier Homeowners Association, Inc. have executed this certificate on the date written above

Witnesses

Signature of Witness 1

GREG BORYS
Printed

Signature of Witness 2

Judy Kantar
Printed

Greenbrier Homeowners Association, Inc.

Signature of President

Phillip Pope
Printed

Signature of Treasurer

Alex Nasser
Printed

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 1 day of March, 2018, by Phillip Pope as President, and by Alex Nasser as Treasurer of the Greenbrier Homeowners Association, Inc.

(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification
Type of Identification Produced: _____.

MARILYN CLAYTON
Notary Public – State of Florida
Commission # GG 171508
My Comm. Expires Dec 28, 2021
Bonded through National Notary Assn.

Doc # 2016257360, OR BK 17770 Page 2425, Number Pages: 3, Recorded 11/08/2016 at 04:01 PM, Ronnie Fussell CLERK CIRCUIT COURT DUVAL COUNTY RECORDING $27.00

AMENDMENT TO THE BYLAWS OF GREENBRIER HOMEOWNERS' ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT

This Amendment to the Bylaws of Greenbrier Homeowners' Association, Inc. (the "**Amendment**") is made on this 3RD day of February, 2015, by PULTE HOME CORPORATION, a Michigan corporation (the "**Developer**").

RECITALS

A. Developer has subjected certain property to the terms and conditions of that certain Declaration of Covenants, Conditions, Restrictions and Easements for Greenbrier at Bartram Park, recorded in Official Records Book 13337, Page 1072 (the "**Declaration**"), as amended by the Articles of Amendment to Articles of Incorporation for Greenbrier Homeowners' Association, Inc., recorded in Official Records Book 14411, Page 964 (the "**First Amendment to Articles**") and Amendment to Articles of Incorporation dated June 3, 2013 and filed with Secretary of State on June 7, 2013 (the "**Second Amendment to Articles**"), all of the public records of Duval County, Florida.

B. Article XIII, Section 1 of the Bylaws provides that until Turnover, the Bylaws can be amended by the Class B Member without the consent or joinder of any Class A Member.

C. As of the date of this Amendment, Turnover has not occurred. Therefore, Developer has the authority to make this Amendment.

NOW THEREFORE, the Developer hereby amends the Bylaws as follows:

As used herein the following shall apply: words in text which are lined through (~~————~~) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text.

1. The recitals set forth above are true and correct and are incorporated herein by reference. All capitalized terms which are not defined in this Amendment shall have the same definition as appears in the Declaration.

2. Section 5 of the Bylaws are amended as follows:

> "Section 5. Quorum. The presence at the meeting of Members or proxies entitled to vote ~~thirty percent (30%)~~ twenty percent (20%) of the votes of membership shall constitute a quorum for any action, except a otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws."

3. The Bylaws, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety

4. In the event that there is a conflict between this Amendment and the Bylaws, this Amendment shall control. Whenever possible, this Amendment and the Bylaws shall be construed as a single document. Except as modified hereby, the Bylaws shall remain in full force and effect.

[Signature on the Following Page]

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed by its duly authorized representative and has affixed its corporate seal as of this 3 day of February, 2015.

WITNESSES:

Print Name: Angel Alfonso

Print Name: Carlos Gregory

"DEVELOPER"

PULTE HOME CORPORATION, a Michigan corporation

By: _____
Name: Dan Fitzpatrick
Title: Vice President of Finance

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 3rd day of February 2015, by Dan Fitzpatrick, as Vice President of Finance of PULTE HOME CORPORATION, a Michigan corporation. He [is personally known to me] [has produced _____ as identification].

Notary Public
Print Name: Carlos Gregory
My Commission Expires: 9/8/15

Notary Public - State of Florida
My Comm. Expires Sep 8, 2015
Commission # EE 128820
Bonded Through National Notary Assn.

s:\jayz\clients\pulte\jacksonville division\greenbrier\governing documents\bylaws\amendments\1st amendment1 to bylaws - greenbrier.docx

Doc # 2008059086, OR BK 14411 Page 964, Number Pages: 2, Filed & Recorded 03/07/2008 at 10:49 AM, JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY RECORDING $18.50

Prepared by and Return to:
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION FOR GREENBRIER HOMEOWNERS' ASSOCIATION, INC.

THESE ARTICLES OF AMENDMENT ("Amendment") are made this 18th day of February, 2008, by Greenbrier Homeowners' Association, Inc., a Florida not for profit corporation.

RECITALS:

A. Pulte Home Corp. (**"Developer"**) subjected certain property to the terms and conditions of that certain Declaration of Covenants, Conditions, Restrictions and Easements for Greenbrier at Bartram Park which was recorded on June 19, 2006 at Official Records Book 13337, at Page 1072 of the Public Records of Duval County, Florida (the **"Declaration"**) and the Articles of Incorporation for Greenbrier Homeowners' Association, Inc. (the **"Association"**), dated January 10, 2006 (the **"Articles of Incorporation"**).

B. The Developer is the Class B Member of the Association.

C. Pursuant to Article VI.2. of the Articles of Incorporation of the Association the Class B Member of the Association shall be entitled to the sole right to vote in Association matters until the occurrence of Turnover.

D. As of the date of this Amendment, Turnover has not occurred.

E. The Directors of the Association have been instructed by Developer to amend the Articles of Incorporation as set forth herein.

NOW, THEREFORE, the Association hereby amends the Articles of Incorporation as follows:

1. RECITALS. The Recitals to this Amendment are true and correct and are incorporated by reference and made a part hereof.

2. DEFINED TERMS. All defined terms utilized herein but not defined in this Amendment shall have the meaning ascribed to said terms in the Declaration and Articles of Incorporation.

3. TURNOVER. Article VI(2)(a) of the Articles of Incorporation is amended and restated in its entirety as follows: "Three months after ninety percent (90%) of the Parcels in the Property that will ultimately be operated by the Association have been conveyed to the Class A Members."

4. RATIFICATION. Except as herein amended, the terms and conditions of the Articles of Incorporation remain in full force and effect.

The undersigned officer of the Association has executed this Amendment this 18th day of February, 2008.

GREENBRIER HOMEOWNERS' ASSOCIATION, INC.,
a Florida not for profit corporation

By: William Genovese
William Genovese
Its President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18th day of February, 2008, by William Genovese, as President of Greenbrier Homeowners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is ☑ personally known to me or ☐ who produced _____ as identification.

Tiffany W. Mills
Print Name: Tiffany W. Mills
Notary Public
My commission expires: Nov. 26, 2010
Commission Number DD617178

[SEAL]

5109162_v2

Tiffany W. Mills
Commission # DD617178
Expires November 26, 2010
Bonded Troy Fain - Insurance Inc 800-385-7019

Doc # 2006212092, OR BK 13337 Page 1072, Number Pages: 85, Filed & Recorded 06/19/2006 at 02:35 PM, JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY RECORDING $724.00

Prepared by and return to:
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GREENBRIER AT BARTRAM PARK

TABLE OF CONTENTS

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GREENBRIER AT BARTRAM PARK

THIS DECLARATION is made this 16th day of June, 2006, by PULTE HOME CORPORATION, a Michigan corporation, hereinafter referred to as "Developer," who recites and provides:

RECITALS:

A. Developer is the owner of certain land located in Duval County, Florida, which it intends to develop as a planned unit community consisting of townhome residences, which community will be commonly referred to as "Greenbrier at Bartram Park", and which land is more fully described in **Exhibit A** attached hereto and made a part hereof (the "Property").

B. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Developer desires to subject the Property to the protective covenants, conditions, restrictions, easements, charges and liens of this Declaration, each and all of which are for the benefit of the Property and of each Owner of a portion thereof.

C. To provide for the efficient management of the Property, Developer deems it desirable to create a not-for-profit corporation with the power and duty of administering and enforcing the protective covenants, conditions, restrictions and easements, charges and liens hereinafter set forth, including, without limitation, the maintenance and administration of the Common Property and the collection and disbursement of the Assessments hereinafter created. To accomplish this objective, Developer has created or will create the Greenbrier Homeowners' Association, Inc., a Florida not-for-profit corporation, whose membership shall include all Owners of all or any part of the Property.

D. The Property is part of the Bartram Park Development of Regional Impact as described in Ordinance #2000-451-E, adopted by the City of Jacksonville on August 4, 2000, as amended ("Bartram Park DRI").

E. The Property will be developed as attached townhomes.

NOW, THEREFORE, Developer declares that the Property shall be held, sold, occupied, and conveyed subject to the following covenants, conditions, restrictions, easements, and limitations, which are for the purpose of protecting the value and desirability of the Property, shall run with the title to the Property, and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof and Developer.

ARTICLE 1
DEFINITIONS

1.1. Defined Terms.

The following definitions shall apply wherever these capitalized terms appear in this Declaration:

(A) "Additional Property" shall mean any property that may be added to the Property by supplemental declaration in accordance with Article 13 hereof, which Additional Property shall then be included within the term "Property."

(B) "Annual Assessment" is defined in Section 7.2

(C) "ARB" means the Architectural Review Board of the Association.

(D) "Articles" means the Articles of Incorporation for the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as **Exhibit B**.

(E) "Assessment" means all types of charges to which a Parcel is subject, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments and Parcel Assessments.

(F) "Assessment Charge" means all Assessments currently owed by each Owner, together with any late fees, interest, and costs of collection (including reasonable attorney's fees) when delinquent.

(G) "Association" means Greenbrier Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns, which is responsible for the management and operation of the Property.

(H) "Association Documents" are defined in Article 12.

(I) "Bartram Park Association" has the meaning set forth in Article 16.

(J) "Bartram Park Documents" has the meaning set forth in Article 16.

(K) "Board of Directors" or "Board" means the Board of Directors of the Association.

(L) "Building(s)" means the buildings containing Residence(s) located on the Property.

(M) "Bylaws" means the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as **Exhibit C**.

(N) "Common Property" means all of the Property excluding the Parcels, whether improved or unimproved, together with any Improvements thereon and all personal property, intended for the common use and enjoyment of the Owners and any areas within the Property serving the Property as a whole, which the Association is obligated to maintain, notwithstanding that it may not own the underlying fee simple title to such areas (including, without limitation, the water within stormwater retention and lake areas, all drainage easements reserved in these Covenants and in the Plat and all portions of the Stormwater Management System and the Common Roads); provided however that the Common Property shall not include any portion of the Parcels except those portions of the Parcels included within the retention and lake areas and the Stormwater Management System. The Common Property to be maintained by the Association may include, but is not limited to, Tracts A, B, C, D, E, F, G, H, I, J, K, L and M as depicted on the Plat, Common Roads, green space, open space, buffer and landscape areas, conservation or preservation areas, walking paths, entranceways and entrance features/walls, signage, limited vehicular access gate, mail kiosks, lakes, fountains in the lakes, recreational facilities, including the clubhouse, swimming pool, fitness room, any community monitoring system, any electronic entry system, clubhouse restrooms and other similar improvements, provided that the foregoing shall not be deemed a

representation that any of the foregoing will be provided. Developer will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Property, but such identification shall not be required in order for a portion of the Property to be deemed Common Property hereunder.

(O) "Common Roads" mean the roads depicted on the Plat, including without limitation, Woody Vine Drive, English Peak Court, Roundleaf Drive and Climbing Vine Drive, which provide ingress or egress to a Parcel or Residence or any portion of the Property. The Common Roads shall be conveyed to the Association and shall be maintained by the Association commencing at such time as they are completed. Unless specifically set forth to the contrary, references to Common Property shall include Common Roads.

(P) "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Developer or pursuant to any grant of easement or authority by Developer within the Property and serving more than one (1) Parcel.

(Q) "County" means Duval County, Florida.

(R) "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as it may hereafter be amended and supplemented from time to time.

(S) "Developer" means Pulte Home Corporation, a Michigan corporation, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of the Property. Reference in this Declaration to Pulte Home Corporation as the Developer under this Declaration is not intended and shall not be construed to impose upon Pulte Home Corporation, any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Parcels within the Property from Pulte Home Corporation, and develop and resell the same. Developer may also be an Owner, for so long as Developer shall be the record owner of any Parcel.

(T) "Emergency Assessment" is defined in Section 7.2.

(U) "Improvements" means any Residence and any and all approved horizontal or vertical alterations or improvements installed or constructed on a Parcel, including without limitation approved landscaping.

(V) "Initial Improvements" means the initial, original construction of Residences and related Improvements and the initial landscaping upon the Parcels constructed or installed by Developer.

(W) "Institutional Mortgagee" means the holder of a mortgage encumbering any portion of the Property, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans. An Institutional Mortgagee may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an Institutional Mortgagee shall also mean the holder of any mortgage executed by or in favor of Developer, whether or not such holder would otherwise be considered an Institutional Mortgagee.

(X) "Member" means a person entitled to membership in the Association as provided in this Declaration and the Articles.

(Y) "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Parcel, including the buyer under a contract for deed. Owners shall not include those having such interest merely as security for the payment or repayment of a debt obligation.

(Z) "Parcel" means (a) any lot of land designated as a "Parcel" upon the recorded subdivision Plat or (b) any Parcels or parts of Parcels or land included within the Property that consists of combined or recombined Parcels. References to a Parcel shall also include any Improvements, including without limitation a Residence or townhome, constructed thereon, unless specifically noted to the contrary.

(AA) "Parcel Assessment" is defined in Section 7.5.

(BB) "Party Wall" is defined in Article 14.

(CC) "Permits" means the permits, easements, and other approvals secured from various governmental agencies and regulatory bodies which govern the development of the Property including without limitation, the Permits issued by the Florida Department of Environmental Protection, St. Johns River Water Management District, the U.S. Army Corps of Engineers, the U.S. Coast Guard, and the Florida Department of Transportation.

(DD) "Plat" means the plat of the Property recorded at Plat Book 60, Pages 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204 and 205 in the public records of the County, as such Plat may be amended or re-recorded from time to time.

(EE) "Property" means that certain real property described in **Exhibit A** and such additions thereto as may be added in accordance with the provisions of Article 13 below.

(FF) "Proposed Improvements" is defined in Section 8.5.

(GG) "Residence" means any residential dwelling constructed or to be constructed on or within any Parcel, whether detached or attached, together with any permitted appurtenant Improvements, including without limitation, garages, driveways, detached buildings and patios, which have been approved by the ARB or Developer, as applicable.

(HH) "SJRWMD" means the St. Johns River Water Management District.

(II) "Special Assessment" is defined in Section 7.1.

(JJ) "Stormwater Management System" means a system 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, overdrainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 4OC-4, 4OC-40 or 4OC-42, Florida Administrative Code.

ARTICLE 2
ASSOCIATION

2.1. Members.

Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to each Parcel. Membership shall be transferred automatically by conveyance of the title to any Parcel, whereupon the membership of the previous Owner shall automatically terminate. Persons or entities which have an interest in any Parcel merely as security for the performance of an obligation shall not be Members of the Association, and in such case the beneficial Owner shall retain the membership in the Association; provided that for so long as the Developer owns any portion of the Additional Property, if any, the Developer shall also be a member of the Association.

2.2. Voting Rights.

The Members of the Association shall have such voting rights as are provided in the Articles.

2.3. Powers of Association.

The Association shall have all the powers, rights and duties as set forth in this Declaration, the Articles and the Bylaws.

2.4. Amplification.

The provisions of this Article are amplified by the Association's Articles and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer intends the provisions of this Declaration and the Articles and Bylaws to be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, the Developer intends the provisions of this Declaration to control anything in the Articles and Bylaws to the contrary.

ARTICLE 3
OWNER'S RIGHTS AND DUTIES WITH RESPECT TO COMMON PROPERTY

3.1. Delegation of Use.

Each Owner may delegate, subject to the Articles, Bylaws, and the Declaration, his right of enjoyment of the Common Property and facilities to the members of his family, his tenants, his guests, invitees, licensees, domestic servants, or contract purchasers who occupy the Parcel.

3.2. Damage or Destruction.

In the event any Common Property, facilities, or personal property of the Association or Developer are damaged or destroyed by an Owner or any of his guests, tenants, invitees, agents, employees, or family members as a result of negligence, misuse, error, act or failure to act, the Association shall repair the Common Property facilities and/or personal property in a good and workmanlike manner, in accordance with the original plans and specifications for the Common Property, or as the Common Property may have been modified or altered subsequently by the Association. The cost of such repairs shall be the responsibility of that Owner and shall be a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement. Nothing contained herein shall impose absolute liability for damages to the Common Property on the Owners, and in

the event a Parcel Assessment is levied against any Owner, such Owner may make a written request for reconsideration to the Board of Directors within ten (10) days after receipt of the Parcel Assessment notice.

3.3. Community Systems.

Developer shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto to any other person or entity (including an Owner, as to any portion of a Community System located on/in his Parcel). If and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Developer with regard thereto as are assigned by Developer in connection therewith. Any conveyance, transfer, sale or assignment made by Developer pursuant to this Section (i) may be made with or without consideration, which consideration may be retained by the Developer and (ii) shall not require the consent or approval of any Owner. In recognition of the intended increased effectiveness and potentially decreased installation and maintenance costs and user fees arising from the connection of all Parcels in the Property to the applicable Community Systems, each Owner and occupant of a Parcel shall by virtue of the acceptance of the deed or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Parcels be so connected. The foregoing shall not, however, prohibit the Association or Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion.

ARTICLE 4
EASEMENTS

4.1. Easement of Enjoyment.

Subject to the limitations provided elsewhere in this Declaration, every Owner is granted a non-exclusive right and perpetual easement of enjoyment in and to the Common Property, which easement is appurtenant to and shall pass with the title to every Parcel, subject to the following:

(A) The right of the Association to mortgage the Common Property for the purpose of improvement or repair of the Common Property, with the approval of the Owners of two-thirds (2/3) of the Parcels owned by Class A Members, and to take such steps as are reasonably necessary to protect the Common Property against foreclosure, also with the approval of the Owners of two-thirds (2/3) of the Parcels owned by the Class A Members.

(B) The right of Developer or the Association to grant easements and rights of way as may be appropriate for the proper development and maintenance of the Property, including, without limitation, Developer's right to reserve easements for itself, its successors and assigns for ingress, egress, access, enjoyment, drainage maintenance, and utilities over all Common Property.

(C) The right of the Association to sell, convey or transfer the Common Property or any portion thereof to a third party for such purposes as are not addressed in Section 4.1(B) above and subject to the Permits and such conditions as may be approved by the Owners of two-thirds (2/3) vote of the Parcels owned by the Class A Members.

(D) All provisions of this Declaration, the Plat, and the Articles and Bylaws of the Association.

(E) The rules and regulations governing the use and enjoyment of the Common Property adopted by the Association.

(F) The right of the Developer and the Association to authorize other persons to enter upon and use the Common Property for uses not inconsistent with the Owners' rights herein.

(G) All easements depicted on the Plat and all easements and restrictions of record, including easements created by this Declaration, affecting any part of the Common Property.

4.2. Common Property Easements.

(A) The Association is granted a perpetual, non-exclusive easement for ingress and egress, at all times, over and across the Common Property and over and across any portion of a Parcel that includes a portion of the Common Property, for the Association to fulfill its obligations as set forth in Article 5 and Article 6 of this Declaration.

(B) It is the intention of the Developer to convey all Common Property to the Association (except for those portions of the Stormwater Management System and lakes as are located within the boundary of a Parcel); provided however, the Developer shall retain title to the Common Property until such time as it has completed any Improvements to the Common Property or until the first issuance of insurance by FHA/VA on a Parcel, whichever shall first occur. Unless Developer sooner conveys such Common Property or any portion thereof to the Association by recorded instrument, all remaining Common Property not deeded to the Association shall be deemed conveyed to the Association (except those portions of the Stormwater Management System and lakes as are located within the boundary of a Parcel), without further act or deed by Developer at such time as Developer has completed all Improvements to the Common Property or until the first issuance of insurance by FHA/VA on a Parcel, whichever shall first occur.

(C) The Association shall accept conveyance of the Common Property (except those portions of the Stormwater Management System and lakes as are located within the boundary of a Parcel) and the Common Roads as provided in this Declaration. The Common Property shall be conveyed subject to easements shown on the Plat, easements and restrictions of record, all Permits affecting the Common Property and shall be free and clear of all liens and encumbrances, except taxes and matters of record prior to the conveyance. Notwithstanding the foregoing, no part of the Common Property may be conveyed to any party other than the Association, dedicated to the public (other than the roads and drainage easements as shown on the Plat), mortgaged, or otherwise encumbered without the written consent or vote of two thirds (2/3) of the Class A Members (voting at a duly noticed meeting at which a quorum is present in person or by proxy) and, until Turnover, the prior written consent of the FHA or VA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Parcel.

(D) Developer may reserve, to itself and for the benefit of adjacent land owners, certain rights to use the Common Property and/or Common Roads and Developer may terminate the designation of land as Common Property without the consent or joinder of any Owner or Institutional Mortgagee. Upon the conveyance of the Common Property to the Association, such Common Property shall be held for the benefit of the Association and its members.

4.3. Common Road Easements.

(A) The Association is granted a perpetual, non-exclusive easement for ingress and egress, at all times, over and across the Common Roads, for the Association to fulfill its obligations as set forth in Article 6 of this Declaration.

(B) It is specifically acknowledged that the Common Roads will be conveyed by Developer to the Association free and clear of all liens, except taxes and matters of record prior to the conveyance and except for Developer's reserved easement for ingress, egress and Developer's reserved right, but not obligation, to install all utilities, including without limitation cable television, street lighting and signage in the road right of way.

(C) The Developer, the Association and each Owner of a Parcel, his successors and assigns, domestic help, guests, invitees, delivery, pick up and fire protection services, police and other authorities of law, United States mail carriers, representatives of utilities serving the Property, Institutional Mortgagees and such other persons as Developer and/or the Association shall designate are hereby granted a perpetual non-exclusive easement for ingress and egress over the Common Roads.

(D) Developer and the Association shall have an unrestricted and absolute right, but not obligation, to deny ingress to any person who, in the opinion of Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Property; provided that, Developer or Association shall not deny an Owner, Institutional Mortgagee, or invitee the right of ingress or egress or any right to obtain utility services to any portion of the Property owned by such Owner or Institutional Mortgagee. Developer and the Association shall have (a) the right to adopt reasonable rules and regulations pertaining to the use of the Common Roads; (b) the right, but not the obligation, from time to time to control and regulate all types of traffic on the Common Roads, including the installation of gate systems, if Developer or the Association so elects. Developer and the Association shall have the right, but not the obligation, to control speeding and impose speeding fines to be collected by the Association in the manner provided for as Assessments and to prohibit the use of the Common Roads by traffic or vehicles (including, without limitation, motorcycles, go-carts and three-wheeled vehicles), which, in the opinion of Developer or the Association, would or might result in damage to the Common Roads or create a nuisance for the Owners; the right, but not the obligation, to control and prohibit parking on all or any part of the Common Roads; and the right, but not the obligation, to remove or require the removal of any fence, walls, hedge, shrub, bush, tree or other thing, natural or artificial, which is placed or located on the Property if the location of the same will, in the opinion of Developer or the Association, obstruct the vision of a motorist.

(E) Developer reserves the sole and absolute right at any time to dedicate any portion of the Common Road for public use and to redesignate, relocate or close any part of the Common Roads without the consent or joinder of any Owner or Institutional Mortgagee so long as no Owner or Institutional Mortgagee is denied reasonable access from his Parcel to a public road right of way by such designation, relocation or closure. In that event, the foregoing easement over the Common Road shall be automatically terminated, and if necessary the Association shall reconvey the Common Road at the request of Developer.

4.4. Utility Easements.

(A) Blanket Easement. Developer reserves for itself, its successors and assigns, a nonexclusive, perpetual, alienable blanket easement and right for the benefit of the Property upon, across, over, through, and under the Property, for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, television cable or communication lines and systems now in existence or which are developed in the future, and police powers and services supplied by the local, state and federal governments. In addition to the rights of the Developer, the Association shall have the right to grant permits, licenses and easements over the Common Property for the installation, moving, and terminating of

easements for utilities, roads and other purposes necessary or convenient for the operation of the Property. This easement shall in no way affect any other recorded easements on the Property. Upon construction of a Residence on a Parcel, the blanket easement reserved herein shall be vacated with respect to any portion of the Parcel on which the Residence is located; provided however that following construction of a Residence on a Parcel, there shall continue in effect through the walls and roof of the Buildings and Residences located on a Parcel, any reasonably necessary utility and ingress and egress easements to provide electric, water and other utilities to each Residence. The utility and ingress and egress easements through the Parcel and walls and roof of a Residence shall also inure to the benefit of each Owner of a Residence in a particular Building to access the meterbox, electrical, water and utility connections running through the particular Building.

(B) Fiber Optics, Cable and Telecommunications Easements. Developer reserves for itself, its successors and assigns, a perpetual, exclusive, alienable easement and right for the installation, maintenance, and supply of fiber optic cables, radio and television cables and any such similar equipment now in existence or developed in the future over, under and across the rights of way and easement areas on the Plat and over, under and across the unimproved portions of the Parcels and through the walls and roof of the Building and Residences located on each Parcel. If the Developer or the Association elects to enter into a bulk rate contract for fiber optic service, cable television or any other telecommunications service, such service shall be supplied to each Parcel and each Owner shall be required to pay all costs in connection therewith.

(C) Water and Sewer Service. Pursuant to the requirements of the utility company providing water and sewer service to the Property, all Owners must connect to the central water and sewer service provided by the franchisee for the Property.

4.5. Encroachments.

In the event that any Residence or Improvement thereon erected by the Developer or the Association (including any Party Wall or fence) shall encroach upon any of the Common Property or upon any other Residence or Parcel for any reason other than the intentional or negligent act of the Owner, or in the event any Common Property shall encroach upon any Residence, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

4.6. Traffic.

A non-exclusive easement shall exist for pedestrian traffic over, through and across any sidewalks, paths, walks, and other portions of the Common Property, as may be from time to time, intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Property as may from time to time be paved and or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Owners, and those claiming by, through or under the Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Common Property, except in a manner consistent with Section 9.10 of this Declaration.

4.7. Developer's Rights.

Developer, its successors and assigns, shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat, (ii) to plat or replat all or any part of the Property owned by Developer, and (iii) to widen or extend any right of way shown on the Plat or convert a Parcel to use as a right of way, provided that Developer owns the lands affected by such change. Owners of

Parcels subject to easements shown on the Plat shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area unless installed by such Owner and specifically conveyed to such Owner. The Owners of Parcels subject to any easements shall not construct any Improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any approved Improvements or landscaping on such easement areas shall remove the Improvements or landscape items upon written request of Developer, the Association, or the grantee of the easement.

4.8. Easements and Reservations for Developer and Association for Ingress, Egress and Utilities.

There is reserved in the Developer and the Association, their successors and assigns, the right to create utility easements and to install utilities and to use same over and across the Property for the benefit of the Developer and the Association, their successors and assigns and any designated provider of such utility services. Such right to create and install and use utilities shall not encumber or encroach upon any Residence or impair the exclusive use and ownership of any Residence. Such use of the lands for utilities shall be established as five feet (5') on either side of the actual installed Improvement. There is reserved in the Developer and the Association the right of ingress and egress over all of the Property, except within the Residences.

4.9. Reservation in the Developer to Use Facilities for Sale, Marketing, and Advertising.

It is contemplated that the Developer will construct and market all of the Residences within the Property. Developer reserves, for Developer, its successors and assigns, the right to use all unsold Residences (including Residences designated as a sales office and/or model Residence) and all recreational facilities for the marketing, sale, and advertising of all Residences constructed. For so long as the Developer owns an interest in any portion of the Property with the intention to sell Residences and for a period running one (1) year from such date, the Owners, the Association and the Association's management company are prohibited from restricting access to the Property, including without limitation the Common Property and Common Roads, by agents or sales prospects, including without limitation, any decision to not use the limited vehicular access gate until all Residences or Parcels have been conveyed to Owners. This reservation is made notwithstanding the use restrictions set forth in Section 9.3 of this Declaration, and such reservation is intended with respect to the Developer, its successors and assigns, to be superior to such use restriction in Section 9.3. Such reservation shall continue for so long as the Developer, its successors and assigns, shall own an interest in the Property with the intention to sell Residences to the public. Notwithstanding anything to the contrary in this Declaration, Developer may maintain a model and sales center on the Property for a period of one (1) year following the date of sale of the last Parcel owned by the Developer, which model and sales center may be used for the purpose of marketing other properties owned or developed by Developer.

4.10. Re-Use Water.

At such time as re-use water is available to the Property, Developer or Association may be required to use such re-use water for irrigation. All Owners hereby understand and agree that they will comply with all applicable governmental requirements and hereby indemnify and agree to hold Developer harmless therefrom and from any and all claims, loss, damage or liability arising from or in connection with the installation, distribution and use of such re-use water.

4.11. Blanket Easement over Parcels for Landscaping, Maintenance, Repair and Replacement by the Association.

The Association is granted a perpetual, non-exclusive easement for ingress and egress, at all times, over and across each Parcel, for the Association to fulfill its obligations as set forth in Article 6 of this Declaration; provided however, that if the Association is ever dissolved, then all landscaping, maintenance, repair and replacement obligations relating to the Parcels and the Residences located thereon shall be the responsibility and financial obligation of the Owner owning each Parcel and Residence.

4.12. Recorded Easements.

The Property is subject to the following easements, covenants and conditions:

(A) Matters shown on survey prepared by Clary and Associates, Inc., under File No. T4S-623, dated July 19, 2004, and last amended on September 27, 2005, including a 15' easement along Bartram Park Boulevard.

(B) Billboard lease or license evidenced by letter agreement from Jim Connelly, Director of Real Estate, Universal Outdoor, Inc., to Warren A. Weiss, Trustee of Marital Trust u/w/o Joseph Applebaum, dated January 5, 1998, to the extent not terminated.

(C) Unrecorded Blanket License Agreement by and between Gran Central Corporation and Eller Media Company dated May 14, 1999, to the extent not terminated.

(D) Unrecorded Blanket License Agreement by and between Gran Central Corporation and Chancellor Media Company dated May 14, 1999, to the extent not terminated.

(E) Unrecorded letter agreement by and among BellSouth Telecommunications, Inc., Bartram Park, Ltd., Landmar Group LLC, and Flagler Development Company dated April 17, 2001, as amended by unrecorded letter agreement by and among BellSouth Telecommunications, Inc., Bartram Investments, LLC, and Winslow Farms, Ltd., dated June 7, 2002.

(F) Planned Unit Development Ordinance Number 2000-452-E adopted by the City of Jacksonville, Florida, on July 25, 2000, as amended.

(G) Irrevocable Assignment of Development Rights (Tracts 7 and 8, Bartram Park Phase 2), dated October 3, 2005 and recorded on October 10, 2005 in Official Records Book 12803, page 2492, of the public records of the County.

(H) Use and Hold Harmless Agreement (JEA Easement) dated December 19, 2005 and recorded on December 28, 2005 in Official Records Book 12972, page 714, of the public records of the County.

(I) Perpetual Easement to the State of Florida Department of Transportation dated January 13, 2006 and recorded on January 18, 2006 in Official Records Book 13016, page 1423, of the public records of the County.

(J) Easement to BellSouth Telecommunications, Inc. dated January 23, 2006 and recorded on April 4, 2006 in Official Records Book 13173, page 595, of the public records of the County.

(K) The Bartram Park Documents described in Article 16.

(L) All easements depicted on the Plat and all easements and restrictions of record, including easements created by this Declaration, affecting any Parcel.

ARTICLE 5
STORMWATER MANAGEMENT SYSTEM

5.1. Blanket Easement.

The plan for the development of the Property includes the construction of a Stormwater Management System, in accordance with all applicable permits issued by the SJRWMD, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, berms and access easements to the Stormwater Management System as shown on the Plat. Developer hereby reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property. Portions of the Stormwater Management System are located entirely within Parcels. The Association is hereby granted an easement over any Parcels and any adjacent land to the extent necessary or convenient for the Association to perform its maintenance obligations hereunder, provided however, such easement shall be released with respect to any portion of the Parcels on which an approved Improvement is constructed and located.

5.2. Maintenance Easement.

The Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Parcel which is a part of the Stormwater Management System, or upon which a portion of the Stormwater Management System is located to operate, maintain, and repair the Stormwater Management System as required by the SJRWMD permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed on the Parcels (including any berms required by the SJRWMD) as part of the Stormwater Management System, or take any other action reasonably necessary, following which Developer, or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that neither the Developer nor the Association shall be required to replace or repair fences, walks, structures, landscaping, or other Improvements which are removed or damaged. Developer or the Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Developer, or the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Developer and shall not be construed to obligate Developer to take any affirmative action in connection therewith. The Owners of Parcels adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

5.3. Maintenance.

Except as specifically set forth herein to the contrary, the Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the SJRWMD, Florida Department of Environmental Protection, and all

other local, state and federal authorities having jurisdiction. The Association shall maintain and control the water level and quality of the Stormwater Management System; the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements; provided however that the Association and the Developer shall not be responsible for eliminating algae in the Stormwater Management System (except as may be required by the Permits or the SJRWMD) or for controlling frogs, insects, gnats, mosquitoes, toads, reptiles and other pests. The Association will also maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) and will keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner. The Owners of any Parcel forming a part of the Stormwater Management System shall remove any trash and debris along the shoreline of each Owner's Parcel. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance or other surface water capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be consistent with the Permit as originally issued or any modification that may be approved by the SJRWMD. In order to provide adequate assurance that the Stormwater Management System will adequately function, the following maintenance procedures shall be followed:

(A) The Association shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.

(B) The Association shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.

(C) The Association shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.

Notwithstanding the foregoing obligations of the Association, in the event that an Owner or its contractor or agent modifies or alters any aspect of the Stormwater Management System such that it is no longer in compliance with the Permits, the cost and expense of repair or restoration of the Stormwater Management System shall be the responsibility of the Owner making such alteration or modification whether it is within the Owner's Parcel or an adjacent Parcel or within the Common Property.

5.4. Structures within the Stormwater Management System.

No docks, bulkheads, or other structures of any kind or nature, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System.

5.5. Use and Access.

Use of the surface waters of any portion of the Stormwater Management System is subject to the restrictions set forth in Section 9.21 of this Declaration. Further, subject to the provisions of the Permits, Developer and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Developer and the Association, the

Permits and all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Developer and the Association. Only Developer and the Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use.

5.6. Liability.

NEITHER DEVELOPER NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DEVELOPER AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH. NEITHER DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. FURTHER, THE LISTED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR ELIMINATING ALGAE IN THE STORMWATER MANAGEMENT SYSTEM (EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY THE PERMITS, THE SJRWMD OR AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY) OR FOR CONTROLLING FROGS, INSECTS, GNATS, MOSQUITOES, TOADS, REPTILES OR OTHER PESTS.

5.7. Wetlands, Jurisdictional Land and Swales.

This Declaration is subject to the rights of the State of Florida over any portion of the Property which may be considered wetlands, marshes, sovereignty or jurisdictional lands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, mowing, improving, landscaping, or removal of plant life existing on his Parcel.

5.8. Rights of the SJRWMD.

Notwithstanding any other provisions contained elsewhere in this Declaration, the SJRWMD shall have the rights and powers enumerated in this paragraph. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD.

In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved by the SJRWMD.

5.9. Permits.

THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 4-031-23600-17 ISSUED BY THE SJRWMD AND PERMIT NUMBER 2000-04782-IP-BL ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE"). ANY OWNER OWNING A PARCEL WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE PARCEL, BE DEEMED TO HAVE ASSUMED ALL OBLIGATIONS UNDER THE FOREGOING PERMITS AS SUCH RELATES TO ITS PARCEL AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS IN THE CONDITION REQUIRED UNDER THE PERMITS AND TO OTHERWISE COMPLY THEREWITH. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DEVELOPER IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

5.10. Indemnity.

Developer may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the Plat, permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording of this Declaration, it shall hold Developer harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Developer, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system, Developer shall assign all its rights, obligations and duties thereunder, including those arising under the Permits, to the Association. The Association shall assume all such rights, duties and liabilities, including those arising under the permits, and shall indemnify and hold Developer harmless therefrom.

5.11. Conservation Easement.

Each Owner acknowledges and agrees that portions of the Property are subject to the terms and conditions of an unrecorded Conservation Easement for Tracts 8 and 9, Bartram Park Phase 2 in favor of SJRWMD dated October 3, 2005, as amended and supplemented from time to time. Additionally, from time to time the Developer may be required to record a conservation easement over a portion of the Property, as determined by the SJRWMD, Department of Environmental Protection and/or the Army Corps of Engineers. Such land would be subject to a conservation easement as a mitigation area and would be subject to the jurisdiction of such agencies and such land is referred to as "Restricted Land". The use of such Restricted Land is hereby restricted as follows:

(A) There shall be no construction or placing of buildings, roads, signs, billboards or other advertising, utilities or structures above the ground in the Restricted Land.

(B) No soil or other substance or material used as land fill, and no trash, waste, unsightly or offensive materials may be dumped or placed on the Restricted Land.

(C) No trees, shrubs or other vegetation on the Restricted Land may be removed or destroyed.

(D) There shall be no excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface of the Restricted Land.

(E) There shall be no surface use of the Restricted Land except for purposes that permit the land or water to remain predominantly in their natural condition.

(F) There shall be no activities within the Restricted Land which are detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish or wildlife habitat preservation.

(G) There shall be no use made of the Restricted Land and no act shall be undertaken which is detrimental to the retention of land or water areas or which are detrimental to the preservation of structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

(H) Upon the recording of a conservation easement, the foregoing restrictions shall be deemed covenants running with the Restricted Land, will be binding upon the Owner(s) of the Restricted Land, their successors and assigns, and shall inure to the benefit of the SJRWMD.

(I) Notwithstanding any other provisions hereof, the terms of this Section 5.11 shall not be amended or modified without the written consent of the SJRWMD. Further, this Section 5.11 may be enforced by the SJRWMD, its successors and assigns.

5.12. Environmental Resource Permit.

The Association covenants to be responsible for both the stormwater and environmental components of the Environmental Resource Permit (ERP) issued by the SJRWMD, including any monitoring of on or off-site wetland creation areas, upon approval by the SJRWMD of the transfer of the ERP from the Developer to the Association.

ARTICLE 6
MAINTENANCE, REPAIR AND REPLACEMENT

6.1. Common Property.

It shall be the duty of the Association to manage and maintain the Common Property in a clean, attractive, sanitary and serviceable condition, and in good order and repair, subject to all governmental regulations, for the benefit of all Owners. Such maintenance shall include without limitation the obligation to maintain the Common Roads (including the rights of way, medians, any landscaped islands, irrigation and signage), parking areas, the clubhouse, the swimming pool, all landscaping on any open areas or green space within the Common Property (provided, however, that neither Developer nor the Association shall be deemed a guarantor of such landscaping), the limited access gate (including all necessary equipment, scanners and utilities), any sidewalks serving the Property, all fences and monuments serving the community as a whole, the Stormwater Management System and all obligations under the Permits issued with respect to the Common Property. The Association's duties shall commence upon the completion of any Improvements upon

the Property, irrespective of which entity holds title thereto, and shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all Improvements, equipment, and tangible personal property installed by Developer as a part of the Common Property. Without limiting the generality of the foregoing, the Association shall assume all of the Developer's responsibilities to the County and the State and their respective governmental and quasi-governmental subdivisions and similar entities with respect to the Common Property and shall indemnify and hold Developer harmless. In accordance with Section 3.2 and 12.1, if any Common Property, facilities, or personal property of the Association or Developer are damaged or destroyed as a result of the negligence, misuse, error, act or the failure to act by an Owner or any of his guests, tenants, invitees, agents, employees, or family members, the Association shall repair the Common Property facilities and/or personal property in a good and workmanlike manner, in accordance with the original plans and specifications for the Common Property, or as the Common Property may have been modified or altered subsequently by the Association. The cost of such repairs shall be the responsibility of that Owner and shall be a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement.

6.2. Landscaping of Parcels.

The Association shall be responsible for the landscaping on the Parcels as set forth in this paragraph; provided, however, that neither Developer nor the Association shall be deemed a guarantor of such landscaping. Landscaping of the Parcels shall only include cutting and edging the grass and applying fertilizers and pesticides in the front and back yard of the Parcel and maintaining and trimming (but not replacing) any bushes located on the Parcel and maintaining and hedging any shrubs located on the Parcel and maintaining and operating the irrigation system. The landscaping costs shall be passed on to the Owners as a part of the Annual Assessments. No Owner may install any landscaping in the areas maintained by the Association without the prior written consent of the Association. Notwithstanding the foregoing, it shall be each Owner's responsibility and obligation to keep all parts of his or her Parcel free and clear of trash and debris. Further, in accordance with Section 3.2, if any Association-maintained landscaped areas within the Parcels are damaged or destroyed as a result of the negligence, misuse, error, act or the failure to act by an Owner or any of his guests, tenants, invitees, agents, employees, or family members, the Association may, in its sole and absolute discretion, either (i) repair the landscaped areas, with the cost of such repairs being the responsibility of that Owner as a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement or (ii) provide written notice to the Owner to repair the landscaped area, in which case the Owner shall immediately and at such Owner's sole cost and expense, perform exactly such repairs to the landscaped area as are required by the Association.

6.3. Buildings and Residences.

(A) Association Obligations. The Association is responsible for the following matters relating to the Initial Improvements located on the Parcels and relating to Improvements made to the Buildings and the Residences by the Developer or the Association:

(1) The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, maintain and repair and replace the exterior of the Buildings (except as set forth in Section 6.3(B)(2) and 6.3(B)(4), including painting the exterior, paintable walls of each Building, repairing and replacing all portions of the siding of each Building, maintaining, repairing and replacing the roof of each Building and periodically cleaning the exterior portions of the Building. The Association shall undertake this responsibility to assure uniformity in exterior appearance of the Buildings. The cost of such maintenance, cleaning, painting, repairs and replacements shall be a Special Assessment (to

the extent not paid for out of the operating budget or funded by reserves collected and held by the Association), which Assessment shall be assessed equally between all of the Owners.

(2) The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, repair and replace fences installed by Developer and sidewalks (but not walkways, driveways or patios) located on or within a Parcel. The Association shall undertake this responsibility to assure uniformity in exterior appearance of the Buildings. The cost of such repairs and replacements shall be a Special Assessment (to the extent not paid for out of the operating budget or funded by reserves collected and held by the Association), which Assessment shall be assessed equally between all of the Owners.

(3) The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, maintain, repair and replace all secondary wiring to the Building(s) from the transformer and also maintain meter boxes to the point of attachment to a Building. The cost of such maintenance, repairs and replacements shall be a Special Assessment (to the extent not paid for out of the operating budget or funded by reserves collected and held by the Association), which Assessment shall be assessed equally between all of the Owners.

(4) The Association shall also be responsible for repairing all incidental damage caused to a Residence by reason of the repairs and replacements accomplished pursuant to the provisions of Section 6.3(A)(1) through 6.3(A)(3) above. The cost of such repairs and replacements shall be a Special Assessment (to the extent not paid for out of the operating budget or funded by reserves collected and held by the Association), which Assessment shall be assessed equally between all of the Owners.

(5) The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, clean leaves and other debris from the roof gutters and roofs of the Buildings.

(6) Notwithstanding the terms and conditions of Section 6.3(A)(1) through 6.3(A)(4) above, if any Parcel, Building or Residence is damaged or destroyed as a result of the negligence, misuse, error, act or the failure to act by an Owner or any of his guests, tenants, invitees, agents, employees, or family members, the Association may, in its sole and absolute discretion, either (i) repair the Parcel, Building or Residence, with the cost of such repairs being the sole responsibility of that Owner as a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement or (ii) provide written notice to the Owner to repair the affected Parcel, Building or Residence, in which case the Owner shall immediately and at such Owner's sole cost and expense, perform exactly such repairs to the Parcel, Building or Residence as are required by the Association.

(B) Owner's Obligations. Each Owner is responsible for the following matters relating to his or her Residence and Parcel:

(1) Each Owner shall maintain, repair and replace, at its sole cost and expense, all interior portions of its Residence contributing to the support of the Building, which portions shall include but not be limited to load-bearing columns and load-bearing walls. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

(2) In accordance with the terms and conditions of Section 6.3(A)(1) the Association is responsible for painting the Buildings, as deemed reasonably appropriate and necessary by the Board of Directors. If any Owner desires to paint all or a portion of the exterior of its Residence, then the Owner shall be subject to the terms and conditions of Article 8, including without limitation Section 8.16(P).

(3) Each Owner shall maintain (including periodic cleaning), repair and replace at its sole cost and expense, all windows, screens, doors (including sliding glass doors) and garage doors located on or attached to its Residence and to maintain repair and replace concrete walkways, driveways and patios located on any portion of its Parcel.

(4) Each Owner shall maintain, repair and replace at its sole cost and expense, all interior portions of the Residence (including without limitation carpeting, electrical fixtures and appliances in the Residences, non-supporting walls and partitions, all contents of the Residences and built-in cabinets in the Residences), together with water heaters, air handlers, air compressors and the air conditioning and heating unit which services the Residence. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

(5) If an Owner purchases a Residence with a screen enclosed patio or is thereafter permitted by the ARB to enclose the patio, then the Owner shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the screen enclosed patio and all components of the patio (excluding the roof).

(6) Each Owner shall maintain, repair and replace at its sole cost and expense, all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to the Residence and/or the security alarm system and fire alarm serving the Residence, whether such conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, security alarm system and fire alarm are located within the Residence or within the Building where the Residence is located. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

(7) Each Owner shall replace, at its sole cost and expense, light bulbs located on the front entrance and back entrance of the Residence, door bell light bulbs and street address light bulbs, if any, as they burn out, using a type and model of light bulb substantially similar to the light bulbs initially installed by the Developer or otherwise approved in advance by the ARB.

(8) In addition to other specified maintenance required herein, each Owner shall keep all parts of his Parcel, including the Residence, clean and free of debris, at such Owner's sole cost and expense and shall be responsible, at such Owner's sole cost and expense, for any necessary pest and/or nuisance control in and around the Residence.

(9) All Owner maintenance, repair and replacement obligations shall (i) be done without disturbing the rights of any other Owners; (ii) be performed by each Owner at regular intervals as shall be necessary to keep the Parcel and the Residence in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction; subject to normal wear and tear that can not be avoided by normal maintenance; and (iii) shall be of a design, quality specification and decor consistent with the Improvements located on the Property.

(10) Each Owner shall promptly report to the Association any defect or need for repairs or replacements for which the Association is responsible.

(11) Each Owner shall promptly perform any maintenance or repair requested by the Association. If an Owner fails to maintain his Parcel and his Residence as required herein or to perform any other maintenance required hereunder, the Association, after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, shall have the right to enter upon such Parcel to correct, repair, restore, paint, maintain, and landscape any part of such Parcel or Residence. Such entry shall not be a trespass. The cost of such repairs or maintenance shall be a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore.

ARTICLE 7
ASSESSMENTS

7.1. Rates of Assessments.

Assessments shall be made at a uniform rate against applicable "Assessment Units". For the purposes hereof, each Parcel shall constitute one (1) Assessment Unit.

7.2. Annual Assessments.

For each Parcel within the Property, Developer covenants, and Owner, by acceptance of a deed or other conveyance, agrees to pay annual assessments ("Annual Assessments") and other Assessments hereafter described, levied by the Association for the improvement, maintenance, repair and replacement and operation of the Common Property, the Buildings, the Parcels and the Residences, including, without limitation, the maintenance, operation, repair and replacement of the Stormwater Management System (including, but not limited to, work within retention areas, drainage structures, and drainage easements), any rental or lease cost for street lighting, the management and administration of the Association, and the furnishing of services, maintenance, repair and replacements as set forth in this Declaration. Subject to the provisions of Section 7.14, the Annual Assessment for a Parcel not containing a Residence shall only be one-half (1/2) of the amount of the Annual Assessment for a Parcel containing a Residence. As further hereinafter described, the Board of Directors, by majority vote, shall set the Annual Assessments at a level sufficient to meet the Association's obligations, including contingencies and reserves as the Board of Directors may from time to time deem reasonable and necessary.

7.3. Emergency Assessments.

The Association may also levy an emergency assessment ("Emergency Assessment") at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect the Common Property, the Parcels or Members of the Association, including but not limited to, after depletion of any applicable reserves, any unexpected expenditures not provided for by the budget or unanticipated increases in the amounts budgeted. Any Emergency Assessment levied hereunder shall be due and payable at the time and in the manner specified by the Board of Directors in the action imposing such Assessment.

7.4. Special Assessments.

In addition to the Annual and Emergency Assessments which are or may be levied hereunder, the Association (through the Board of Directors) shall have the right to levy a special assessment ("Special Assessment") against some or all Owner(s) to obtain funds for a specific purpose(s) which is

of a non-recurring nature, for which no reserve funds (or inadequate reserve funds) have been collected or allocated, and which is not the appropriate subject of an Emergency Assessment; provided however that any Special Assessment shall be approved by a two-thirds (2/3) vote of the Members of the Association present in person or by proxy at a duly called meeting of the Association. Any such Special Assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing, foreclosure procedures, late charges and interest. Any Special Assessment levied hereunder shall be due and payable at the time and in the manner specified by the Board of Directors in the action imposing such Assessment.

7.5. Parcel Assessment.

The Association may, from time to time, levy a parcel assessment ("Parcel Assessment") against a particular Parcel and the Owner thereof by a majority vote of the Board of Directors, (i) for the construction, reconstruction, repair, or replacement of a capital improvement upon or serving the specific Parcel, including any additional special services to such Parcel, the cost of which is not included in the Annual Assessment; or (ii) to reimburse the Association for any costs it incurs as a result of the Owner's failure to comply with this Declaration or any damage to the Common Property. Any fines assessed under Article 17 shall be deemed to be a Parcel Assessment. Any Parcel Assessment levied hereunder shall be due and payable at the time and in the manner specified by the Board of Directors in the action imposing such Assessment.

7.6. Commencement of Annual Assessments.

The Annual Assessments provided for in this Article shall commence with respect to each Parcel on the date of conveyance of the Parcel to an Owner, other than Developer or a Developer appointed builder constructing the Initial Improvements. During the initial year of ownership, the Owner subject to Assessments shall be responsible for the pro rata share of the Annual Assessment or Special Assessment charged to each Parcel, prorated to the day of closing on a per diem basis. Each subsequent Annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The Annual Assessments shall be payable in advance in annual, semi-annual, quarterly or monthly installments, or in such other installment increments as the Board deems appropriate. The Assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other Assessment that is in the future adopted, but the amount of any revised Assessment to be levied during any period shorter than a full calendar year shall be in proration to the number of months (or other appropriate installment) remaining in such calendar year.

7.7. Effect of Non-Payment of Assessment; the Personal Obligation; Remedies of the Association; the Lien; Application of Payments.

(A) Each Owner of a Parcel, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Association the Assessments established or described in this Article. If the Assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest thereon, reasonable attorney's fees and the cost of collection thereof as hereinafter provided (collectively "Delinquent Fees"), thereupon become a continuing lien on the Parcel which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided below to the contrary, each such Assessment, together with such Delinquent Fees, shall be the personal obligation of the person who is the Owner of such property at the time when the Assessment fell due and all subsequent Owners until paid, and recourse may be had against either

or both. Any and all persons acquiring title to or an interest in a Parcel as to which the Assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Parcel or the enjoyment of the Common Property until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid. Provided, however, that the provisions of this Section shall not be applicable to the mortgagees and purchasers contemplated by Section 7.8 below. Unless provided for in a Mortgage on a Parcel, failure to pay Assessments does not constitute a default under a Mortgage.

(B) If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Association:

(1) an administrative late fee of five percent (5%) of the sum due may be charged, not to exceed twenty-five dollars ($25.00). Provided however that only one (1) administrative late fee may be imposed on any one (1) unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest at the rate of eighteen percent (18%) per annum (or at the highest applicable rate permitted under the law) from the date when the installment was due until paid; provided further, however, that each other installment thereafter coming due shall be subject to one (1) administrative late fee each as aforesaid; or

(2) the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall accrue interest at the rate of eighteen percent (18%) per annum (or at the highest applicable rate permitted under the law) from the dates when the installments were due until paid. In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided however that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Parcel whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and Special Assessment against such Parcel shall be levied by the Association for such purpose.

(C) The Association may bring an action at law against the Owner(s) personally obligated to pay the delinquent Assessments, may record a claim of lien (as evidence of its lien rights as herein above provided for) against the Parcel on which the Assessments and Delinquent Fees are unpaid, may foreclose the lien against the Parcel on which the Assessments and Delinquent Fees are unpaid, or may pursue one (1) or more of such remedies at the same time or successively. Attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such Assessments and Delinquent Fees secured by the lien. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred, whether incurred before, or at trial, on appeal, in post judgment collection or in bankruptcy, together with the costs of the action. The lien provided for in this Article shall be perfected by filing a claim of lien in the public records of the County in favor of the Association.

(D) Each Owner, by his acceptance of title to a Parcel, expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessments as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property and such Owner is deemed to have granted to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Assessments by abandonment of his Parcel. Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

(E) All Assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

(F) The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel at such foreclosure sale and to acquire, hold, lease, mortgage and convey the same, with the approval of two-thirds (2/3) of the Members.

(G) All payments on accounts shall first be applied to interest accrued on the late Assessment payment, then to any administrative late fees, then to outstanding fines, then to costs and attorneys fees related to collection of the late Assessment payment and then to the delinquent Assessment payment first due.

(H) It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of Assessments shall not, however, relieve Owners from their obligations hereunder.

(I) The Association shall have such other remedies for collection and enforcement of Assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

7.8. Subordination of the Lien.

The lien of the Assessments shall be inferior and subordinate to real property tax liens and the lien of any Institutional Mortgagee, but only to the extent of the Mortgage balance outstanding as of the date the notice of an Assessment was first recorded against the Parcel, plus interest and reasonable costs of collection accruing thereafter. The sale or transfer of any Parcel shall not affect the Assessment; however, the sale or transfer of any Parcel pursuant to foreclosure of a Mortgage or deed in lieu thereof shall extinguish the lien of an Assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the transferee of such Parcel from liability for any Assessments thereafter becoming due or from the lien thereof, nor the Owner responsible for such payments from such Owner's personal liability as provided herein. Any unpaid assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Parcels subject to assessment by the Association, including the Parcels as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Mortgagees shall in no event be responsible or liable for the collection of any Assessments.

7.9. Collection of Assessments.

In the event that at any time the collection of Assessments levied pursuant hereto is made by an entity other than the Association, all references herein to collection (but not necessarily enforcement) by the Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to pay Assessments shall be satisfied by making such payments to the applicable collecting entity. No Mortgagee shall be required to collect Assessments.

7.10. Developer's Assessments.

Notwithstanding anything herein to the contrary, Developer shall have the option, in its sole discretion, to (i) pay Assessments on the Parcels owned by it, or (ii) not pay Assessments on some or all Parcels owned by it and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by Assessments receivable from Owners other than Developer and any other income receivable by the Association. The deficit to be paid under option (ii) above shall be the

difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Association (including, without limitation, Assessments, interest, late charges, capital contributions, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option under which Developer is making payments to the Association by written notice to such effect to the Association. When all Parcels within the Property are sold and conveyed to purchasers, neither Developer nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits or contributions.

7.11. Association Funds.

The portion of all Annual Assessments collected by the Association for reserves for future expenses, and the entire amount of all Special and Emergency Assessments, shall be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

7.12. Capital Contribution.

Each initial purchaser shall be required to make a one time non-working capital contribution to the Association in the amount determined by the Association from time to time, which may be used for additional capital improvements or services which were not included in the original budget categories and which may be used by the Developer to fund the operating deficit.

7.13. Budget.

(A) Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year.

(B) Initial Budget. Developer shall establish the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than Developer or a builder.

(C) Preparation and Approval of Annual Budget. Commencing December 1st of the year in which a Parcel is first conveyed to an Owner other than Developer, and on or before December 1 of each year thereafter, in accordance with the procedures set forth in the Bylaws, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations, including, without limitation, the cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering to the Owners of all services required or permitted hereunder. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Association and to provide for a general operating reserve and reserves for contingencies and replacements.

(1) The Board of Directors of the Association shall prepare a roster of the Parcels and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Annual Assessments payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies. Such budget shall constitute the basis for determining each Owner's Annual Assessment as provided above. The Assessments shall be determined by dividing the amount of the budget by the number of Parcels subject to the Declaration.

(2) In the event no such notice of the Assessments for a new Assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. The failure or delay of the Board of Directors to prepare or adopt an annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his Assessments, as herein provided, whenever the same shall be determined.

(3) The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Developer) for management services, including the administration of budgets and Assessments as herein provided. The Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

(D) Reserves. The Association shall maintain such reserves as it deems reasonable or necessary for (i) working capital, (ii) contingencies, (iii) replacements, and (iv) the performance of such other coordinating or discretionary functions not contrary to the terms of this Declaration which the Board of Directors may from time to time approve, which may be collected as part of the Annual Assessment as provided above. The Developer's obligation to fund the deficit shall not include any obligation to fund any reserve component of the budget. The amount and manner of collection of reserves shall be as determined by the Board of Directors, in its sole discretion. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a vote or written consent of the Members owning a majority of the Parcels. If the reserves are inadequate for any reason, including nonpayment of any Owner's Assessment, the Board of Directors may, at any time, levy a Special Assessment or Emergency Assessment by establishing a budget for such Assessment and then after approved by the Board of Directors levying this Assessments, which may be payable in a lump sum or in installments as the Board of Directors may determine. In the event there is a balance of reserves at the end of any fiscal year and the Board of Directors so determines, any excess reserves may be taken into account in establishing the next year's budget and may be applied to defray general expenses incurred thereunder.

(E) Accounts. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to Assessments against the Owners may be commingled in a single fund.

7.14. Exempt Property.

The following properties subject to this Declaration shall be exempted from the Assessments, Assessment Charges, and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority; (b) all Common Property (except that portion of the Common Property located within a Parcel); and (c) all Parcels or Property owned by Developer (including, without limitation, any Parcel used or leased by Developer for a model home, construction facility, or other use) shall be exempt from payment of Assessments for so long as Developer funds any deficit in the annual budget, which deficit shall be the difference between the actual expenses incurred by the Association and the budgeted amounts due from the Owners of Parcels other than Developer (excluding any obligation to fund reserves). Developer shall fund such expenses only as they are actually incurred by the Association during the period that Developer is funding the deficit. Developer's obligation to fund any deficits shall terminate at Turnover. Developer may, but is not obligated to, assign this exemption right to any entity it may determine, including without limitation any builder owning Parcels solely for the purpose of constructing Residences intended to be sold to ultimate purchasers. Any such assignment of Developer's exemption shall have no effect on Developer's exemption hereunder. Notwithstanding the foregoing, after Turnover, Developer shall

pay one half (1/2) of the Assessments attributable to such Parcels or Property, from and after the date that the landscaping is installed on such Parcel or Property owned by Developer (including, without limitation, any Parcel used or leased by Developer for a model home, construction facility, or other use).

7.15. Real Estate Taxes.

In the event the Common Property is taxed separately from the Parcels, the Association shall include such taxes as part of the Annual Assessment. In the event the Common Property is taxed as a component of the value of the Parcel owned by each Owner, it shall be the obligation of such Owner to promptly pay such taxes prior to their becoming a lien on the Property.

7.16. Certificate of Payment.

The Treasurer of the Association, or the management company authorized by the Board of Directors, upon demand of any Owner liable for an Assessment, shall furnish to such Owner a certificate in writing setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge for the services involved in preparing such certificate may be assessed by the Association or management company, as applicable.

ARTICLE 8
ARCHITECTURAL CONTROL

8.1. Purpose.

Except for the Initial Improvements, the Association, through the ARB, shall have the right to exercise architectural control over all Improvements constructed, erected, or placed upon any part of the Property, to assist in making the Property a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any such Improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria; provided however, that any ARB approval shall not be deemed a statement, representation or indication that such Improvement complies with any applicable law, regulation or ordinance. The ARB review is not intended to be a condition to the issuance of a building permit by the County and the review undertaken by the Developer or the ARB is not to be construed as any quasi governmental action. The Developer shall have the sole right to approve the Initial Improvements on the Property and the rights granted to the ARB hereunder shall only be in effect after the Parcel has been completed.

8.2. Members of ARB.

The ARB shall consist of three (3) members. The initial members of the ARB shall consist of persons designated by Developer. Each of the initial members shall hold office until all Parcels and improvements planned for the Property have been constructed and conveyed (if appropriate), or sooner at the option of Developer. Thereafter, each new member of the ARB shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. If the Board of Directors fails to so appoint the ARB, then the Board of Directors shall constitute the ARB. Members of the ARB (other than those appointed or designated by the Developer) may be removed by the Board of Directors at any time without cause. Members of the ARB appointed or designated by the Developer may only be removed by the Developer.

8.3. Meetings of the ARB.

The ARB shall meet from time to time as necessary to perform its duties hereunder. The ARB may from time to time, by resolution unanimously adopted in writing, designate a ARB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARB, except the granting of variances pursuant to Section 8.11 hereof. In the absence of such designation, the vote of any two (2) members of the ARB shall constitute an act of the ARB.

8.4. Compensation of ARB Members.

The members of the ARB shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, or unless engaged by the Association in a professional capacity.

8.5. Improvements Subject to Approval.

Subject also to Section 8.15 and Article 9, construction, modifications and alterations subject to approval by the ARB specifically include, but are not limited to, (a) altering, painting, erecting or maintaining on the property a building, fence, wall, shed, storage, or other secondary or detached structure or improvement (including, but not limited to, landscaping, hurricane protection, basketball hoops, pool, birdhouses, other pet houses, swales, asphalting or other improvements or changes of any kind); (b) any addition, change or alteration (including paint or exterior finishing) visible from the exterior of any Parcel; (c) any painting or other alteration of the exterior appearance of the Parcel or appurtenance including but not limited to garage, doors and windows; (d) installation of antennae, satellite dishes or receivers, solar panels or other similar devices; (e) screened enclosures; (f) signs, whether located on the Parcel, on a Limited Common Element of the Parcel or in the windows of the Parcel; (g) gates; (h) playground equipment; (i) flower boxes, shelves, statutes or other outdoor ornamentation; (j) patterned or brightly colored window coverings; (k) alteration of the landscaping or topography of the Property, including without limitation, any cutting or removal of trees (unless replacing an original tree with the exact same type of tree), planting or removal of plants; (l) construction, modification or alteration of any Improvement, of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Parcel or any Improvement; (m) attachment of or placement upon outside walls or roofs of buildings or other improvements of an awning, canopy or shutter; (n) construction, modification or alteration of any Improvement, of any nature whatsoever regardless of whether or not it is visible from the exterior of the Parcel, which shall result in excessive noise, disturbance or nuisance to any Parcel or Common Property; and (o) all other modifications, alterations or improvements visible from any road or other Parcels. All of the foregoing are jointly referred to herein as "Proposed Improvements". Interior alterations not affecting the external structure or appearance of any Parcel or Improvement shall not require the approval of the ARB, except as set forth in Section 8.16 of the Declaration.

None of the above shall be commenced until the plans and specifications showing the nature, kind, shape, height, materials and location of the proposed construction, alteration or addition shall have been submitted to, and approved in writing by, the ARB. Notwithstanding the foregoing, all Owners (except Unit Owners) may paint without the approval of the ARB provided that the paint color is the same or substantially similar to the color originally painted. The ARB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the appearance of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and landscaping and is otherwise desirable. The ARB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to

approving or disapproving material submitted.

No landscaping, improvement or structure of any kind shall be commenced, erected, placed or maintained upon any building site unless and until the plans and specifications have been submitted to and approved by the developer of Bartram Park, the Bartram Park Association and the design review committee of the Bartram Park Association.

8.6. Procedures.

(A) Application. It shall be the responsibility of each Owner to supply two (2) sets of the following documents, materials and items to the ARB for use in its reviewal process: (i) the construction plans and specifications, if any, including all proposed landscaping; (ii) an elevation or rendering of all Proposed Improvements, if any; (iii) samples of materials or paint colors; and (iv) such other items as the ARB may deem appropriate. Until receipt by the ARB of any required plans and specifications, the ARB may postpone review of any plans submitted for approval. The ARB shall approve or disapprove the documents properly submitted to it in writing within thirty (30) days of such submission. If the ARB does not act within the thirty (30) day period (unless an extension is agreed to) from receipt of all required documentation in acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been disapproved. With respect to all Improvements, other than the Initial Improvements, a review fee may be established and charged on a case by case basis, in the sole discretion of and in an amount set by the ARB. If a review fee is charged by the ARB, it shall be non-refundable in any event, whether or not the application submitted by an Owner is approved.

(B) Compliance Binder. At the time of submission of the review fee and the documents, materials and items listed above (as to other Proposed Improvements), and upon the request of the ARB, the Owner and/or builder shall also submit a construction compliance binder in such amount as may be required by the ARB from time to time in the sole discretion of the ARB. The construction compliance binder is intended to insure that the Owner and any contractors or builders comply with the plans approved by the ARB, the Declaration and any rules or regulations established by the ARB and to insure the satisfactory completion of all Proposed Improvements according to the plans approved by the ARB. If, in the opinion of the ARB, the Proposed Improvements have been satisfactorily completed in substantial compliance with the plans and specifications approved by the ARB, then the ARB agrees to return the construction compliance binder, less any fees or penalties as set forth below. The ARB has complete discretion to retain all or any portion of the construction compliance binder for any non-compliance, which remedy shall be in additional to any other remedy under this Declaration. Any retained sums shall be remitted to and shall be the property of the Association.

(C) Basis for Decision. Approval shall be granted or denied by the ARB based upon compliance with the provisions of this Declaration and any guidelines established pursuant thereto, the quality of workmanship and materials, the harmony of external design with its surroundings, the effect of the construction on the appearance from surrounding Parcels, and all other factors, guidelines and standards promulgated from time to time, including purely aesthetic considerations, which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. In connection with its approval or disapproval of an application, the ARB shall evaluate each application for total effect. The evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that an application may meet individual criteria and still not receive approval, if in the sole judgment of the ARB, its overall aesthetic impact is unacceptable. The approval of an application shall not be construed as creating any obligation on the part of the ARB to approve applications involving similar designs for different

Parcels. In addition, the ARB shall have the right to waive or modify the requirements as more fully set forth in Section 8.11.

(D) Uniform Procedures. The ARB may establish revised uniform procedures for the review of applications, including the assessment of the Compliance Binder, review costs and fees, if any, to be paid by the applicant and the time and place of meetings. No submission for approval shall be considered by the ARB unless and until such submission, in compliance with the provisions of this Article, has been accepted by the ARB. Any architectural guidelines established by the Developer or ARB may be amended as the Developer or ARB may determine.

(E) Notification. Approval or disapproval of applications to the ARB shall be given to the applicant in writing within thirty (30) days of receipt thereof, by the ARB in accordance with the procedures adopted by the ARB. The ARB shall indicate its approval by stamping the plans with its seal and the date of approval. If the ARB disapproves the requested Proposed Improvement, it shall provide written notice of such disapproval to the Owner. Disapproval by the ARB may be appealed to the Board of Directors, and the determinations of the Board of Directors shall be dispositive. If the ARB does not act within the thirty (30) day period (unless an extension is agreed to) from receipt of all required documentation in acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been disapproved. No construction (other than Initial Improvements) on any Parcel or within the Property shall be commenced, and no Parcel shall be modified, except in accordance with such approved plans and specifications. All work done by a Member after receiving the approval of the ARB shall be subject to the inspection by, and final approval of, the ARB in accordance with its procedural rules adopted as herein provided. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

8.7. No Waiver of Future Approvals.

The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

8.8. Enforcement.

In the event this paragraph is violated in that any Improvement is made without first obtaining the approval of the ARB, or is not made in strict conformance with any approval given or deemed given by the ARB, the ARB, as the authorized representative of the Association, shall specifically have the right to injunctive relief to require the applicable Owner to stop, remove and/or alter any Improvement in a manner which complies with the requirements of the ARB, or the ARB may pursue any other remedy available to it. In connection with the enforcement of this paragraph, the ARB shall have the right to enter onto any Property and make any inspection necessary to determine that the provisions of this paragraph have been complied with. The failure of the ARB to object to any Improvement prior to the completion of the Improvement shall not constitute a waiver of the ARB's right to enforce the provisions of this paragraph. Any action to enforce this paragraph must be commenced within one (1) year after notice of the violation by the ARB, or within three (3) years after the date of the violation, whichever occurs first. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

8.9. ARB Rules.

The ARB shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the ARB. Such rules shall be (i) subject to the prior approval of the Board of Directors, (ii) consistent with the covenants and restrictions set forth in this Declaration and (iii) published or otherwise made available to all Members and their contractors, subcontractors and other appropriate designees. All rules of the ARB shall be adopted and/or amended by a majority vote thereof, provided that no amendment shall be applicable to any matter submitted to the ARB prior to the making of such amendment.

8.10. Non-Liability.

The ARB and Developer shall merely have the right, but not the obligation, to exercise architectural control and thus neither the Association, the Board of Directors, the ARB, the Developer nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Owner, its successors, assigns, personal representatives, or heirs or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARB's duties hereunder. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Property, generally. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. Furthermore, the approval of any plans and specifications or any Proposed Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Proposed Improvements are complete, do not contain defects, are structurally safe or in fact meet any standards, guidelines, or criteria of the ARB or Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental or industry requirements, standards or codes and neither the ARB, the Association, nor Developer shall be liable for any defect or deficiency in such plans and specifications or Proposed Improvements, the safety, soundness, workmanship, materials, usefulness for any purpose or any injury to persons or property resulting therefrom. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations. Additionally, neither the Association, the Board of Directors, any member or representative of the ARB nor Developer shall be liable for any work or construction performed by any builder approved by the ARB and/or Developer, and the selection or inclusion of any builder shall not be deemed to be a determination or warranty of such builder's skills, workmanship, product or abilities. An Owner shall rely exclusively on its contracts with the builder for any and all rights, obligations and remedies it may have with respect to the construction of the Residence.

8.11. Variance.

The ARB may authorize variances from compliance with any of the architectural control provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) stop the ARB from denying a variance in other circumstances.

8.12. Exemptions.

Developer and its affiliates shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by any of them and shall not be obligated to obtain ARB approval for any construction or changes which any of them may elect to make at any time.

8.13. Reservation of Right to Release Restrictions.

In each instance where a structure has been erected, or construction thereof has substantially advanced, in such a manner that some portion of the structure encroaches on any Parcel line, setback line, or easement area, Developer reserves for itself, its successors, assigns and designees, the right to release such Parcel from the encroachment and to grant a variance to permit the encroachment without the consent or joinder of any person, irrespective of who owns the burdened Parcel or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially or adversely affect the value of the adjacent Parcel and the overall appearance of the Property. This reserved right shall automatically pass to the Association when Developer no longer owns any portion of the Property. Upon granting of an exception to an Owner, the exception shall be binding upon all subsequent Owners of the affected Parcels.

8.14. General Powers of the Association and the ARB.

The Association (and the ARB, as appropriate) shall have the absolute power to veto any action taken or contemplated to be taken which is or would be governed by this Article 8, and the Association shall have the absolute power to require specific action to be taken in connection with applicable sections of the Property in that regard. The Association may require specific maintenance or repairs or aesthetic changes to be effected, require that a proposed budget include certain items and that expenditures be made therefore and otherwise require or veto any other action as the Association deems appropriate from time to time.

8.15. Remedy for Violations.

If an Owner erects or constructs an Improvement or structure in violation of this Article, the Developer or the Association may summarily and without the permission or consent of the Owner, enter upon the Parcel and remove the unpermitted Improvements or structure, in which case neither the Developer, the Association nor their agents or employees will be liable to the Owner or any party claiming by, through or under the Owner for any damages to person or property arising out of such entry and removal. The Owner shall be and remain liable for all costs incurred in connection therewith which costs will be due and payable to the Association on the day of entry and removal and will thereafter bear interest at the rate of the greater of eighteen percent (18%) per annum or the highest rate allowed by law. All such costs shall be a Special Assessment and shall be secured by a lien on the Parcel, which lien is created, evidenced and enforced and is subject to those limitations as provided for in this Declaration. Alternatively, if any Improvement or structure is erected or constructed without first obtaining the approval of the ARB or Developer, as applicable, or is not constructed in strict compliance with any approval given or deemed given by the ARB or Developer, as applicable, or the provisions of this Article are otherwise violated, the ARB, as the authorized representative of the Association or the Developer, shall have the specific right to injunctive relief to require the Owner to stop, remove, and alter any Improvements in order to comply with the requirements hereof, or the ARB or Developer may pursue any other remedy available to it. In connection with this Section, the ARB and Developer shall have the right to enter into any Parcel or Residence and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the ARB or Developer to object to any Proposed

Improvement prior to its completion shall not constitute a waiver of the ARB's or Developer's right to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein, including without limitation the fining provisions set forth in Article 17 for violations of this Declaration.

8.16. Architectural Guidelines.

The ARB or Developer, as applicable, shall consider the following paragraphs in connection with their review, together with any architectural guidelines which may be issued by the ARB or Developer from time to time. Specific references to the ARB or Developer in these provisions shall not be construed as a limitation of the general review power of the ARB or Developer, as set forth in this Article.

(A) Building Restriction Setbacks. The Property shall be subject to the building setback restrictions depicted on the Plat. No vertical construction shall be permitted within the building setback area.

(B) Building Height Restriction. Residences shall be limited to a maximum of two (2) stories.

(C) Roofs. Any protrusions through roofs for power ventilators, antenna or other apparatus shall not be permitted unless approved by Developer, in its sole discretion, as a part of the Initial Improvements or approved thereafter by the ARB. No such protrusions, including without limitation antennae and other devices, will be approved in areas of the roof that affect the fire protection panels underneath the roof, which fire protection panels are located along a four foot (4') section of the party wall of each residence. To the extent any such protrusions are approved by the Developer or ARB, as applicable, the Owner shall be responsible, at its sole cost and expense, for any damage caused to the roof by such protrusion in accordance with the terms and conditions of Section 6.3(A)(5).

(D) No Owner Installed Fences or Walls on or within a Parcel. Each Residence may be delivered to the Owner with a fence or fences running parallel to the side Parcel line between adjoining townhomes. No other fences, including decorative or holiday fences, or walls shall be permitted to be erected by an Owner or its designee on or within a Parcel.

(E) Patios and Patio Enclosures. The Developer must approve any screened patio enclosure that is constructed as part of the Initial Improvements. The ARB must approve any screened patio enclosure that is constructed thereafter. No glass enclosed patios or air conditioned or heated patios are permitted. The patio shall not be used for storage. All furniture on patios shall be of a type designed for outdoor use.

(F) Ancillary Structures. No garage, tool shed, guest quarters, carport, storage buildings or other similar structure shall be constructed or erected on a Parcel.

(G) Antennae and Other Devices. Subject to federal guidelines, all antennae, satellite dishes and other receptor devices to be installed on the Property shall be no larger than thirty-nine inches (39") in diameter and twelve feet (12') in height and must be approved in advance by the ARB. Such devices shall not be placed in the front yard of any Parcel. In addition, Owners shall endeavor to assure that the location of such devices is screened to the extent possible from the view of others. Antennae and other devices will not be approved by the ARB if the proposed location would violate the four foot (4') fire protection panel setback, as set forth in Section 8.16(C) of this Declaration. To the extent any such protrusions are approved by the Developer or ARB, as applicable, the Owner

shall be responsible, at its sole cost and expense, for any damage caused to the roof by such protrusion.

(H) Landscape Buffers. The Property shall be subject to the landscape setback requirements depicted on the Plat. No Improvements other than driveways and landscaping and related Improvements shall be allowed within the landscape buffer area; provided, however, that the landscape setback restrictions shall not prohibit Developer from constructing a wall along the perimeter of the Property.

(I) Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Parcel, unless approved by Developer or the ARB, as applicable.

(J) Lighting. No external lighting, shall be installed without the prior approval of Developer or the ARB, as applicable. No lighting will be permitted which alters the residential character of the Property.

(K) Recreational Structures and Equipment. No basketball backboards, tennis courts, play sets or structures or doghouses shall be located on or within a Parcel and all toys, lawn furniture, equipment and displays must be taken inside the Residence or the Residence's garage at night. Grills must be stored in the Residence or within the garage. Bicycles must be stored in the Residence or within the garage.

(L) Utility Connections. Building connections for all utilities, including, but not limited to, electricity, telephone and television, shall be run underground from the connecting points to the Residence in a manner acceptable to the governing utility authority.

(M) Window Coverings. Reflective window coverings, heat mats and window coverings made of paper products are expressly prohibited. Only white or off-white, solid colored window coverings shall be permitted on any Residence without ARB approval. Stained-glass windows or other type of window treatment to be placed or installed on the inside or outside of any Residence requires approval of the ARB. The ARB as applicable, may prohibit window treatments which are not reasonably compatible with the aesthetic standards of the Property. The restriction set forth in this Section shall not be construed to limit the rights of Residence Owners to display an American flag in accordance with Section 9.9.

(N) Mailboxes. No mailbox, paper box or other receptacle of any kind for any use in the delivery of mail, newspapers, magazines, packages, or similar materials shall be erected on any Parcel, unless installed by the Developer as part of the Initial Improvements.

(O) Energy Conservation. Solar energy and other energy conservation devices shall not be erected on a Residence or Parcel without first obtaining the prior written consent of the Developer or ARB, as applicable. Such devices are not prohibited or discouraged, but the design and appearance of such devices will be closely scrutinized and controlled by the ARB or Developer, as applicable, to assure consistency with the aesthetic standards of the Property.

(P) Painting. The Developer or ARB, as applicable, must approve any proposed painting of the exterior of the Residence by the Owner unless the paint color is the same or substantially similar to the color originally painted. If the proposed painting is approved by the Developer or ARB, as applicable, the Developer or ARB, as applicable, shall have the right to impose such conditions as it deems reasonably appropriate. The conditions shall, at a minimum, include the following:

(1) all work and materials shall be at the Owner's sole cost and expense;

(2) all color selections shall be approved by the Developer or ARB, as applicable, and must be the same or substantially similar to the other Residence(s) in the Building;

(3) the painting project must include an entire elevation of the Residence (i.e. the entire side of the Residence, etc.); and

(4) if the Association thereafter paints the Building in accordance with Section 6.3(A)(1), the Residence shall be included as part of the Building painting project, and the Owner shall pay its pro-rata share of the Building painting project in accordance with Section 6.3(A)(1).

(Q) Interference with Roads or Easements. Without limiting or qualifying the other provisions of this Declaration, nothing shall be erected, constructed, planted, or otherwise placed in such a position so as to create a hazard or block the vision of motorists upon any road within or adjacent to the Property. No modification, alteration, or Improvement shall interfere with the easements or other rights set forth in this Declaration.

ARTICLE 9
USE OF PROPERTY AND PARCELS

9.1. Protective Covenants.

In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration. Without limiting any of the provisions or requirements hereof, the specific references to Developer or ARB approval set forth in this Article or elsewhere in this Declaration shall not be construed as a limitation of the requirements of this Article.

9.2. Parcel Resubdivision.

No Parcel shall be further subdivided, replatted, or separated into smaller Parcels by any Owner. Provided however, this restriction shall not prohibit corrective deeds or similar corrective instruments. As set forth above, Developer shall have the right to reconfigure Parcels or modify subdivision plats of the Property if Developer owns all the Parcels within the legal description of the Property to be subjected to the replat, or if all Owners of Parcels which are included within the portion of the Plat so modified consent to such modification, which consent shall not be unreasonably withheld or delayed.

9.3. Residential Use

Greenbrier at Bartram Park is a residential community, and therefore, each of the Parcels shall be occupied only as a single family residential private dwelling by no more than six (6) persons at any one time. No Parcel may be divided or subdivided into a smaller Parcel. Home-based occupations may be operated out of the Parcels, provided, that: (i) there are no employees working within the Parcels, (ii) there is no signage; (iii) the Parcel is not used to receive clients and/or customers; (iv) there is not excessive deliveries made to the Parcel; (v) the home-based occupation does not generate additional visitors, traffic or noise into the Parcel or any part of the Property; (vi) the home-based occupation does not cause a nuisance to the other Parcels or Owners; and (vii) such use meets all other municipal code and zoning requirements. Notwithstanding the foregoing, the Developer has the right to use the Property for sales and marketing purposes.

9.4. Nuisances; Other Improper Use.

Nothing shall be done or maintained on any Parcel or Common Property which may be or become an annoyance, nuisance or be detrimental to the other Parcels or Common Property or its occupants. Any activity on a Parcel which interferes with television, cable or radio reception on another Parcel shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof as determined by the Board of Directors. All laws, zoning ordinances, orders, rules, regulations, and requirements of any governmental agency having jurisdiction relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed upon the Common Property. Owners hereby acknowledge that construction and development activities on or about the Property during daylight hours shall not be deemed to be a nuisance.

In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

9.5. Insurance.

Nothing shall be done or kept in any Residence, Parcel, or in the Common Property that will increase the rate of insurance for the Property or any other Parcel / Residence, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Residence, on his Parcel, or in the Common Property which will result in the cancellation of insurance on the Property or any other Parcel, or the contents thereof, or which would be in violation of any law. These requirements are in addition to the provisions set forth in Section 10.2 of this Declaration.

9.6. Access.

Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Parcel for the purpose of maintenance, inspection, repair, replacement of the Improvements within the Parcel, or in case of emergency, for any lawful purpose, or to determine compliance with this Declaration.

9.7. Pets.

(A) Owners must register all pets with the Association. Owners are granted a license to maintain not more than a total of two (2) pets per Residence, provided such pets are (a) permitted to be so kept by applicable laws and regulations, (b) not a breed considered to be dangerous by the Board of Directors (c) dogs or cats only, except as set forth below. This license may be revoked by the Board of Directors of the Association. The Board of Directors is authorized from time to time to make such rules restricting or permitting pets on the Property, including, without limitation, rules relating to the size or weight of such pets. Pets shall not create a nuisance to other Owners by any behavior, including but not limited to, continuous and repeated barking, whining, crying or other disturbance. No pet will be permitted on the Property which creates a nuisance. Pet sitting for outside pets is permitted as long as the number of pets maintained within a Parcel does not exceed two (2).

(B) All permitted pets must be caged or on a short leash at all times when they are on any portion of the Property (except the Owner's Parcel). Pets must be on the grass before the pet is permitted to stop and relieve itself. Owners should not allow landscape areas adjacent to the

buildings or the building structures themselves to be used for elimination. Owners are required to pick up, remove and properly dispose of litter deposited by their pets on the Property.

(C) Animals that are typically kept in cages or containers wholly within the Residence such as small caged birds, fish, lizards, turtles and hamsters may be maintained provided such animals are of a breed or variety commonly kept as household pets in similar buildings, are not kept or bred for any commercial purpose, and are kept in strict accordance with the rules and regulations outlined in this policy and in accordance with applicable law. If any such pets become a nuisance, the Board of Directors shall have the right, but not the obligation, to require their removal. Wild animals, exotic animals, farm animals and poisonous creatures are not allowed, including but not limited to any variety of pigs, skunks, tarantulas and similar animals and snakes.

(D) Neither the Board, Developer, nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing rules and regulations governing pets and every Owner maintaining a pet on the Property agrees to defend, indemnify and hold the Association, its Board of Directors, Developer, each Owner and the management company and their employees harmless against any loss, claim, damage or liability of any kind or character whatsoever arising or growing out of the privilege of having a pet on the Property. Any landscaping damage or other damage to the Property, caused by an Owner's pet must be promptly repaired by the Owner. The Association retains the right to effect said repairs and charge the Owner therefore.

(E) A violation of the provisions of this Section shall entitle the Association and the Board of Directors to all of its rights and remedies available under the Declaration, Bylaws, Florida Statutes and any applicable rules and regulations, including, but not limited to, the right to fine Owners and/or to require any pet to be permanently removed from the Property. This Section shall also apply to tenants who have pets.

9.8. Signs.

No sign, advertisement or notice of any type or nature whatsoever including, without limitation, "For Sale" and "For Lease" signs, shall be erected or displayed upon any Parcel, Common Property, or from any window, while Developer is conducting its sales efforts. After Seller has finished its sales within the Property, all signs must have advance written approval of its size, shape, content, appearance and location from the ARB prior to being posted, which approval may be withheld for any reason, and the ARB may, in its sole discretion, prohibit all signs. Notwithstanding the foregoing, Developer shall be entitled to install such marketing signs as are necessary and convenient during the period of time the Developer is marketing within the property located within the Bartram Park DRI.

9.9. Flags.

Each Owner may display one (1) portable, removable United States flag or official flag of the State of Florida in a respectful manner and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, September 11 and Veterans Day, portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard in a respectful manner. This restriction shall not apply to the Association. Further, notwithstanding the foregoing, the Developer, and those persons or entities specifically designated by Developer, shall be permitted to post and display advertising signs on the Property for the marketing, sale, or rental of Parcels.

9.10. Parking.

(A) There shall be a maximum of two (2) vehicles associated with each Parcel. The first vehicle must be parked in the Owner's garage, and the second vehicle, if any, must be parked in the Owner's driveway.

(B) All garages must have a single overhead door with a minimum door width for a single car garage. No garage shall at any time be used as a Residence or converted to become part of the Residence. Notwithstanding the foregoing, a garage may be used by Developer as a sales office during the marketing of the Property.

(C) Motorcycles are allowed with Board approval but shall count as a vehicle towards the vehicle limit. Motorcycles must be parked within the garage. Motorcycles may be parked on the Common Property only with the written consent of the Board of Directors.

(D) Owners must register all vehicles with the Association. All parking within the Property shall be in accordance with rules and regulations adopted from time to time by the Association. All vehicles on the Property must be operational, in good repair, must bear a current license and registration tag, as required pursuant to state law and must be in a good, clean and attractive condition.

(E) No street parking is permitted at any time, and the Association reserves the right to tow vehicles, at the Owner's expense, for any vehicle parked in the street or otherwise in violation of this Section. Guest spaces may be located within the Common Property and Owners may not park in guest spaces.

(F) The Association, through its officers, committees and agents, is hereby empowered to establish parking regulations in all of the Common Property and may make provision for the involuntary removal of any violating vehicle; provided however, that anything herein contained to the contrary, no such regulation may, directly or indirectly, impair, diminish or otherwise interfere with Developer's exclusive right to assign parking spaces and/or to collect all fees resulting therefrom. Parking in or on the Common Property or any Parcel shall be restricted to the parking areas therein designated for such purpose.

(G) Prohibited Vehicles. No commercial trucks, vans or other commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Association, Owners, or residents. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with signage, lettering or display on it, has equipment affixed to it, or is used in a trade or business. No trailers, campers, motor home or recreational vehicles, commercial vehicle, boat or utility trailers, boats, jet skis, personal watercraft, or any watercraft may be parked or stored anywhere on the Property except wholly within the confines of the garage. All vehicles will be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted. No vehicle may block the sidewalk.

(H) Vehicle Maintenance. No person shall conduct any motor vehicle, boat, trailer or other vehicle maintenance or repair on or within the Property, including without limitation the Common Property and Parcels, except wholly within the confines of the garage.

(I) Towing. Any vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of the terms and conditions of this Declaration following notice by the Association. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind. All towing shall be performed in accordance with Section 715.07, Florida Statutes.

9.11. Speed Limit on Common Roads.

The speed limit on all Common Roads shall not exceed twenty (20) miles per hour.

9.12. Visibility at Street Intersections.

No obstruction to visibility at street intersections or Common Property intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners and Members' Permittees, for any damages, injuries or deaths arising from any violation of this Section. The ARB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Parcels.

9.13. Clotheslines.

No clotheslines or other clotheslines-drying facility shall be permitted without the prior written approval of the ARB.

9.14. Garbage and Trash Containers.

It is the Developer's intention that there will not be community trash dumpsters serving the Parcels. So long as there are no community trash dumpsters serving the Parcels, the Owners shall be governed by the following terms and conditions. All garbage and trash containers must be placed within the garage when not placed out for pick up and shall be maintained in accordance with rules and regulations adopted by the Board of Directors. No garbage or trash shall be placed anywhere other than in the Owner's trash container, and no portion of the Property shall be used for dumping refuse. Each Owner shall be responsible for placing its trash container in its driveway for curb-side pick up by the applicable sanitary waste pick up provider; provided, however, that an Owner shall remove the trash container from the garage no earlier than the evening prior to trash pick up and shall return the trash container to the garage no later than the evening of the trash pick-up day. No rubbish, trash, garbage or other waste material shall be kept or permitted on Common Property except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render Common Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.

9.15. Window Air Conditioners.

No window air conditioning unit shall be installed in or on any of the Residences.

9.16. Temporary Structures.

No structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, shed, construction trailers, construction dumpsters, portable on demand storage units or other temporary

storage units, or other outbuilding, shall be permitted on any Parcel at any time. The foregoing restriction shall not preclude Developer from maintaining temporary structures for the purpose of construction of any Improvements or Residences and the marketing and sales of property located within the Bartram Park DRI until such time as all Residences located within the Bartram Park DRI are constructed and sold.

9.17. Oil and Mining Operations.

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Parcel, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Parcel. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Parcel or on the Property.

9.18. Hazardous Materials.

No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released, or disposed of in or under the Property except in strict compliance with applicable statutes, rules and regulations. Fuel or gas storage tanks or other flammable, combustible, or explosive fluids, materials, or substances for ordinary household use may be stored or used in the Property only in strict compliance with manufacturers' directions and applicable safety laws and codes, and shall be stored in containers specifically designed for such purposes.

9.19. Fireworks.

No sparklers, bottle rockets or any other type or form of fireworks shall be used or ignited in or from the Parcel, on or from the Property or on or from the Common Property.

9.20. Removal and Replacement of Trees.

In order to preserve the environment and migratory bird populations, no trees which remain on a Parcel at the time of completion of the Initial Improvements thereon shall be felled, removed, or cut down unless such tree represents a hazard to the Residence or other Improvements on the Parcel, or to persons occupying or utilizing the Property. If any tree located on the Parcel at the time of completion of the Initial Improvements thereafter dies from the act or omission of an Owner, such tree shall be replaced by the Owner, at the Owner's expense, by a similar tree. Any other alteration or replacement of the landscaping or topography of the Property requires ARB approval.

9.21. Lakes.

Swimming in the lakes on the Property is prohibited. Boating of any kind on the lakes, including, without limitation, sailboats, canoes, gas powered boats, electric power boats and jet skis is prohibited.

9.22. Use of Common Property, Including Pool and Clubhouse.

The Common Property shall be used only for the purpose for which it is intended in the furnishing of services and facilities for the enjoyment of the Residences. All Owners and their guests and invitees shall comply with any and all rules and regulations adopted by the Board of Directors (including without limitation permitted hours of usage and guest policies) relating to the Common Property, including without limitation, the pool, clubhouse and clubhouse restrooms. Each Owner acknowledges and agrees that if the Owner is leasing its Residence (as described in Section 9.23 below), the tenant/occupant of the Residence shall have the right to use the Common Property

recreational facilities during the term of the lease, and Owner shall not have any right to use any of the Common Property recreational facilities during such lease term.

9.23. Leasing of Residences.

(A) Entire Residences may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. The lease of any Residence shall not release or discharge the Owner from compliance with any of his obligations and duties as an Owner. No lease or sublease shall be for a period of less than seven (7) calendar months (e.g. an Owner cannot lease its Residence for seven (7) months or more and then allow the lessee to rent out all or any portion of the Residence for periods of less than seven (7) months). Every lease shall be in writing and must be provided to the Association within fifteen (15) days following execution of the lease.

(B) The lease shall also specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits thereto), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The lease must contain a provision in which the tenant signs and acknowledges the receipt of a copy of the Declaration and the rules and regulations in effect at the time of the lease (if applicable). The lease must provide that a violation of the Declaration shall constitute a default under the lease. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Residence therefore. All leases are subordinate to any lien filed by the Association, whether prior or subsequent to such lease. If so required by the Association, any Owner desiring to lease a Residence may be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one (1) month's rent, which may be used by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

(C) When a Residence is leased, a tenant shall have all use rights in the Property otherwise readily available for use generally by Owners, and the Owner of the leased Residence shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. Dual usage by an Owner and a tenant of the Property otherwise readily available for use generally by Owners is prohibited.

(D) A covenant shall exist designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of the above referenced declarations or rules and regulations, which covenant shall be an essential element of any such lease or tenancy agreement.

9.24. Pest & Insect Control.

Except as set forth in Section 10.8 with respect to subterranean termites, each Owner shall be responsible for and required to perform all pest and insect control within the Residence.

9.25. Proviso.

Until the Developer has completed all of the contemplated Improvements and closed the sale of all of the Residences within the Property, neither the Owners nor the Association, nor the use of the Property shall interfere with the completion of the contemplated Improvements and the sale of the Residences. Developer may make such use of the unsold Residences and Common Property as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property within the property located within the Bartram Park DRI and the display of signs.

9.26. Soliciting.

No soliciting, for profit or non-profit means, will be allowed at any time within the Property, which shall include without limitation, distribution of marketing materials or newsletters without approval by the Board of Directors.

9.27. Variance.

The Board of Directors of the Association shall have the right and power to grant variances from the provisions of this Article and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article in any instance in which such variance is not granted.

9.28. Compliance.

It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the rules and regulations in regard to the use of the Residences, Parcels, and Common Property which may be adopted in writing from time to time by the Board of Directors and the ARB, and to see that all persons using the Owner's Parcel(s) do likewise.

9.29. Developer Exemption.

In order that the development of the Property may be undertaken, no Owner nor the Association, shall do anything to interfere with Developer's activities, more fully set forth as follows:

(A) Prevent Developer, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on the Property, as may be necessary in connection with the operation of any Parcels owned by Developer (its successors or assigns) or the sale, lease or other marketing of Parcels, or otherwise from taking such other actions deemed appropriate; or

(B) Prevent Developer, or its successors or assigns from filing Supplemental Declarations, which add or withdraw additional property as otherwise provided in this Declaration; or

(C) Prevent Developer from modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Property.

In general, the Developer shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any matter with Developer's plans for construction,

development, use, sale or other disposition of the Property, or any part thereof.

ARTICLE 10
INSURANCE

The insurance that shall be carried upon the Common Property and the Parcels is governed by the following provisions:

10.1. Common Property Insurance.

(A) The Board of Directors shall obtain insurance on the Common Property, consistent with prudent business judgment, including the following:

(B) Hazard insurance on the Common Property and any Improvements constructed thereon, with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the coinsurance percentage stipulated in the policy, and in any event not less than eighty percent (80%) of the insurable replacement value (based upon replacement cost) of the Improvements constructed on the Common Property.

(C) All personal property included in the Common Property that is owned by the Association shall be insured for its value, as determined annually by the Board of Directors.

(D) Public liability insurance in such limits as the Board of Directors may from time to time determine, insuring against any liability of the Association but not individual Owners arising out of, or incident to, the ownership or use of the Common Property. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors, or other Owners. The Board of Directors shall review such limits once each year.

10.2. Insurance for the Parcels.

It shall be the responsibility of each Owner to obtain, at his/her sole cost and expense, liability insurance with respect to the ownership and use of his/her Parcel, including the Residence and any Improvements located on the Parcel. It shall be the responsibility of each Owner to obtain and maintain property insurance in an amount equal to not less than the full replacement cost of the Residence and other Improvements located on the Parcel and comprehensive personal liability insurance in an amount not less than $300,000.00. It shall also be the responsibility of each Owner to obtain, at his/her sole cost and expense, flood insurance covering Improvements on the Parcel, if the Parcel is located in a flood zone designated "A". As of the date that an Owner takes title to a Parcel, the Owner must submit to the Association, a copy of the policy, or a certificate of the insurance policy, evidencing that the policy is in effect and identifying the expiration date of the policy. Thereafter, each Owner must submit to the Association, on or before thirty (30) days prior to the expiration of such policy, a copy of the policy, or a certificate of the insurance policy, evidencing that the policy is in effect and identifying the expiration date of the policy. The policy shall not be cancelled, materially changed or not renewed without at least thirty (30) days advance written notice to the Association. If the Owner fails to comply with any portion of this Section 10.2, including providing copies / certificates to the Association, the Association shall (i) have the fining rights set forth in Article 17) and (ii) after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, have the right to purchase the insurance policy described in this Section 10.2. The cost of such policy shall be a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore. Nothing shall be done

or kept in any Residence or Parcel that will increase the rate of insurance for the Property or any other Parcel, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Residence or on his Parcel which will result in the cancellation of insurance on the Property or any other Parcel, or the contents thereof, or which would be in violation of any law.

10.3. Personal Property on the Parcels.

Owners are obligated to obtain coverage at their sole cost and expense upon their personal property located on their respective Parcels. Such insurance shall not be the responsibility of the Association.

10.4. Director and Officer Liability Insurance.

The Board of Directors may obtain, as a matter of common expense payable from the Annual Assessments, liability insurance against personal loss for actions taken by members of the Board of Directors and officers of the Association in the performance of their duties. Such insurance shall be of the type and amount determined by the Board of Directors, in its discretion.

10.5. Worker's Compensation.

The Board of Directors shall obtain and maintain worker's compensation insurance, if and to the extent necessary to meet the requirements of law.

10.6. Flood Insurance.

The Board of Directors shall obtain and maintain flood insurance covering Improvements located within the Common Property, where such Improvements are located within a flood zone designated "A".

10.7. Liability Insurance.

The Board of Directors may obtain such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Owners.

10.8. Termite Protection Coverage.

The Board of Directors shall obtain and maintain adequate subterranean termite protection coverage on each Building. The fees incurred by the Association in connection with such coverage shall be included within the Annual Assessments payable by each Owner.

10.9. Generally.

The Board of Directors may from time to time increase or decrease the types and amounts of insurance coverage, as may be necessary or convenient to comply with requirements of Institutional Mortgagees or based upon the cost and availability of such coverage. The premiums for policies maintained by the Association shall be paid by the Association as an expense to be passed on to the Owners as part of their Annual Assessments. All insurance policies purchased by the Association shall be for the benefit of the Association, and shall provide that all proceeds covering losses shall be paid to the Association.

ARTICLE 11
RECONSTRUCTION OR REPAIR AFTER CASUALTY OR CONDEMNATION

11.1. Common Property.

Except as set forth in Section 3.2, in the event of damage to or destruction of all or any the Improvements on the Common Property as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of such Improvements substantially in accordance with the plans and specifications under which the Improvements were originally constructed, or any modification thereof approved by Developer or the ARB. The Board of Directors shall proceed towards reconstruction of such Improvements as quickly as practicable under the circumstances, and shall obtain funds for such reconstruction from the insurance proceeds and any Special Assessments that may be necessary after exhaustion of reserves for the repair and replacement of such Improvements. Nothing contained herein shall impose absolute liability for damages to the Common Property on the Owners.

11.2. Parcels.

Any Owner whose Parcel or Residence located on the Parcel or any Improvements located on the Parcel is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore the Residence and Improvements, to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the ARB in accordance with the provisions of Article 8. Each Owner agrees to cooperate in good faith with all other Owners of the Property, including without limitation, the Owners of adjoining Residences and all Owners within Owner's Building, in connection with the rebuilding and restoration of a Residence and other Residences within a Building. The Association has the right, but not the obligation to, monitor all rebuilding efforts, and the Associations and all Owners within a particular Building have the right to seek specific performance in a legal action, requiring an Owner to commence and diligently prosecute to completion, the reconstruction of its Residence in the event the Residence is destroyed or damaged by fire or other casualty.

ARTICLE 12
ASSOCIATION LIABILITY

12.1. Disclaimer of Liability.

Notwithstanding anything contained in this Declaration, in the Articles or Bylaws, or in any other document governing or binding the Association (collectively, "Association Documents"), neither Developer nor the Association shall be liable or responsible for, or shall be deemed in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant, or user of any portion of the Property, including, without limitation, Owners, occupants, tenants, and their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons. At the time of the recording of this Declaration, there is an unstaffed vehicular access gate at the entrance to the Property, which is intended to limit vehicular access to Greenbrier at Bartram Park, subject to the Developer's rights to access the Property as set forth in Section 5.9 and Section 9.25. The gate is not intended to be a security gate or to protect an Owner's person or property from the acts of third parties and neither the Developer nor the Association shall be liable for any breaches of the gate, or whether or not the gate properly operates.

12.2. Specific Provisions.

Without limiting the generality of the foregoing:

(A) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern and regulate the use of the Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

(B) Neither Developer nor the Association is empowered, nor have they been created, to act as an entity which enforces or insures compliance with the laws of the United States of America, the State of Florida, the County, or any other jurisdiction, or prevents tortious or criminal activities.

(C) The provisions of the Association Documents setting forth the uses of Assessments which may relate to health, safety, or welfare shall be attributed and implied only as limitations on the usage of such funds, and not as creating an obligation of the Association or Developer to protect the health, safety or welfare of any persons.

(D) Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable to Owners for entry or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property, including the Residences. Further, the Association shall not be liable for any such injury or damage caused by defects in the design or workmanship or other reason connected with any additions, alterations or Improvements or other activities done by or on behalf of any Owners regardless of whether or not the same shall have been approved by the Association as provided hereunder. The Association shall not be liable to any Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable cost or upon reasonable terms.

12.3. Owner Covenant.

Each Owner, for himself and his heirs, legal representatives, successors and assigns (by virtue of his acceptance of title of his Parcel), and every other person or entity having an interest in or a lien upon, or making use of, any portion of the Property (by virtue of accepting such interest or lien or making use thereof), shall be bound by this Article and shall be deemed to automatically waive all rights, claims, demands, and causes of action against the Association or Developer arising from or connected with any act or omission for which the liability of the Association or Developer has been described in this Article.

12.4. Noise Disclaimer.

Each Owner, by acceptance of a deed or other conveyance of his or her Residence, acknowledges and agrees that sound transmission in a multi-residence building, is very difficult to control, and that noises from adjoining or nearby Residences, Buildings, recreational facilities or mechanical equipment, can often be heard in another Residence. The Developer does not make any representation or warranty as to the level of sound transmission between and among the Residences and other portions of the Property and each Owner waives and expressly releases such warranty and claim for loss or damages resulting from sound transmission.

ARTICLE 13
PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

13.1. Existing Property.

The land that initially is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of the Property.

13.2. Additional Property.

(A) By Developer. Developer shall have the right, but not the obligation, for so long as it owns Additional Property, from time to time in its sole discretion, to annex to the Property and to include within this Declaration, any Additional Property with no further consent of owners or mortgagees, except that if any land, other than the Property or Additional Property is annexed by the Developer, Developer shall obtain the prior approval of the VA/FHA.

(B) By Association. The Association may annex Additional Property which it owns or which others own, to the Property with the approval of two thirds (2/3) of the vote of the Board of Directors and with the consent of the owners of the property to be annexed. Residences constructed on the Additional Property may be different in appearance from existing Residences, and may be constructed in a style or other manner.

13.3. Supplemental Declaration.

Any such additions authorized in Section 13.2 shall be made by the filing of record of one or more supplemental declarations. With respect to the Additional Property annexed by the Developer, the supplemental declaration need only be executed by the Developer; in the case of Additional Property to be annexed by the Association, the supplemental declaration shall be executed by the President of the Association and the owner of the land to be subjected, if not the Association, and shall state that such annexation is in accordance with the resolution passed by the Association in accordance with the terms of this Declaration. A supplemental declaration shall contain a statement that the real property that it the subject of the supplemental declaration constitutes Additional Property which is to become a part of the Property subject to this Declaration. In addition, the supplemental declaration may contain additional covenants and restrictions provided that such covenants and restrictions are consistent with those contained herein. Supplemental declarations may permit attached housing, zero Parcel line housing, condominium units or other styles of dwellings permitted by the applicable zoning and a separate declaration with respect thereto may also be recorded. Such supplemental declaration shall become effective upon being recorded in the public records of the County.

13.4. Effect of Annexation.

In the event that any Additional Property is annexed to the Property pursuant to the provisions of this Article upon recording of the supplemental declaration, (a) such Additional Property shall be considered within the definition of the term Property for all purposes of this Declaration, and (b) all voting of each class of membership of the Association and all voting by the Owners hereunder shall be aggregated, it being intended that (i) any voting requirements need not be fulfilled separately for the Additional Property, and (ii) any Class B Member shall at all times have a majority of the votes of the Association until converted to Class A membership as described in Article 2. Owners, upon recordation of any supplemental declaration, shall also have a right and non-exclusive use and enjoyment in and to the Common Property within the Additional Property so annexed and any obligation to contribute to the cost of improvement, operation and maintenance of such Common

Property within the annexed land. Provided however, until a supplemental declaration is recorded subjecting any portion of the Additional Property to the Declaration, the fact that such Additional Property is described on **Exhibit A** shall not constitute and shall in no way be deemed or construed to be a defect or encumbrance on the title of the Additional Property.

13.5. Withdrawal.

The Developer may, at any time in its sole discretion, determine to withdraw property from this Declaration by recording in the public records a Declaration of Withdrawal of the Property which shall be consented to by the owner of the Property and its mortgagee, if any, if such Property is not owned by the Developer. Subsequent to the termination of the Developer's ownership of any property subject to the Declaration, the Association may withdrawal property in the manner stated herein with the consent of the owner and any mortgagee, if the owner is not the Association.

ARTICLE 14
PARTY WALL EASEMENTS

It is understood that the Residences to be constructed on the Property will be townhomes which shall have one party wall between each Residence ("Party Wall"). Each Building will contain multiple Residences, resulting in one (1) or more Party Walls per Building. In connection with the Party Wall, each Owner shall be benefited and burdened as follows:

14.1. Easements.

Each Owner shall have a nonexclusive easement on, over, across, through and under that portion of the Property on which the Party Wall is located, for purposes of excavation, construction, development, support, use, maintenance, repair and replacement of the Party Wall and the installation of electrical, plumbing, mechanical and similar utilities and facilities along the Party Wall or as part of the Party Wall.

14.2. Affirmative Obligations; Construction, Use, Maintenance, Repair and Replacement of the Party Wall.

(A) Each Owner shall each be responsible, at its sole cost and expense and subject to Section 14.2(B) below, for the maintenance and repair of its respective interior face of the Party Wall.

(B) Should the Party Wall, or any portion thereof, be damaged or destroyed by the intentional act, gross negligence or negligence of either Owner, their respective agents, guests, licensees or invitees, such Owner shall immediately: (i) repair or replace the Party Wall, or the damaged or destroyed portion thereof, at that Owner's sole cost and expense; and (ii) compensate the other Owner for all resulting damages to the property of the other Owner.

(C) If it becomes reasonably necessary to repair or replace the Party Wall, or any portion thereof or any electrical, plumbing, mechanical or other utilities or facilities located therein, because of any reason not covered by Section 14.2(B) above, including casualty, either Owner may undertake such repair or replacement, after giving notice to the other Owner. The Owners shall share equally all reasonable costs incurred in connection with such repair or replacement and shall timely pay its share of repair and replacement costs incurred by the other Owner, to Owner incurring the expenses, on demand.

(D) Any maintenance, repair or replacement of the Party Wall shall: (i) be of the same material, or similar material of the same quality, as that originally used in the Party Wall; (ii) be completed in a good and workmanlike manner, as expeditiously as reasonably possible; (iii) not change the location or size of the Party Wall; and (iv) not impair the strength of the Party Wall nor damage the foundations located on either Parcel.

(E) Each Owner shall maintain, at their sole cost and expense: (i) general liability insurance; (ii) personal injury, bodily injury, contractual liability, products/completed operations hazard and broad form property damage coverage; and (iii) property insurance. The insurance policies required hereunder shall be in such amounts as are reasonably necessary to adequately cover each Owner's interest in its property.

(F) Notwithstanding anything to the contrary contained in this Declaration, if any Owner institutes legal proceedings against another with respect to this Declaration or the use, enjoyment, operation or condition of any easement granted hereunder, the nonprevailing Owner shall pay to the prevailing Owner an amount equal to all attorneys' fees and disbursements whether incurred before, at trial, on appeal, in bankruptcy or in post-judgment collection, and all other costs and expenses incurred by the prevailing Owner in connection therewith.

(G) Should any Owner fail to make a timely payment of any amount payable hereunder, the balance due thereafter shall reflect an additional interest charge in the amount of the greater of eighteen percent per annum or the highest rate allowed by law, compounded monthly.

(H) No Owner shall permit any construction or materialman's liens to be filed and enforced against the areas burdened by an easement granted hereunder. If such a lien is filed, the responsible Owner shall: (i) pay all costs and charges for work done by it or caused to be done by it that resulted in the filing of the lien; (ii) pay all costs and charges for materials furnished for or in connection with such work at the request of such Owner; (iii) give the other Owner written notice thereof; and (iv) cause the lien to be removed of record within thirty (30) days thereafter, unless any foreclosure action to enforce the lien actually commences, in which case, cause such lien to be removed of record within five days after commencement of such foreclosure action.

ARTICLE 15
COMMUNITY DEVELOPMENT DISTRICT

The Bartram Park Community Development District ("CDD") has been created. The CDD is a special purpose form of local government established and existing pursuant to Chapter 190, Florida Statutes. The CDD is being established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain certain community infrastructure systems, facilities and services for storm water management and drainage including roadways, parks and recreation, water and sewer utilities, and such other systems, facilities and services as are allowed by Chapter 190, Florida Statutes ("District Improvements"). Each Owner agrees and acknowledges that, once established, the CDD may impose and levy taxes or assessments, or both taxes and assessments, on the Property. These taxes and assessments pay the construction, operation, and maintenance costs of certain public facilities and services of the district and are set annually by the governing board of the district. These taxes and assessments are in addition to the county and other local governmental taxes and assessments and all other taxes and assessments provided for by law.

ARTICLE 16
BARTRAM PARK DOCUMENTS

Each Owner acknowledges and agrees that the Property and Residence is subject to the following documents (collectively, the "Bartram Park Documents"):

(A) Declaration of Covenants, Conditions and Restrictions dated April 27, 2001 and recorded on May 4, 2001 at Official Records Book 9977, page 39, as amended by that First Amendment to the Declaration of Covenants, Conditions and Restrictions dated October 31, 2001 and recorded on November 15, 2001 at Official Records Book 10227, page 892, as amended by that Second Amendment to Declaration of Covenants, Conditions and Restrictions dated October 31, 2001, recorded on January 9, 2002 at Official Records Book 10305, page 1042 and as amended by that Third Amendment to the Declaration of Covenants, Conditions and Restrictions dated December 20, 2002, recorded on February 4, 2003 at Official Records Book 10900, page 944, all of the public records of Duval County, Florida; together with Consent and Joinder of Mortgagee given by BankAtlantic dated October 30, 2001, and recorded December 3, 2001, in Official Records Book 10247, page 1745 of the public records of Duval County and Consent and Joinder of Mortgagee given by BankAtlantic dated October 30, 2001 and recorded on February 21, 2002 in Official Records Book 10366, page 862 of the public records of Duval County, Florida.

(B) Declaration of Covenants and Restrictions for Bartram Park made by Bartram Park, Ltd., dated April 27, 2001, and recorded on May 4, 2001 in Official Records Book 9977, at page 155, of the public records of Duval County, Florida, as amended by First Amendment to Declaration of Covenants and Restrictions for Bartram Park by and among Bartram Park, Ltd., Bartram Investment, LLC, Flagler Development Company, and the Bartram Park Owners' Association, Inc., dated October 31, 2001, and recorded November 15, 2001 in Official Records Book 10227, at page 901, of the public records of Duval County, Florida, as supplemented by Supplementary Declaration of Covenants and Restrictions for Bartram Park Phase 3 by and among Bartram Park, Ltd., Bartram Investments, LLC, Winslow Farms, Ltd., and the Bartram Park Owners' Association, Inc., dated December 27, 2004, and recorded on February 16, 2005, in Official Records Book 12295, at page 1783, of the public records of Duval County, Florida, and as supplemented by Second Supplementary Declaration of Covenants and Restrictions for Bartram Park Phase 2 by and among Bartram Park, Ltd., Bartram Investments, LLC, Winslow Farms, Ltd., and the Bartram Park Owners' Association, Inc., dated January 5, 2005, and recorded February 16, 2005, in Official Records Book 12295, at page 1824, of the public records of Duval County, Florida.

(C) Declaration of Easements, Covenants, Conditions and Restrictions for Tract 7 and 8, Bartram Park Phase 2, made by Winslow Farms, Ltd., dated October 3, 2005 and recorded on October 10, 2005, in Official Records Book 12803, page 2465 of the public records of Duval County, Florida.

The Bartram Park Owners' Association, Inc. (the "Bartram Park Association") is the association governing the operation, maintenance, repair and replacement of the common property of the Bartram Park development. As such, the Developer is initially the member of the Bartram Park Association and thereafter the Association will be the member of the Bartram Park Association. The Bartram Park Association, acting through its board of directors, shall have the powers, rights and duties with respect to the Property and with respect to the Bartram Park community as set forth in the Bartram Park Documents. No landscaping, improvement or structure of any kind shall be commenced, erected, placed or maintained upon any building site unless and until the plans and specifications have been submitted to and approved by the developer of Bartram Park, the Bartram Park Association and the design review committee of the Bartram Park Association. The Bartram Park Association shall be entitled to charge each owner of a building site assessments established

and levied pursuant to the Bartram Park documents listed above, for expenses incurred or to be incurred by the Bartram Park Association in fulfillment of its maintenance, operation and management responsibilities for the common facilities within the Bartram Park community. The individual Owners are obligated to pay their pro-rata share of the Bartram Park Association budget as a portion of the Annual Assessment, but the individual Owners are not members of the Bartram Park Association.

ARTICLE 17
ENFORCEMENT

17.1. Compliance by Owners.

Every Owner and member's permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

17.2. Enforcement.

Failure of an Owner or his member's permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the nonprevailing party as determined by the court.

17.3. Fines and Suspension of Privileges.

If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration or the Rules and Regulations, it shall be lawful for Developer, the Association, or any Owner: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to suspend the Owner's (and Owner's family, tenants, guests, invitees or Occupants) right to use the Common Property recreational facilities for so long as the violation continues and to levy reasonable fines against Owner or Occupant for the failure of the Owner, his family, tenants, guests, invitees or Occupants, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

(A) The Association shall give the Owner or Occupant at least fourteen (14) days notice of the violation(s) and of the right to have a hearing before a committee of at least three (3) Owners appointed by the Board of Directors, which committee members shall not be officers, directors or employees of the Association or the spouse, parent , child, brother, or sister of an officer, director or employee of the Association. The notice shall contain a date and time for a proposed hearing which shall be at least fourteen (14) days from the date of notice. If the Owner or Occupant notified of the violation(s) and the fine fails to appear at the hearing or fails to request a hearing at another time, which time shall in no event be set more than thirty (30) days after notification of the violations(s) and the fine, the right to the hearing shall be deemed to be waived and the fine shall be considered levied.

(B) At any hearing, the committee shall be presented with the violation(s) and shall give the Owner or Occupant the opportunity to present reasons why penalties should not be imposed. A written decision of the committee shall be provided to the Owner or Occupant within twenty-one (21) days after the date of the hearing.

(C) If a hearing is requested and results in the approval of the fine by the committee, the fine levied by the Board of Directors may be imposed against the Owner, his family, tenants, guests, invitee or Occupants.

(D) Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.

(E) Amounts: The Board of Directors (if its or such panel's findings are made against the Owner) may impose Special Assessments against the Parcel owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars ($100.00);

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars ($500.00);

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof (even if in the first instance): a fine not in excess of One Thousand Dollars ($1,000.00);

(4) Provided, however, to the extent that state law is modified to permit fines of greater amounts, the Declaration shall be automatically amended to include such increase, notwithstanding the approval requirements of Section 18.8.

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

(G) Collection of Fines: Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments, and the lien securing same, as set forth herein.

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

(I) Non-Exclusive Remedy: The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a Special Assessment as a lien on the Parcel; however, any fine paid by the Owner or Occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or Occupant. The limitations on fines in this paragraph does not apply to suspensions or fines arising from failure to pay Assessments.

(J) The failure of Developer, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

ARTICLE 18
GENERAL PROVISIONS

18.1. Duration.

This Declaration, as amended and supplemented from time to time, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Developer, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of forty (40) years from the date this Declaration is recorded in the public records of the County, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each, unless an instrument or instruments signed by the then Owners of seventy-five percent (75%) of the Parcels subject to this Declaration is recorded in the public records of the County, agreeing to terminate all of said provisions as of a specified date. Unless this Declaration is terminated as provided above, the Board of Directors shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

18.2. Condemnation.

In the event all or part of the Common Property owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property. The Owners holding seventy-five percent (75%) of the votes shall agree to the distribution of the proceeds of any condemnation or taking by eminent domain, and if the Owners shall not so agree, such proceeds shall be added to the funds of the Association.

18.3. Notices.

Any notice required to be sent to the Owner of any Parcel under the provisions of this Declaration shall be deemed to have been properly sent when hand delivered or mailed, postage prepaid, to the Parcel and to the last known address of the person who appears as Owner of such Parcel on the records of the Association at the time of such mailing, if different.

18.4. Interpretation.

Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of all genders includes all genders; the use of the terms "including" or " include" is without limitation; and the use of the terms "will", "must", and "should" shall have the same effect as the use of the term "shall". Wherever any time period is expressed in days, if such time period ends on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. The terms "Parcel" and "Property" mean all or any portion applicable to the context, and include all Improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and the benefit of all appurtenant easements. The terms of this Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a uniform and consistent plan for the development and enjoyment thereof. Headings and other textual divisions are for convenience only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this paragraph apply also to the interpretation, construction, application, and enforcement of all the Association Documents.

18.5. Invalidity.

The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Declaration which shall remain in full force and effect.

18.6. Rules and Regulations.

The Board of the Association shall have the right to implement rules and regulations for the Association and its Members. All Owners shall comply with any and all rules and regulations adopted and amended from time to time by the Board of Directors. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declaration and shall relate to the overall development of the Property, including the operation, use, maintenance and control of the Residences, Parcels, Common Property and any facilities or services made available to the Owners, and shall not in any way diminish the powers of self-government of the Association. A copy of any rules and regulations which may be adopted from time will be made available to each Owner upon receipt of such Owner's request.

18.7. Litigation.

No judicial or administrative proceedings shall be commenced or prosecuted by the Association unless the same is approved by written consent of the Owners of seventy-five percent (75%) of the Parcels subject to this Declaration. This paragraph shall not apply, however, to: (a) actions brought by the Association to enforce and provisions of this Declaration (including, without limitation, foreclosure of lien); (b) imposition of Assessments as provided herein; (c) proceedings involving challenges, to any taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. Notwithstanding the provisions of this paragraph, this paragraph shall not be amended unless such Amendment is approved by Developer or is approved by the percentage vote pursuant to the same procedures as are necessary to institute proceedings and provided above.

18.8. Amendment.

This Declaration may be amended at any time by an instrument signed by the President or Vice President and the Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted by the written consent of sixty-six and two-thirds percent (66 2/3%) of the Class A Members or upon a sixty-six and two-thirds percent (66 2/3%) vote of the Class A Members voting in person or by proxy at a regular Association meeting or a special meeting called for that purpose at which there is a quorum, which amendment shall become effective upon its filing in the public records of the County. Provided, however, that:

(A) As long as Developer is an Owner of any Parcel, no amendment that materially and adversely affects the Developer shall become effective without the written consent of Developer.

(B) Until Turnover, any amendments to this Declaration (including, without limitation, any amendment which results in the annexation of additional lands into the Property, the merger or consolidation of the Association with any other property owners association, the dedication of any part of the Common Property for public use (other than the initial Common Property), and the conveyance, mortgaging or encumbrance of any part of the Common Property) must have prior written approval of the FHA or VA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Parcel.

(C) Developer specifically reserves the absolute and unconditional right (subject only to FHA or VA approval as set forth above, if required), so long as it owns any of the Property, to amend

this Declaration without the consent or joinder of any party: (i) to conform to the requirements of any holder of a Mortgage; (ii) to conform to the requirements of title insurance companies; (iii) to conform to the requirements of any governmental entity having control or jurisdiction over the Property; (iv) to clarify the provisions of this Declaration or to correct scrivener's errors in this Declaration; or (v) in such other manner as Developer may deem necessary or convenient.

(D) This Declaration shall not be amended in any manner so as to adversely affect the rights of the SJRWMD without the written approval of the SJRWMD. Any such approval shall be evidenced by a recordable instrument executed by the SJRWMD.

(E) Amendments to the Articles and Bylaws shall be made in accordance with the requirements of the Articles and Bylaws and need not be recorded in the public records of the County.

18.9. Assignment of Developer Rights.

Developer may assign all or only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed to be the Developer but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis. In addition, in the event that any person or entity obtains title to all of the Property owned by Developer as a result of foreclosure or deed in lieu thereof, such person or entity may elect to become the Developer by written election recorded in the public records of the County, and regardless of the exercise of such election, such person or entity may appoint the Developer or assign any rights of Developer to any other party which acquires title to all or any portion of the Property by written appointment recorded in the public records of the County. In any event, no subsequent Developer shall be liable for any actions or defaults of, or obligations incurred by, any prior Developer, except as the same may be expressly assumed by the subsequent Developer.

18.10. Rights of Institutional Mortgagees.

All Institutional Mortgagees shall have the following rights:

(A) During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Association Documents and the books, records and financial statements of the Association.

(B) Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its costs incurred in providing such copies.

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

(D) By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee established from time to time by the Association to defray its costs, to receive: (i) any notice that is required to be given to the Class A Members under any provision of the Association Documents; (ii) written notice of any condemnation or casualty loss affecting a material portion of the Property or any Parcel encumbered by its Mortgage; (iii) any sixty (60) day delinquency in the payment of Assessment Charges imposed upon any Parcel encumbered

by its Mortgage; (iv) the lapse, cancellation, or material modification of any insurance coverage or fidelity bond maintained by the Association; and (v) any proposed action requiring the consent of a specified percentage of Mortgagees.

18.11. Legal Fees and Costs.

The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

18.12. Law to Govern.

This Declaration shall be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial.

18.13. Tax Deeds and Foreclosure.

All provisions of the Declaration relating to a Parcel which has been sold for taxes or Special Assessments survive and are enforceable after the issuance of a tax deed or upon a foreclosure of an Assessment, a certificate or lien, a tax deed, tax certificate or tax lien, to the same extent that they would be enforceable against a voluntary grantee of title before such transfer.

18.14. Easements.

Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

18.15. Constructive Notice and Acceptance.

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Parcel or other property located on or within the Property, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Parcel or other property.

18.16. Notices and Disclaimers as to Community Systems.

Developer, the Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems. DEVELOPER, THE ASSOCIATION, OPERATORS AND THEIR FRANCHISEES, 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, 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 SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DEVELOPER, THE ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DEVELOPER OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES 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 part 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 agrees that Developer, the Association or any successor, assign or franchisee thereof and any Operator 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 property 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 Developer, the Association, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 ($250.00) U. S. Dollars, 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 Developer, the Association or any franchisee, successor or designee of any of same or any Operator. Further, in no event will Developer, the Association, any Operator or any of their franchisees, 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(s) of such services.

18.17. Certain Reserved Rights of Developer 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, Developer 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 Developer may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in the County, for which

service Developer 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); and

(C) the right to offer from time to time monitoring/alarm services through the Community Systems.

Neither the Association nor any officer, director, 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.

18.18. No Assurances of Development.

The Property is subject to certain governmental or quasi-governmental ordinances and regulations. Developer makes no assurance to any Owner or Institutional Mortgagee that the Property will be developed in strict compliance with any such ordinances or regulations. All site plans, development plans, advertising material and similar material developed or produced in connection with the marketing and sale of the Property is subject to change in the Developer's sole discretion. Owners hereby waive any and all rights they have to object to changes in the plan which may be made by the Developer pursuant to this paragraph.

18.19. **No Representations or Warranties.**

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DEVELOPER OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE SECURITY PROVIDED TO THE PERSONS AND PROPERTY OF OWNERS, NOR AS TO ANY PORTION OF THE COMMON PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DEVELOPER FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE PARCELS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

Witnesses:

By: _____
Print Name: _____

By: _____
Print Name: _____

PULTE HOME CORPORATION,
A Michigan corporation

By: _____
Print Name: Christine R. Braun
Its: Attorney In Fact

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of June, 2006, by Christine Braun, as the authorized agent of Pulte Home Corporation, a Michigan corporation, for and on behalf of said corporation, and who is ✓ personally known to me or ___ has provided _____ as identification.

[SEAL]

_____
NOTARY PUBLIC, State of Florida
LINDA A. SCHAEDEL
Printed Name
My Commission Expires: JUNE 25, 2009
Commission Number: DD437799

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6/14/2006 8:56:07 AM

Linda A. Schaedel
Commission # DD437799
Expires June 25, 2009
Bonded Troy Fain - Insurance, Inc 800-385-7019

CONSENT OF ASSOCIATION

The undersigned, President of Greenbrier Homeowners' Association, Inc., a Florida not-for-profit corporation ("Association"), hereby consents to the recording of this Declaration and agrees to undertake all obligations and assume all rights of the Association pursuant to this Declaration of Covenants, Conditions, Restrictions and Easements for Greenbrier at Bartram Park.

The undersigned sets its hand and seal this 16th day of June, 2006.

GREENBRIER HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

By: William Genovese
William Genovese
Its President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of June, 2006, by William Genovese, as the President of Greenbrier Homeowners' Association, Inc., a Florida not-for-profit corporation, for and on behalf of said corporation, and who is ✓ personally known to me or ____ has provided _____ as identification.

[SEAL]

Linda Aschaedel
NOTARY PUBLIC, State of Florida
LINDA A. SCHAEDEL
Printed Name
My Commission Expires: JUNE 25, 2009
Commission Number: DD-437799

Linda A. Schaedel
Commission # DD437799
Expires June 25, 2009
Bonded Troy Fain - Insurance, Inc 800-385-7019

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EXHIBIT A

PROPERTY

GREENBRIER AT BARTRAM PARK, according to the plat thereof recorded at Plat Book 60, pages 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204 and 205 of the public records of Duval County, Florida.

EXHIBIT B

ARTICLES OF INCORPORATION
OF
GREENBRIER HOMEOWNERS' ASSOCIATION, INC.

ARTICLES OF INCORPORATION

OF

GREENBRIER HOMEOWNERS' ASSOCIATION, INC.

In compliance with the laws of the State of Florida, the undersigned do hereby voluntarily associate for the purpose of forming a corporation not-for-profit for the purposes and with powers set forth herein. All capitalized terms set forth herein, to the extent not defined herein, shall have the meanings set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Greenbrier at Bartram Park to be recorded in the public records of Duval County, Florida, as it may be modified and supplemented from time to time ("Declaration").

ARTICLE I - NAME

The name of the corporation is GREENBRIER HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE II - REGISTERED AGENT

The name and address of the Registered Agent of the Association is:

Sterling Fin. & Mgmt, Inc.
6320 St. Augustine Road, Suite 6B
Jacksonville, Florida 32217

ARTICLE III - PRINCIPAL OFFICE

The principal office of the Association shall be located at 5210 Belfort Road, Suite 400, Jacksonville, Florida 32256; but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE IV - PURPOSE AND POWERS

The Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which it is formed are to operate as a corporation-not-for-profit pursuant to Chapter 617, Florida Statutes, and to provide for the maintenance, preservation and architectural control of all Improvements on the Property and the Common Property, all within that certain tract of land described in the Declaration ("Property"), as such is supplemented from time to time, all for the mutual advantage and benefit of the Members of this Association, who shall be the Owners of the Parcels. For such purposes, the Association shall have and exercise the following authority and powers:

1. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, as well as in the provisions of these Articles and the Bylaws. The Declaration is incorporated herein by this reference as if set forth in detail.

2. To fix, levy, collect and by any lawful means enforce payment of all Assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all

Prepared by Melissa S. Turra
Florida Bar No. 0022063
Holland & Knight LLP
50 N. Laura St., Suite 3900
Jacksonville, FL 32202
904-353-2000

licenses, taxes or governmental charges levied or imposed against the property of the Association, including without limitation, adequate Assessments for the costs of maintenance, repair and operation of the Stormwater Management System, including without limitation drainage structures and drainage easements.

3. To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Property may not be mortgaged without the prior approval of Members holding two thirds (2/3) of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding two thirds (2/3) of the total votes.

4. To borrow money and, with the assent of seventy-five percent (75%) of the holders of votes at a duly noticed meeting of members at which a quorum is present in person or by proxy, to mortgage, pledge or hypothecate any and all of the Association's real or personal property as security for money borrowed or debts incurred.

5. To dedicate, sell or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.

6. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, as more fully provided in the Declaration.

7. To make, establish and amend reasonable rules and regulations governing the use of the Parcels and Common Property.

8. To maintain, repair, replace, operate and manage the Common Property.

9. To employ personnel, agents or independent contractors to perform the services required for the proper operation of the Common Property.

10. To exercise architectural control over Improvements within the Property pursuant to the rights granted to the Association in the Declaration.

11. To operate, maintain and manage the Stormwater Management System in a manner which is consistent with the St. Johns River Water Management District Permit No. 4-031-23600-17 requirements and applicable St. Johns River Water Management District rules, and to assist in the enforcement of the terms and conditions of the Declaration which relate to the Stormwater Management District.

12. To have and to exercise any and all powers, rights and privileges which a corporation organized under the law of the State of Florida may now or hereafter have or exercise.

13. To timely file all required corporate filings with the Florida Secretary of State's office.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association shall inure to the benefit of any individual Member or any other person. The Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528

of the Code, other applicable provisions of the Code, federal and state law. In addition, the Board of Directors shall also have the right to exercise the powers and duties set forth in the Bylaws.

ARTICLE V – MEMBERSHIP

1. Every person or entity who is record owner of a fee or undivided fee interest in any Parcel, including Pulte Home Corporation, a Michigan corporation ("Developer"), and contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to Assessment by the Association.

2. The transfer of the membership of any Owner shall be established by the recording in the public records of Duval County of a deed or other instrument establishing a transfer of record title to any Parcels for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Parcel. It shall be the responsibility and obligation of the former and new Owner of the Parcel to provide such copy to the Association.

3. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Parcel owned by such Member.

ARTICLE VI - VOTING RIGHTS

The Association shall have two (2) classes of voting Members, as follows:

1. Class A. Class A Members shall be all Owners, with the exception of Developer while the Class B Membership exists. Class A Members shall be entitled to one vote for each Parcel owned, which may be cast by such member after Turnover (as hereinafter defined). When more than one person holds an interest in any Parcel, all such persons shall be Members; however, the vote for such Parcel shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Parcel. Notwithstanding the foregoing, if title to any Parcel is held by a husband and wife, either spouse may cast the vote for such Parcel unless and until a written voting authorization is filed with the Association. When title to a Parcel is in a corporation, partnership, association, trust, or other entity (with the exception of Developer), such entity shall be subject to the applicable rules and regulations contained in the Articles and Bylaws.

2. Class B. The Class B Member shall be Developer and shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):

a. Three (3) months after seventy-five percent (75%) of the Parcels in the Property that will ultimately be operated by the Association have been conveyed to Class A Members.

b. On or before seven (7) years from the recording of the Declaration.

c. Such earlier date as Developer, in its sole discretion, may determine in writing.

After Turnover, the Class A Members may vote for all matters properly brought before the Association and to elect the majority of the members of the Board of Directors. After Turnover, the Developer shall have one vote for each Parcel owned by Developer. For the purposes of this Article builders, contractors or others who purchase a Parcel for the purpose of constructing improvements thereon for resale shall not be deemed to be Class A Members.

ARTICLE VII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who shall be Members of the Association, provided, however, that until Turnover, the Directors need not be Members of the Association. There shall be three (3) Directors of the Association prior to Turnover. The first Board of Directors after Turnover shall include five (5) Directors, unless there are fewer than five (5) Members willing to serve on the Board of Directors, in which case the Board of Directors shall include three (3) Directors. After the first post-Turnover Board of Directors is elected, the Members may vote to increase the number of Directors on the Board of Directors to a maximum of seven (7) Directors, by amending these Articles of Incorporation in accordance with the Amendment requirements set forth in Article XII of these Articles.

The names and addresses of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

Name	Address
William Genovese	5210 Belfort Road, Suite 400 Jacksonville, Florida 32256
Rick Covell	5210 Belfort Road, Suite 400 Jacksonville, Florida 32256
Fontaine LeMaistre	5210 Belfort Road, Suite 400 Jacksonville, Florida 32256

Until Turnover, the Board of Directors shall consist of Directors appointed by the Class B Member who shall serve until the Class B Member no longer has the right to appoint any Directors.

At the first annual meeting after Turnover, the Class A Members shall elect one-third (1/3) of the Directors to be elected by the Class A Members for a term of one (1) year, one-third (1/3) of the Directors to be elected by the Class A Members for a term of two (2) years and one-third (1/3) of the Directors to be elected by the Class A Members for a term of three (3) years (should the membership of the Board of Directors not be divisible by three, then the classes of directors should be made as nearly equal as possible). Notwithstanding the foregoing, each Director elected at the turnover meeting to serve a one (1) year term shall serve until the first annual meeting following the turnover meeting; provided however that if such period shall be less than six (6) months, such directors shall serve until the second annual meeting following the turnover meeting. At each annual meeting thereafter, the Members shall elect the Directors to be elected by the Class A Members for terms of three (3) years; provided however, for so long as the Class B Member has the right to appoint the minority of the Directors or at least one Director, the Class B member shall appoint and replace such persons at its sole discretion. (After Turnover and for so long as the Class B Member owns at least five percent (5%) of the Parcels within the Property, the Class B Member may appoint the minority of the Board of Directors or not less than one (1) Director). Any vacancy on the Board of Directors which is not subject to appointment by the Class B Member shall be filled for the unexpired term of the vacated office by the remaining Directors. Notwithstanding the foregoing, any Director

designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

ARTICLE VIII - TERM OF EXISTENCE

This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

ARTICLE IX - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of each class of Members in accordance with the provisions of the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association is created, or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes. In addition, the conveyance of any portion of the Stormwater Management System, or the transfer of any maintenance obligations pertaining to the Stormwater Management System must be to an entity which would comply with Section 40C-42.027, Florida Administrative Code, and the approval of the St. Johns River Water Management District must be obtained, prior to such termination, dissolution or liquidation.

ARTICLE X - OFFICERS

Subject to the direction of the Board of Directors, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board of Directors. The names and addresses of the officers who shall serve until the first annual meeting of the Board of Directors are:

Name and Title	Address
William Genovese President	5210 Belfort Road, Suite 400 Jacksonville, Florida 32256
Rick Covell Vice President	5210 Belfort Road, Suite 400 Jacksonville, Florida 32256
Fontaine LeMaistre Secretary/Treasurer	5210 Belfort Road, Suite 400 Jacksonville, Florida 32256

ARTICLE XI- BYLAWS

The Bylaws of this Association shall be adopted by the first Board of Directors, which Bylaws may be altered, amended, modified or appealed in the manner set forth in the Bylaws.

ARTICLE XII - AMENDMENTS

The members of the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of sixty-six and two-thirds percent (66 2/3%) of the voting interests within the Property (Greenbrier at Bartram Park) or the approval of persons holding seventy-five percent (75%) of the votes at a duly noticed meeting at which a quorum is present, in person or by proxy. Provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Any amendments to these Articles that affect the rights of the St. Johns River Water Management District, shall be subject to the approval of the St. Johns River Water Management District. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

ARTICLE XIII - INDEMNIFICATION

This Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

ARTICLE XIV - FHA/VA PROVISIONS

For so long as the Class B Membership exists, the annexation of additional properties, the mortgaging of any part of the Common Property, any amendment to these Articles of Incorporation, the merger or consolidation of the Association with other property owners associations, and the dissolution of the Association shall require the prior written approval of the Federal Home Administration ("FHA") or the Veterans Administration ("VA") in accordance with the regulations of the U.S. Department of Housing and Urban Development, if the FHA or VA is the insurer of any Mortgage encumbering any Parcel within the Property.

ARTICLE XV - SUBSCRIBER

The name and address of the Subscriber of the corporation is:

William Genovese
5210 Belfort Road, Suite 400
Jacksonville, Florida 32256

[signature on following page]

The Incorporator has affixed his signature the day and year set forth below.

William Genovese
Incorporator

Dated this 10TH day of JANUARY, 2006

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CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA FLORIDA NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

Greenbrier Homeowners' Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Jacksonville, County of Duval, State of Florida, has named Sterling Fin. & Mgmt, Inc., 6320 St. Augustine Road, Suite 6B, Jacksonville, Florida 32217 as its agent to accept service of process within Florida.

GREENBRIER HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

By: William Genovese
William Genovese
Its President

Date: 1/10/06

Having been named to accept service of process for the above-stated corporation, at the place designated in the certificate, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

STERLING FIN. & MGMT, INC., a Florida corporation

By: Joe Haabsh
Print Name: Joe Haabsh
Its: Director of Operations

Date: 1-10-06

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EXHIBIT C

BYLAWS
OF
GREENBRIER HOMEOWNERS' ASSOCIATION, INC.

BYLAWS

OF

GREENBRIER HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I - NAME AND LOCATION

The name of the corporation is GREENBRIER HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 5210 Belfort Road, Suite 400, Jacksonville, Florida 32256, but meetings of Members and directors may be held at such places within Duval County, Florida, as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

All capitalized terms set forth herein, except as specifically set forth herein, shall have the same meaning and definition as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Greenbrier at Bartram Park to be recorded in the public records of Duval County, Florida, as such may be modified and supplemented from time to time ("Declaration").

ARTICLE III - MEETING OF MEMBERS

Section 1. Annual Meetings. The regular meetings of the Members shall be held on a designated day of November of each year hereafter, at the hour designated by the Board of Directors in the notice provided hereinbelow.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership. Business conducted at a special meeting is limited to the purposes described in the meeting notice.

Section 3. Notice of Meeting.

a. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting by hand delivery to each Parcel, by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association for the purpose of notice, or by electronically transmitting (to those Members who consent to receive notice by electronic transmission) a copy of such notice to the Member's electronic mailing address last appearing on the books of the Association for the purpose of notice at least fifteen (15) days but no more than ninety (90) days before such meeting, to each Member entitled to vote thereat. Said notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. If mailed, the notice shall be addressed to the Member's address last appearing in the books of the Association for the purpose of notice, or to the last address supplied by the Member to the Association.

b. Any Member may waive such notice by a writing signed by such Member, and such waiver, when filed in the records of the Association before, at or after the holding of the meeting, shall constitute notice to such Member. Attendance of a Member at a meeting, either in person or by proxy, constitutes waiver of notice and waiver of any and all objection to the place of meeting, the time of meeting, or the manner in which it has been called or convened, unless the

Member attends the meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of affairs.

Section 4. Voting. Members shall be entitled to such votes as more fully set forth in the Articles. Matters shall be deemed approved if approved by a majority of votes represented at a duly noticed meeting at which a quorum is present in person or by proxy. Decisions that require a vote of the Members must be made by the concurrence of Members holding at least a majority of the votes present in person or by proxy, represented at a meeting at which a quorum has been attained in person or by proxy.

Section 5. Quorum. The presence at the meeting of Members or proxies entitled to vote thirty percent (30%) of the votes of Membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be dated, state the date, time, and place of the meeting for which it was given and be signed by the person authorized to give the proxy. A proxy may permit the holder to appoint in writing a substitute holder. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer that ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Proxies need not be notarized.

Section 7. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted, the meeting and vote may be dispensed with if the applicable percentage of the Members who would have been required to vote upon the action if such meeting were held, shall consent in writing to such action being taken. Any such consent shall be distributed in accordance with the rules and regulations adopted by the Board of Directors and an executed copy shall be placed in the minute book.

Section 8. Order of Business. The order of business at the annual meeting of Members shall be as follows:

a. Call to order;
b. Calling of the roll and certifying proxies;
c. Proof of notice of meeting or waiver of notice;
d. Reading and disposal of unapproved minutes;
e. Election or appointment of inspectors of election;
f. Nomination and election of Board of Directors;
g. Reports;
h. Unfinished business; and
i. Adjournment.

Section 9. Adjournment. The adjournment of an annual or special meeting to a different date, time or place must be announced at that meeting before adjournment is taken or notice must be given of the new time, date or place in the same manner as notice is given for such meeting. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. Number of Directors. The affairs of the Association shall be managed by a Board of Directors. There shall be three (3) Directors of the Association prior to Turnover. The first Board of Directors after Turnover shall include five (5) Directors, unless there are fewer than five (5) Members willing to serve on the Board of Directors, in which case the Board of Directors shall include three (3) Directors. After the first post-Turnover Board of Directors is elected, the Members may vote to increase the number of Directors on the Board of Directors to a maximum of seven (7) Directors, by amending the Articles of Incorporation in accordance with the Amendment requirements set forth in Article XII of the Articles. Until the Class B Membership has terminated, the Directors need not be Members of the Association. All Directors shall be elected or appointed in accordance with the applicable provisions contained in the Articles of Incorporation of the Association and herein.

Section 2. Method of Nomination. Until Turnover (as more fully defined in the Declaration), the Board of Directors shall consist of Directors appointed by the Class B Member. After Turnover, the persons to be elected by the Class A Members shall be made by a nominating committee or from the floor by Members at the annual meeting.

Section 3. Election. After Turnover, the Members may cast one vote for each Parcel owned in respect to each vacancy. An election shall be by secret written ballot. Cumulative voting is not permitted. The election of Directors shall take place at the annual meeting and Members may vote in person at a meeting or by ballot that the Member personally casts prior to such meeting. Those persons receiving the largest number of votes shall be elected. At the first annual meeting after Turnover, the Class A Members shall elect one third (1/3) of the Directors to be elected by the Class A Members for a term of one (1) year, one third (1/3) of the Directors to be elected by the Class A Members for a term of two (2) years and one third (1/3) of the Directors to be elected by the Class A Members for a term of three (3) years (should the membership of the Board of Directors not be divisible by three, then the classes of Directors shall be made as nearly equal as possible). Notwithstanding the foregoing, each Director elected at the turnover meeting to serve a one (1) year term shall serve until the first annual meeting following the turnover meeting; provided however that if such period shall be less than six (6) months, such directors shall serve until the second annual meeting following the turnover meeting. Thereafter, all Directors to be elected by the Class A Members shall be elected for a three (3) year term, it being the intent that the terms of the Directors should be staggered. Provided however, for so long as the Class B Member has the right to appoint the minority of the Directors or at least one Director, the Class B Member shall appoint and replace such persons at its sole discretion. Any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

Section 4. Resignation and Removal. A Director may resign at any time by delivery of a written notice to the Board of Directors, its chairman or secretary. The unexcused absence of a Director from three consecutive regular meetings of the Board of Directors shall be deemed a resignation. Any Director elected by the Class A Members may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association voting at a duly noticed meeting at which a quorum is present, in person or by proxy. No director appointed by the Class B Member shall be removed except by the Class B Member. A resignation is effective when notice is delivered, unless notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. To the extent permitted by law, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 7. Failure to Fill Vacancies. If there is a failure to fill vacancies on the Board of Directors sufficient to constitute a quorum of Directors in accordance with these Bylaws, any Member may apply to the Circuit Court of Duval County, Florida, for the appointment of a receiver to manage the affairs of the Association by certified or registered mail. At least thirty (30) days before applying to the circuit court, the Member shall mail to the Association and post in a conspicuous place on the Common Property a notice describing the intended action, giving the Association thirty (30) days to fill the vacancies. If during such time the Association fails to fill a sufficient number of the vacancies so that a quorum can be assembled, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, attorney's fees and all other expenses of the receivership. The receiver has all powers and duties of a duly constituted board of directors and shall serve until the Association fills sufficient vacancies so that a quorum can be assembled.

ARTICLE V - MEETING OF DIRECTORS

Section 1. Organizational Meeting. The newly elected Board of Directors shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board of Directors, and shall be open to all Members. Except that meeting between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney client privilege may be closed to Members.

Notice of the meetings of the Directors shall be posted on the Common Property at least forty-eight (48) hours in advance, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Common Property, the notice of Board of Director meetings shall be mailed, delivered or electronically transmitted (if such Member has consented to receive notice by electronic transmission) to each Member at least seven (7) days in advance, except in an emergency. Notice of any meeting in which Assessments against Parcels are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. A meeting at which a quorum of the Directors is present shall be

deemed to be a meeting. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Members is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors when corporate action is taken is deemed to have assented unless he or she objects, at the beginning of the meeting or promptly upon his arrival, to the holding of the meeting or transacting of specified affairs at the meeting, or unless he or she votes against or abstains from the action taken.

Section 5. Voting. Directors may not vote by proxy or by secret ballot at Board of Director meetings, except that secret ballots may be used in the election of officers.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the powers of the Association as set forth in the Articles.

Section 2. Duties. It shall be the duty of the Board of Directors to perform the following:

a. Cause to be kept a complete record of all its corporate affairs, including minutes of all meetings of Members and of the Board of Directors, in a businesslike manner, and present an annual statement thereof to the Members. Minutes of all meetings of Members and the Board of Directors must be maintained for at least seven (7) years in a written form or in another form that can be converted into written form in a reasonable time and shall be available for inspection by Members or their authorized representatives and Board of Directors members, at reasonable times and for a proper purpose. A vote or abstention from voting on each matter for each Director present at a Board of Directors meeting must be recorded in the minutes.

b. Supervise all officers, agents and employees of the Association and see that their duties are properly performed.

c. Issue, or authorize its agent to issue, upon demand by any Member, a certificate setting forth whether or not any Assessment has been paid and giving evidence thereof for which a reasonable charge may be made by the Association or by its authorized agent.

d. Designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such account on behalf of the Association, and cause such persons to be bonded as the Board of Directors deems appropriate in its sole discretion.

e. Prepare the proposed annual budget, submit the same to the Membership for comments, and approve the annual budget.

f. Fix General Assessments, Special Assessments, and Parcel Assessments at an amount sufficient to meet the obligations imposed by the Declaration.

g. Annually adopt the budget and set the date or dates Assessments will be due, and decide what, if any, interest is to be applied to Assessments which remain unpaid ten (10) days after they become due.

h. Send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the Assessment or of the first installment thereof.

i. Cause the lien against any Parcel for which Assessments are not paid within thirty (30) days after the due date to be foreclosed, or cause an action at law to be brought against the Owner personally obligated to pay the same.

j. Cause the Common Property and the Stormwater Management System to be maintained in accordance with the Declaration and to assure that all permits assigned to the Association are maintained in accordance with their terms.

k. Procure and maintain adequate liability and hazard insurance on the Common Property as required by the Declaration, and such other insurance as the Board of Directors deems necessary or as may be required or permitted by the Declaration.

l. Exercise architectural review or designate a committee therefore, to review all Improvements, other than the Initial Improvements, in the manner set forth in the Declaration.

ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. Officers need not be Members of the Association.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. Voting may be by secret ballot.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for such period, have such authority, and perform such duties as the Board of Directors may determine from time to time.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may determine from time to time.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. 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 receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. After Turnover, the offices of President and Secretary may not be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

a. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all promissory notes and contracts as the Board of Directors may approve from time to time.

b. Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

c. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; maintain the minute book; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board of Directors.

d. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign any promissory notes and contracts of the Association; keep proper books of account; cause an annual review of the Association books to be made by public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board of Directors and to the membership at its regular annual meetings.

ARTICLE VIII - COMMITTEES

The Association shall appoint such committees as are provided in the Declaration and shall appoint other committees as deemed appropriate in carrying out its purpose.

Meetings of committees shall be open to Members. Members of the committees may not vote by proxy or secret ballot.

ARTICLE IX - FISCAL YEAR

The Fiscal Year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first Fiscal Year shall begin on the date of incorporation.

ARTICLE X - BUDGETS AND ASSESSMENTS

Section 1. Budgets. The Association shall prepare an annual budget. The budget shall reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available to the Member upon request with no charge.

Section 2. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association certain Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. The Assessment shall bear interest from the date of delinquency at an interest

rate equal to the highest rate allowed by law, or as otherwise determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Parcel, and interest, costs and reasonable attorney's fees of any Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Property or abandonment of his Parcel.

Section 3. Financial Reports. The Association shall prepare and annual financial report with sixty (60) days after the close of the fiscal year. The financial report shall comply with the applicable provisions of Florida Law.

ARTICLE XI - NOTICE OF TRANSFER

Prior to conveyance of any Parcel to an Owner, such Owner shall provide to the Association written notice of the party to whom the Parcel is to be conveyed together with an address for such new Owner for Association records.

ARTICLE XII - ASSOCIATION RECORDS

In accordance with the requirement of Section 720.303(4), Florida Sta tutes, the Official Records of the Association shall consist of:

Section 1. General Records.

a. A copy of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or other property which the Association is obligated to maintain, repair or replace.

b. A copy of the Bylaws of the Association and of each amendment to the Bylaws.

c. A copy of the Articles of Incorporation of the Association and of each amendment thereto.

d. A copy of the Declaration of Covenants and of each amendment thereto.

e. A copy of the current rules of the Association.

f. The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years.

g. A current roster of all Members and their mailing addresses and Parcel identifications. The Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

h. All of the Association's insurance policies, or a copy thereof, which policies must be retained for at least seven (7) years.

i. A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.

j. A copy of the disclosure summary described in Section 720.401(1), Florida Statutes.

k. All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

Section 2. Financial Records. Accounting records for the Association shall be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include, but are not limited to:

a. Accurate, itemized, and detailed records of all receipts and expenditures.

b. A current account and a periodic statement of the account for each Member of the Association, designating the name and current address of each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

c. All tax returns, financial statements and financial reports of the Association.

d. Any other records that identify, measure, record or communicate financial information.

Section 3. Inspection and Copying of Records. The foregoing official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable rules and regulations governing the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of official records.

ARTICLE XIII - AMENDMENT

Section 1. Procedure. Until Turnover, these Bylaws may be amended by the Class B Member without the consent or joinder of any Class A Member. Thereafter, these Bylaws may be amended at a regular or special meeting of the Board of Directors by a majority vote of the Directors. Amendments to these Bylaws need only be filed in the minute book, and need not be recorded in the public records of the County.

Section 2. FHA/VA Approval. For so long as the Class B Membership exists, any amendment to these Bylaws shall require the prior written approval of the Federal Home Administration ("FHA") or the Veterans Administration ("VA") in accordance with the regulations of the U.S. Department of Housing and Urban Development, if the FHA or VA is the insurer of any Mortgage encumbering any Parcel within the Property, as such terms as defined within the Declaration.

Section 3. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall prevail. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall prevail.

ARTICLE XIV – SEAL

The seal of the Association is hereby adopted in the form affixed hereto including the name of the Association, the words "Corporation Not For Profit" and the year of incorporation.

ARTICLE XV - INTERPRETATION

These Bylaws have been adopted in accordance with the provisions of Chapter 617, Florida Statutes (Corporations Not for Profit) and Chapter 720, Florida Statutes (Homeowner's Associations). To the extent that the provisions of these Chapters are amended or modified in a manner that is inconsistent herewith or that expands or clarifies any provisions hereof, the amendments or modifications of the statutes shall prevail.

The foregoing Bylaws of Greenbrier Homeowners' Association, Inc., a corporation not-for-profit under the laws of the State of Florida, were adopted at the first meeting of the Board of Directors.

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