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This Instrument Prepared By
& Requested Be Returned To:
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Lakeland, Florida 33807

**MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
MT. OLIVE SHORES NORTH II**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, is made this 1st day of February, 2005 by **ANCHOR-MOSN, LLC**, a Florida limited liability company ("A-M"), **MOSN III, LLC**, a Florida limited liability company ("III") and **ANCHOR INVESTMENT CORPORATION OF FLA.**, a Florida corporation ("Anchor") (A-M, III and Anchor are collectively referred to herein as the "Declarant") for itself and its successors, grantees, and assigns.

RECITALS

WHEREAS, Declarant owns certain real property located in Polk County, Florida, and intends to create thereon a planned mixed-use development, which may include without limitation, single-family homes, improvements consistent with the recreational vehicle lifestyle, improved pads and related recreational and other common facilities and amenities to be known as Mt. Olive Shores North II, and may be sometimes herein referred to as the Community;

WHEREAS, A-M owns certain real property located in Polk County, Florida, which property is more particularly described in **Exhibit "A"** to this Declaration ("A-M Property");

WHEREAS, III owns certain real property located in Polk County, Florida, which property is more particularly described in **Exhibit "B"** to this Declaration ("III Property");

WHEREAS, Anchor owns certain real property located in Polk County, Florida, which property is more particularly described in **Exhibit "C"** to this Declaration ("Anchor Property");

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WHEREAS, the A-M Property, III Property and Anchor Property all of which are intended to be developed as Mt. Olive Shores North II are collectively referred to herein as the "Lands," as this Declaration may be amended from time to time;

WHEREAS, to preserve, protect and enhance the values of the Lands and amenities in the Community, and the general health, safety and welfare of the residents, Declarant deems it desirable to subject the Community to certain protective covenants, conditions, and restrictions;

WHEREAS, to provide a means for meeting the purpose and intents herein set forth, Mt. Olive Shores North II Owners' Association, Inc., a Florida not for profit corporation (the "Association") has been incorporated;

WHEREAS, Declarant may, in its sole and absolute discretion, from time to time, convey, lease or grant a license or other use right to any portion of the Lands within or other property outside of the Community by deed, easement, or otherwise to the Association (which shall accept the same) for the purpose of maintenance, landscaping, drainage, recreation or other purposes for the use and benefit of the Members (hereinafter defined) and their families, tenants and guests; and

NOW, THEREFORE, the Declarant and any other person owning an interest in the Lands who consents to or joins in the making of this Declaration, hereby declares that the Lands described collectively in Exhibit "A," Exhibit "B" and Exhibit "C" hereto, as such descriptions may be amended from time to time, are and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the Lands and be binding on all parties having any right, title or interest in the Lands or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner (hereinafter defined) thereof. Additional real property may be added to the Lands, by Declarant in its sole and absolute discretion, by an amendment to this Declaration, including without limitation, an amendment to Exhibit "A," Exhibit "B" or Exhibit "C" hereto, consented to or joined in only by the Declarant and all persons having a record ownership interest in the property being added. The express intent of Declarant is to add additional real property in its sole and absolute discretion to the Lands by an amendment to this Declaration; however, Developer shall be under no obligation to do so. The additional real property may include, by way of example but without limitation, additional Lots (hereinafter defined), amenities, recreational vehicle and boat storage, storage barns, and other items necessary in the sole and absolute discretion of the Developer. Nothing herein contained, and no violation of these covenants, conditions and restrictions shall invalidate or impair the lien of any mortgage or deed of trust given in good faith and for value. Further, the express intent of Declarant is that substantive contract rights created hereunder shall not be retroactively affected by any local, state, or federal legislation enacted subsequent to the recording of this Declaration.

1. **DEFINITIONS.** The following definitions shall apply to the terms used in this Declaration and its recorded exhibits.
- 1.1 **“Architectural Review Committee” or “ARC”** means the Architectural Review Committee as established and empowered in Section 6 of this Declaration.
- 1.2 **“Assessment” or “Assessments”** means a share of the funds required for the payment of the expenses of the Association which from time to time are assessed against the Members, including without limitation annual assessments and special assessments, as authorized by Section 9 of this Declaration.
- 1.3 **“Association”** means Mt. Olive Shores North II Owners’ Association, Inc., a Florida not for profit corporation, which has its principal place of business in Polk County, Florida, and its successors and assigns.
- 1.4 **“Board of Directors”** means the Board of Directors of the Association.
- 1.5 **“Common Areas”** means any and all real property and improvements thereon depicted and designated on any plat of the Community by Declarant as “Common Areas” or words of similar import or designated as such in a recorded amendment to this Declaration. As of the date of recording of this Declaration, the Common Areas are owned by Declarant. It is anticipated that the Common Areas will be subsequently owned by, or will be leased to, or dedicated to the Association for the use and benefit of some or all of its Members.
- 1.6 **“Community”** means all real property comprising Mt. Olive Shores North II now or in the future.
- 1.7 **“Conservation Area”** means the wetland preserve areas and the upland preserve areas within the Community, if any. At the time of recording this Declaration, any Conservation Area is owned by Declarant. At the discretion of Declarant, any Conservation Area shall be granted or dedicated to the Association.
- 1.8 **“County”** means Polk County, Florida.
- 1.9 **“Declarant”** means A-M, III and Anchor, collectively. The Declarant shall continue to be the Declarant until all Lots in the Community have been sold to Owners who are not a successor Developer. So long as A-M, III or Anchor own any of the Lands or Lots, A-M, III and Anchor shall all be the Declarant (by way of example, but without limitation, if at some

time in the future only A-M owns any of the Lands or Lots, A-M, III and Anchor shall all continue to be the Declarant).

- 1.10 **“Developer”** means Declarant, or any other developer to which the Declarant specifically assigns all or a portion of the rights it may have under this Declaration to develop part or all of the Community. The Declarant is initially the Developer. The Declarant shall continue to be the Developer until all Lots in the Community have been sold to Owners who are not a successor Developer. So long as A-M, III or Anchor own any of the Lands or Lots, A-M, III and Anchor shall all be the Developer (by way of example, but without limitation, if at some time in the future only A-M owns any of the Lands or Lots, A-M, III and Anchor shall all continue to be the Developer).
- 1.11 **“Family”** means one (1) adult natural person occupying a Living Unit meeting the requirements set forth in Section 17 hereof and, that person’s spouse, if any.
- 1.12 **“Governing Documents”** means this Declaration, and the Articles of Incorporation, and Bylaws of the Association, as amended from time to time. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as listed in this Section 1.12.
- 1.13 **“Guest”** means any person who is physically present in, or occupies a Living Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.
- 1.14 **“Institutional Mortgagee”** means:
- (A) a lending institution having a first mortgage lien upon a Lot, Parcel or Tract, including any of the following institutions: a Federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company; or
 - (B) a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing or insuring residential mortgage loan (including without limitation the Federal National Mortgage Association), Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and which holds, guarantees or insures a first mortgage upon a Lot or Living Unit; or

- (C) the Developer, and any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Developer to acquire, develop, or construct improvements upon the Community and who have a mortgage lien on all or a portion of the Community securing such loan. An "Institutional Mortgage" is a mortgage held by an Institutional Mortgagee encumbering a Lot or Living Unit.
- 1.15 **"Lands"** means the land described in **Exhibit "A," Exhibit "B" and Exhibit "C"** to this Declaration, as it may be amended from time to time.
- 1.16 **"Lease"** when used in connection with a Living Unit, means the grant by the Owner of the Living Unit of a temporary right of use of the Living Unit for valuable consideration.
- 1.17 **"Living Unit" or "Unit"** means any residential structure, including a single family detached or attached dwelling unit or a RV Residence (as defined in Section 5.22.1 hereof and permitted pursuant to this Declaration) located upon a Lot and intended for occupancy by one (1) family or household. If a Living Unit is a free-standing or attached single family home, villa or a RV Residence, the use of the term "Living Unit" or "Unit" shall be interpreted as if the term was followed immediately by the words "and the Lot on which it is located."
- 1.18 **"Lot"** means one (1) or more of the platted portions of land into which the Community has been subdivided, upon each of which a single Living Unit has been or is intended to be constructed or located. Unless the context clearly requires a different interpretation, the term "Lot" shall be interpreted as if it were followed by the words "and the Living Unit constructed thereon or located thereon."
- 1.19 **"Member"** means any or all of those persons who are entitled to membership in the Association, as provided in the Governing Documents.
- 1.20 **"Mt. Olive Shores North II"** is the name of the Community; however, the Community may also be referred to and marketed by Developer as Mt. Olive Shores North, if Developer so desires in its sole and absolute discretion.
- 1.21 **"Occupant"** is one who occupies a Living Unit. When used in connection with a Living Unit, "Occupy" means the act of being physically present in the Living Unit, including staying overnight.
- 1.22 **"Owner"** means the record owner of legal title to any Lot, Living Unit, Tract or Parcel.
- 1.23 **"Parcel"** means any and all unplatted portions of the Community.

1.24 “Service Assessment” means a charge against one (1) or more Lots or Living Units for any service, material or combination thereof which may be provided by the Association for the use and benefit of the Owner(s) on a voluntary basis, such as contracting in bulk for repairs, services, materials or maintenance. The amount paid or incurred by the Association on behalf of the Owners accepting or receiving such material or service shall be a service assessment against the Lots or Living Units so benefitted. An Owner is deemed to have agreed to such assessment by the act of subscribing to, requesting, or accepting the material or service.

1.25 “Structure” means something built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words “or part thereof.” The term includes, without limitation, all Living Units, swimming pools, spas, fences, flagpoles, antennas, basketball backboards, play equipment, and storage sheds.

1.26 “Surface Water Management System Facilities” means without limitation, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. In connection with the Surface Water Management System Facilities, “District” shall mean the Southwest Florida Water Management District.

1.27 “Tract” means any and all platted portions of the Community other than the Lots.

1.28 “Turnover Date” means the time at which any of the events set forth in Section 4.1(B) of this Declaration occurs first.

2. GENERAL DEVELOPMENT PLAN. It is contemplated that the Community will be developed in phases. The primary development objective is the construction and development of single family dwelling units and improvements consistent with RV Residences. Notwithstanding the foregoing, the Declarant has the right in its sole and unbridled discretion, but not the obligation, to further expand the Community by adding additional land (including without limitation, additional real property to the Lands), or Units, or Lots, or recreational amenities or memberships.

2.1 Renderings, Plans and Models. From time to time, Declarant and others may present to the public certain renderings, plans and models showing possible future development of the Community. Declarant does not warrant in any way the concepts in these renderings, plans or models or how the future improvements in the Community will actually be developed.

Any such renderings, plans or models are primarily schematic and in no way represent a guaranteed final development plan.

2.2 **Quiet Enjoyment.** Because of its size, the development of the Community will span a number of years. Incident to the development process, the quiet enjoyment of the Community will be unavoidably interfered with to some extent by construction operations.

3. **THE ASSOCIATION'S PURPOSES AND POWERS.** One purpose of the Association is to hold title to, operate and maintain the Common Areas of the Community. The Association's primary purposes are to enforce restrictive covenants applicable to the Community, to provide architectural and aesthetic control, and to take such other action(s) as the Association is authorized or required to take with regard to the Community pursuant to the Governing Documents. The Association shall operate, insure, maintain and repair all property and related improvements conveyed to the Association by Declarant as Common Areas.

3.1 **Common Areas.** The Association shall operate, maintain and, if and when deemed by the Developer (as consented to or joined in by any other person or entity having a record ownership), hold record title to the Common Areas. The Association shall be required to take the Common Areas. Directors may promulgate reasonable rules and regulations regarding the use of the Common Areas consistent with the Governing Documents. Use of the Common Areas shall be available to all Members and their invitees, guests, family members and tenants, subject to any rules and regulations and the Governing Documents. Use of the Common Areas, including without limitation, the Community Facilities (as defined in Section 5.30 hereof) shall also be available to all Subdivision Owners (as defined in Section 5.30 hereof) and their invitees, guests, family members and tenants, subject to any rules and regulations and the Governing Documents. The costs of operating, maintaining, repairing, insuring and protecting the Common Areas and the improvements and facilities located thereon or connected therewith shall be assessed equally against all Lots and Living Units in accordance with Section 9 hereof.

3.2 **Manager and Contracts.** The Association may contract, employ and pay for the services of an entity or person to assist in managing its affairs and carrying out its responsibilities, and may employ other personnel as the Association shall determine to be necessary or desirable, including without limitation, the Association may contract with and employ a contractor to perform lawn maintenance services for the Lots, Living Units and Common Areas.

3.3 **Personal Property.** The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

- 3.4 **Insurance.** The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary and as required in Section 12 below. The Association additionally shall cause all persons with access to Association funds to be insured or bonded with adequate fidelity insurance or bonds, as may be deemed appropriate and as may be required by Florida law .
- 3.5 **Express and Implied Powers.** The Association may exercise any right, power or privilege given to it expressly by the Governing Documents or by the law in effect at the time this Declaration is recorded, as such law may be amended from time to time, and every other right, power or privilege reasonably inferable therefrom.
- 3.6 **Acts of the Association.** Unless the approval or affirmative vote of the Members is specifically made necessary by some provision of applicable law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Members. The officers and Board of Directors of the Association have a fiduciary relationship to the Members. A Member does not have the authority to act for the Association by reason of being a Member.
- 3.7 **Member Approval of Certain Litigation.** Notwithstanding any other provisions of the Governing Documents, the Board of Directors shall be required to obtain the prior approval of at least two-thirds (2/3) of all classes of the voting interests of the Association prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Association for the purpose of commencing any lawsuit, other than for the following purposes:
- (A) the collection of Assessments;
 - (B) the collection of other charges which Members are obligated to pay;
 - (C) the enforcement of the Governing Documents;
 - (D) in an emergency, when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association or its Members; or
 - (E) filing a compulsory counterclaim.
- 3.8 **Articles of Incorporation.** The Articles of Incorporation of the Association shall be the Articles of Incorporation attached hereto as **Exhibit "D,"** as they may be amended from time to time.

- 3.9 **Bylaws.** The Bylaws of the Association shall be the Bylaws attached hereto as **Exhibit "E,"** as they may be amended from time to time.
- 3.10 **Official Records.** The official records of the Association shall be maintained within the State of Florida and in accordance with the law in effect at the time this Declaration is recorded, as such law may be amended from time to time. The requirement for maintenance and inspection of the official records of the Association may be complied with by having a copy of the official records available for inspection or copying within the Community. The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to Members and prospective members, and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.
- 3.11 **Treated Effluent.** The Developer or Association may negotiate an agreement with any effluent supplier for the use of treated sewage effluent within the Community for irrigation purposes throughout the Community, including all Common Areas, Lots and Units. The Association (or an entity or organization with which the Association contracts) would be responsible for providing all on-site piping and pumping facilities from the point of delivery to the Community and negotiate with the effluent supplier to provide full or partial on-site storage facilities, as may be required by the Florida Department of Environmental Protection ("FDEP") and other governmental agencies consistent with the volume of treated wastewater to be utilized. All Owners within the Community, by the act of purchasing, are deemed to have irrevocably consented to the irrigation of the Common Areas and Lots with treated effluent, provided that the effluent emanates from an approved treatment plant with a current operating permit from FDEP, or other such agency with jurisdiction. The cost of such treated effluent and all administrative, operational, maintenance and support costs related to it, are expenses of the Association but will be assessed to all the Lands by the Association.
4. **ASSOCIATION MEMBERSHIP VOTING RIGHTS.** Every Owner of record legal title to a Lot or Living Unit within the Community shall be a Member of the Association as further described in Section 4.1 below. The Declarant shall hold Declarant membership as provided for in Section 4.1(B) below. Membership is appurtenant to, and may not be separated from ownership of a Lot or Living Unit. The rights, powers, duties and privileges of Members shall be as set forth in this Declaration, and in the Articles of Incorporation and Bylaws of the Association.

4.1 **Classes of Membership.** Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Association will initially have two (2) classes of voting membership, as follows:

- (A) Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners of each Lot shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Any Member who is delinquent in the payment of any charges, Assessments or otherwise, duly levied by the Association against the Lot shall not be entitled to vote until all such charges together with any penalties as the Board of Directors of the Association may impose have been paid. Class A Members shall be obligated to timely pay all charges and annual dues in the amount established by the Board of Directors. A membership shall not be transferable other than through the sale, lease or conveyance of the record legal title to the Lot or Living Unit to which it is appurtenant.
- (B) Class B Members shall consist of the Declarant and its successors and assigns and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier ("Turnover Date"):
 - (a) at such time as Declarant has sold one hundred percent (100%) of the Lots in the Community to Owners who are not a successor Developer; or
 - (b) when Declarant, in its sole and absolute discretion, so determines.

Upon the earliest to occur of (a) or (b) in this Section 4.1(B), Declarant shall record an instrument in the public records of the County, which expresses that the Class B membership has ceased and shall be converted to Class A membership.

Notwithstanding the foregoing and anything to the contrary contained herein, Declarant shall be entitled to elect all of the members of the Board of Directors of the Association until three (3) months after ninety percent (90%) of the Lots in the Community have been conveyed to Owners other than a successor Developer. Upon the occurrence of the date set forth in the immediately preceding sentence, Members other than the Declarant shall be entitled to elect at least a majority of the members of the Board of Directors of the Association; however Developer shall have the right, but not the obligation, to appoint at least one (1) member of

the Board of Directors (so long as Developer holds for sale in the ordinary course business at least five percent (5%) of the Lots in the Community).

All of the Declarant's other rights and privileges as the Declarant, as set forth elsewhere in this Declaration or in the Bylaws or the Articles of Incorporation, shall continue as long as the Declarant holds any property within the Community for sale in the ordinary course of business. If the Declarant conveys undeveloped property within the Community to a successor Developer, the Declarant may assign its Declarant membership and/or some or all of its voting rights and privileges to the successor Developer.

4.2 Association Rights and Easements. Members in good standing have the non-exclusive right to use the Common Areas, subject to:

- (A) The right of the Association, by and through its Board of Directors, to adopt the annual budget and to determine the Assessments to be paid by Members;
- (B) The right of the Association, by and through its Board of Directors, to charge any admission, use, or other fees for any Common Areas, as the Board may deem appropriate. The fees may be higher for non-owners than for Owners;
- (C) The right of the Association, by and through its Board of Directors, to suspend a Member's right to use Common Areas, for the period during which any assessment or charge against the Member's Lot or Living Unit remains unpaid and past due;
- (D) The right of the Association, by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas, to any governmental agency, public authority, or utility;
- (E) The right of the Association, by and through its Board of Directors, to grant easements over, across or through the Common Areas;
- (F) The right of the Association, by and through its Board of Directors, to open the Common Areas, for use by non-members of the Association, or non-owners;
- (G) The right of the Association, by and through its Board of Directors, with the prior assent of a majority of the voting interests of the Association, to borrow money for the purpose of improving the Common Areas, and in aid thereof, to mortgage Common Areas;

- (H) The right of the Association, by and through its Board of Directors, to close or restrict access to the Common Areas, for limited periods of time to conduct special events, including those intended primarily to benefit the Developer or its sales efforts;
- (I) The provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association; and any rules and regulations governing use and enjoyment of the Common Areas, adopted by the Association;
- (J) The right of the Association to dedicate or transfer ownership or control of all or any part of the Common Areas, if any, to a governmental agency, public authority, or utility.

So long as there is a Declarant Member, any and all rights of Members, and any all restrictions, limitations, conditions and rules and regulations that a Member shall be subject to, shall not be amended without the prior written consent of the Declarant, which consent shall be in Declarant's sole and absolute discretion. In the event the Declarant conveys or transfers the Common Areas to the Association while Declarant still owns one or more Lots in the Community, Declarant hereby reserves an easement over, across, through and under the Common Areas for purposes including without limitation, ingress and egress and for other purposes incidental to the development of the Community. The easement reserved in this paragraph shall be effective whether or not shown on any plat of the Community.

4.3 Delegation of Use Rights In Common Areas. Guests accompanied by a Member shall have the right to use the Common Areas, but only to the extent provided in the Bylaws and any rules and regulations promulgated by the Association, and subject to the conditions, limitations and restrictions as may be stated in the Bylaws or such rules and regulation. The immediately preceding sentence shall also be applicable to guests of Subdivision Owners. A fee may be imposed for such usage delegation, not necessarily limited by or related to the cost of processing the delegation. Each Member shall be financially and legally responsible to the Association for the actions and debts to the Association of any person to whom the Member has delegated his right to use the Common Areas. The Member may not delegate the obligation to pay Association Assessments. Upon the lease of a Lot or Living Unit to which a membership is appurtenant, the lessor may retain the right to use the membership, in which case the tenant shall have no such rights. If a Member delegates his privileges to a tenant residing in his Living Unit, the Member shall not be entitled to use of the facilities during the period of the delegation.

4.4 **Separation of Ownership.** The Ownership of a Lot, and the Ownership of the Living Unit constructed thereon, may not be separated or separately conveyed, nor may any person who does not own record legal title to at least one (1) Lot, Living Unit, Tract or Parcel hold membership in the Association.

5. **GENERAL COVENANTS AND USE RESTRICTIONS.** The Community may be used for those purposes provided in any ordinances, governmental plans, land development regulations, development orders and development permits applicable thereto, as modified from time to time. Declarant reserves the right and the power to assign and reassign various lands uses within the Community in accordance with any variations from, modifications to, or amendments of any other governmental plans, land development regulations, development orders and development permits applicable to the Community.

5.1 **Subdivision and Regulation of Land.** No Lot or Living Unit may be divided or subdivided without the express written consent of the Declarant. However, notwithstanding the foregoing or anything to the contrary contained herein, an Owner may combine Lots, subject to the prior express written consent of the Declarant and compliance with all applicable ordinances, laws or regulations pertaining to the development of the Community. No Owner shall initiate, undertake or attempt to inaugurate or implement any variation from, modification to, or amendment to any governmental plans, land development regulation, development orders or development permits applicable to the Community, or to any Lot, Tract or Parcel, without the prior written approval of Declarant, which approval may be denied at the sole discretion of Declarant. Nothing herein is intended to prohibit judicial partition of a Lot or Living Unit owned by two (2) or more persons.

5.2.1 **Surface Water Management System Facilities.**

(a) No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. If the project (Community) includes a wetland mitigation area (as defined in the District rules), or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by District in the environmental resource permit pertaining to the Community ("Environmental Resource Permit") may be conducted without specific written approval from the District.

(b) The Association is responsible for operation and maintenance of the Surface Water Management System Facilities. Operation and maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

(c) The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

(d) If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as allowed by and pursuant to applicable law.

(e) If there is on-site wetland mitigation (as defined in the District rules) which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

(f) The Surface Water Management System Facilities are located on land that is designated common property on the plat(s) of the Community, are located on land that is owned by the Association, or are located on land that is subject to an easement in favor of the Association and its successors.

5.2.2 Lakes and Water Retention Ponds.

(a) Except as set forth in this Section 5.2.2, no structure of any kind (including docks) shall be constructed or erected in or on, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in, any portion of any water management area including, but not limited to lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the Declarant, except that the Declarant may without any Owner's consent place docks and/or marinas on such lands. Owners of lakefront Lots (which are those Lots identified or depicted as "lakefront lots" or by words of similar import on a plat of the Community or in a recorded amendment to this Declaration) may construct docks so long as Owners

comply with the following requirements: (i) Owners must obtain the prior written permission of Declarant, which shall be in Declarant's sole and absolute discretion; (ii) Owners, at their expense, shall be responsible for obtaining the proper, necessary and applicable permitting to allow for the construction of the dock; and (iii) Owners shall be required to use Declarant or its affiliates, including without limitation, Mastercraft Homes, LLC, a Florida limited liability company ("Mastercraft") to construct any dock. No dock shall be constructed other than by Declarant or Mastercraft. All Owners (other than Declarant) in the Community, by taking title to a Lot (including without limitation, a "lakefront lot"), are deemed to have irrevocably consented and agreed to be bound by this Section 5.2.2 (a).

(b) No Owner or other person shall unreasonably deny or prevent access to water management areas for maintenance, repair or landscaping purposes by Declarant, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

(c) No Lot, Tract or Parcel shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person other than Declarant (and the Association following the Turnover Date) shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Declarant prior to the Turnover Date. No person other than the Declarant may draw water for irrigation or other purposes from any lake, pond or other water management area.

(d) The Conservation Areas, if any, will be the ultimate responsibility of the Association.

NO PERSON OTHER THAN THE ASSOCIATION (SUBJECT TO AUTHORIZATION BY DECLARANT PRIOR TO THE TURNOVER DATE, IF NECESSARY) MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

(e) Nothing in this Section 5.2.2 shall be construed to allow any person to construct any new water management facility, or to alter the Surface Water Management System Facilities or Conservation Areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including the District.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS, WHICH ARE

PROTECTED UNDER APPLICABLE ENVIRONMENTAL PERMITS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE ENVIRONMENTAL PERMIT OR GOVERNMENTAL REGULATIONS, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING WITHOUT LIMITATION MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE DECLARANT OR THE ASSOCIATION SHALL INSTALL AND MAINTAIN AS NECESSARY, SIGNAGE REQUIRED BY ANY ENVIRONMENTAL PERMIT.

- 5.3 Conservation Areas.** The Association shall be responsible for the maintenance and regulatory compliance of all Conservation Areas in the Community, regardless of where located, in accordance with rules, regulations and permitting requirements set forth by the County and other permitting agencies, including the District. No person shall undertake or perform any activity in Conservation Areas described in the approved permits or plats of the Community, or remove native vegetation that becomes established within the Conservation Areas. Prohibited activities within Conservation Areas include the removal of native vegetation, excavation, placement or dumping of soil, trash or land clearing debris, and construction or maintenance of any building, Unit or other structure. "Removal of native vegetation" includes dredging, application of herbicides, and cutting.
- 5.4 Open Space.** Any land subjected to this Declaration and designated as open space, landscape buffer, preserve area, Conservation Area or words of similar import on any plat, declaration of covenants and restrictions, site plan, permit or other document shall be preserved and maintained by the owner of such land as open space. If such land or an easement over such land has been conveyed or dedicated to the Association, the Association shall preserve and maintain such land. No development may occur on such land except structures or improvements which promote the use and enjoyment of the land for open space purposes.
- 5.5 Lawns, Landscaping, Irrigation Systems.** Except for designated Conservation Areas, buffer zones, open space or similar areas, all areas not covered by Structures, walkways or paved parking facilities shall be maintained by their Owners as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. Certain areas as determined by the Developer shall remain in a natural or unimproved state. All lawns and landscaping shall be completed at the time of completion of the Structures as evidenced by the issuance of a Certificate of Occupancy by the

appropriate governmental agency, and shall thereafter be kept in good condition by the Owner. Lawns must be regularly cut and mulched areas regularly re-mulched. The irrigation lines to each Lot line shall be the responsibility of the Association, upon transfer to the Association, and to the extent the irrigation lines are not dedicated to any governmental body or entity by Developer. The components of the irrigation system on each Lot, including but not limited to the tap into the main line, timers, switching devices and heads shall be the responsibility of the Lot Owner. The Developer until the Developer owns no Lots in the Community, and the Association thereafter, shall have the right, at its sole discretion to adopt a schedule of irrigation times and duration of irrigation, subject to the direction of the District.

- 5.6 Maintenance of Premises.** Except for Conservation Areas and other areas designated by the Developer to remain in a natural state, no high weeds, underbrush, high grass or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse or waste shall be allowed to be placed or suffered to remain upon any Lot, except that while Developer or its affiliates are constructing improvements within the Community, the foregoing shall not be applicable except as to Lots sold to Owners other than a successor Developer. If an Owner permits such weeds, high grass, underbrush or other unsightly growths, and fails to correct same after five (5) days notice by the Association, the Association shall have the right to enter upon the premises and make such corrections and shall charge the Owner for the cost of the corrections. Said charge, until paid, shall be a lien against the offending Lot. All lawns, landscaping and sprinkler systems and all structures, improvements and appurtenances shall at all times be kept in safe, and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition. The Association will maintain all utility lines and roadways, which are not dedicated to any governmental body or entity, within the Community to the extent necessary to maximize their useful life.
- 5.7 Sidewalks.** Declarant may construct sidewalks in various locations within the Community for pedestrian traffic in its sole and absolute discretion.
- 5.8 Litter.** In order to preserve the beauty of the Community, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept within the Community except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Declarant, or in proper-sized, closed plastic bags for curbside pickup as required. All containers, dumpsters and other garbage collection facilities shall be screened from view, kept in a clean condition, and without noxious or offensive odors emanating. Notwithstanding the two (2) immediately preceding sentences, while Developer or its affiliates are constructing improvements within the Community, this Section 5.8 shall not be applicable except as to

Lots sold to Owners other than a successor Developer.

- 5.9 **Walls, Fences, Hedges, etc.** Unless approved in writing by Declarant, which approval shall be in Declarant's sole and absolute discretion, no wall, fence, hedge, or other divider shall be constructed or maintained above the ground level of any adjoining Lot. No wall, fence, or hedge shall be constructed on any Lot unless its height, length, type, design, composition, material and location shall have first been approved in writing by the Declarant, and subsequently the Association following the Turnover Date. Height shall be measured from the finished grade of adjoining developed property. Any dispute as to height, length, type, design, composition or material shall be resolved by the Declarant, whose decision shall be final. Approval may not be given for the construction of any wall, fence or hedge which materially interferes with the water view of any Lot or Living Unit.
- 5.10 **Driveways and Parking Areas.** Driveways and parking areas must be paved with concrete, paver blocks, or other hard surfaces approved by Declarant. Maintenance and repair of all roadways, parking and other paved parking facilities owned by the Association shall be the responsibility of the Association. Driveways must be kept clean and free from excessive oil, rust or other unsightly stains.
- 5.11 **Color.** No exterior colors on any Structure shall be permitted that, in the judgment of the Declarant, would be inharmonious, discordant or incongruous with the Community. The initial exterior color and design of Structures shall be as approved by Declarant.
- 5.12 **Underground Utilities.** No lines or wires for communication or the transmission of current shall be constructed, or placed, or permitted to be placed within the Common Areas unless the same shall be protected cables; all such lines or wires which are not located in buildings shall be constructed or placed and maintained underground, unless otherwise approved in writing by Declarant. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained above the surface of the ground, except hoses and movable pipes used for irrigation purposes.
- 5.13 **Water Supply; Wells; Water Rights.** Each Living Unit may be equipped with dual water lines, one of which shall be designated to utilize non-potable water in the sole and absolute discretion of the Declarant. A Lot Owner may be required to use non-potable water for irrigation purposes if required by the laws or regulations of any governmental entity or agency or Declarant. All underground irrigation systems, if required by the laws or regulations of any governmental entity or agency to use non-potable water, must be connected to the non-potable water line and all outside spigots must be connected to the non-potable water line. Each Owner shall be required to connect the water lines on his

Lot to the lines of the utility provider(s) providing potable water service to the Community. No Owner may install or operate a private well. The Declarant, and its heirs, successors or assigns shall have the exclusive right to develop and utilize the ground and surface water resources of the Lands for any legal purpose, including the transport and use of such waters beyond the Lands, and the conveyance of any Lot or Living Unit by Declarant does not include the right to develop or utilize any ground water or sub-surface water resources within such Lot or Living Unit.

5.14 Temporary Factory-Built or Existing Structures. No structure of any kind of what is commonly known as "factory-built", "modular", or "mobile home" type construction shall be erected without the prior written permission of Declarant, which permission shall be in Declarant's sole and absolute discretion. No tent, trailer or temporary structure other than those used by Declarant for construction and sales activities shall be permitted unless its size, appearance and temporary location on a Lot have first been approved by the Declarant.

5.15 Antennas and Flagpoles; Display of Flags. No outside television, radio, or other electronic towers, aeriels, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or Tract or upon any improvements thereon, unless expressly approved in writing by the Declarant except that this prohibition shall not apply to those antennae specifically covered by the federal Telecommunications Act of 1996, as amended from time to time. The Developer, until it owns no Lot in the Community and then the Association, shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. No tower type antenna is permissible. The Developer, until it owns no Lots in the Community and then the Association, may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the Living Unit and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. In accordance with the laws of Florida and notwithstanding anything to the contrary contained herein, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4 ½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. The rights of Owners to display flags, such as those rights set forth in the

immediately preceding sentence, shall be subject to and in accordance with the laws of the State of Florida as they exist on the date of recording of this Declaration or as they may subsequently be amended from time to time without the necessity of further amendment to this Declaration. An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment. This Section 5.15 shall not apply to the Declarant.

- 5.16 Outdoor Equipment.** All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool and spa equipment and housing and sprinkler pumps and other such outdoor equipment must be underground, or placed in areas not readily visible from adjacent streets, or adequate landscaping must be used as screening around these facilities and maintained by the Owner.
- 5.17 Clothes Drying Area.** No outdoor clothes drying area shall be allowed unless its location and design are approved in writing by the Association.
- 5.18 Lighting.** All exterior lighting of structures or landscaping shall be accomplished in accordance with plans approved in writing by Declarant. Except as may be initially installed or approved by Declarant, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon, or upon any Common Areas or any part thereof, without the approval of the Association. Other types of low intensity lighting, including normal and customary Christmas or other holiday decorations, which do not unreasonably disturb other Owners or occupants of the Community, shall be allowed.
- 5.19 Air Conditioners and Heating Units.** Wall or window air conditioning or heating units are not permitted. Notwithstanding the foregoing, RV Residences may have factory installed air conditioning or heating units on the roof of the RV Residences.
- 5.20 Solar Collectors; Roof Vents.** Solar collectors, roof vents and other installations on the roofs of Structures are prohibited, except as may be permitted by Florida law. Notwithstanding the foregoing, initially the Declarant, and subsequently the Association and Architectural Review Committee, in order to promote and preserve the architectural uniformity and the aesthetic appearance of the Community shall have the right pursuant to Florida law to determine the specific location where solar collectors, roof vents and other installations may be installed on the roofs of Structures provided that such determination

does not impair the effective operation of the solar collectors, roof vents, and other installations on the roofs of Structures.

5.21 Signs. No signs, banners, billboards or advertisements of any kind, including without limitation, those of realtors, politicians, contractors or subcontractors, shall be erected or displayed anywhere within the Community, including in windows of Living Units, including RV Residences, and on motor vehicles, except that the Declarant or a realtor chosen by Declarant in its sole and absolute discretion shall have the right to erect signs as it, in its discretion, deem appropriate. If any sign is erected in violation of this provision, the Declarant or the Association shall have the right to enter the property on which the sign is located and remove it, as well as levy a fine of One Hundred and No/100 Dollars (\$100.00) per day for each day's violation and suspend the violator's use privileges of the Common Areas. Said action to enter one's property and remove the sign, if necessary, shall be deemed expressly permitted by the Owner of the property on which the sign is located. The foregoing shall not apply to signs, banners, flags, billboards or advertisements used or erected by Declarant, nor to entry and directional signs installed by Declarant, and signs required by law.

5.22 Trucks, Commercial Vehicles, Recreational Vehicles, Motor Homes, Mobile Homes, Boats, Campers, Trailers and Other Vehicles.

- (A) No commercial vehicle of any kind shall be parked in the Community except for construction or service vehicles temporarily present on business.
- (B) No boats, boat or utility trailers, semi-tractor trailers, house trailers of any kind, campers (pop-ups or otherwise), motor homes, recreational vehicles (except RV Residences as permitted herein), buses, truck campers, disabled vehicles, inoperative vehicles, unlicensed vehicles, or vehicles in disrepair or showing rust or needing paint, may be parked or kept in the Community unless kept fully enclosed inside a Structure ("Restricted Vehicles"). For purposes of this paragraph only, an open carport shall not be deemed a Structure. Campers, buses, motor homes, recreational vehicles (other than RV Residences), truck campers, and the like are permitted to be parked in the Community temporarily for loading and unloading purposes only and in no event shall any vehicle be parked in any street other than on a temporary basis. Vehicles that are not Restricted Vehicles may be parked in the driveway of a Living Unit but such practice is discouraged because of the resulting aesthetic diminution of the Community. Developer until it owns no Lots in the Community, and thereafter the Association, reserves the right to enact rules that would prohibit the parking of any vehicle in a Living Unit's driveway

other than on a temporary basis. Notwithstanding the foregoing, Developer in its sole and absolute discretion, may but is not obligated to: (1) designate a portion of the Community wherein homes will be constructed with a parking garage in which a motor home or recreational vehicle (which is not a RV Residence) may be parked; and (2) promulgate rules without amending this Declaration which would permit parking on driveways of Living Units by vehicles owned by guests of an Owner. The rights of Developer set forth in the immediately preceding sentence shall exist for so long as Developer owns any Lots in the Community and thereafter the Board of Directors may promulgate such rules. The Developer may in its sole and absolute discretion later amend this Declaration to reflect the Lot numbers where the type of parking garage and motor home or recreational vehicle parking described in (1) above is permitted. Motorcycles with appropriate noise arresting systems are allowed in the Community, however such motorcycles may be driven only for purposes of ingress and egress from outside the Community directly to the Living Unit and from the Living Unit to a location outside the Community. No work on any vehicle shall be permitted within the Community except in an enclosed Structure.

- (C) No motor vehicle shall be parked anywhere other than on paved or other areas designated for that purpose, or in garages. Parking on lawns or landscaped areas is prohibited.
- (D) No motor vehicle shall be used as a domicile or residence, either permanent or temporary, other than a RV Residence as a residence as permitted and contemplated herein.
- (E) Paragraphs (A) through (D) shall not be deemed to prohibit any temporary facility permitted by Section 5.14 above.
- (F) Any vehicles parked in violation of this Section 5.22 shall be subject to being towed away at the owner's expense.

5.22.1 Recreational Vehicles. Notwithstanding anything to the contrary contained herein, the Community is contemplated and anticipated to include improvements consistent with the recreational vehicle lifestyle. As such, an Owner shall have the right to place a Class A recreational vehicle (as defined by the Recreational Vehicle Industry Association) upon an improved Lot, which improvements shall include but not be limited to a concrete/paver pad and all necessary and customary utilities so that the Lot is physically habitable and usable for Owner's intended purpose of placing Owner's Class A recreational vehicle thereon for use as Owner's residence ("RV Residence"). A RV Residence together with the improved Lot upon which it is placed shall be deemed a Living Unit. The Developer,

so long as it owns any Lots in the Community, shall have the right in its sole and absolute discretion to determine at or prior to the sale of a particular Lot what Lots can be utilized for a RV Residence and Developer may restrict by deed or an amendment to this Declaration that Lot(s) as a RV Residence forever. In order to preserve and promote the aesthetic appearance of the Community, each RV Residence and any and all improvements constructed in connection therewith shall be kept in a good state of repair and maintenance without showing rust or needing paint. All pads upon which a RV Residence is located must be kept clean and free from excessive oil, rust or other unsightly stains.

5.22.2 Use of Lots. Any waterfront Lots (specifically those Lots located on a lake or a pond) which are identified as "waterfront lots" or by words of similar import or depicted as such on any site plan (utilized by the Developer in its sales and marketing of the Community) or any plat of the Community or in a recorded amendment to this Declaration ("Waterfront Lots") shall only be utilized for the construction of a designer pad series (for the placement of a RV Residence thereon) or a custom living series (a single family detached dwelling unit). All Lots, other than Waterfront Lots, may be utilized for the construction of a traditional pad series or designer pad series (both for the placement of a RV Residence thereon) or a custom living series (a single family detached dwelling unit). Developer, for so long as it holds any Lots in the Community for sale in the ordinary course of business, shall publish and distribute to prospective purchasers and Owners, as applicable, such information as is reasonably necessary to further define, identify and delineate the traditional pad series, designer pad series and custom living series, as the same may be amended or revised from time to time in Developer's discretion. Developer shall have the express right to unilaterally amend or modify this Declaration in order to further the intent of this Section 5.22.2. The right set forth in the immediately preceding sentence shall expire at such time as no Developer holds any property for sale in the ordinary course of business within the Community.

5.23 Living Units; Residential Use; Realtors; Use of Sales Center and Clubhouse. Each Living Unit shall be used as a single family residence and for no other purpose. No business or commercial activity shall be conducted in or from any Living Unit, nor may the address or location of the Unit be publicly advertised as the location of any business or commercial activity. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal, business or professional records in his Living Unit, or from handling personal, business or professional telephone calls and written correspondence in and from his Living Unit. Such uses are expressly declared customarily incident to residential use. However, notwithstanding anything to the contrary set forth herein, for so long as Declarant owns

any Lot in the Community, any Owner or guest of an Owner that is a realtor is expressly prohibited from engaging in business activities (from any location in the Community, including without limitation, the Common Areas and a Living Unit) pertaining to the sale or lease of a Lot or Living Unit within the Community, including without limitation, the operation of an internet website or solicitation of Owners or prospective Owners, whether in person, or by telephone. For so long as Declarant owns any Lot in the Community, only realtors chosen by Declarant, in its sole and absolute discretion, shall be allowed entry into the Community and shall be permitted to conduct business activities pertaining to the sale or lease of any Lot or Living Unit. The Declarant may at its sole and absolute discretion utilize any of its property, including the sales center and clubhouse, if any, to conduct commercial activities of any kind.

- 5.24 Developer Leasing.** The Developer is permitted to enter into lease back programs, guest house programs, or other lease programs, as a part of its sales effort in Developer's discretion.
- 5.25 Pets and Animals.** Not more than two (2) commonly accepted household pets such as a dog or cat, and reasonable numbers of tropical fish or caged birds may be kept on a Lot or in a Living Unit, subject to other reasonable regulation by the Association. All animals shall be leashed (if outdoors), or kept within the Living Unit and shall not be permitted to roam free. The Association may restrict the walking of pets to certain areas. Owners must clean up after their pets and dispose of any waste in an appropriate manner. Commercial activities involving pets, including without limitation, boarding, breeding, grooming or training, are not allowed. The ability to keep a pet is a privilege, not a right. If in the opinion of the Board of Directors, any pet becomes the source of unreasonable annoyance to others, or the Owner of the pet fails or refuses to comply with the restrictions herein, the Owner, upon written notice, may be required to remove the pet from the Community. Pets may not be left unattended or leashed in yards (including outside of a RV Residence) or garages or on porches or lanais.
- 5.26 Nuisances / Violation of Law.** Nothing may or shall be done which is, or may become, a source of unreasonable annoyance or nuisance to residents of the Community. Any question with regard to the interpretation of this Section shall be decided by the Declarant so long as it owns any property in the Community and thereafter by the Association whose decision shall be final. No Owner of a Living Unit may violate any local, state, or federal laws or ordinances.
- 5.27 Correction of Health and Safety Hazards.** Any conditions of the physical property which are reasonably deemed by the Board of Directors to be an immediate hazard to the

public health or safety may be corrected as an emergency matter by the Association and the cost thereof shall be charged to the responsible Owner.

- 5.28 Approval Rights/Assignment.** Subject to the immediately following sentence, the Declarant shall have all rights to approve or disapprove any construction, alteration or other aspect of the physical property in the Community. At such time as neither Declarant nor any subsequent Developer hold any Lots or Living Units in the Community for sale in the ordinary course of business, or at such earlier time as Declarant may determine in its sole discretion, all rights of Declarant to approve or disapprove any construction, alteration or other aspect of the appearance of the physical property in the Community shall automatically devolve upon and be deemed assigned to the Association.
- 5.29 Declarant's Exculpation and Use.** The Declarant or any Developer may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required, without any liability of any nature or kind to any Owner, the Association or any other person for any reason whatsoever, and any permission or approval granted shall be binding upon all persons. The use restrictions of this Section 5 shall not apply to any property owned by a Developer prior to its conveyance to an Owner other than a Developer.
- 5.30 Community Facilities.** The general plan of development for the Community includes by way of example, but without limitation, the construction of a clubhouse, swimming pool and tennis court(s) (collectively, "Community Facilities"). However, notwithstanding the foregoing, inasmuch as the general plan of development is subject to change, nothing in this Section 5.30 or elsewhere in this Declaration shall obligate the Developer to construct the Community Facilities. Developer is the developer of a subdivision located to the north and west of the Community, which subdivision is commonly known as Mt. Olive Shores North ("Subdivision"). The record title owners of lots in the Subdivision are referred to herein as the, "Subdivision Owners." If the Community Facilities are constructed, the Owners and the Subdivision Owners shall have the right to use the Community Facilities. The right of the Subdivision Owners as set forth in the immediately preceding sentence shall be subject to the Subdivision Owners being in good standing with the homeowners' association of the Subdivision, Mt. Olive Shores North Owners' Association, Inc., a Florida not for profit corporation ("Subdivision Association"). Further, the right to use the Community Facilities shall be subject to any and all reasonable rules and regulations promulgated by the Association and/or the Developer pertaining to the Community Facilities. Notwithstanding anything to the contrary contained herein, the Subdivision Owners shall not be subject to Assessments pertaining to the Community Facilities, including without limitation, for the operation and maintenance thereof. However, the

Owners shall be subject to Assessments, as set forth herein, including those for the improvement, maintenance, protection and operation of the Community Facilities.

5.30.1 Easement for use of Community Facilities. A perpetual non-exclusive easement over and across any platted roadways (or portions thereof) is hereby created and granted to the Subdivision Owners for the purpose of pedestrian and vehicular ingress and egress over and across such roadways to and from the Community Facilities. The foregoing easement shall run with the land and shall be binding upon the successors and assigns of the Developer and the Association and said easement shall inure to the benefit of the heirs, successors and assigns of the Subdivision Owners. Upon the platting of the Community (which is contemplated to occur in phases), Developer may, but shall not be obligated to, further designate and delineate on any such plat the easement granted in this Section 5.30.1. The easement created and granted in this Section 5.30.1 shall be effective whether or not shown on any plat of the Community.

5.31 Existing Subdivision Facilities. Developer is also the developer of the Subdivision and Developer has or will enter into and record an amendment to the Declaration of Covenants, Conditions and Restrictions of Mt. Olive Shores North ("Subdivision Amendment"). The Subdivision Amendment shall address the rights of the Owners to use the existing recreational facilities located within the Subdivision, which include without limitation, a clubhouse ("Existing Facilities"). The Owners (so long as they are in good standing with the Association) shall have the right to use the Existing Facilities. The Subdivision Owners currently have the right to use the Existing Facilities. Such right to use the Existing Facilities shall be subject to any and all reasonable rules and regulations promulgated by the Subdivision Association and/or the Developer pertaining to the Existing Facilities. Notwithstanding anything to the contrary contained herein, the Owners shall not be subject to any Assessments pertaining to the Existing Facilities, including without limitation, for the operation and maintenance thereof.

5.31.1 Easement for use of Existing Subdivision Facilities. The Subdivision Amendment shall include a grant of a perpetual non-exclusive easement over and across any platted roadways (or portions thereof) in the Subdivision and the common properties in the Subdivision, to the extent necessary, for the purpose of pedestrian and vehicular ingress and egress over and across such roadways and common properties to and from the Existing Facilities by the Owners. The foregoing easement shall run with the land and shall be binding upon the successors and assigns of the Developer and the Subdivision Association and said easement shall inure to the benefit of the heirs, successors and assigns of the Owners. The foregoing easement shall be effective whether or not shown on any plat of the Subdivision.

5.32 Guardhouse; Plan of Development. Developer's general plan of development contemplates the construction of the following: (i) a guardhouse which shall service both the Community and the Subdivision and which shall be located on Lake Margaret Boulevard in a location to be determined in the sole and absolute discretion of Developer or its affiliates, which may include by way of example but without limitation, a structure to be utilized by a guard(s) and a guard gate attached to or adjacent to such structure ("Common Guardhouse"); or (ii) a guardhouse which shall service only the Community and which shall be located in a location to be determined in the sole and absolute discretion of Developer or its affiliates, which may include by way of example but without limitation, a structure to be utilized by a guard(s) and a guard gate attached to or adjacent to such structure ("Community Guardhouse). It is contemplated that the Common Guardhouse, if constructed, shall replace the existing guardhouse or guard gate, if any, serving the Subdivision as of the recording hereof. It is further contemplated that if the Community Guardhouse is constructed, the existing guardhouse or guard gate, if any, serving the Subdivision as of the recording hereof shall continue to be utilized for the Subdivision. However, notwithstanding the foregoing and anything to the contrary contained herein, inasmuch as the Developer's general plan of development is subject to change, nothing in this Section 5.32 or elsewhere in this Declaration shall obligate the Developer to construct either the Common Guardhouse or the Community Guardhouse.

5.32.1 Common Guardhouse and Community Guardhouse Costs. In the event the Common Guardhouse is constructed, the costs of maintenance, operation, staffing and repair therefor and thereof ("Common Guardhouse Costs") shall be shared on a pro-rata basis by the Owners and the Subdivision Owners (other than the Developer). The sharing of the Common Guardhouse Costs by the Subdivision Owners shall also be addressed in the Subdivision Amendment. In the event the Community Guardhouse is constructed, the costs of maintenance, operation, staffing and repair therefor and thereof ("Community Guardhouse Costs") shall be shared on a pro-rata basis by the Owners (other than the Developer). As applicable, the Common Guardhouse Costs will be included as part of the Assessments to be levied, billed and collected by the Association and the Subdivision Association. As applicable, the Community Guardhouse Costs will be included as part of the Assessments to be levied, billed and collected by the Association. The Owners shall be obligated to pay and hereby covenant and agree to pay the Common Guardhouse Costs or Community Guardhouse Costs, as applicable, as part of the Assessments, whether an Annual Assessment, Special Assessment or otherwise.

5.32.2 Common Guardhouse and Community Guardhouse Rules and Regulations. So long as Developer owns any Lot in the Community, Developer may promulgate and enforce rules and regulations pertaining to the Common Guardhouse or Community Guardhouse, as applicable, in its sole and absolute discretion. At such time as Developer has conveyed

title to one hundred percent (100%) of the Lots in the Community, or at such earlier time as Developer determines in its sole discretion, the rights set forth in the immediately preceding sentence shall belong to both the Association and the Subdivision Association, as the Association and Subdivision Association shall agree and determine.

5.32.3 Transfer of Common Guardhouse and Lake Margaret Boulevard. As applicable, when title to one hundred percent (100%) of the Lots in the Community have been conveyed to Owners other than a Developer, or sooner at the Developer's option, whichever occurs first, Developer (joined only by any other entity or person having a record ownership) shall convey a one-half (½) interest to the Association and a one-half (½) interest to the Subdivision Association of the fee simple title to Lake Margaret Boulevard, together with any improvements constructed thereon, including without limitation, the Common Guardhouse, free and clear of any liens but subject to: (i) any real estate taxes and assessments for the year in which the conveyance takes place; (ii) any covenants, conditions, restrictions, reservations, limitations and easements then of record; and (iii) any zoning ordinances or development agreements then applicable. The Association and the Subdivision Association shall accept said conveyance of Lake Margaret Boulevard on behalf of the Owners and the Subdivision Owners. The costs for the operation and maintenance of Lake Margaret Boulevard shall be shared on a pro-rata basis by and between the Owners and the Subdivision Owners. The provisions pertaining to the conveyance of Lake Margaret Boulevard as contemplated in this Section 5.32.3 shall also be set forth in the Subdivision Amendment, as applicable.

5.32.4 Transfer of Community Guardhouse. As applicable, when title to one hundred percent (100%) of the Lots in the Community have been conveyed to Owners other than a Developer, or sooner at the Developer's option, whichever occurs first, Developer (joined only by any other entity or person having a record ownership) shall convey the Community Guardhouse to the Association. The Association shall accept said conveyance of the Community Guardhouse on behalf of the Owners.

6. ARCHITECTURAL AND AESTHETIC CONTROL; EXCLUSIVE CONTRACTOR

6.1 General. Except for the initial construction of Living Units, Common Areas and Common Area facilities, if any, and related improvements by the Developer and further subject to the provisions of Section 5.28, no building, Structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any Structure, Lot or Living Unit be performed without the prior written approval of the Declarant, and ultimately the Association in accordance with Section 5.28 through the

ARC. In obtaining said written approval, an Owner or any other person applying shall comply with all applicable requirements and procedures.

- 6.2 Architectural Review Committee.** Subject to the provisions of Section 5.28, the architectural and aesthetic review and control functions of the Community shall be administered and performed by the ARC. The ARC shall consist of not less than three (3) individuals, who need not be Members of the Association. Initially the Developer or the Board of Directors (until such time as no Developer is offering any property in the Community for sale in the ordinary course of business) shall have the right and authority to determine, including without limitation, the term of office, composition, compensation (if any), qualifications and meeting procedures of the ARC.
- 6.3 Powers.** Subject to the provisions of Section 5.28, the ARC shall have the power, subject to and limited by the guidelines of the approved regulatory permits, if any, of the District, the County, and the U.S. Army Corps of Engineers to:
- (A) Propose the adoption, modification or amendment by the Board of Directors, of written Design Review Guidelines which shall set forth such things as design requirements, landscape materials, construction standards and colors and materials which the ARC finds acceptable ("Guidelines"). The Guidelines shall be consistent with provisions of this Declaration, and shall not be effective until adopted by at least a majority of the whole Board of Directors at a meeting duly called and noticed. Notice of any adoption, modification or amendment of the Guidelines, including a verbatim copy of the proposed modification or amendment thereof, shall be mailed to each at least thirty (30) days prior to the Board meeting at which such action is to occur.
 - (B) Require submission to the ARC of complete plans and specifications for any building, Structure, or other improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color or other work which materially alters the exterior appearance of any Structure or Lot. The ARC may also require submission of samples of building materials or colors proposed for use on any Lot, and may require such additional information as may reasonably be necessary for the ARC to fully evaluate the proposed work;
 - (C) Approve or disapprove the erection or alteration of any building, Structure or other improvement; or any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any Structure or Lot. All decisions of the ARC shall be forwarded in writing to the

Board. Any person aggrieved by a decision of the ARC shall have the right to make a written appeal to the Board within thirty (30) days after notification of the decision. The determination by the Board, upon prompt review of any such decision, shall, in all events, be final, and shall not be unreasonably delayed;

- (D) Adopt procedures and a schedule of reasonable fees for processing requests for ARC review. Fees, if any, shall be payable to the Association, in cash or check, at the time the request is submitted to the ARC; or
- (E) Adopt procedures for inspecting approved changes during and after construction, to ensure conformity with approved plans.

6.4 Enforcement. Any decisions of the ARC shall be enforced by the Association.

6.5 Declarant's Rights. Notwithstanding the foregoing, the Declarant shall have the right, so long as any Developer is offering any property in the Community for sale in the ordinary course of business, to appoint all of the members of the ARC, or such lesser number as it may choose. During this time, the Declarant shall also have the power, in its sole discretion to establish, amend, or revoke any and all Guidelines.

6.6 Exclusive Contractor. Notwithstanding anything to the contrary contained herein, so long as Developer owns any Lot, all improvements constructed upon a Lot, including without limitation, Living Units, improvements related to RV Residences, and docks shall be constructed by Declarant or its affiliate, Mastercraft. No improvements whatsoever shall be constructed other than by Declarant or Mastercraft. All Owners (other than Declarant) in the Community, by taking title to a Lot, are deemed to have irrevocably consented and agreed to be bound by this Section 6.6.

7. EASEMENTS. In addition to the easements created elsewhere herein, and those already of public record at the time this Declaration is recorded, easements are hereby provided for:

7.1 Utilities, Services and Support. Each Lot, Unit, Tract and Parcel and the Common Areas (except Conservation Areas) is and are hereby subjected to easements for private services, communications and telecommunications, and utilities purposes including but not limited to, fire, police protection, and emergency services, garbage and trash removal, potable and non-potable water, sewage, telephone, electric and gas service, lake maintenance, and cable television. The utilities and governmental agencies having jurisdiction, and their employees and agents, shall have the right of access to any Lot, Unit, Tract, or Parcel or the Common Areas in furtherance of such easements. The

easement areas on any Lot, whether or not shown on any plat, shall at all times be properly maintained by the Owner, whether or not the utility or service company properly maintains the easement area.

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

7.2 **System (Easements).** The Declarant hereby reserves for itself, its affiliates, including without limitation MX Communication Services, LLC, a Florida limited liability company ("MX"), its successors, assignees and licensees, the right, without obligation, to construct or install over, through, under, across and upon any portion of the Community for the use and benefit of the Owner and authorized guests, invitees, tenants and family members, one (1) or more cable and/or telecommunications of any kind whatsoever receiving and distribution systems and electronic surveillance systems, emergency, medical, security, and surveillance monitoring, or alarm systems (all or any part of which shall be referred to herein collectively as the "System"), the exact description, location and nature of which may have not yet been fixed or determined. Declarant shall have and hereby reserves to

itself, its affiliates including without limitation MX, and its designees, successors, assignees and licensees, a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and location of which over, across, upon and through the Community shall be determined solely by Declarant, its successors, designees and assigns) together with a perpetual and exclusive right and privilege of:

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

7.3 Contracts With Service Providers. Declarant shall have the right to enter into contracts for the exclusive provision of the System, as Declarant shall deem, in its sole and absolute discretion. The Declarant may receive valuable consideration for the grant of the exclusive right to provide System services. Should Declarant enter into a contract or contracts pursuant to this Section 7.3, the Association shall, to the extent the Declarant assigns its rights and obligations under such contract or contracts, accept such assignment, and is bound by all the terms and provisions of the contract or contracts.

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

8. COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE.

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

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

(B) Prior to the conveyance of Common Areas by Declarant to the Association, the Association shall have the right to charge reasonable fees, rents, or other charges for the use of the Common Areas; however, rents, fees and other charges required to be paid to Declarant under leases, grants, licenses or contracts creating use rights to third parties shall continue to be paid.

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

8.3 Conveyance and Use. Declarant will initially hold the legal title to the Common Areas. Subsequent to or simultaneous with the Turnover Date, and in accordance with Florida

law, the Declarant shall convey the Common Areas to the Association by quit claim deed and the Association shall accept such conveyance subject to taxes for the year of conveyance (if any) and to mortgages, restrictions, limitation, conditions, reservation and easements of record. However, notwithstanding the foregoing, the Declarant may convey title at any earlier time the Declarant chooses in its sole and absolute discretion. Commencing with the date this Declaration is recorded in the public records of the County, the Association shall be responsible for the maintenance and administration of all areas and facilities designated by the Declarant or Developer as Common Areas and for the payment of any ad valorem taxes properly payable from and after the date of such recordation. Declarant shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent property and for the purpose of construction of any facilities on the Common Areas that Declarant elects to build.

- (A) Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party to the Association as Common Areas, is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of members and their guests, tenants and invitees.
- (B) Declarant may convey property to the Association in either an improved or an unimproved condition, with or without any specific restrictions on its use, and the Association must accept such property and may not reject same. The Association shall not accept conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant so long as Declarant owns any property in the Community.

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

AND FACILITIES. AT THE TIME OF CONVEYANCE, DECLARANT SHALL TRANSFER OR ASSIGN TO THE ASSOCIATION, WITHOUT RECOURSE, EXISTING WARRANTIES IT RECEIVED FROM MANUFACTURERS AND SUPPLIERS RELATING TO ANY OF THE FACILITIES WHICH ARE ASSIGNABLE, IF ANY.

- 8.4 Maintenance and Alteration.** The Association is responsible for the maintenance, repair, replacement, insurance, protection and control of all Common Areas in accordance with applicable laws, and shall keep the same in good, safe clean, attractive and sanitary condition, and in good working order at all times. After control of the Association has been turned over to the Members, there shall be no material alterations of or substantial additions to the Community Common Areas costing more than Ten Thousand and No/100 Dollars (\$10,000.00) in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the Association.
- 8.5 Partition, Subdivision and Encumbrance.** Except as hereinafter provided, after legal title to the Common Areas or any portion thereof becomes vested in the Association, the Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less than a majority of the voting interests. The foregoing shall not be construed to limit the authority of the Declarant or the Association through its Board of Directors to grant such easements over, across and through the Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the Members or as permitted herein. Nothing herein shall be construed to prohibit judicial partition of any Lot, Unit, Tract or Parcel owned in cotenancy.
- 8.6 Association's Rights and Powers.** No Common Areas owned by the Association shall be used in violation of any rule or regulation or other requirement of the Association established pursuant to the provisions of this Declaration or the Bylaws.
- 8.7 Expansion or Modification of Common Areas.** Additions or modifications to the Common Areas may be made if not inconsistent with the applicable land use, zoning or government ordinances pertaining to the Community. Neither the Declarant nor any Developer shall be obligated, however, to make any additions or modifications. The Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans.

9. **ASSESSMENTS.**

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

- (A) Annual Assessments.
- (B) Special Assessments.
- (C) Service Assessments and other fees or charges (including fines) imposed against one (1) or more Lots, Living Units, Tracts or Parcels, as provided for elsewhere in this Declaration, and in the Bylaws of the Association. Each Lot or Living Unit after sale by the Developer to a third party who is not a successor Developer shall be subject to a Service Assessment payable per Lot or Living Unit for services performed.
- (D) Except as otherwise provided in Section 14.2 below as to certain mortgagees, and except as provided in Section 9.2 below, as to the Declarant and Developer, no Owner may avoid or escape liability for the Assessments or charges provided for herein by non-use or abandonment of his Lot, Living Unit, Tract, Parcel, or the Common Areas, or otherwise.
- (E) Assessments shall be fixed, levied, established and collected as provided herein, and in the Bylaws.
- (F) The Owner of each Lot or Living Unit regardless of how title was acquired, is liable for all Assessments coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 14.2 below, whenever title to a Lot or Living Unit is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all Assessments unpaid at the time of the transfer, regardless of when incurred, without prejudice to any right the new Owner may have to recover from the previous Owner any amounts paid by the new Owner.
- (G) No land shall be subject to assessment by the Association if it is a Common Area, or it is owned by or dedicated to the County, or other governmental agency, and used for a public purpose. Only Lots and Living Units (including any Lots with a RV Residence placed thereon) shall be subject to assessment.

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

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

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

9.3 Purposes of Assessments:

- (A) To promote the recreation, health, safety, and welfare of the Owners and residents of the Community;

- (B) For the improvement, maintenance, protection, security and operation of the Association, the Common Areas, the Conservation Areas, if any, the Association equipment and facilities, and the Surface Water Management System Facilities, if necessary; and to establish and maintain adequate repair and replacement reserves;
- (C) For the protection and security of the Community, by means of including without limitation, the Common Guardhouse or Community Guardhouse, as applicable;
- (D) For the maintenance of Lots, Common Areas and Conservation Areas by a lawn maintenance contractor contracted by the Declarant or Association as controlled by Declarant (so long as Declarant holds any property in the Community for sale in the ordinary course of business) and subsequently the Association;
- (E) Where deemed desirable by the Declarant (so long as Declarant holds any property in the Community for sale in the ordinary course of business) and subsequent thereto, the Board of Directors, to provide services of general benefit to the Owners and residents either on a Community-wide basis or otherwise, including without limitation, cable television, gas, refuse services, transportation, security or other services;
- (F) To pay the operating expenses of the Association; and
- (G) For such other purposes and use as are authorized by the Governing Documents as amended from time to time.

9.4 Imposition of Annual Assessments. Upon the closing of the initial sale of each Lot or Living Unit to a purchaser other than Declarant or a Developer, and on the first day of each fiscal year thereafter, an annual assessment shall be assessed against each Lot or Living Unit. The annual assessment for the year in which the initial sale occurred shall be prorated to the actual date of closing.

9.5 Amount of Assessments. The annual assessments levied by the Association's Board of Directors shall be assessed equally against all Lots and Living Units. The amount of the annual assessment based on the annual budget shall be the same for each Lot or Living Unit subject to assessment except that until the Turnover Date the Developer shall not be required to pay any assessment so long as the Developer pays any shortfall in Association operating expenses in accordance with Section 9.2. The initial assessment per Lot or Living Unit shall be approximately One Hundred Thirty and No/100 Dollars (\$130.00) per month or One Thousand Five Hundred Sixty and No/100 Dollars (\$1,560.00) per annum.

- 9.6 **Special Assessments.** Any special assessments levied by the Association's Board of Directors shall be assessed equally against all Lots and Living Units, unless the Assessment or portion thereof is intended specifically for the direct benefit of one or more classes of Members, in which case it shall be assessed against only the classes of members directly benefitted. Under no circumstances will the Declarant or any Developer have any obligation to pay special assessments.
- 9.7 **Charges.** Any charge by the Association authorized by law or by the Governing Documents to be imposed on less than all of the Lots or Living Units shall not be deemed an Assessment. Payment may be enforced as provided in Section 9.9 and 9.10 below.
- 9.8 **Intentionally Omitted.**
- 9.9 **Lien.** The Association has a lien on each Lot and Living Unit for any unpaid past due Assessments and charges, together with interest, late payment penalties and reasonable attorneys' fees incurred by the Association in enforcing this lien. The lien relates back to the date of recording this Declaration in the public records of the County, and is perfected by recording a Claim of Lien in the public records of Polk County, which Claim of Lien shall state the legal description of the property encumbered thereby, the name of the record owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid Assessments and charges, interest, costs and attorneys' fees which are due and which may accrue or come due after the recording of the Claim of Lien and up to the issuance of a clerk's deed. Upon full payment, the person making payment is entitled to a satisfaction of the lien.
- 9.10 **Foreclosure of Lien.** The Association's lien may be foreclosed by the procedures and in the manner provided by Florida law, as it may be amended from time to time. The Association may also bring an action at law against any Owner liable for unpaid charges or Assessments. If final judgment is obtained, it shall include interest on the Assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action, and the prevailing party shall be entitled to recover reasonable attorneys' fees in connection with any appeal of such action.
- 9.11 **Subordination of Lien to Mortgages.** The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the Assessment

lien by such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

9.12 Ownership. Assessments and charges collected by or on behalf of the Association become Association property; no Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot or Living Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus (including reserves), except as otherwise provided by law.

10. COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION. The Association has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within the Community, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Common Areas, if the Association owns any Common Areas.

10.1 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the Association, if any, shall apply to all Owners, as well as to any other person occupying any Living Unit. Failure of an Owner to notify any person of the existence of the rules, or the covenants, conditions restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Declarant, a Developer, or the Association of the power to enforce these provisions. Each Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the licensees, invitees or guests of his tenants.

10.2 Litigation. Subject to the provisions of the Declarations above, each Member and the Member's tenants, guests, and invitees, and the Association, are governed by and must comply with Chapter 720, Florida Statutes, Chapter 617, Florida Statutes, the Governing Documents and rules of the Association. Notwithstanding anything to the contrary contained herein, dispute resolution and the procedures pertaining thereto shall be subject to Section 720.311, Florida Statutes (2004), as it may be amended from time to time. Enforcement action for damages or injunctive relief, or both, on account of any alleged violation of the Governing Documents and Association rules may be brought by the Declarant, any Owner, or the Association against:

(A) the Association;

(B) a Member;

- (C) any occupant of a Living Unit;
- (D) any Director or officer of the Association who willfully and knowingly fails to comply with these provisions; and
- (E) any tenants, guests or invitees occupying a parcel or using the Common Areas, if any.

10.3 Damages and Attorneys' Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation of the Governing Documents or the rules. Any person or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Governing Documents or rules, or to enjoin violation or breach of any provision hereof, or recover damages on account of such breach against any person shall be entitled to recover reasonable attorneys' fees and court costs (including those resulting from appellate proceedings).

10.4 Non-Liability of Declarant. The Declarant shall not be liable or responsible for any violation of the Governing Documents or rules by any person other than itself, and its officers, agents and employees.

10.5 Fines.

- (A) In addition to the means of enforcement provided elsewhere herein, the Association shall have the right to assess fines against a Living Unit, Owner, or the guests, relatives or lessees of an Owner in the event of a violation of the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and any rules and regulations of the Association regarding the use of Living Units, Lots, Common Areas, or Association property. Each such violator shall be given written notice of the alleged violation and the opportunity for a hearing before the Board of Directors with at least fourteen (14) days notice. Said notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of this Declaration, the Articles of Incorporation, Bylaws or rules and regulations which have been allegedly violated and a short and plain statement of the matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The amount of such fine shall not exceed One Hundred and No/100 Dollars (\$100.00)

per occurrence, or the maximum permissible by law, and each reoccurrence of the alleged violation for each day during which such violation continues shall be deemed a separate offense and may result in additional fines, without requirement of a separate hearing, such not to exceed the maximum permissible by law. The payment of fines shall be the ultimate responsibility of the Owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests or tenants of such Owner. Any action to collect a duly levied fine shall entitle the prevailing party to an award of all costs and reasonable attorneys' fees.

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

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

- (A) A suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, Directors, or employees of the Association; or the spouse, parent, child, brother or sister of an officer, Director, or employee. If the committee, by majority vote, which may be by secret ballot, does not approve a proposed suspension, it may not be imposed. Notwithstanding the foregoing, until the Turnover Date,

Declarant shall have the right to appoint the committee, which may consist of officers, Directors or employees of the Association.

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

11. Intentionally Omitted.

12. INSURANCE: RECONSTRUCTION AFTER CASUALTY.

12.1 Duty to Insure and to Reconstruct or Clean Up. Each Owner shall at all times maintain adequate property insurance on the Living Units and all other insurable improvements, including the RV Residences, in amounts equal to the replacement cost thereof. If any Living Unit or other improvements located on any Lot, Tract or Parcel is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner shall:

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

12.2 Failure to Comply. If any Owner fails to comply with Section 12.1 above within the time periods provided, the Association shall be deemed to have been granted the right by the Owner as his or its attorney-in-fact, to either commence and complete the repairs sufficient to substantially restore the improvements to their original conditions, according to the plans and specifications of the original improvements; or to remove the damaged

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

- 12.3 Flood Insurance.** The Association may, in the discretion of the Board, maintain flood insurance to cover buildings and any other property, if it owns any which it currently does not, in designated hazard areas, if any, up to the full insurable value or maximum coverage available.
- 12.4 Property Insurance.** The Association shall maintain replacement cost property insurance coverage on all structures, improvements, and fixtures which are part of the Common Areas owned by the Association, if any.
- 12.5 Liability Insurance.** The Association shall maintain adequate public liability insurance coverage for all Common Areas owned by the Association, if any.
- 12.6 Bonding.** The Association shall maintain adequate fidelity bond coverage for all individuals having control of or access to Association funds, as it may deem appropriate and to the extent required under Florida law.
- 12.7 Association's Rights of Entry.** For the purpose of performing the duties authorized by this Section 12, the Association, through its duly authorized agents and employees, shall have the right to enter upon any Living Unit or Lot at reasonable hours and perform such duties.
- 13. RIGHTS OF DECLARANT AND DEVELOPERS.** In addition to those provided elsewhere in the Governing Documents, the Declarant and each Developer shall have the following rights and privileges:
- 13.1 Sales Activity.** While one or more Lots or Living Units are for sale in the ordinary course of business, the Declarant and each Developer shall have the right to use those Lots or Living Units and the Common Areas (including, but not limited to, all recreational facilities) to establish, modify, maintain and utilize, as it and they deem appropriate, model Living Units, sales offices, or other offices for use in selling or providing warranty services to any part of the Community including temporary trailers or other structures used for sales marketing or construction purposes. No Owner (including any Owner that may be a realtor) may interfere with, or do anything detrimental to, the Declarant's sales

efforts. Without limiting the generality of the foregoing, the Declarant and its designees may show model Living Units or the Common Areas to prospective purchasers or tenants, advertise, erect signs, conduct promotional activities and special events, and take all other action helpful for sales, leases and promotion of the Community.

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

13.3 Security Non-Liability of Declarant and Association.

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

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

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

13.5 Miscellaneous.

- (A) Declarant shall have the right and the power to regulate and control the external design and appearance of all Common Areas in such a manner as to:

- (1) Promote a quality environment which will preserve the value of the Lots and Living Units; and
 - (2) Foster the attractiveness and functional utility of the Community as a place to live and play, including a harmonious relationship among structure, vegetation and topography.
- (B) Any use of Common Areas, other than the uses intended pursuant to this Declaration shall be subject to the prior written approval of the Declarant so long as it owns any land in Mt. Olive Shores North II which it holds for the purpose of development.
- (C) The Declarant has the right to replat unsold portions of the Lands without the joinder or consent of any Owner.
- (D) The Developer has the right to receive a refund of any and all deposits or other payments made to utility companies or governmental authorities which are refunded in the course of development, even if such refunds occur after the sale of the last Lot or Living Unit in the Community to an Owner other than the Developer.
- 13.6 **Additions or Withdrawals of Property.** Declarant has the sole, exclusive and absolute right and the power, but neither the duty nor the obligation, to record instruments bringing additional lands within the Community even if not presently anticipated and subjecting those lands to the protective covenants, conditions, restrictions or provisions provided for in this Declaration. The Declarant also reserves the right in its sole discretion to withdraw property from submission to this Declaration, except that the Declarant shall not be permitted to withdraw any property after it has been conveyed to an Owner other than the Declarant, without the joinder of the Owner.
- 13.7 **Management Contract.** Declarant shall have the right and the power to enter into professional management contracts on behalf of the Association before the Turnover Date.
- 13.8 **Appointment of Directors.** As is set forth herein, Declarant shall be entitled to elect all of the members of the Board of Directors of the Association until three (3) months after ninety percent (90%) of the Lots in the Community have been conveyed to Owners other than a successor Developer. Upon the occurrence of the date set forth in the immediately preceding sentence, Members other than the Declarant shall be entitled to elect at least a majority of the members of the Board of Directors of the Association; however Developer

shall have the right to appoint at least one (1) member of the Board of Directors (so long as Developer holds for sale in the ordinary course business at least five percent (5%) of the Lots in the Community).

13.9 Declarant's Inaction. Neither the execution and recordation of this Declaration, nor the creation of any Association or other entity, nor the recordation of any other instrument subjecting any land in Mt. Olive Shores North II to protective covenants, conditions or restrictions or other provisions, shall obligate or require:

(A) Declarant to grant any right, power, duty or privilege of any nature or kind to the Association or to any other entity; or

(B) Declarant, the Association or any other entity, to perform any act permitted by this Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do.

13.10 Rules and Procedures for Entry. The Developer in its sole and absolute discretion, may for so long as it owns Lots in the Community limit or refuse entry to salesmen, vendors, or realtors not approved by Developer. To the extent necessary or desirable, Developer may set entry rules and procedures for entrance into the Community in its sole and absolute discretion, including without limitation, limiting or refusing entry to the parties and/or individuals referenced in the immediately preceding sentence.

14. RIGHTS OF MORTGAGEES.

14.1 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of any significant portion of the Common Areas, the record holder of any first mortgage on the Common Areas who has requested such notice in writing, shall be entitled to written notice.

14.2 Mortgage Foreclosure. Except as otherwise provided by Florida law as amended from time to time, if an Institutional Mortgagee acquires title to a Lot, Living Unit, Tract or Parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such mortgagee shall not be liable for the Association Assessments or charges attributable to the Lot, Living Unit, Tract or Parcel, or chargeable to the former Owner, which came due prior to the Institutional Mortgagee's acquisition of title. Any unpaid Assessments or charges for which such acquirer is exempt from liability becomes an expense collectible from all Owners, prorata, including such acquirer and his successors

and assigns. No Owner or acquirer of title to a Lot, Living Unit, Tract or Parcel by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his, her or its ownership, be excused from the payment of any Assessments or charges coming due during the period of such ownership.

14.3 Rights to Inspect Documents and Books. The Association shall make available to Institutional Mortgagees requesting same the current Governing Documents of the Association and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be at the expense of the Institutional Mortgagee requesting same.

14.4 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statements of the Association for the immediately preceding fiscal year.

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

(A) Any delinquency of more than sixty (60) days in the payment of Assessments or charges owed by the Owner of any Lot, Living Unit, Tract or Parcel on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association. An increase in coverage, or a change of insurer does not require notice under this paragraph.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

15. DURATION OF COVENANTS; AMENDMENT.

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

terminated as provided below.

- 15.2 Termination.** This Declaration may be terminated at any time after the initial period if not less than eighty percent (80%) of the voting interests of all classes of the Members of the Association vote in favor of terminating this Declaration. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Declaration, the President and Secretary or the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the Certificate is recorded in the public records of the County.
- 15.3 Amendments.** Subject to the provisions hereof, this Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Declaration may be proposed by the Board of Directors or by written petition of at least one-fourth (1/4) of the voting interests.
- 15.4 Procedure.** Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.
- 15.5 Vote Required.** Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved at an annual or special meeting called for that purpose by at least two-thirds (2/3) of the voting interests of each class of Members present and voting, provided that notice of the text of each proposed amendment was sent to the Members with notice of the meeting.
- 15.6 Certificate; Recording.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to this Declaration, which certificate shall be executed by the President and/or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The certificate must set forth the location in the public records of the County where this Declaration was originally recorded.

- 15.7 **Provision.** Regardless of any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, can be effective to change the Association's responsibilities for the Surface Water Management System Facilities and the Conservation Areas, unless the amendment has been consented to in writing by the Association. Any amendments to this Declaration affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the District.
- 15.8 **Exceptions.** Whether in this Declaration the consent, approval, or affirmative vote of two-thirds (2/3) or more of the voting interests of the members is required to authorize or take a particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action. This provision does not apply to amendments by the Declarant or a Developer.
- 15.9 **Amendment of Provision Relating to Developer.** As long as a Developer holds any Lot or Living Unit for sale in the ordinary course of business, no amendments shall have the effect of changing any provision relating specifically to the Declarant or a Developer without their prior written consent, which consent shall be in their sole and absolute discretion.
- 15.10 **Amendment by Declarant.** Notwithstanding the foregoing and anything to the contrary contained herein, and in addition to any other right of amendment or modification provided for in this Declaration, Declarant may, in its sole discretion, by an instrument filed of record in the County, unilaterally modify, enlarge, amend, waive, or add to the covenants, conditions, restrictions and other provisions of this Declaration, and any recorded exhibit hereto. Declarant shall not be bound by the amendment requirements set forth in this Declaration, including without limitation, the procedural, required vote and recording of certificate requirements set forth above. The right set forth in this Section 15.10 shall expire at such time as no Developer holds any property for sale in the ordinary course of business within the Community.
- 15.11 **Limitations.** No amendment to any of the Governing Documents shall be effective to change any Member's voting rights as set forth in the Bylaws, or the provisions of this Declaration, unless all Members affected first consent in writing to said amendment.
- 15.12 **MX.** No amendment to these Declarations may be made that affects any of MX's rights

hereunder without MX's consent, which may be withheld in MX's sole and absolute discretion.

16. GENERAL AND PROCEDURAL PROVISIONS.

16.1 Other Documents. Declarant and the Association shall have such rights, powers, duties, and privileges as are set forth in the Governing Documents; however, this Declaration and its provisions shall prevail in all events of conflict.

16.2 Severability. If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, the holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

16.3 Merger or Consolidation of Associations. Upon a merger or consolidation of the Association with another corporation as provided by law, or with a community development district (contemplated under Chapter 190, Florida Statutes, 2004) ("CDD"), the Association's rights, obligations and property may, by operation of law, be transferred to another surviving or consolidated association or CDD, or alternatively, remain the rights, obligations and property of the Association as the surviving corporation. The surviving or consolidated corporation or CDD may administer this Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme.

16.4 Dissolution. If the Association is dissolved other than by a merger or consolidation as provided for above, each Lot, Living Unit, Tract and Parcel shall continue to be subject to the Assessments provided for in Section 9, and each Owner shall continue to be personally obligated to Declarant or the successor or assigns of the Association (as the case may be) for such Assessment to the extent that such Assessments are required to enable Declarant or any such successor or assigns acquiring any real property previously owned by the Association to properly maintain, operate and preserve it.

16.5 Gender; Number. Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any one gender shall be deemed to include both genders.

16.6 Notices.

(A) To Declarant. Notices to Declarant as may be required herein shall be in writing

and delivered or mailed to Declarant at its principal place of business as shown by the records of the State of Florida, Secretary of State, or at any other location designated by Declarant.

(B) To the Association. Notices to the Association shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records of the State of Florida, Secretary of State, or at any other location designated by the Association.

(C) To Owners. Notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed to the Owner at his last known address, or at the address shown on the deed recorded in the public records of the County.

16.7 Construction. The provisions of this Declaration shall be liberally interpreted and construed in favor of the Developer to provide maximum flexibility consistent with the general development plan and the purposes set forth herein. In no event shall any ambiguity in this document be interpreted against the Developer based upon the fact that the Developer prepared this document. Any ambiguity shall be interpreted in such a fashion as to further the intent of the Developer.

16.8 Captions, Headings and Titles. Captions, headings, capitalization of certain words, and titles inserted throughout the Governing Documents are for convenience only, and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter, content or interpretation of the terms and provisions of the Governing Documents.

16.9 Interpretation. The Declarant, until the Turnover Date and the Board of Directors of the Association thereafter shall be responsible for interpreting the provisions of the Governing Documents. Their interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

16.10 Applicable Statutes. The validity, application, and construction of this Declaration and its exhibits shall be governed by the laws of the State of Florida, as they exist on the date of recording this Declaration.

16.11 Exhibits. All exhibits described herein and attached hereto are by this reference fully incorporated into and made a part of this Declaration.

17. HOUSING FOR OLDER PERSONS - 55 YEARS OF AGE OR OLDER COMMUNITY.

17.1 Purpose of Community. The Community is intended to and operated for the purpose of providing housing for and occupancy by older persons. "Older person" means a person 55 years of age or older.

17.2 Statutory Compliance. The Community is intended to and operated for occupancy by persons 55 years of age or older and the Community is subject to the Federal Fair Housing Act, the Florida Fair Housing Act, the Housing for Older Persons Act of 1995, and the regulations of the United States Department of Housing and Urban Development ("HUD"), as amended from time to time, and any and all other local, state, and federal statutes and regulations pertaining to the Fair Housing Act. The Developer, and the Board of Directors of the Association after the Developer owns no Lots in the Community, shall take the steps necessary to qualify as housing for older persons to be exempt from the prohibition against familial status discrimination as provided for in the applicable statutes, laws and regulations.

17.3 Community Requirements. The Community shall comply with and satisfy the following factors and requirements: (i) at least eighty percent (80%) of the occupied Living Units shall be occupied by at least one (1) person who is 55 years of age or older; (ii) the Community shall publish and adhere to policies and procedures that demonstrate the intent to operate the Community for occupancy by persons 55 years of age or older; and (iii) the Community shall comply with rules issued by the Secretary of the United States Department of Housing and Urban Development for verification of occupancy, including verification by reliable surveys and affidavits.

17.4 Community Filing Requirement. The Community shall register with the Florida Commission on Human Relations ("Commission") and shall submit a letter to the Commission pursuant to the requirements in the Florida Statutes, as amended from time to time. By filing with the Commission, it is being certified that the Community has satisfied the requirements for the exemption from the prohibition against familial status discrimination.

17.5 Age Verification. For admission to the Community as a resident, at least one (1) person 55 years of age or older must occupy each Living Unit, and all other residents occupying a Living Unit must be 40 years of age or older. Upon application for residency, any one or more of the following documents are considered reliable documentation of the age of the applicants: (i) Driver's license; (ii) Birth certificate; (iii) Passport; (iv) Immigration card; (v) Military identification; (vi) Any other state, local, national, or international official

documents containing a birth date of comparable reliability; or (vii) A certification in a lease, application, affidavit, or other document signed by any member of the Living Unit age 40 or older asserting that at least one (1) person in the Living Unit is 55 years of age or older. Any one or more of the foregoing forms of identification and age verification, shall be considered as adequate for verification of age, provided that it contains specific information about current age or date of birth.

- 17.6 Age Verification Policies and Procedures.** The Developer, or the Board of Directors of the Association after the Developer owns no Lots in the Community, shall establish and maintain appropriate policies and procedures to require that applicants and occupants comply with the age verification procedures as set forth in the Governing Documents. If the occupants of a particular Living Unit refuse to comply with the age verification procedures, the Developer or the Board of Directors and the Community may, if it has sufficient evidence, consider the Living Unit to be occupied by at least one (1) person 55 years of age or older. Such evidence may include: (i) Government records or documents, such as a local household census; (ii) Prior forms or applications; or (iii) A statement from an individual who has personal knowledge of the age of the occupants. The individual's statement must set forth the basis for such knowledge and be signed under the penalty of perjury.
- 17.7 Exceptions to Age Restriction.** The Developer, or the Board of Directors of the Association after the Developer owns no lots in the Community, may make exceptions in its sole and absolute discretion and allow the residence of persons in the Community who do not satisfy the age restrictions so long as the Community complies with the requirements to qualify as housing for older persons as set forth in Section 17.3 hereof, including without limitation, that at least eighty percent (80%) of the Living Units are occupied by at least one (1) person 55 years of age or older.
- 17.8 Occupancy Requirement.** The Community shall be deemed to satisfy the occupancy requirement even though the following conditions exist: (i) There are unoccupied Living Units, provided that at least eighty percent (80%) of the occupied Living Units are occupied by at least one (1) person 55 years of age or older; (ii) There are Living Units occupied by employees of the Community (and family members residing in the same Living Unit) who are under 55 years of age, provided the employees perform substantial duties related to the management or maintenance of the Community; or (iii) There are Living Units occupied by persons who are necessary to provide a reasonable accommodation to disabled residents as required and who are under the age of 55.

- 17.9 Policies and Procedures.** The Developer, and the Board of Directors of the Association after the Developer owns no Lots in the Community, shall publish and adhere to policies and procedures that demonstrate the intent of the Community to operate as housing for persons 55 years of age or older. The policies and procedures may include, without limitation, the following: (i) Advertising, marketing, and promotion of the Community; (ii) Lease restrictions; (iii) Written rules, regulations, or other restrictions, including this Declaration; (iv) The maintenance and consistent application of relevant procedures; and (v) Public posting in Common Areas of statements describing the Community as housing for persons 55 years of age or older.
- 17.10 Verification of Occupancy.** The Developer, and the Board of Directors of the Association, after the Developer owns no Lots in the Community, shall develop procedures for routinely determining the occupancy of each Living Unit, including the identification of whether at least one occupant of each Living Unit is 55 years of age or older. These procedures may be part of the normal purchasing arrangement. The documents as set forth in Section 17.5 shall be considered reliable documentation of the age of the applicants. The Community procedures shall provide for regular updates, through surveys or other means, of the initial information supplied by the occupants of the Community. Said updates shall take place at least once every two (2) years, and the survey may include information regarding whether any Living Units are occupied by persons described in the provisions designated as (ii) and (iii) of Section 17.8. Surveys and verification procedures which comply with statutory requirements and regulations including those of HUD, shall be admissible in administrative and judicial proceedings for the purpose of verifying occupancy. A summary of occupancy surveys shall be available for inspection upon reasonable notice and request by any person.
- 17.11 Conveyance or Transfer of Living Unit.** If an Owner desires to convey their Living Unit, said Owner shall comply with the provisions of this Declaration and the Governing Documents and shall convey the Living Unit in accordance with the intent and purpose of the Community, to at least one (1) person who is 55 years of age or older, and all other prospective purchasers who will occupy the Living Unit shall be 40 years of age or older. Notwithstanding the foregoing, if a Living Unit is transferred via inheritance or otherwise to a person under 55 years of age, including without limitation, a child or surviving spouse, said person shall be entitled to occupy the Living Unit for as long as they choose to do so, but only so long as said person is 40 years of age or older, and so long as at least eighty percent (80%) of the occupied Living Units in the Community are occupied by at least one (1) person 55 years of age or older. If a person acquires a Living Unit, in the manner discussed in the preceding sentence, and at some point in time chooses to convey the Living Unit, the Living Unit shall be conveyed to at least one (1) person 55 years of

age or older, and all other persons who will occupy the Living Unit shall be 40 years of age or older.

17.12 Prohibition Against Amendment or Revocation. The provisions of this Section 17 shall not be subject to amendment or revocation except as may be required by applicable law.

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

[SIGNATURES TO FOLLOW ON SUBSEQUENT PAGES]

IN WITNESS WHEREOF, ANCHOR-MOSN, LLC, a Florida limited liability company, MOSN III, LLC, a Florida limited liability company and ANCHOR INVESTMENT CORPORATION OF FLA., a Florida corporation hereby execute this Declaration.

"DECLARANT"

ANCHOR-MOSN, LLC, a Florida limited liability company

By: T&A Family Partnership, Ltd.,
a Florida limited partnership, its managing member

By: CRF Management Co., Inc., a Florida corporation, its general partner

By: William D. Drost
Print Name: William D. Drost
Title: Vice President

Witnesses:

Terandi Stevens
Print Name: Terandi Stevens

Sharon L. Cribbs
Print Name: SHARON L. CRIBBS

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was executed before me this 1st day of February, 2005, by William D. Drost as Vice President of CRF Management Co., Inc., a Florida corporation, the general partner of T&A Family Partnership, Ltd., a Florida limited partnership, the managing manager of Anchor-MOSN, LLC, a Florida limited liability company. He is personally known to me or did produce _____ as identification.

(Seal)



Deranda R. Stevens
MY COMMISSION # DD074750 EXPIRES
November 27, 2005
FONDFT THRU TROY FAIN INSURANCE, INC.

Deranda R. Stevens
Notary Public, State of Florida
Deranda R. Stevens
Print Name

[SIGNATURE OF DECLARANT CONTINUED ON SUBSEQUENT PAGES]

Witnesses:

[Signature]
Print Name: Terandi Stevens

[Signature]
Print Name: SHARON L. CRIBBS

"DECLARANT"

MOSN III, LLC, a Florida limited liability company

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

By: [Signature]
Print Name: William D. Drost
Title: Vice President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was executed before me this 1st day of February, 2005, by William D. Drost as Vice President of CRF Management Co., Inc., a Florida corporation, the manager of MOSN III, LLC, a Florida limited liability company. He is personally known to me or did produce _____ as identification.

[Signature]
NOTARY PUBLIC
Print: Teranda R. Stevens
Commission No.: DD074750
Commission Expires: 11/27/05

(Seal)



Teranda R. Stevens
MY COMMISSION # DD074750 EXPIRES
November 27, 2005
BONDED THROUGH TROY FAIN INSURANCE, INC.

[SIGNATURE OF DECLARANT CONTINUED ON SUBSEQUENT PAGE]

Witnesses:

Deranda Stevens
Print Name: Deranda Stevens

Sharon L. Cubbs
Print Name: SHARON L. CUBBS

“DECLARANT”

ANCHOR INVESTMENT CORPORATION OF FLA., a Florida corporation

Lawrence W. Maxwell
Print Name: Lawrence W. Maxwell
Title: Chairman of the Board

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me on this 1st day of February 2005, by Lawrence W. Maxwell, as Chairman of the Board of Anchor Investment Corporation of Fla., a Florida corporation. He is personally known to me or did produce _____ as identification.

Deranda R. Stevens
NOTARY PUBLIC
Print: Deranda R. Stevens
Commission No.: DD074750
Commission Expires: 11/27/05

(Seal)



Deranda R. Stevens
MY COMMISSION # DD074750 EXPIRES
November 27, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "A"

LEGAL DESCRIPTION OF A-M PROPERTY

The Northwest Quarter of the Southwest Quarter and the West Half of the Northeast Quarter of the Southwest Quarter of Section 32, Township 26 South, Range 25 East, Polk County, Florida.

LESS AND EXCEPT:

MT. Olive Shores North as recorded in Plat Book 104, pages 38 and 39 of the Public Records of Polk County, Florida.

LESS AND EXCEPT:

Commence at the Northwest corner of the Southwest $\frac{1}{4}$ of Section 32, Township 26 South, Range 25 East, Polk County, Florida and run thence South $02^{\circ}07'17''$ East, along the West boundary of said Section a distance of 135.27 feet to the Point of Beginning; thence North $44^{\circ}01'36''$ East a distance of 69.3 feet to the Southerly right-of-way line of State Road No. 33; thence west to the west boundary of said Section 32; thence South along the west boundary of said Section to the Point of Beginning.

LESS AND EXCEPT:

Commence at the Northwest corner of the Southwest $\frac{1}{4}$ of Section 32, Township 26 South, Range 25 East, Polk County, Florida and run thence South $02^{\circ}07'17''$ East, along the West boundary of said Section a distance of 135.27 feet to the Point of Beginning; continue thence South $02^{\circ}07'17''$ East, along said Section boundary 987.72 feet; run thence North $85^{\circ}17'24''$ East 122.23 feet to the beginning of a curve to the left having a radius of 480.00 feet and a central angle of $24^{\circ}19'12''$; run thence Northeasterly along said curve an arc distance of 203.74 feet; run thence North $03^{\circ}40'51''$ West, 130.54 feet to a point on a curve whose radius point lies North $36^{\circ}41'32''$ West 370.49 feet; run thence Northeasterly along said curve through a central angle of $03^{\circ}01'10''$, an arc distance of 19.74 feet to the beginning of a curve to the right having a radius of 635.00 feet and a central angle of $55^{\circ}15'01''$; run thence Northeasterly and Southeasterly along said curve an arc distance of 612.33 feet; run thence South $74^{\circ}46'36''$ East, 526.67 feet; run thence North $86^{\circ}26'04''$ East, 197.62 feet to the beginning of a curve to the left having a radius of 50.00 feet and a central angle of $89^{\circ}44'37''$; run thence Northeasterly and Northwesterly along said curve an arc distance of 78.32 feet; run thence North $03^{\circ}18'33''$ West, 389.20 feet; run thence North $36^{\circ}38'05''$ West, 348.54 feet; run thence North $03^{\circ}31'56''$ West, 165.15 feet to the Southerly right-of-way line of State Road No. 33; run thence South $86^{\circ}24'33''$ West, along said right-of-way line 292.98 feet to the beginning of a curve to the right having a radius of 17308.74 feet and a central angle of $03^{\circ}40'00''$; run thence Southwesterly along said curve and right-of-

way line an arc distance of 1107.68 feet; run thence South 44°01'36" West, 69.30 feet to the Point of Beginning.

AND:

East 1/2 of the Northeast 1/4 of Section 6, Township 27 South, Range 25 East, Polk County, Florida, LESS AND EXCEPT MT. OLIVE SHORES NORTH SECOND ADDITION as recorded in Plat Book 122, Pages 21 & 22, Public Records of Polk County, Florida.

AND:

That part of Southeast Quarter of the Southeast Quarter of Section 31, Township 26 South, Range 25 East, Polk County, Florida, lying South of Mt. Olive Shores North First Addition as recorded in Plat Book 110, pages 26 and 27, Public Records of Polk County, Florida and lying East of Mt. Olive Shores North Second Addition as recorded in Plat Book 122, pages 21 and 22, Public Records of Polk County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTION OF III PROPERTY

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the part of the South $\frac{1}{2}$ of the N/E $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 5, Township 27 South, Range 25 East, Polk County, Florida, described as follows: Beginning at the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; run thence North 89°58'30" West along the South boundary thereof, a distance of 1323.94 feet to the SW corner of said south $\frac{1}{2}$; thence North 0°06' West, a distance of 659.65 feet to the NW corner of said South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence run Southwesterly, a distance of 1475 feet, more or less to the POINT OF BEGINNING.

AND

The South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 5, Township 27 South, Range 25 East, Polk County, Florida.

TOGETHER WITH that certain Non-Exclusive Roadway Easement as set forth and described in Official Records Book 2771, Page 119, of the public records of Polk County, Florida.

EXHIBIT "C"

LEGAL DESCRIPTION OF ANCHOR PROPERTY

The West Half of the Southwest Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 32, Township 26 South, Range 25 East, Polk County, Florida.

EXHIBIT "D"

FILED

**ARTICLES OF INCORPORATION
OF
MT. OLIVE SHORES NORTH II OWNERS' ASSOCIATION, INC.,
A CORPORATION NOT FOR PROFIT**

2005 JAN -7 A 11:56
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

In compliance with the requirements of the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is MT. OLIVE SHORES NORTH II OWNERS' ASSOCIATION, INC. (the "Association").
2. Principal Office. The initial principal office of the Association is 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801. The mailing address of the Association is 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 500 South Florida Avenue, Suite 800, Lakeland, Florida 33801. The name of the Registered Agent of the Association is Craig B. Hill.
4. Definitions. A declaration entitled Master Declaration of Covenants, Conditions and Restrictions for Mt. Olive Shores North II has been or will be recorded in the Public Records of Polk County, Florida (the "Declaration"), and shall govern all of the operations of a community to be known as Mt. Olive Shores North II ("Community"). All initially capitalized terms not defined herein shall have the meanings ascribed thereto in the Declaration.
5. Purpose of Association. The Association is formed to:
 - 5.1. Provide for operation, maintenance and preservation of the Common Areas and improvements thereon.
 - 5.2. Provide for ownership, operation, maintenance and preservation of the Surface Water Management System Facilities.
 - 5.3. Perform the duties delegated to it in the Declaration.
 - 5.4. Administer the interests of the Association and the Owners.
 - 5.5. Promote the health, safety and welfare of the Owners.
 - 5.6. Collect assessments and other amounts due, if any, to the Association and remit the same to the Association.

6. Not For Profit. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its Members.

7. Powers of Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to the following:

7.1. To perform all the duties and obligations of the Association set forth in the Declaration, these Articles of Incorporation ("Articles"), and the Bylaws of the Association ("Bylaws") and to take any other action necessary for the purposes for which the Association is organized.

7.2. To enforce and interpret, by legal action or otherwise, the provisions of the Declaration, these Articles, and the Bylaws, and the rules, regulations, covenants, restrictions and/or agreements governing or binding the Association and the Community, either for the benefit of the Association, directly, or in conjunction with, or on behalf of, the Owners.

7.3. To operate, maintain and improve the Common Areas and to promote rules and regulations for use of the Common Areas by the Owners.

7.4. To operate and maintain the Surface Water Management System Facilities, which includes, without limitation, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, subject to the rules and regulations of Southwest Florida Water Management District.

7.5. To fix, levy, collect and enforce payment, by any lawful means, of all assessments payable pursuant to the terms of the Declaration, these Articles, and the Bylaws.

7.6. To fix, levy, collect, and enforce payment, by any lawful means, of all fines imposed in accordance with Florida Statutes, Chapter 617 and Florida Statutes, Chapter 720 and the terms of the Declaration, to maintain order within the Community and to encourage observance of the terms of the Declarations, these Articles and the Bylaws

7.7. To pay all Association expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Common Areas, if any, or other property of the Association.

7.8. To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration.

7.9. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.10. To dedicate, grant, license, lease, create easements upon, sell or transfer all or any part of, the Common Areas, if any, to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines subject only to requirements in the Declaration, if any.

7.11. To participate in mergers and consolidations with other not for profit corporations organized for the same purposes.

7.12. To employ personnel and retain independent contractors to contract for management of the affairs of the Association, the Community, the Surface Water Management System Facilities, and the Common Areas, if any, as provided in the Declaration and to delegate in such contract all or any part of the powers or duties of the Association.

7.13. To contract for services, if any, to be provided to, or for the benefit of, the Association, Owners, the Common Areas, the Surface Water Management System Facilities, and the Community, as provided in the Declaration such as, but not limited to, maintenance, garbage pick-up, and utility services.

7.14. To establish committees and delegate certain of its functions to those committees.

7.15. To sue and be sued.

7.16. To contract for services to be provided for operation and maintenance of the Surface Water Management System Facilities if the Association contemplates employing a maintenance company.

7.17. To require all Owners to be members of the Association.

7.18. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions, or agreements governing the Association, the Community, the Common Areas, and the Surface Water Management System Facilities and to take any other action necessary for the purposes for which the Association is organized.

7.19. To have and to exercise any and all powers, rights and privileges which a not for profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

8. Association Lawsuits. The Board shall have no duty to bring any suit against any party and the Board is permitted to apply a rule of reasonableness when determining whether to bring suit against any party.

9. Membership and Voting Rights. Each Owner and Declarant shall be a Member of the Association. Owners and Declarant shall have the voting rights set forth in the Declaration and the Bylaws, however, the Bylaws shall not be inconsistent with the Declaration.

10. Board of Directors. The affairs of the Association shall be managed by a board of directors having an odd number with not less than three (3) nor more than five (5) members ("Board"). The initial number of directors shall be three (3). The names and addresses of the initial directors of the Association are as follows:

George Bochis	500 South Florida Avenue, Suite 700 Lakeland, Florida 33801
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William C. Reynolds	500 South Florida Avenue, Suite 700 Lakeland, Florida 33801
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Lawrence T. Maxwell	500 South Florida Avenue, Suite 700 Lakeland, Florida 33801
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The members of the Board shall be appointed and/or elected as stated in the Bylaws. The initial members of the Board or successors of the initial members of the Board as appointed in the event of the removal or disability of one or all of said Directors, shall hold office until the next annual meeting of the Members, at which time the successors shall be elected. Each Director thereafter shall hold office until the next annual meeting of the Members and until his or her successor shall have been elected and qualified, or until removed by a majority vote of the Members for misfeasance or malfeasance, at a special meeting of the Members called for that purpose. However, notwithstanding the foregoing or anything to the contrary contained herein, the Declarant shall have the sole and exclusive right to elect and designate all of the Directors until the Turnover Date.

11. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any Owner may petition the Circuit Court having jurisdiction over the Community for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Surface Water Management System Facilities and Common Areas, if any, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

12. Duration. The Association shall have perpetual existence; however, if the Association is dissolved, the control or right of access to the property containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the Surface Water Management System Facilities shall be conveyed to a not for profit corporation similar to the Association.

13. Amendments.

13.1. General Restriction on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever.

13.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, as defined in the Declaration, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to the Turnover Date, the Association must first obtain Declarant's prior written consent to any proposed amendment, which consent may be withheld for any reason whatsoever. After receiving the Declarant's consent to the proposed amendment, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover Date. After approval of the amendment by the Board, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

13.3. Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended at an annual or special meeting called for that purpose by the approval of at least two-thirds (66 2/3 %) of the Board of Directors or the membership of the Association, provided that notice of the text of each proposed amendment was sent to the Members with notice of the meeting.

14. Limitations.

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

14.2. Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, affect or modify the rights of Declarant.

14.3 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

15. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers (individually, "Officer" and collectively, "Officers") as the Board shall from time to time determine. Officers shall be appointed/elected as stated in the Bylaws.

16. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost 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 the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer 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 Officer may be entitled.

17. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or Declarant, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, a meeting of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

18. Severability. Invalidation of any of the provisions of these Articles by judgment or court order shall in no way effect any other provision, and the remainder of these Articles shall remain in full force and effect.

19. Conflicts. In the case of any conflict between the Bylaws and these Articles, these Articles shall control; in the case of any conflict between the Declaration and these Articles, the Declaration shall control.

IN WITNESS WHEREOF, I, the undersigned subscribing incorporator, have hereunto set my hand and seal this 5th day of January, 2005, for the purpose of forming this corporation not for profit under the Laws of the State of Florida.

William C. Reynolds
William C. Reynolds, its Incorporator

Address: 500 South Florida Avenue, Suite 700
Lakeland, Florida 33801

STATE OF FLORIDA
COUNTY OF POLK

The foregoing Articles of Incorporation were acknowledged before me this 5th day of January, 2005, by William C. Reynolds, as incorporator of MT. OLIVE SHORES NORTH II OWNERS' ASSOCIATION, INC., a Florida not for profit corporation [] who is personally known to me or [] has produced a Florida driver's license as identification.



Deranda R. Stevens
MY COMMISSION # DD074750 EXPIRES
November 27, 2005
BONDED THRU TROY FAIN INSURANCE, INC.


Deranda R. Stevens
Printed Name: DERANDA R. STEVENS
Notary Public

State of Florida at Large
My Commission Expires:
(SEAL)

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED**

Pursuant to Florida Statutes, Chapter 48.091 and Chapter 617.0501, the following is submitted, in compliance with said Act:

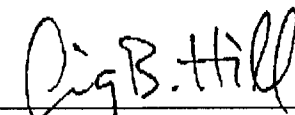
That MT. OLIVE SHORES NORTH II OWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office as indicated in the Articles of Incorporation, at 500 South Florida Avenue, Suite 800, Lakeland, Florida 33801, has named Craig B. Hill, 500 South Florida Avenue, Suite 800, Lakeland, Florida 33801, as its agent to accept service of process within this state.



William C. Reynolds, Its Incorporator

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity and agree to comply with the provision of said Act relative to keeping open said office. I am familiar with and accept the obligations of Florida Statutes, Chapter 48 and Chapter 617.



Craig B. Hill, Registered Agent

FILED
NOTARY PUBLIC
STATE OF FLORIDA
JUL 24 2007
10 11 AM '07

EXHIBIT 'E'

**BYLAWS OF
MT. OLIVE SHORES NORTH II OWNERS' ASSOCIATION, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION**

ARTICLE I. NAME AND LOCATION

The name of the corporation is MT. OLIVE SHORES NORTH II OWNERS' ASSOCIATION, INC. The initial principal office of the corporation shall be located at 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801, but meetings of Members and Directors may be held at such places within or outside the State of Florida as may be designated by the Board of Directors. The address of the principal office may be changed from time to time by the Board of Directors.

ARTICLE II. DEFINITIONS

A declaration entitled Master Declaration of Covenants, Conditions and Restrictions for Mt. Olive Shores North II has been or will be recorded in the Public Records of Polk County, Florida (the "Declaration"), and shall govern all of the operations of a community to be known as Mt. Olive Shores North II ("Community"). All initially capitalized terms not defined herein shall have the meanings ascribed thereto in the Declaration.

ARTICLE III. MEMBERS

3.1. Membership in the Association. Every Owner shall be a Member of the Association and membership shall be established as set forth in the Declaration.

3.2. Voting Rights. Voting rights shall be as set forth in the Declaration. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners of each Lot shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Any Member who is delinquent in the payment of any charges duly levied by the Association against the Lot shall not be entitled to vote until all such charges together with any penalties as the Board of Directors of the Association may impose have been paid.

3.3. Termination of Membership. Membership in the Association terminates when such Member ceases to be an Owner of a Lot.

3.4. Transfer of Membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.5 Membership Records. The Secretary of the Association shall make and currently maintain a complete list of Members of the Association and the number of votes each said Member has at all Association meetings. The Secretary shall maintain to the best of his/her knowledge, information and belief, current mailing addresses for all said Members.

ARTICLE IV. MEETINGS OF MEMBERS

4.1. Annual Meetings. The first annual meeting of the Members for the election of Directors and the transaction of other business shall be held within one (1) year from the date of incorporation of the Association, which date shall be established by appropriate resolution of the Directors. Notwithstanding the foregoing or anything to the contrary contained herein, the Declarant shall have the right to appoint the Directors until the Turnover Date. Members shall meet at least once each calendar year, and the meeting shall be the annual meeting. At the first annual meeting of Members, the month for all subsequent annual meetings shall be established and all subsequent annual meetings shall be held on the date and at the time and place that the Directors determine. If the date for any annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

4.2. Special Meetings. Special meetings of Members may be called at any time by the President or by the Board of Directors, or upon written request by a majority of the total number of Members. A special meeting requested by Members shall be called for a date not less than ten (10) nor more than sixty (60) days after the request is made, unless the Members requesting the meeting designate a later date. The Secretary shall issue the call for the meeting, unless the President, the Board of Directors, or the Members requesting the meeting designate another person to do so.

4.3. Place of Meetings. Meetings of Members may be held either within or outside the State of Florida.

4.4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the President, the Secretary, or any one of the Officers (hereinafter defined) or other persons calling the meeting by mailing a copy of such notice, postage prepaid, or electronically delivered at least fourteen (14) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied in writing by such Member to the Association for the purpose of receiving notice. Further written notice may be given by posting in a conspicuous place on the Common Areas of a notice of the meeting at least fourteen (14) days prior to the meeting. Such notice shall specify the day, hour and place of the meeting, and in the case of a special meeting, the purpose of the meeting. Business conducted at a special meeting shall be limited to the purposes described in the notice of the meeting.

4.5. Waiver of Notice. A written Waiver of Notice signed by a Member, whether before or after the meeting, shall be equivalent to the giving of such notice. Neither the affairs transacted nor the purpose of the meeting need be specified in the Waiver of Notice. Any certificate to be filed

as a result of the members action under this Section shall state that written consent was given in accordance with the applicable provisions of Chapter 617 of the Florida Statutes. The attendance of a Member at a meeting, either in person or in proxy, shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of such meeting, the time of the meeting or the manner in which it has been called or convened, unless the Member states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

4.6. Quorum. The presence at a meeting in person or by proxy of Members to cast ten percent (10%) of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, these Bylaws or by law. After a quorum has been established at a Member's meeting, the subsequent withdrawal of Members so as to reduce the number of Members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the new time, date and place, until a quorum as aforesaid shall be present or be represented. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

4.7. Proxies. At all meetings of Members, each Member may vote in person or by proxy in the manner provided by law. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. All proxies shall be in writing and filed with the Secretary, or other individual designated by the Board, prior to the start of the meeting. Proxies shall be effective only for the specific meeting for which originally given, and proxies shall automatically expire ninety (90) days after the date of the meeting for which originally given. Proxies shall be revocable at any time at the pleasure of the Member who executes it, and the proxy of any Owner shall automatically terminate on conveyance by Owner of his or her Lot.

4.8. Action Without Meeting. Any action of the Members may be taken without a meeting, without prior notice and without vote, if a written consent setting forth the action so taken is signed by a majority of the Members of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4.9. Voting Record. If the Association has six (6) or more Members of record, the Officers who have the membership records of the Association shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof. The list shall be kept on file at the registered office of the Association or at the principal place of business of the Association, and any Member shall be entitled to inspect a list at any time during normal business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member at any reasonable time during the meeting.

4.10. Absentee Ballots. Absentee ballots will be permitted in connection with votes on such matters as the Directors shall permit from time to time, including, annual meetings of the Members. In the event absentee ballots are permitted, they will only be available to those Members who are physically absent from Community at the time the meeting is to be held or they have a physical disability or limitation which makes it impossible for them to attend the meeting. If an absentee ballot is permitted, the Directors or the Secretary of the Association shall mail the ballot to the Member who shall return the ballot to the Directors or the Secretary no later than three (3) days prior to the meeting. Any absentee ballot may be revoked at the meeting in the event that the Member voting by absentee ballot is present at the meeting. Absentee ballots may be considered for purposes of establishing a quorum only on those matters voted on in the absentee ballot.

4.11. Order of Business. The order of business at the annual meeting of the Members and as far as practicable at other meetings, shall be:

- (a) call of the roll,
- (b) proof of notice of meeting,
- (c) reading and disposition of any unapproved minutes,
- (d) the report of officers,
- (e) report of committees,
- (f) appointment of inspectors of election,
- (g) election of directors,
- (h) unfinished business,
- (i) new business,
- (j) adjournment.

4.12. Right to Speak. Each Member shall have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any provision to the contrary in the Articles of Incorporation, the Declaration or these Bylaws, or any rules adopted by the Board of Directors or by the membership, a Member shall have the right to speak for at least three (3) minutes on any item, provided that the Member submits a written request to speak prior to the meeting. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this subsection.

ARTICLE V. BOARD OF DIRECTORS

5.1 Function. All corporate power shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the Board of Directors. The Directors have a fiduciary relationship to the Members.

5.2. Number. The affairs of the Association shall be managed by a Board of Directors of odd number with not less than three (3) nor more than five (5) members. The initial number of Directors shall be three (3).

5.3. Qualifications. Directors must be natural persons who are 18 years of age or older but need not be residents of the State of Florida and need not be Members of the Association.

5.4. Term of Office. The present members of the Board of Directors or successors of the present members of the Directors as appointed by them in the event of the removal or disability of one or all of said Directors, shall hold office until the next annual meeting of the Members, at which time the successors shall be elected. Each Director thereafter shall hold office until the next annual meeting of the Members and until his or her successor shall have been elected and qualified, or until removed by a majority vote of the Members for misfeasance or malfeasance, at a special meeting of the Members called for that purpose.

5.5. Compensation. No Director or Officer shall receive compensation for any service he or she may render to the Association. However, any Director or Officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

5.6. Election of Directors. Subsequent to the Turnover Date (at which time Developer will no longer have the sole and exclusive right to elect and designate all of the Directors), the election of the Directors shall be in the following manner:

(a) No later than two (2) months prior to the annual meeting of the Members, the President shall appoint a nominating committee consisting of a chair person and four (4) other persons who shall be Members in good standing of the Association. The nominating committee shall compile a list of qualified nominees and present a report to the Board of Directors at least twenty-one (21) days before the annual meeting of the Members.

(b) At the annual meeting of the Members, the nominating committee will present their list of qualified nominees to the membership. To qualify to serve as a Director, the person nominated must be eighteen (18) years of age or older, except those designated by the Developer. Any number of persons may be presented as nominees and nominations may be made from the floor if properly qualified.

(c) Each nominee must either accept or decline the nomination. If unable to be present at the meeting, a letter from the nominee accepting the nomination must be submitted to the Secretary before the meeting. At the annual meeting, the President shall appoint one (1) of the

members to be a chairperson for the election committee who will select other Members to assist with the election process and the counting of ballots.

(d) The election shall be by a majority vote and shall be by secret ballot. Election will be by a plurality of votes cast, each person voting being entitled to cast his or her vote for as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.7. Annual Meetings. The Board of Directors shall hold its annual meeting at the same place as and immediately following each annual meeting of Members for the purpose of the election of Officers and the transaction of such other business as may come before the meeting. If a majority of the Directors are present at the annual meeting of Members, no prior notice of the annual meeting of the Board of Directors shall be required. However, another place and time for such meeting may be fixed by written consent of all of the Directors.

5.8. Regular Meetings. Regular meetings of the Board of Directors may be held without notice except for posting of notices as specified in Paragraph 5.12 at such time and at such place as shall be determined from time to time by the Board of Directors.

5.9. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors (if there is one), the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

5.10. Telephone Meetings. Directors may participate in meetings of the Board of Directors by means of a telephone conference or similar communications equipment by which all persons participating can hear each other at the same time, and participation by such means shall constitute presence in persona at such a meeting.

5.11. Action Without Meeting. Any action of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken signed by all of the Directors is filed in the minutes of the Association or the Board of Directors, as applicable. Such consent shall have the same effect as a unanimous vote.

5.12. Notice and Waiver. All meetings of the Board of Directors must be open to all Members except for meetings 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 the attorney-client privilege. Notice of any special meeting shall be given at least three (3) days prior thereto by written notice delivered personally, by mail or by facsimile to each Director at his

or her address or facsimile number. If mailed, such notice shall be deemed to be delivered three (3) days after being deposited in the United States Mail with postage prepaid. If notice is given by facsimile transmission, such notice shall be deemed to be delivered when the facsimile transmission is delivered as reflected on a facsimile confirmation sheet. Any Director may waive notice of any meeting, whether before, at, or after such meeting by executing a waiver of notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of such meeting or the manner in which it has been called or convened except when a Director states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened. Notices of all Board meetings must be posted in a conspicuous place within the Common Areas at least forty eight (48) hours in advance of each Board meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that the assessments will be considered and the nature of the assessments.

5.13. Quorum and Voting. A majority of Directors in office shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall constitute the action of the Board of Directors. If less than a quorum is present, then a majority of those Directors present may adjourn the meeting from time to time without notice until a quorum is present. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers.

5.14. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors even though it is less than a quorum of the Board of Directors, unless otherwise provided by law or the Articles of Incorporation. However, if applicable, any Director which the Developer selected shall be replaced by a person designated by the Developer. A Director elected to fill a vacancy shall hold office only until the next election of Directors by the Members.

5.15. Removal. At any meeting of Members called expressly for that purpose, any Director or Directors may be removed from office, with or without cause, by vote of a majority of the Members then entitled to vote at an election of Directors. New Directors may be elected by the Members for the unexpired terms of Directors removed from office at the same meetings at which such removals are voted upon. If the Members fail to elect persons to fill the unexpired terms of the removed Directors, and if the Members did not intend to decrease the number of Directors to serve on the Board of Directors, then the vacancies unfilled shall be filled in accordance with provisions in these Bylaws for vacancies.

5.16. Resignations. Any Director may resign at any time by submitting a written resignation which shall take effect at the time and as specified in the notice of resignation or if no time is specified, at the time of receipt by the President. The acceptance of a resignation shall not be necessary to make it effective.

5.17. Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any Association matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting because of an asserted conflict of interest.

5.18. Increase of Number of Directors. The number of Directors may be increased by amendment to these Bylaws by the affirmative vote of a majority of the Members at the annual meeting or at a special meeting called for that purpose. The additional Directors may be chosen at such annual meeting by a majority vote of the Members. Such new Directors shall hold office until the next annual meeting and until the election, qualification and taking office of their successors.

5.19. Powers. All corporate powers shall be vested in and exercised under the authority of the Board of Directors and the management and affairs of the Association shall be controlled by the Board of Directors. The Board of Directors shall have all powers given to the Directors by the Articles of Incorporation, these Bylaws, the Declaration and Florida law and in addition shall have powers to:

- (a) Suspend the voting rights of a Member during any period in which such Member shall be delinquent in the payment of any charges duly levied by the Association;
- (b) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation or by other provisions of these Bylaws;
- (c) Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the Board of Directors or six (6) regular meetings during any calendar year; and
- (d) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

5.20. Duties. It shall be the duty of the Board of Directors to:

- (a) Supervise all Officers, agents, and employees of the Association and see to it that their duties are properly performed.
- (b) Fix the amount of the annual assessment against each Lot in advance of each annual assessment period, in accordance with the assessment provisions set forth in the Declaration;

(c) Send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and

(d) Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same.

(e) Issue, or cause an appropriate Officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board of Directors may impose a reasonable charge for the issuance of these certificates;

(f) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

(g) Cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(h) Perform the maintenance, repair or replacement required to be performed by the Association as provided in the Declaration.

5.21. Petition by Members. If twenty percent (20%) of the total voting interests petition the Board of Directors to address an item of business, the Board of Directors shall at its next regular meeting or at a special meeting of the Board of Directors, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. Notice of the meeting at which the petitioned item shall be addressed shall be provided to the Members by mail, delivery, or electronic transmission and posted in a conspicuous place within the Common Areas not less than fourteen (14) days before the meeting at which said petition shall be heard. Each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for Members wishing to speak. Other than addressing the petitioned item at the meeting, the Board of Directors is not obligated to take any other action requested by the petition.

ARTICLE VI. OFFICERS AND THEIR DUTIES

6.1. Officers. The Officers of this Association shall be a President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers (individually, "Officer" and collectively, "Officers") as the Board shall from time to time determine, each of whom shall be elected by the Board of Directors. A Chairman of the Board of Directors, and such other Officers and assistant Officers as may be deemed appropriate may be elected by the Board of Directors from time to time. Any two (2) or more offices may be held by the same person. Officers need not be residents of the State of Florida and need not be Members of the Association. A failure to elect a President, Secretary or Treasurer shall not affect the existence of the Association.

6.2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at its meeting after each annual meeting of Members. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until his or her successor shall have been duly elected and shall have qualified, or until his or her death, or until he or she shall resign or shall have been removed in the manner hereinafter provided.

6.3. Removal. Any Officer may be removed from office at any time, with or without cause, on the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby. Removal shall be without prejudice to any contract rights of the person so removed, but election of an Officer shall not of itself create contract rights.

6.4. Vacancies. Vacancies in offices, however occasioned, may be filled at any time by election by the Board of Directors for the unexpired terms of such offices.

6.5. Duties. The Chairman of the Board, or the President if there is no Chairman of the Board, shall preside at all meetings of the Board of Directors and of the Members. The President shall be the chief executive officer of the Association and shall, in general, control all of the business and affairs of the Association. The Vice President shall, in the case of the absence or disability of the President, perform all of the duties of the President. The Vice President shall perform such other duties as may be assigned by the Board of Directors or the President. The Secretary shall keep a record of the proceedings of the meetings of the Board of Directors and the meetings of the members of the corporation. The Secretary shall also keep an accurate record of the attendance at meetings and shall have charge of the corporate seal and shall affix the corporate seal to such instruments as are authorized by the Board of Directors. The Treasurer shall have charge of the funds of the Association and shall keep a correct account of all monies received and disbursed by the corporation. The Treasurer shall present a financial report to the Board of Directors at each regular Board meeting for the period since the date of the last Board meeting. The Treasurer shall also present a report of the receipts and disbursements for the previous year and a budget for the upcoming year at each

annual meeting of the Association. Subject to the foregoing, the Officers of the Association shall have such powers and duties as usually pertain to their respective offices and such additional powers and duties specifically conferred by law, by the Articles of Incorporation, by the Declaration, by these Bylaws, or as may be assigned to them from time to time by the Board of Directors.

6.6. Delegation of Duties. In the absence or disability of any Officer of the Association or for any other reason deemed sufficient by the Board of Directors, the Board may delegate his or her powers or duties to any other Officer or to any other Director.

6.7. Compensation. Officers of the Association shall not receive any compensation for acting as such.

ARTICLE VII. COMMITTEES

7.1. Creation of Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate an Executive Committee and one (1) or more other committees.

7.2. Executive Committee. The Executive Committee (if there is one) shall consult with and advise the Officers of the Association in the management of its affairs and shall have and may exercise, to the extent provided in the resolution of the Board of Directors creating such Executive Committee, such powers of the Board of Directors as can be lawfully delegated by the Board of Directors.

7.3. Other Committees. Such other committees shall have such functions and may exercise such power of the Board of Directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or Committees.

7.4. Meetings. Regular meetings of the Executive Committee and other committees may be held without notice at such time and at such place as shall from time to time be determined by the Executive Committee or such other committees, and special meetings of the Executive Committee or other committees may be called by any member thereof upon two (2) days notice to the other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such committee, given either personally or in the manner provided in these Bylaws pertaining to notice of Board of Directors' meetings. Notwithstanding the foregoing, meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, shall be preceded by the posting of notice in a conspicuous place in the Community at least forty eight (48) hours in advance of a meeting, except in an emergency.

7.5. Vacancies. Vacancies on the Executive Committee or on other committees shall be filled by the Board of Directors then in office at any regular or special meeting of the Board of Directors.

7.6. Quorum. At all meetings of the Executive Committee or other committees, a majority of the committee's members then in office shall constitute a quorum for the transaction of business.

7.7. Manner of Acting. The acts of a majority of the members of the Executive Committee or other committees present at any meeting at which there is a quorum shall be the act of such committee.

7.8. Minutes. The Executive Committee (if there is one) and the other committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

ARTICLE VIII. ASSESSMENTS

The assessments levied by the Association shall be for the improvement, maintenance and operation of the Community. Assessments shall be, including without limitation, computed, levied, collected and enforced as set forth in the Declaration.

ARTICLE IX. MINUTES, BOOKS, RECORDS AND REPORTS

9.1. Minutes. Minutes of all meetings of the Members of the Association and of the Board of Directors of the Association shall be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

9.2. Report to Members. In accordance with Florida law, the Association shall send an annual report to the Members of the Association not later than sixty (60) days after the close of each fiscal year of the Association. Such report shall include a balance sheet as of the close of the fiscal year of the Association and a revenue and disbursement statement for the year ending on such closing date. Such financial statements shall be prepared from and in accordance with the books of the Association, in conformity with generally accepted accounting principles applied on a consistent basis. Such report shall be made public by mailing it to each Owner addressed to the Member's address last appearing on the books of the Association or supplied in writing by such Member to the Association for the purpose of receiving notice, by posting in a conspicuous place on the Common Areas or publishing it in a publication regularly distributed in the Community.

9.3. Inspection of Corporate Records. The official records of the Association shall be maintained within the State of Florida and in accordance with the law in effect at the time this Declaration is recorded, as such law may be amended from time to time. The requirement for maintenance and inspection of the official records of the Association may be complied with by having a copy of the official records available for inspection or copying within the Community. The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to Members and prospective members, and may charge its actual costs for reproducing and furnishing.

ARTICLE X. CORPORATE SEAL

The Association shall have the name of the corporation and the word "seal" inscribed on it, and may be engraved, printed, or an impression seal.

ARTICLE XI. FISCAL YEAR

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

ARTICLE XII. AMENDMENTS

These Bylaws may be repealed or amended, and additional Bylaws may be adopted, if approved at an annual or special meeting called for that purpose by either a vote of a majority of the Board of Directors or by a majority vote of the total number of Members, but the Board of Directors may not amend or repeal any Bylaw adopted by Members if the Members specifically provide that the Bylaw is not subject to amendment or repeal by the Board of Directors. Notwithstanding any other provision herein to the contrary, no amendment to these Bylaws shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever.

ARTICLE XIII. CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.