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Inst:201560016863 Date:5/27/2015 Time:10:50 AM
DC,Gloria R. Hayward,Sumter County Page 1 of 87 B:2963 P:214



This instrument prepared by
and after recording return to:

✓ Jonathan S. Dean, Esquire
11714 NE 62nd Terrace, Suite 400
The Villages, FL 32162

Exhibit 1: Articles of Incorporation
Exhibit 2: Bylaws
Exhibit 3: Submitted Land

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR LAKESIDE LANDINGS

This **Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Lakeside Landings** is made this ___ day of May, 2015 by Power Corporation, a Florida corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant caused the Master Declaration of Covenants, Conditions, Restrictions and Easements for Lakeside Landings to be recorded in Official Records Book 1486, pages 459 through 540 (2005-42833) in the Public Records of Sumter County, Florida (the "Original Master Declaration");

WHEREAS, the Original Master Declaration provides in its Development Plan a method for the Declarant to add additional Common Property and Neighborhoods at Sections 4.01 and 2.02 of the Original Master Declaration, respectively, and the Declarant has added Common Property and Neighborhoods to the Original Master Declaration;

WHEREAS, the Original Master Declaration by its own terms submitted the Neighborhood known as Anchor Villas on Lake Miona, a Condominium, to the Original Master Declaration provisions, the legal description for which Neighborhood is attached as Exhibit 3-1;

WHEREAS, the Original Master Declaration was supplemented by Supplemental Declaration recorded in Official Records Book 1534, pages 628 through 632 (2006-6887) submitting the Neighborhood known as Bay Villas on Lake Miona, a Condominium, to the Original Master Declaration provisions, the legal description for which Neighborhood is attached as Exhibit 3-2;

WHEREAS, the Original Master Declaration was supplemented by Supplemental Declaration recorded in Official Records Book 1574, pages 728 through 730 (2006-15356) submitting the Neighborhood known as Compass Pointe Villas on Lake Miona, a Condominium, to the Original Master Declaration provisions, the legal description for which Neighborhood is attached as Exhibit 3-3;

WHEREAS, the Original Master Declaration was supplemented by Supplemental Declaration recorded in Official Records Book 1574, pages 742 through 746 (2006-15359) submitting the Neighborhood known as Melrose Gardens at Lakeside Landings Unit One to the Original Master Declaration provisions, the legal description for which Neighborhood is attached as Exhibit 3-4;

WHEREAS, the Original Master Declaration was supplemented by Supplemental Declaration recorded in Official Records Book 1603, pages 177 through 179 (2006-21003) submitting the Neighborhood known as Melrose Gardens at Lakeside Landings Unit Two to the Original Master Declaration provisions, the legal description for which Neighborhood is attached as Exhibit 3-5;

WHEREAS, the Original Master Declaration was supplemented by Supplemental Declaration recorded in Official Records Book 1603, pages 163 through 167 (2006-21000) submitting the Neighborhood known as Dory Villas on Lake Miona, a Condominium, to the Original Master Declaration provisions, the legal description for which Neighborhood is attached as Exhibit 3-6;

WHEREAS, the Original Master Declaration was supplemented by Supplemental Declaration recorded in Official Records Book 1721, pages 243 through 247 (2007-3605) submitting the Neighborhood known as Magnolia Place at Lakeside Landings Unit 1 to the Original Master Declaration provisions, the legal description for which Neighborhood is attached as Exhibit 3-7;

WHEREAS, the Original Master Declaration was supplemented by Supplemental Declaration recorded in Official Records Book 1983, page 623 (2008-22392) submitting the Neighborhood known as Azalea Grove at Lakeside Landings to the Original Master Declaration provisions, the legal description for which Neighborhood is attached as Exhibit 3-8;

WHEREAS, the Original Master Declaration was supplemented by Supplemental Declaration recorded in Official Records Book 2127, page 448 (2009-29333) submitting the Neighborhood known as Regatta at Lakeside Landings to the Original Master Declaration provisions, the legal description for which Neighborhood is attached as Exhibit 3-9;

WHEREAS, the Original Master Declaration was amended in Supplemental Declaration to Master Declaration as recorded in Official Records Book 2365, Page 152 (2011-60063271) submitting the Neighborhood known as Regatta Two at Lakeside Landings to the Original Master Declaration provisions, the legal description for which Neighborhood is attached as Exhibit 3-10;

WHEREAS, the Original Master Declaration was supplemented by Supplemental Declaration recorded in Official Records Book 2226, page 591 (2010-23610) submitting the Neighborhood known as Edgewater at Lakeside Landings to the Original Master Declaration provisions, the legal description for which Neighborhood is attached as Exhibit 3-11;

WHEREAS, pursuant to Section 15.07 of the Original Master Declaration and Section 10.1 of the Association Bylaws, prior to turnover of control of the Association to non-developer owners, the Declarant has the right to amend the Original Master Declaration and the Bylaws;

WHEREAS, the turnover of control to non-developer owners has not occurred;

WHEREAS, the Declarant wishes to amend and restate the Original Master Declaration and Bylaws with respect to matters set forth in these Amended and Restated Declaration and Bylaws; and

NOW THEREFORE, the Declarant hereby declares that lands submitted to this Declaration shall be held, sold, and conveyed subject to the following "Covenants," (as they may be amended from time to time), all of which are for the purpose of enhancing and protecting the value and enjoyment of said submitted lands. These Covenants shall run with the land, and the benefit and burden of them shall be binding upon all parties having or acquiring any right, title or interest in the submitted lands made subject to these Covenants. The Association shall have the authority to enforce this Declaration and any Covenants contained herein by all applicable means, including the filing of appropriate liens and actions at law and in equity.

ARTICLE 1 DEFINITIONS

Defined words and terms, when used in this Master Declaration or in any Amendment or Supplement thereto, shall, unless the context shall otherwise clearly indicate, have the meanings specified below, or in the section of this Master Declaration in which they first appear.

1.1 **"ARC"** means the Architectural Review Committee described in Article 10.

1.2 **"Architectural Review"** means the requirements of this Master Declaration that site plans and development plans for Improvements and Alterations to, and Landscaping of Property and structures thereof, be reviewed and approved. Where the context indicates, Architectural Review means the administrative process of Article 10.

1.3 **"Articles"** mean the Articles of Incorporation of the Master Association, a copy of which is attached hereto as Exhibit 1, as they may be amended from time to time.

1.4 **"Assessment"** means a charge against a particular Owner and his Lot or Unit, made by the Master Association in accordance with this Master Declaration.

The following meanings shall be given to the following types of Assessments:

(a) "Common Expense Assessment" means an Assessment upon the Owners of Lots and Units for their proportionate share of the Common Expenses.

(b) "Cable Assessment" means an Assessment levied against the Owner of each Improved Lot and Unit for such Owner's share of the Cable Expense.

1.5 "Board" means the Board of Directors of the Master Association.

1.6 "Bylaws" mean the Bylaws of the Master Association, a copy of which is attached hereto as Exhibit 2, as they may be amended from time to time.

1.7 "Cable Agreement" means any Cable Television Agreement between the Master Association and a Cable Provider, as it may exist from time to time.

1.8 "Cable Expenses" means amounts owed by the Master Association to the Cable Provider in accordance with the Cable Agreement.

1.9 "Cable Provider" means the entity providing services to the Master Association pursuant to a Cable Agreement;

1.10 "Code" means the Sumter County Land Development Code, as it may have been amended effective as of the date this Master Declaration is recorded.

1.11 "Commercial Property" means such lands that may from time to time be made subject to this Master Declaration and designated "Commercial Property" by Declarant.

1.12 "Common Expenses" means the actual and estimated cost of (a) administration and management of the Master Association, (b) maintenance, ownership and operation of the Common Property, (c) any item designated as a Common Expense, and (d) any material, service, tax, premium, assessment or charge reasonably or necessarily incurred by the Master Association arising from its ownership, operation, maintenance, management, administrative or other obligations set forth herein, in the Articles or Bylaws, or which are in furtherance of the purposes of the Master Association or that are incurred in discharge of any obligation expressly or impliedly imposed on the Master Association hereby.

1.13 "Common Property" means the lands, systems, facilities, rights and easements which may be deeded, leased, conveyed, granted, reserved or assigned to the Master Association and designated by Declarant as "Common Property," together with all improvements thereon and equipment, facilities and rights associated therewith or related thereto. Common Property includes personal property acquired by the Master Association if so designated. The Common Property shall include the unmanned entry gate, the main road from the entry gate to the lakefront, the clubhouse, two swimming pools and two tennis courts, the master surface water drainage system, including the Lakes in said system, the entryway fountain, security fencing and lighting, and other interior roads which are designated as Common Property

by the Declarant.

1.14 **"Community Service System"** means a system of facilities, installations, ownerships, rights, licenses, uses, improvements, equipment or fixtures devoted to and intended for the common use, benefit and enjoyment of the Owners and occupants of the Master Community, and their guests, whether in whole or in part deemed Common Property, or located within and being a part of a Lot, Unit, Neighborhood, or otherwise. By way of explanation, and not limitation, a Community Service System may include the Surface Water Management System, recreational facilities, private roads, private roads controlled by Neighborhood Associations within the Master Community, facilities to provide utilities, street lighting, administrative support programs, and where reasonably required for implementation of such systems, appropriate ownerships, interests, easements, servitudes, licenses and other use rights.

1.15 **"County"** means Sumter County, Florida, a political subdivision of the State of Florida. (Where County action is contemplated hereby, that action may be taken by the agent, official, or other designee as provided by the Code, as it may be amended from time to time.)

1.16 **"Declarant"** means Power Corporation, a Florida corporation, or its successors, assigns, nominees or designees, in whole or in part, as such Declarant.

1.17 **"Declaration"** means this Amended and Restated Master Declaration, including any amendments hereto and any Supplemental Master Declarations filed hereunder. The term "Declaration" shall have the same meaning as the term "Master Declaration" and the term "Master Covenants."

1.18 **"Development Documents"** mean declarations of covenants, conditions, restrictions or easements; declarations of condominium; homeowners' or property owners' declarations; association articles and Bylaws; and deed restrictions or covenants affecting the use and occupancy of parts of the Master Community that may be imposed upon parts of the Master Community by Declarant, and any subdivision, condominium or other plats, surveys, plot plans or graphic descriptions filed among the public records in accordance with the Development Plan, specific Governmental Approvals or other Development Documents. Neighborhood Documents are Development Documents.

1.19 **"Development Plan"** means the general development plan for the Master Community as it now exists, and as it may from time to time hereafter be amended. Development Plan includes the terms of the Governmental Approvals.

1.20 **Intentionally deleted.**

1.21 **Intentionally deleted.**

1.22 **"Effective Date"** means the date upon which the Original Master Declaration was recorded in the Public Records. (December 5, 2005).

1.23 **"Governmental Approvals"** mean all and singular those

development orders, site plan approvals, governmental stipulations, conditions, permits and requirements, as they may be amended from time to time, authorizing the development of the Master Community.

1.24 **"Improved Lot"** means a Lot upon which a residence has been constructed with a certificate of occupancy issued therefor, and which has been conveyed to an Owner who is an "End-User" as contemplated by the Cable Agreement, i.e. one who has purchased the Lot to reside thereon or to lease same.

1.25 **"Lot"** means a discrete lot or tract of land that is made subject to this Declaration, either now or at some future date, and upon which only a non-condominium residence(s) may be constructed.

The Declarant shall have the power to designate an area or tract as a "Lot" and shall have the power to change such designation; however, ultimately, when all the land that is to be submitted to this Declaration is submitted, there shall be some Lots (non-condominiums) included in the land made subject to this Declaration.

1.26 **"Master Association"** means Lakeside Landings Master Association, Inc., a Florida non-profit corporation, its successors and assigns.

1.27 **"Master Community"** means, at any time, all of the lands then subject to this Master Declaration.

1.28 **"Master Declaration"** means this Declaration, including any amendments hereto and any Supplemental Master Declarations filed hereunder. "Master Declaration" has the same meaning as "Declaration" and "Master Covenants."

1.29 **"Member"** means every person or entity qualified for membership in the Master Association. Members shall include the following:

- (a) The Declarant.
- (b) Owners of Units.
- (c) Owners of Lots.

1.30 **"Neighborhood"** means a part of the Master Community comprised of Lots or Units subject to common Development Documents (the "Neighborhood Documents"), no part of which area is also subject to other Development Documents applicable to such part only. A Neighborhood is the smallest area in the Master Community administered by an association. In the event of any question as to what constitutes a Neighborhood, the written determination of Declarant shall be final and binding on all Owners.

1.31 **"Neighborhood Association"** means an association responsible for the operation, maintenance or administration of a Neighborhood, in accordance with Neighborhood Documents. A Neighborhood Association is the smallest association in which any Owner is a member. In most cases, but not all, the Neighborhood

Association shall be a Condominium Association.

1.32 **"Neighborhood Documents"** mean recorded Development Documents affecting only a Neighborhood and administered by a Neighborhood Association.

1.33 **"Owner"** means the owner(s) of record of the fee simple title to any Lot or Unit, but excluding those having such interest merely as security for the performance of an obligation, (such as a mortgage holder) and excluding Declarant prior to the Turnover Date.

1.34 **"Parcel"** means any part of the property subject to this Declaration other than individual Units or Lots, Common Property, streets, roads or other lands owned by or dedicated to a governmental unit or agency or public utility company. A Parcel is typically a vacant tract planned for future development in accordance with the Development Plan, e.g. as subdivisions, condominiums, multi-family housing developments, Common Property or for commercial purposes.

1.35 **"Public Records"** means the Public Records of Sumter County, Florida.

1.36 **"Regular Members"** means Members other than Declarant.

1.37 **"Shared Expenses"** means expenses incurred by the Master Association pursuant to this Master Declaration that are shared by some or all of the Owners. Shared Expenses include Common Expenses and Cable Expenses.

1.38 **"Sub-Association Property"** means the lands, easements, licenses, servitudes, use rights, systems and facilities owned by or granted, reserved or assigned to a Neighborhood Association, together with all improvements thereon and equipment, facilities and rights associated or related thereto, together with any tangible personal property of any such Neighborhood Association.

1.39 **"Sub-Developer"** means an Owner of a Parcel whose ownership is for the primary purpose of effecting the development or sale of a part of the Master Community in accordance with the Development Plan. If a question arises as to whether an Owner is a Sub-Developer, Declarant's written determination is conclusive and binding on all Owners.

1.40 **"Surface Water Management System"** means those water management areas within the Master Community as defined by Rule 40D-4.021 (5), Florida Administrative Code, including but not necessarily limited to that system designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

1.41 **"Surface Water Management System Facilities"** means those

facilities that form a part of the Surface Water Management System, and shall include, but not necessarily be limited to, all inlets, ditches, swales, culverts, gutters, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

1.42 **"Turnover Date"** means the earlier of the following dates:

(a) Ninety (90) days after the date on which Declarant has conveyed its last Lot and Unit in the Master Community to an Owner other than Declarant; or

(b) December 31, 2020; or

(c) The effective date on which Declarant surrenders its right to Declarant Membership status in writing.

1.43 **"Unit"** means a residence in a condominium development within the Master Community.

ARTICLE 2 THE PROPERTY

2.1 **Existing Property.** The real property subject to this Master Declaration is described on Exhibit 3, attached hereto and made a part hereof.

2.2 **Additions to Existing Property.** Additional lands may become subject to this Master Declaration in the following manner, and when submitted shall be a part of the Property:

(a) **Additions.** Without consent of the Master Association or any Owner, Declarant shall have the right, but not the obligation, from time to time to subject to this Declaration all or any part of the property described on Exhibit 4, attached hereto and made a part hereof, as well as any property contiguous or lying in proximity to the property described on Exhibit 4. Such additions shall be made by filing a Supplemental Master Declaration, which shall extend the operation and effect of this Master Declaration to the property described therein. Supplemental Master Declarations may contain complementary additions and modifications hereto as may be determined by Declarant, provided that such additions and modifications are not substantially inconsistent with this Master Declaration.

(b) **Other Additions.** Upon approval in writing of the Master Association, pursuant to an affirmative vote of two-thirds of all Regular Members and the written consent of Declarant, the Owner (which may or may not be the Declarant) of other property who desires to subject it to this Master Declaration and the jurisdiction of the Master Association, may record a Supplemental Master Declaration, which shall extend the operation and effect of this Master Declaration to the property described therein. After five (5) years after the Turnover Date, the written consent of Declarant shall not be required.

2.3 **Withdrawal of Property.** Any property at any time submitted pursuant to the terms of this Master Declaration may be withdrawn therefrom by Declarant, or by another Owner thereof with the written consent of Declarant, provided that the right of such withdrawal shall not extend to any Lots or Units within a Neighborhood in which any Lots or Units are then owned by Regular Members unless the Master Association, by its Board, shall consent thereto.

ARTICLE 3 MEMBERSHIP IN MASTER ASSOCIATION

3.1 **Membership.** Only Owners of Lots and Owners of Units, and Declarant (prior to Turnover Date), shall be Members of the Master Association. Each Owner accepts such membership and agrees to be bound by this Declaration, the Articles, Bylaws and the Rules and Regulations adopted pursuant thereto. Membership may not be transferred separate and apart from a transfer of ownership of a Lot or Unit. Membership commences upon acquisition and terminates upon sale or transfer of an Owner's interest in a Lot or Unit, whether voluntary or involuntary.

3.2 **Voting Rights.** For purposes of voting rights, the Master Association has two categories of membership, i.e. Regular Membership and Declarant Membership.

(a) **Regular Membership.** There is one (1) vote for each Lot or Unit owned by Regular Members (collectively, the "Regular Votes").

(b) **Declarant Membership.** The Declarant Member(s) shall at all times have that number of votes equal to three times the total number of Regular Votes then attributable to Regular Members, plus one. Declarant Membership shall terminate and be converted to Regular Membership on the Turnover Date. If there is more than one Declarant Member, they shall cast their votes as they may among themselves determine, and in the absence of such agreement, the original Declarant, or its designees shall cast all votes of the Declarant Members.

3.3 **Election of Board of Directors.** Directors of the Master Association shall be elected and removed and vacancies on the Board shall be filled as provided in the Bylaws.

3.4 **Control of Board During Development.** During the time that Declarant has more votes than the Regular Members, Declarant shall have the right to designate, elect and remove the members of the Board, and the Directors so designated by Declarant need not be Members. The Turn-over Date is that date when the Declarant no longer has the right to designate and remove members of the Board.

ARTICLE 4 COMMON PROPERTY

4.1 **General Description of Common Property.** The Common Property will include such real property and interests therein, with any improvements thereto, including easements, rights of way, licenses, use rights and servitudes, and

items of tangible personal property, (a) that are now or may hereinafter be specifically set aside, designated, reserved, granted, assigned, transferred or deeded to the Master Association, or (b) that is otherwise established and designated as Common Property by Declarant, or by others with the written consent of Declarant prior to the Turnover Date, and with the written consent of the Master Association thereafter. Common Property may also be acquired by the Association after the Turnover Date. Common Property shall include, but is not necessarily limited to, those ownership and other interests, improvements, systems, facilities, items and other things described as Common Property of the Master Association in this Declaration or any Development Document or other Supplemental Declaration or amendment hereto, or so designated in any instrument establishing, transferring or creating such interest or right in accordance herewith. It is anticipated that the Common Property shall include the North-South Roadway from the entry gate to the lakefront, the entry gate itself, a large clubhouse, two swimming pools and two tennis courts, and other recreational areas, the master surface water drainage system, including the Lakes in said system, the entryway fountain, security fencing and lighting, and other interior roads which are designated as Common Property by the Declarant.

4.2 Community Service Systems. Common Property may include such ownerships, uses, licenses, easements, servitudes, use rights and property that may form a part of a Community Service System, as may be established by Declarant.

4.3 Additional Common Property. Declarant reserves the right to add additional Common Property. Common Property may be acquired by the Master Association with Declarant's consent prior to the Turnover Date. Additional Common Property may be described in Supplemental Master Declarations, Amendments to this Master Declaration, Development documents, or other instruments, provided the requirements of Section 4.01 are met.

4.4 Common Property Identified by Specific Amendment. Common Property shall also include any property or interests in property that may be designated Common Property in any amendment or supplemental master declaration to the Original Declaration or to this Master Declaration.

4.5 Members' Easement of Enjoyment. Every Member has a non-exclusive easement for the use and enjoyment of the Common Property for its intended purposes. Said easement is appurtenant to, and passes with, such Member's Lot or Unit. Any Owner may delegate his right of use of the Common Property to the members of his family, tenants, or social guests, subject to this Master Declaration. No Owner may exempt himself from personal liability for assessments nor release the Lot or Unit owned by him from the liens and charges for such assessments by waiver of the use and enjoyment of the Common Property, or the non-use thereof, or by abandonment of his Lot or Unit. The rights and easements of enjoyment in the Common Property are subject to reasonable rules and regulations governing the use of the Common Property adopted by the Board pursuant hereof, the terms of this Master Declaration, the governmental approvals, and the rights of the County.

4.6 **Extent of Members' Easement.** The rights and easements of enjoyment created herein are also subject to the following:

(a) The right of the Master Association to limit the number of guests of Members and to limit the use of the Common Property by Members not in possession of a Lot or Unit, such as during a period when a member leases his residence.

(b) The right of the Master Association to borrow money for the purposes of improving, replacing, restoring or expanding the Common Property, or adding new Common Property, and in aid thereof to mortgage the Common Property. In order to mortgage the Common Property, the prior affirmative vote of not less than two-thirds of the total votes of Regular Members and the written consent of Declarant shall be required. The rights of such mortgagees shall be subordinate to the rights of the Members. In the event of a default upon any mortgage on the Common Property, the lender's rights thereunder shall be limited to a right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment of the Members, and if necessary, to open the enjoyment of the Common Property to a wider public until the mortgage debt is satisfied, whereupon the possession of and title to such property shall be returned to the Master Association and all rights of the Members hereunder shall be fully restored. The Master Association's authority to mortgage hereunder shall not extend to any part of the Common Property providing drainage or other essential services to the Community.

(c) The right of Declarant or the Master Association by its Board to dedicate or transfer to any public or private utility, any utility or drainage easements that are Common Property or are located on Common Property.

(d) The right of the Declarant to grant additional non-exclusive easements forming a part of the Common Property or over Common Property to owners of property not part of the Master Community, for the purposes of access, ingress, utilities or drainage. Such grant shall ordinarily be on the condition that such non-members contribute in a fair and equitable manner to the maintenance of the portion of the Common Property in which such rights are granted. The Declarant shall establish a method of determining such ratable contribution at the time such easements may be granted.

(e) The right of Declarant to use the Common Property, and improvements thereto, for purposes of administrative offices, sales offices, sales promotion and marketing events, construction offices or other purposes appropriate to the development, construction, sale, promotion, marketing and management of the Master Community.

4.7 Title to Common Property.

(a) Subject to the Members' easement of enjoyment, Declarant may retain ownership of each part of the Common Property, and may encumber all or part of same by such mortgages as Declarant, in its sole discretion, may determine, until such time as Declarant shall elect to transfer or assign its interest in such Common Property to the Master Association.

(b) Declarant covenants that it will transfer the Common Property to the Master Association for no consideration not later than ninety (90) days after the Turnover Date, such transfer to be free and clear of all liens and encumbrances except ad valorem taxes for the year in which the transfer takes place; the provisions of this Declaration and easements and other rights and reservations of record, none of which shall unreasonably interfere with the use of the Common Property for its intended purpose. Any conveyance of Common Property that is a fee simple interest shall be by fee simple deed. Other types of Common Property shall be transferred by assignment, grant, bill of sale, or other instrument appropriate to the type of property being transferred. The Master Association shall pay for any documentary stamps required to be affixed to the instruments of transfer, the cost of recording the instruments of transfer and the cost of any title insurance desired by the Board. The Master Association shall continue to be responsible for ad valorem taxes and assessments. If Declarant fails to transfer all Common Property by such date, Declarant's obligation may be enforced by the Master Association by a suit for specific performance after thirty (30) days written notice to Declarant. Failure to transfer shall not give rise to any cause of action for damages to the Master Association or the Members unless such failure materially interferes with the Members' use and enjoyment of Common Property. Notwithstanding retained ownership of Declarant, the Master Association shall be responsible for maintenance of such parts of the Common Property as have been made available for the use of the Members.

4.8 City of Wildwood Maintenance and Repair Rights. Maintenance and repair of structures, lawn mowing, and landscaping maintenance of all Common Areas within the Property shall be the responsibility of the Declarant or its successor, including the Master Association and/or Neighborhood Association, as appropriate, at no cost or obligation to the City of Wildwood. The Declarant shall provide guidelines to the City of Wildwood for approval, which shall not be unreasonably withheld, continued or delayed, for the maintenance of Common Areas within the Property. The City of Wildwood shall be entitled, but not obligated, to enforce pertinent Common Areas maintenance obligations against the Declarant or Master Association or Neighborhood Association, as may be applicable, and to be reimbursed for reasonable attorneys' fees and costs of enforcement, regardless of whether suit is filed by the City of Wildwood.

**ARTICLE 5
COVENANT FOR ASSESSMENTS**

5.1 Personal Obligation for Assessments. Each Owner of any Lot or Unit, by acceptance of such ownership interest, whether by deed, inheritance, other

conveyance or otherwise, whether or not it shall be so expressed in any such deed or other instrument, covenants and agrees to pay to the Master Association all Assessments levied with respect to such Lot or Unit in accordance herewith. Each Assessment, together with Delinquency Charges as provided herein, shall be the personal obligation of the Owner of such Lot and Unit at the time when the Assessment fell due, and shall remain the personal obligation of such Owner notwithstanding that such Owner may no longer own the Lot or Unit. The personal obligation shall not, however, pass to the successors in title of an Owner unless expressly assumed by such successors.

5.2 Lien and Priority. The Master Association has a lien on each Lot and Unit to secure the payment of Assessments levied with respect to such Lot or Unit, together with Delinquency Charges as provided herein. Except as otherwise provided herein, the lien is effective from, and shall relate back to, the date the Original Master Declaration was recorded in the Public Records. (December 5, 2005). The Master Association may record in the Public Records, Florida, a "Notice of Lien" or "Claim of Lien" setting forth amounts claimed due the Master Association as to any one or more Lots or Units. The execution and recording of such a notice shall not, however, be required in order for the continuing lien for Assessments to be valid, provided that the recording of such notice or claim shall determine the priority of such lien. The notice or claim of lien shall secure all unpaid Assessments which are due and which may accrue subsequent to the recording of the notice or claim and prior to the entry of a certificate of title, as well as all Delinquency Charges and all reasonable costs and attorneys' fees incurred by the Master Association incident to the collection process. Nothing contained in this section shall be construed to bestow upon the lien, mortgage, or certified judgment of record on the Effective Date, including the lien for unpaid Assessments created herein, a priority which, by law, the lien, mortgage, or judgment did not have before the Effective Date.

5.3 Purposes of Assessments. Assessments shall be used only for the purposes set forth in or contemplated by this Master Declaration, the Articles or Bylaws.

5.4 Regular Assessments. Upon adoption of the Annual Budget, the Board shall levy an annual Regular Assessment with respect to each Lot and Unit subject to Assessment. Each Regular Assessment shall include a Common Expense Assessment. For Improved Lots and Units, the Regular Assessment shall include the Cable Assessment. The Board shall also determine the time and manner of payment of the Regular Assessment, in accordance with the Bylaws. Written notice of Regular Assessments shall be sent either to the Neighborhood Associations collecting Assessments on behalf of the Master Association, or to the Owners, if Assessments are being collected directly from Owners. Each Owner shall thereafter pay his Regular Assessment in such installments as may be established by the Board, such payment to be made either to his Neighborhood Association or to the Master Association, as applicable. If a Regular Assessment is payable in installments, it shall not be necessary to send a notice for each installment, a single notice being sufficient. The Board shall

determine on an annual basis whether Assessments are to be collected by Neighborhood Associations or directly from Owners.

(a) So long as Declarant's guarantee of the Deficiency under Section 5.17 is in effect, the Regular Assessment shall be established by the Board based upon the anticipated expenses and the total number of Lots and Units that are, at that time, within the property made subject to the Declaration, taking into consideration Declarant's rights under Section 5.17. Any surplus may be carried forward to succeeding years.

(b) So long as Declarant's guarantee of the Deficiency is in effect, the Board shall not levy a Regular Assessment for Common Expenses for any month that would result in a Regular Assessment greater than \$150.00 per Lot or Unit, increased by five (5%) percent for each year that has elapsed since the date of recording the Original Declaration. The Regular Assessment, as used in this paragraph includes the Cable Assessment.

5.5 Special Assessments. The Board may levy such Special Assessments as may be determined to be necessary or desirable in carrying out its responsibilities and duties under this Master Declaration. The amount and purpose of all such Special Assessments shall be established by the Board, unless otherwise provided. Without limiting the generality of the foregoing, the following circumstances shall authorize Special Assessments:

(a) **Supplementary Amounts.** In addition to the recurring Regular Assessment, the Association may levy such Special Assessments as are determined to be necessary or desirable in carrying out its responsibilities and duties under this Declaration. The amount and purpose of all Special Assessments shall be established by the Board, unless otherwise provided. All Special Assessments shall be due and payable at such times and in such installments as may be determined by the Board. No Special Assessment for improvements for additions or improvements to, rather than maintenance of, the Common Property may be levied unless approved by at least sixty (60%) percent of the votes entitled to be cast with respect thereto.

(b) **Compliance.** Special Assessments shall be levied by the Board against a Lot or Unit to reimburse the Master Association for costs incurred in bringing an Owner or his Lot or Unit into compliance with this Master Declaration.

(c) **Improvement.** The Master Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, improvement, acquisition or replacement of a described improvement to the Common Property, or additional Common Property, including the fixtures and personal property related thereto. Special Assessments for improvements must be approved by at least a sixty (60%) percent of the votes entitled to be cast by Regular Members, and by the Declarant prior to the Turnover Date. Such Special Assessments shall be payable at such times and in such installments as may be determined by the Board. All Special Assessments for improvements may only be used for improvements.

(d) **Services.** If the Master Association provides materials or services which benefit individual Lots or Units, but which can be accepted or not by the Owner, then the amount paid or incurred by the Master Association on behalf of the Owner accepting or subscribing to such material or service shall be a Special Assessment against such Owner and his Lot or Unit. The Owner will be deemed to have agreed to such Assessment by subscribing, requesting or accepting such material or service.

5.6 **Budgets.** For each Fiscal Year, the Board shall prepare and adopt an annual budget or budgets reflecting the estimated revenues and expenses for the Fiscal Year, and the estimated surplus or deficit as of the end of the year immediately preceding such Fiscal Year. The Board shall adopt separate budgets with respect to Common Expenses and Cable Expenses, or otherwise separately segregate and identify budget items by expense classification. Budgets for Common Expenses may include any amounts established for reserves, and may include reasonable contingency funds. Budgets shall be adopted not later than thirty (30) days prior to the beginning of each Fiscal Year. Estimated revenues shall include the proposed Regular Assessments. Failure of the Board to prepare, submit, or adopt a budget in a timely manner or as otherwise provided herein shall not affect the validity of a budget once adopted, nor any Assessment adopted by the Board. Until such time as a budget is adopted, the prior year's budget shall continue in effect.

5.7 **Sharing of Expenses.** Each Lot and Unit subject to assessment shall be responsible for a proportionate share of the Common Expense. Improved Lots and Units shall each be responsible for an equal share of the Cable Expense.

(a) Subject to Section 5.17, the proportionate share of each Lot or Unit for a category of Shared Expense shall be equal to a fraction, the numerator of which is one, and the denominator of which is the total number of Lots and Units subject to assessment for the specific category of Shared Expense.

(b) Lots or Units exempt from Assessment under Section 5.17 shall not be counted in calculating the denominator.

(c) Regular and Special Assessments shall, unless otherwise provided herein, be levied in the same proportion by which the Lots and Units share the applicable category of Shared Expense and be collected at such intervals as may be determined by the Board. Special Assessments for compliance need not be uniform in amount because of their nature, but shall be processed in a uniform and non-discriminatory manner, and all Lots and Units similarly situated shall be assessed in a uniform manner.

5.8 **Commencement of Regular Assessments.**

(a) Regular Assessments shall commence at such time as the Master Declaration is recorded in the Public Records of Sumter County and Lots and Units are brought under the Declaration; provided, however, the date of commencement of Assessments for Declarant Lots or Units shall be subject to Section 5.17.

(b) The Regular Assessment for the Cable Expense shall commence at the time a Lot or Unit becomes an Improved Lot or Unit.

(c) When Regular Assessments commence, they shall be prorated and paid in advance for the balance of the applicable time period for which such Regular Assessment is levied.

5.9 **Certificate of Payment.** The Master Association shall upon request furnish to any Owner liable for Assessments a certificate in writing signed by an officer or authorized agent of the Master Association setting forth whether the Assessments on a specified Lot or Unit have been paid, and the date and amount, if known of the next Assessments or Installments coming due, together with the amount of any delinquency. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid as to third parties without notice of facts to the contrary.

5.10 **Exempt Property.** The Common Property, all Sub-Association Property and all non-residential property owned by, or dedicated to and accepted by, the county or municipality in which the property is located, or any other public or quasi-public authority shall be exempt from all Assessments. Declarant owned property is exempt under Section 5.17.

5.11 **Reserves.** The Board may establish reserve accounts funded from Regular Assessments in reasonable amounts and in such categories as are determined by the Board for deferred maintenance and repair, including maintenance of all Common Property, emergency repairs as a result of casualty loss, recurring periodic maintenance or initial cost of any new service to be performed by the Master Association. Reserve Accounts may be used by the Board on a temporary basis for cash flow management of the Master Association, even though such amounts are expended on items other than those for which the Reserve was established. The amount of such Reserve shall be restored from revenues subsequently received, it being the intent that the Board may "borrow" from Reserve Accounts, but same shall not diminish the obligation to levy and collect Assessments that will, upon collection, permit the restoration of all Reserve Accounts. However, there is no requirement to collect or budget for Reserves.

5.12 **No Offsets.** All Assessments shall be payable in the amount specified and no offsets shall be permitted for any reason, including without limitation, a claim that the Master Association is not properly exercising its responsibilities and authorities as provided in this Master Declaration. This provision shall, however, be subject to the provisions in Section 5.17.

5.13 **Rights of Mortgagees.** The lien of all Assessments provided for herein which accrue and become due and payable with respect to any Lot or Unit after a first mortgage is recorded thereon, but prior to the conveyance of title as a result of a foreclosure or a conveyance in lieu of foreclosure, shall be subordinate to the lien of such mortgage and the Owner acquiring title to such Lot or Unit as a result of such foreclosure or conveyance in lieu of such foreclosure shall not be liable for

Assessments pertaining to such Lot or Unit becoming due within such period. Such unpaid share of the Shared Expense shall be deemed a common Expense collectible from all Owners, including the person or institution acquiring title to such Lot or Unit through such foreclosure or conveyance in lieu thereof. Nothing contained herein shall, however, relieve an Owner from responsibility for such unpaid Assessments for the period of time he owned such Lot or Unit. Any Assessments against a Lot or Unit accruing prior to the recordation of a mortgage or after the acquisition of title as a result of a foreclosure or deed in lieu of foreclosure shall be a lien against such Lot or Unit in the manner generally provided for herein.

5.14 Delinquency Charge. All Assessments and other amounts due the Master Association pursuant to this Master Declaration that are not paid within 15 days after the due date specified by the Board shall thereafter bear interest at the highest rate permitted by law then in effect, or such lower rate as the Board may from time to time determine. If any such Assessment is not paid when due, then a late charge shall be levied. The initial late charge shall be \$30.00. The Board may from time to time increase the amount of the late charge authorized hereby, taking into consideration the declining purchasing power of the United States Dollar, the costs reasonably expected to be incurred by the Master Association as a result of following up such delinquency, and the effectiveness of such late charge in assuring prompt and timely payment of Assessments. The liens in favor of the Master Association shall secure the amount of the Assessment, all interest accruing thereon, late charges and all costs of collection thereof, whether enforced by suit or otherwise, including a reasonable attorney's fee at trial and any appellate level. The Master Association shall be entitled to recover such interest, late charges, costs and fees from any Owner personally liable for the Assessment as to which they apply. Such late charges, interest, costs and fees shall be collectively referred to as "Delinquency Charges."

5.15 Non-Payment of Assessments.

(a) Remedies. If any Assessment, or installment thereof, is not paid within 15 days after the due date specified by the Board, then such Assessment (including the full amount of any such Assessment accelerated by the Board in accordance with the Bylaws) shall be delinquent and shall, together with Delinquency Charges with respect thereto, be a continuing lien on the Lot or Unit against which such Assessment was levied, binding the Owner thereof, his heirs, personal representatives, tenants, successors and assigns as provided in Sections 5.01 and 5.02. Prior to bringing an action for foreclosure of a lien, the Master Association shall record a Notice of Lien among the Public Records, unless in the opinion of the Board recording such notice is contrary to or prohibited by any then existing court order, statute or rule. A copy of such notice, whether recorded or not, shall be sent to the then Owner by United States mail, either certified or registered, return receipt requested at the Owner's address on the Master Association's records. Failure of the Master Association to obtain a receipt shall not prevent enforcement of a lien. If such Assessments, together with Delinquency Charges with respect thereto, are not paid in full within thirty (30) days after the date such notice is deposited in the United States mails, then thereafter the Master Association may institute suit to foreclose its lien. The recorded Notice shall

secure not only the Assessments and Delinquency Charges reflected therein, but all unpaid Assessments and Delinquency Charges with respect to all such amounts, which may accrue subsequent to the recordation of such Notice and prior to the entry of a final judgment of foreclosure. The Master Association may at any time bring an action at law with respect to any Assessments and Delinquency Charges then due and payable but which have not been paid. Upon the timely payment or other satisfaction of all amounts specified in a Notice of Lien and all other Assessments and amounts which have become due and payable with respect to such Lot or Unit as to which such notice was recorded, together with Delinquency Charges as may be applicable, the Master Association shall furnish a release of such notice in recordable form, but shall not be responsible for the cost of recording.

(b) Access Restricted. The Lot or Unit Owner delinquent in the payment of Assessments is entitled to access to their Unit, however, the Master Association has the power and authority to restrict access to other common elements or common amenities until the past due Assessments have been brought current.

(c) Use of Common Property Restricted. If the Owner of a Lot or Unit is delinquent in the payment of Assessments or any other monetary obligation due to the Association for more than ninety (90) consecutive days, the Master Association, through its Board of Directors, shall have the power and authority to suspend said Owner's use of the Common Property including, but not limited to, utility services provided to the Unit, or parking spaces, access to lake front, the Clubhouse, swimming pools, and tennis courts, and other like amenities.

(d) Voting Rights Suspended. The Master Association may suspend the voting rights of any Owner of a Lot or Unit who is delinquent in the payment of Assessments or any other monetary obligation due to the Master Association which is delinquent in excess of ninety (90) consecutive days.

5.16 Collection of Assessments through Neighborhood Associations.

Unless prohibited by law, Master Association Assessments may be collected through the Neighborhood Association of which an Owner is a member. Declarant, during the time that it is a Declarant Member, and thereafter, the Board shall determine whether or not such Assessments for any particular part of the Master Community shall be collected through Neighborhood Associations.

5.17 Declarant Assessment.

(a) Notwithstanding any provisions of this Master Declaration or the Articles or Bylaws to the contrary, prior to the Turnover Date, Declarant (which term shall, for the purposes of this Section, include any affiliate of Declarant so designated by Declarant) shall not be obligated for, nor subject to, any Regular Assessment for any

Lot or Unit which it may own, nor shall it be responsible for any Special Assessment except those to which Declarant shall consent in writing,

(b) In consideration of such exemption Declarant shall be responsible for paying the difference between the Master Association's expenses of operation otherwise to be funded by Regular and Special Assessments and the amount received from Owners other than Declarant in payment of the Regular and Special Assessments levied against such Owner's Lots and Units (the "Deficiency"). The Deficiency shall not include any reserves for replacement, operating reserves, depreciation reserves, capital expenditures or Special Assessments for compliance or improvement.

(c) Declarant may at any time give written notice to the Master Association that it is withdrawing its obligation to fund the Deficiency, effective not sooner than sixty (60) days after such notice, whereupon, Declarant shall waive its right to total exemption from Regular and Special Assessments. Sixty (60) days after the giving of such notice or sixty (60) days after the Turnover Date, whichever first occurs, each Lot or Unit owned by Declarant that is subject to assessment shall thereafter be assessed at 100% of the Regular and Special Assessment level established for Lots and Units owned by Regular Members other than the Declarant. Declarant's Assessment shall be only for those Lots and Units subject to this Master Declaration. Upon transfer of title of a Lot or Unit owned by Declarant, the Lot or Unit shall then be assessed in the amount otherwise established for Lots or Units owned by Owners other than the Declarant, prorated as of, and commencing with, the day following the date of transfer of title.

5.18 **Capital Contribution.**

(a) There shall be a contribution (the "Capital Contribution") payable to the Master Association each time a Lot or Unit is transferred or conveyed to a different owner in an arm's length transaction. The amount of the Capital Contribution shall be determined from time to time by the Board. All Capital Contributions may be added to reserves, expended for regular Common Expenses or set aside for improvements, as the Board may determine. The Capital Contribution shall be payable at the time of conveyance of a Lot or Unit, whether by Declarant or by a regular owner.

5.19 **Preferred Builder/Owner Lots and Assessments.** Notwithstanding anything contained elsewhere herein this Article 5 to the contrary, the Declarant, prior to the Turnover Date, may sell one or more Lots to a Florida licensed residential builder and designate that builder as a "Preferred Builder/Owner" and the Lot as a "Preferred Builder/Owner Lot." Preferred Builder/Owner status shall be deemed a separate class of ownership hereunder this Master Declaration, and Preferred Builder/Owner Lots shall be deemed a separate class of property subject to this Master Declaration. As a Preferred Builder/Owner, said Preferred Builder/Owner shall not be entitled to the use of any social, recreational or other facilities or amenities enjoyed by other Owners at Lakeside Landings. The Preferred Builder/Owner may, at its own election, choose to pay full assessments and enjoy full social and recreational facilities and/or amenities at any time, provided the Preferred Builder/Owner chooses to pay full

assessments on all Lots then owned by the Preferred Builder/Owner. However, unless or until the Preferred Builder/Owner makes an election to pay full assessments as contemplated herein, a Preferred Builder/Owner Lot shall be subject to a reduced assessment liability in respect of its state of development and in respect of the level of services available to the Preferred Builder/Owner, for so long as the Preferred Builder/Owner is actively engaged in the construction and/or marketing of a residence upon said Preferred Builder/Owner Lot, and said Lot is not subject to a lease or license of any kind.

ARTICLE 6

DUTIES AND POWERS OF MASTER ASSOCIATION

6.1 General Duties and Powers of the Master Association. In addition to the duties and powers enumerated herein and in the Articles and Bylaws, and without limiting the generality thereof, The Master Association shall:

(a) Except to the extent same is a direct obligation of an Owner, or Neighborhood, obtain all required utility and other services for the Common Property and any other property with respect to which the Master Association has maintenance or operational responsibility pursuant hereto, and obtain and pay for the cost of electrical power for and maintenance of street lights within the Master Community, unless same is the responsibility of a governmental entity.

(b) Have the power to contract with the Cable Provider for cable television service and/or a community antenna television system or other communications signal systems so that such services are available to Owners and residents of the Master Community and the Common Property, and to charge mandatory Cable Assessments for such service as part of the Regular Assessment.

(c) Have the power to contract for, acquire, lease or operate Community Service Systems.

(d) Have the authority to delegate, assign to, or contract with a Neighborhood Association, to carry out all or part of specific duties, authority or obligations hereunder, on such terms and provisions as the Board may determine.

(e) Levy and enforce Assessments and otherwise enforce this Master Declaration, the Articles, Bylaws and rules and regulations adopted pursuant thereto by appropriate means and carry out the duties and authority of Master Association hereunder;

(f) Contract for and maintain such policy or policies of insurance as may be required hereunder or as the Board deems necessary or desirable;

(g) Have the power of entry upon any Lot or Unit as reasonably necessary in connection with the carrying out of Master Association responsibilities hereunder;

(h) Maintain, own, regulate and otherwise manage and operate the Common Property;

(i) Have the power and authority to grant, modify, or move any easement if the easement constitutes Common Property or crosses Common Property, or to transfer Common Property or any interest therein to any public authority or utility in connection with the exercise of the right of eminent domain, or to transfer maintenance responsibilities to governmental authorities as contemplated hereby, all without the consent or joinder of any Member.

(j) Have the authority, duty and responsibility for the operation and maintenance of the Common Property. With respect thereto, The Master Association may enter contracts with third parties for services or materials in carrying out such authority.

(k) Have the authority to acquire or accept land, interests in land, and personal property as Common Property, and to maintain, repair, improve, replace, operate and manage any property as required by this Master Declaration or as determined by the Board in a manner not inconsistent with this Master Declaration.

(l) Have the power and authority to interpret and construe the provisions of the Master Declaration and the Bylaws in circumstances in which there is an apparent inconsistency, or such provisions fail to provide clear guidance with respect to specific matters.

(m) Have the power and authority to enter into agreements with Neighborhood Associations, or owners of, or associations operating or managing, lands adjacent to, or within the vicinity of, the Master Community, with respect to sharing expenses or contracting for common items of service or materials. Any item of shared cost not readily cost accountable may be allocated between the Master Association and another party if done so on any reasonable basis, as determined by the Board.

(n) Have the power to contract for policing (whether private or with a governmental police agency) of the private roads within the Master Community as part of the functions of the Community Service System.

6.2 Transfer to Governmental Authority. The Master Association shall have the right to dedicate or transfer all or any part of the Common Property to any public agency, authority or other entity for such purposes, subject to such conditions as may be agreed to by a majority vote at a duly called meeting of the Members. No such dedication or transfer, including without limitation, the conveyance, lease or other transfer of any part of the Common Property to a special tax district, shall be effective unless so approved by Members. Written notice of the proposed action must be sent to every Member not less than sixty (60) days nor more than one hundred twenty (120) days in advance of any action taken. In addition, the Board may transfer any maintenance responsibility to Governmental Authority as elsewhere provided herein.

6.3 **Implied Powers.** The Master Association shall have all power and authority reasonably necessary for it to carry out each and every of its obligations set forth in this Master Declaration, the Articles or Bylaws, including any right or power reasonably to be implied from the existence of any other right, power, duty or obligation given to it or reasonably necessary to effectuate its obligations hereunder.

6.4 **Limitation.** Nothing contained herein shall be construed to grant to the Master Association any power or authority exclusively reserved by Chapter 718, Florida Statutes, as it now exists or may hereafter be amended, to any condominium association operating a condominium. This Declaration, the Articles and Bylaws shall be construed to give effect to the intent that the Master Association shall not be deemed a condominium association, and shall not be responsible for operating any condominium, the operation thereof being reserved to the several Neighborhood Associations and Owners of Units therein in accordance with the Condominium Act.

ARTICLE 7 REPAIR AND MAINTENANCE

7.1 **Repair and Maintenance by the Master Association.** The Master Association shall be responsible for the operation, maintenance, repair and replacement of the following:

(a) The Common Property, including all improvements, facilities, equipment and supplies.

(b) Landscape and aesthetic facilities and installations as follows:

(1) Walls, signs, lighting, landscaping and irrigation systems located on either side of the primary entryway, from the entry gate to the lakefront. The Master Association's obligation shall include such installations and landscaping within the right of way as well as any such facilities located within any easement for such purposes adjacent to such right of way.

(2) Such other areas of landscaping and other facilities and installations within or adjacent to streets within the Community as may be designated by the Declarant as the responsibility of the Master Association.

Maintenance obligations under this Section 7.01 (b) shall include but not be limited to, irrigation systems, landscaping, walls, fences, signs, electrical and utility installations and structures as may be located within such rights of way or easements for aesthetic, artistic or decorative purposes.

(c) Community Service Systems within The Master Community, to the extent same are not the responsibility of a provider of service, a government having jurisdiction or a Neighborhood Association.

(d) Electricity charges for the operation of the Common Property.

The Master Association shall have the responsibilities set forth herein, notwithstanding that the Master Association may have no ownership interest with respect to property or other items to be operated, maintained, repaired or replaced, or that the Master Association will have such an interest, but same may not have yet been transferred to the Master Association.

7.2 Repair and Maintenance by Owners and Associations. Each Owner and Neighborhood Association shall have no repair and maintenance responsibility with respect to the Common Property or other items to be maintained by the Master Association hereunder.

7.3 Transfer of Maintenance to Governmental Authority. The Board may transfer any maintenance responsibility for any part of the Common Property, any Community Service System, or any other item or items for which the Master Association has maintenance responsibilities, to any special tax district, taxing unit, other public agency, authority or entity organized or having jurisdiction of such matters without the necessity of Member approval provided that such governmental authority accepts such maintenance responsibility and such transfer is not inconsistent with the Governmental Approvals. If transfer of such responsibility is effected, the Master Association shall retain the authority to supplement such maintenance to the extent such public authority does not maintain such items to an acceptable level, as determined by the Board.

ARTICLE 8 INSURANCE AND RECONSTRUCTION

8.1 Insurance by Master Association. The Master Association shall obtain and continue in effect as a Common Expense such insurance in such amounts and coverages as the Board shall from time to time determine to be appropriate, necessary or desirable.

8.2 Owner's Insurance. Each Owner shall be responsible for obtaining and maintaining in effect all casualty, liability and other insurance with respect to such Owner's Lot or Unit as the Owner may from time to time determine. The Master Association shall not obtain any such insurance on behalf of an Owner, nor shall the Master Association insure the Lots or Units in any manner.

8.3 Destruction of Improvements. The following provisions shall apply to the damage or destruction to improvements, whether located on a Lot, Unit or Sub-Association Property. The term "Owner" as used in this Section shall include Neighborhood Associations.

(a) If any structure upon a Lot, Unit or Sub-Association Property shall be substantially damaged or destroyed, it shall be the obligation of the Owner of such property to repair, rebuild or reconstruct the improvements as soon after such casualty as may be practical. All such repair, replacement and reconstruction shall require Architectural Review as provided herein.

(b) Notwithstanding damage to or destruction of the improvements to a Lot or Unit the Owner shall remain liable to the Master Association for all Assessments in connection with such Lot or Unit. Such liability shall continue unabated, even though such Lot or Unit is not fit for occupancy or habitation, and even though such improvements are not reconstructed. In addition to liability for Regular Assessments, such Lot or Unit may be liable for Special Assessments in connection with said Lot or Unit, including those in accordance with this Section.

(c) As soon as practical after damage or destruction, the Owner shall cause to be removed all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure. All dangerous conditions shall be removed immediately. All debris shall be removed from the property no later than thirty (30) days after the date upon which the casualty occurs.

(d) The Owner shall, within thirty (30) days of the date of the casualty, notify the Board in writing of his intention to rebuild or reconstruct. Failure to so notify shall be deemed evidence of such Owner's intention not to rebuild. Such Owner shall initiate Architectural Review within ninety (90) days of such notification, and shall commence rebuilding or reconstruction within sixty (60) days after final approval and prosecute same diligently to completion. If for any reason the Owner does not notify, initiate Architectural Review, commence or diligently pursue rebuilding or reconstruction within the time limits established herein, then he shall be deemed to have elected not to rebuild and the Master Association shall have the rights and duties hereinafter specified. An Owner may at any time notify the Master Association in writing of an election not to rebuild.

(e) If an Owner elects not to rebuild the improvements, or is deemed to have so elected under the provisions of this Section, then such Owner shall be obligated at his expense to remove all portions of the improvements remaining, except underground utility lines, which shall be secured. The Owner shall cause to be removed all parts of the improvements then remaining, including the slab and foundation. The Owner shall provide fill and install sod so that the property shall thereupon give the appearance of a landscaped open space. Such clearing and the restoration shall be completed not later than thirty (30) days after the date upon which the Owner elects or is deemed to have elected not to rebuild.

(f) If an Owner fails to comply with any of the provisions of this Section, then the Master Association may perform such acts as are the responsibility of the Owner and the cost of same shall be treated initially as a Common Expense, but charged against and be payable by the Owner. As to Owners of such Lots or Units, such amounts shall be a Special Assessment.

(g) Upon written application of an Owner, any of the time periods set forth in this Section may be extended by the Board for good cause.

(h) The duties of the Association hereunder shall be performed by the Board.

8.4 **Development Documents.** Development Documents may vary the provisions contained in this Article 8 for Neighborhood Associations if approved in writing by Declarant. Likewise, Development Documents may, with the written consent of Declarant, provide alternative provisions regarding destruction and rebuilding of improvements applicable to Lots or Units subject to such Development Documents. Nothing contained herein shall prohibit a Sub-Developer from imposing more strict requirements regarding insurance and reconstruction on Lots or Units subject to such documents, provided that no such additional or more restrictive provisions shall be required to be enforced by the Master Association.

ARTICLE 9 COMPLIANCE WITH THE CODE

The following provisions are mandated by the Code and are applicable to the Master Community.

9.1 **Right of Entry by Governmental Entities.** A right of entry upon the Common Property is hereby granted to the applicable local government, either city or county, and other governmental law enforcement officers, health and pollution control personnel, emergency medical service personnel, and firefighting personnel, and to governmental suppliers of utilities, while in the pursuit of their duties. All such governmental personnel are further granted authority to enforce cleared emergency vehicle access in the performance of their duties to the extent same may be reasonably necessary.

9.2 **Compliance with Law.** Notwithstanding any other provision of this Master Declaration to the contrary, there shall be no violation of federal, state or local law permitted within the Master Community.

ARTICLE 10 ARCHITECTURAL REVIEW

10.1 **Definitions.** For the purposes of this Article 10, and elsewhere in this Master Declaration and Development Documents, where the context may require, the following words and terms shall have the following meanings, unless the context shall clearly otherwise indicate:

(a) **"Alteration"** shall mean any alteration, change or modification to existing Improvements, Landscaping, Development or, where the context may require, such alteration, change or modification to proposed Improvements, Development, Landscaping, Repair or Restoration previously approved by the ARC but not fully completed. Without limiting the generality of the foregoing, any proposal that involves the application or use of materials of a different type, shade, color or quality than those originally used or approved, or the change of any grade, plant materials, excavation, size, height, location or specifications which in any way alters or changes the exterior appearance of any Lot, Unit, Sub-association Property or any Improvements or

Landscaping thereto or thereon, or which would so alter or change if implemented, shall be deemed an Alteration.

(b) **"ARC"** shall mean and refer to the Architectural Review Committee of the Master Association provided for in Section 10.2.

(c) **"Architectural Review"** shall mean and refer to the requirements of this Master Declaration that Work within the Master Community be reviewed and approved. Where the context indicates, Architectural Review shall mean the review and approval process of this Article 10.

(d) **"Development"** shall mean all plans and specifications for development within the Master Community, and implementation thereof.

(e) **"Improvement"** shall mean all improvements as that term is normally and customarily used, including but not necessarily limited to, the installation, erection or construction of any building, structure, sign, fence, pool, patio, wall, walk, dock, deck, driveway, fountain, statue, tennis or other sport court, screen or other enclosure, water or sewer line, drain, mailbox, support piling or pole, or any other device, equipment, fixture, installation or facility that makes any change in the appearance of any part of the Master Community when viewed from adjacent or nearby Lots, Units, Sub-Association Property, roads, streets or other Improvements. Failure to enumerate any specific item as an "Improvement" shall not be deemed to exclude such item, it being the intent hereof that the term "Improvement" shall be broadly construed to provide a requirement of ARC approval of anything that may be installed upon, affixed to or located on land or other Improvements to land within the Master Community.

(f) **"Landscaping"** shall mean all landscaping, as that term is normally and customarily used, including but not necessarily limited to, the planting of grass, sod or other ground cover; installation of trees, bushes, shrubs, hedges, agricultural or ornamental plant life; borders, planters, containers and all other installations, facilities and systems related to the design, maintenance, location and appearance of other items of Landscaping; and irrigation systems, including wells and pumps.

(g) **"Repair or Restoration"** shall mean the maintenance, repair, replacement or reconstruction, in whole or in part, of any Improvements, Development or Landscaping that has been damaged, destroyed or impaired, by casualty or otherwise, or that has so deteriorated as to cause the owner thereof to undertake such maintenance, repair, replacement, rebuilding or reconstruction.

(h) **"Standards"** shall mean such design, development and maintenance standards as from time to time may be adopted by the ARC as applicable to all or any designated part of the Master Community, whereby certain designs, plans, materials, colors, heights, locations or other matters are mandated, prohibited or approved as criteria by which the ARC shall review and approve or deny an application under this Article.

(i) **“Work”** shall mean all plans, specifications, design, excavation, site work, construction, installation, maintenance, repair, restoration, replacement, enhancement or other change in the engineering, design, appearance, architecture and aesthetics of the Master Community subject to Architectural Review. Work includes all Alterations, Development, Improvements, Landscaping and Repair or Restoration.

10.2 **Architectural Review Committee.** Architectural Review shall be implemented by the Architectural Review Committee (the “ARC”). The ARC shall consist of not less than three (3) nor more than seven (7) members, and shall initially consist of three (3) persons. Members may either be Owners, or architects or other licensed design professionals. The members of the ARC shall be appointed by the Board, and may be removed by the Board, with or without cause. A member of the ARC may at the same time serve as a member of the Board, and if the Board determines it may sit as the ARC. Members of the ARC shall serve terms established by the Board. Provided, however, that anything herein contained to the contrary notwithstanding, prior to the Turnover Date, the Declarant may serve as the ARC, or may designate anyone or more members of the ARC, at the Declarant’s option. Members of the ARC appointed by the Declarant need not be Owners or licensed design professionals. The establishment of the number of members, method of selecting a chairman and other similar provisions for the composition of the ARC and the conduct of its proceedings shall be as provided from time to time by the Bylaws. To the extent such matters are not provided by this Master Declaration or the Bylaws, the Board may promulgate rules from time to time, and to the extent the Board has not so promulgated rules, the ARC may promulgate such rules. No Member of the ARC shall be entitled to compensation for, or be liable for claims, causes of action, or damages arising out of, services performed as a member of the ARC pursuant hereto; provided, however, that any member of the ARC who is an architect or other licensed design professional may be entitled to reasonable compensation as determined by the Board, the cost of which may be taken into consideration in establishing fees for Architectural Review. In addition, the Board may engage the services of an architect or other licensed design professional to advise and assist the ARC in carrying out its duties, the cost of which shall be a Common Expense, but which may also be taken into consideration in establishing fees for Architectural Review.

10.3 **Persons Subject To Architectural Review.** All Owners of property within the Master Community, other than Declarant, including but not limited to Owners of Lots and Units, Sub-Developers and Neighborhood Associations, shall be subject to the requirement of Architectural Review and obligated to obtain ARC Approval as required herein prior to commencing any Work or allowing such Work to commence on their property.

10.4 **Architectural Standards.** The ARC may, from time to time, adopt and promulgate architectural standards for the Master Community (the “Standards”). The Standards may not be contrary to the provisions of this Master Declaration and other Development Documents that may be applicable to that part of the Master Community for which the Standards are promulgated. The Standards are deemed to

include any mandatory architectural obligations, prohibitions and guidelines contained in this Master Declaration or any applicable Development Document.

10.5 ARC Review.

(a) The ARC shall review and evaluate all applications and shall either approve or disapprove, or approve in part and disapprove in part, the application. The ARC shall take such action within thirty (30) days after receipt of a completed application and any additional information required by the ARC.

(b) Failure of the ARC to approve or disapprove an application within thirty (30) days after receipt of all materials required by it hereunder shall be deemed approval. Where applicable the ARC shall annotate its decision by reference to this Master Declaration or Standards. Standards are to be a guide, and even though an application may meet all Standards applicable, the ARC shall not be obligated to approve if there are other features of the application of which the ARC does not approve. Likewise, the ARC may approve of an application which does not meet all Standards applicable to it if the ARC, in its sole judgment, determines that the proposed Work in its entirety merits approval, and the deviation from an adopted Standard will not substantially, materially and adversely affect the Owners and occupants of the Master Community.

(c) The ARC shall, to the extent reasonable, indicate as part of any written disapproval the general nature or type of changes necessary to achieve approval. The ARC may issue conditional approvals, setting forth written stipulations for changes. In such event, if the applicant accepts such stipulations in writing the proposal shall be deemed approved, subject to the changes or additions thereto contained in such stipulations.

10.6 Enforcement. The Master Association through the Board is specifically empowered to enforce the provisions of this Master Declaration and the decisions of the ARC by any legal or equitable remedy. In addition to any other remedies available to it, the Board may impose such fines using such procedures as may be set forth in the Bylaws for the failure of any Owner, Sub-Developer or Neighborhood Association to comply with the provisions of this Article 10. In the event that any Work is commenced or completed in violation of the provisions of this Article, then the Board shall have the right, on the recommendation of the ARC, to levy a Special Assessment against the Owner and the property on which such Work was performed for damages caused by such violation, such remedy to be in addition to the other remedies hereunder. In the event it becomes necessary to resort to litigation to determine the propriety of any Work, or to remove or require the removal of any unapproved Work, then the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith.

10.7 Indemnification of ARC. The Master Association shall indemnify and hold harmless the ARC and its members from all costs, expenses and liabilities including attorneys' fees incurred by virtue of service as a member of the ARC.

10.8 **Liability Disclaimer.** Neither Declarant, the Master Association nor the ARC assumes any responsibility for the design or quality of materials, construction or structural soundness of any Improvements, Landscaping or Development, nor compliance thereby with any codes or standards or the Governmental Approvals.

10.9 **Costs of Architectural Review.** All unreimbursed costs incurred by the Association with respect to Architectural Review shall be a Common Expense.

ARTICLE 11 COMPLIANCE BY SUBDEVELOPERS AND ASSOCIATIONS

Each Sub-Developer as an Owner, and each Neighborhood Association shall be subject to, and comply with, this Master Declaration.

11.1 **Compliance by Neighborhood Associations.** Each Neighborhood Association shall carry out its administration of its respective Development Documents in accordance with the provisions of this Master Declaration, the Development Plan and the Governmental Approvals. Sub- Association Property shall be used only in accordance with this Master Declaration and the Development Plan, and shall not be altered, constructed, reconstructed or modified, except after approval by the ARC. Each Neighborhood Association agrees that, upon request, it will, unless prohibited by law, collect Master Association Assessments from its members as agent for and on behalf of the Master Association and remit such Assessments to the Master Association in accordance herewith. Upon a failure so to remit, such Neighborhood Association shall be liable to the Master Association for all amounts for which it is required to remit, and should it become necessary for the Master Association to enforce such right, it shall be entitled to collect from such Neighborhood Associations all costs thereof, including a reasonable attorney's fee. For all amounts, whether for Assessments collected or otherwise, that are delinquent in payment to the Master Association from a Neighborhood Association by more than thirty (30) days, such amounts shall bear interest at the highest rate permitted by law.

11.2 **Maintenance of Certain Facilities.** There are, or may be, certain Surface Water Management System Facilities within the Master Community, as permitted and approved by the Governmental Approvals. To the extent same may exist, Development Documents shall require that such Surface Water Management System Facilities be maintained in accordance with the Governmental Approvals, either by a Neighborhood Association or by the Master Association.

11.3 **Restriction on Amendment.** Once approved, no Development Documents may be amended in any way that would make them not in compliance with this Master Declaration or the Development Plan, or that would make them less restrictive, except with the consent of the Board.

11.4 **Standards for Review.** The Declarant shall have broad discretion in reviewing and approving development plans of a Sub-Developer under Section 11.01 hereof, it being recognized that it is in the interest of Declarant and the Master

Community that all parts thereof be developed in a first class manner, with requisite consistency for a comprehensive planned development.

ARTICLE 12 EASEMENTS

The following easements, licenses and servitudes are hereby established and reserved over, across, under and through the lands that are now or may hereafter become a part of the Master Community, including but not limited to, Lots, Units and Sub-Association Property, each to be a covenant running with the land and in favor of the Declarant, Master Association, individual or collective Owners, Sub-Developers, governments having, suppliers of utility services, the public, third parties, Neighborhood Associations and owners and occupants of adjacent lands, as the context may require.

12.1 Encroachments. If any Common Property shall encroach upon any Lot, Unit or Sub-Association Property by reason of original construction, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist in favor of the Master Association.

12.2 Maintenance. Such easements and licenses as may be reasonably necessary or desirable are reserved and provided for the purposes of maintenance, repair, replacement, rebuilding and reconstruction of all Common Property and Community Service Systems, and for implementation of any of the maintenance, repair, or other obligations of the Master Association.

12.3 Utility Easements. A perpetual, non-exclusive easement in favor of Declarant, its successors and assigns, and their respective mortgagees, upon, over, under and across the property within the Master Community for the purpose of maintaining, installing, repairing, altering or operating sewer lines, water lines, waterworks, irrigation works, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, weirs, syphons, valves, gates, pipelines, electronic security systems, all surface water facilities, including lakes and wells, and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing the Master Community, or any part thereof, as well as any property which could be a part of the Master Community, all such easements to be of a size, width and location as Declarant, in its discretion, deems best, but selected in a location so as not unreasonably to interfere with the use or construction of any Development or Improvements which are now, or will be, located within the Master Community.

12.4 Service Easement. The non-exclusive, perpetual easement and right of ingress and egress over and across the Common Property, Lots, Units and Sub-Association Property for the purpose of providing services and utilities to the Master Community, its Owners and occupants. Such easement and right of ingress and egress shall exist only to the extent and at such locations as may be reasonably required or

necessary to give full effect to the provision of the services contemplated hereby. Providers of all such services shall, to the extent practical, utilize public rights-of-way and easements; private easements as granted by Declarant, Sub- Developers, Neighborhood Associations or Owners; and practical means of access as exist by virtue of construction of roads, walks and paths within the Master Community. It is the intent hereof to establish the minimum practical easement necessary to assure the ability of the providers of services to the Master Community to provide same, it being intended that this easement shall not ordinarily be necessary where such services can be provided where specific public or private easements have been established. The easements hereby created shall be for the benefit of those providers of services such as delivery and pickup services; fire protection services; police, health and other governmental authorities; United States mail carriers; courier and other delivery services; representatives of electrical, telephone and other utilities authorized by Declarant, and to the providers of such other services as Declarant may from time to time designate prior to the Turnover Date. After the Turnover Date, the Board may designate such other service providers.

12.5 Easements for Surface Water Management System.

(a) The Surface Water Management System shall include perpetual, non-exclusive easements over all parts of the Master Community forming a part of the Surface Water Management System, including any area included within or supporting Surface Water Management System Facilities. Easements for the establishment, maintenance, inspection, monitoring, existence and operation of the Surface Water Management System are hereby established, created, reserved and granted in favor of Declarant (prior to the Turnover Date), the Master Association (with respect to the Common Property), other government agencies having jurisdiction, and the Owners of all Lots and Units served or" benefited thereby. Each such easement shall include the reasonable right of access for the purposes of carrying out any maintenance or other obligations with respect to the Surface Water Management System. Without limiting the generality of the foregoing, the Master Association, its agents, employees and contractors, shall have the reasonable right of access over all parts of the Common Property that may be reasonably necessary in order for the Master Association to carry out its maintenance and other responsibilities with respect to the Common Property.

(b) Surface Water Management System Facilities may, from time to time, be relocated or reconfigured with the consent and concurrence of the Declarant prior to the Turnover Date, and the Master Association thereafter (with respect to the Common Property) and the Owner of the fee underlying any lands that will be affected by such relocation or reconfiguration, provide that such relocation or reconfiguration is then in accordance with sound engineering practices and the Governmental Approvals. In the event of such relocation or reconfiguration, the easement for such facilities shall be deemed to have been revised and relocated so as to be congruent with the relocated or reconfigured facilities without the necessity of additional written documentation.

(c) Any amendment to the Master Association documents affecting the Surface Water Management System Facilities or any part of the Community Service

Systems including environmental conservation areas and water management portions of the Common Areas must be submitted to the Southwest Florida Water Management District ("SWFWMD") for determination as to whether the amendment necessitates a modification of the applicable environmental resource permit(s). If modification is necessary, SWFWMD will also so advise the permittee. The amendment affecting the system will not be finalized until any necessary permit modification is approved by SWFWMD or the Master Association is advised that a modification is not necessary.

(d) The Declarant has established the Master Association as a not-for-profit Florida corporation intended to exist in perpetuity. However, should the Master Association dissolve, the Community Service System and the Surface Water Management System and any of its systems and facilities shall be transferred to and maintained by one of the following:

(1) Local governmental units, including counties and municipalities, municipal taxing service units for taxing units;

(2) SWFWMD, or any other water control district created pursuant to Chapter 298, Florida Statutes, or any drainage district created by special act, or any special district defined in Chapter 189, Florida Statutes, or any Community Development District created pursuant to Chapter 190, Florida Statutes, or any special assessment district created pursuant to Chapter 170, Florida Statutes, or any water management district created pursuant to Chapter 373, Florida Statutes;

(3) State or Federal Agencies;

(4) Duly constituted communication, water, sewer, storm water, electrical or other public utility;

(5) Construction permittees subject to certain restrictions imposed by SWFWMD;

(6) Non-profit corporation, including homeowners' association, property owner's association, condominium association or master association, provided said non-profit corporation has sufficient powers reflected in its governing documents to:

a. Own and convey property;

b. Operate and perform maintenance of the permitted project on common property as exempted or permitted by SWFWMD;

c. Establish rules and regulations governing membership or take any other actions necessary for the purposes for which the corporation or association was organized;

d. Assess members for the cost of operating and maintaining the common property, including the stormwater management system, and enforce the collection of such assessments;

- e. Sue and be sued;
- f. Contract for services to provide for operation and maintenance (if the association contemplates employing a maintenance company);
- g. Require all owners of real property or units to be members of the corporation or association; and
- h. Demonstrate that the land on which the system is located is owned or otherwise controlled by the corporation or association to the extent necessary to operate and maintain the system or convey operation and maintenance to another entity.

(e) Should it become necessary, SWFWMD shall have the right to take enforcement action, including civil action for an injunction and penalties, against the Master Association, as SWFWMD may deem necessary, to compel the Association to correct any outstanding problems with system facilities or mitigation or conservation areas under the responsibility or control of the Master Association.

12.6 Authority To Grant Easements. To the extent that the creation of any easements created, reserved or contemplated herein require the execution or joinder of Owners, Neighborhood Associations, or their respective mortgagees, the Declarant, prior to the Turnover Date, and the Board thereafter, as the attorney-in-fact for such Owners and associations, may execute, acknowledge and deliver such instruments and the Owners, by the acceptance of deeds to their Lots and Units, irrevocably nominate, constitute and appoint the Declarant, and after the Turnover Date the Board, as their proper and legal attorneys-in-fact for purposes. Said appointment is coupled with an interest and is therefore irrevocable. Any instrument executed pursuant to this Section shall recite that it is made pursuant to this Section.

12.7 Right To Require Additional Easements. The ARC and Declarant may, as a condition of granting approval after Architectural Review or approval under Article 11, condition any such approval on the granting of such easements, licenses and servitudes as the ARC or Declarant, as appropriate, may deem reasonably necessary, required or desirable over any Lot, Unit or Sub-Association Property for access, utilities, drainage, the Central System or the Surface Water Management System, provided the granting of such easement will not unreasonably interfere with the use of such Lot, Unit or Sub-Association Property in accordance with the Development Plan. Determination that such an easement, license or servitude is reasonably necessary, required or desirable may be made by Declarant or the ARC in its sole discretion.

12.8 Perimeter Fence/Wall Easement. The Master Association shall have an easement for the maintenance and repair of a perimeter wall or fence surrounding the Property which wall or fence shall be deemed Common Property and a Common Expense of the Master Association.

ARTICLE 13 CENTRAL SYSTEM

13.1 **Ownership.** Declarant reserves, with the right to grant to its designated assignee, the exclusive right to own and operate any closed circuit television system, telecommunications system, master antennae system and related distribution and other ancillary services and facilities (the "Central System") in and upon the property subject to this Master Declaration.

13.2 Central System Easement.

(a) There is hereby established, and shall be reserved from each conveyance of a Lot and the common property of a Unit, a perpetual, non-exclusive five (5) foot wide easement along and adjacent to, both sides of all roads or streets within the Master Community. The five (5) foot wide easement shall extend in an outward direction for a distance of five (5) feet from the outer boundary of all such rights of way.

13.3 Cable Agreement.

(a) The Master Association has the power and authority to enter into a Cable Agreement, pursuant to which the Master Association is required to pay the Cable Provider a fee for each Improved Lot and Unit. For such fee, the Cable Provider is obligated to wire each residence and to provide service to such residence. Since the fee charged to the Master Association is a bulk rate, it is available only because the Master Association is obligated to pay for all Improved Lots and Units. For that reason, the payment of the Cable Assessment is **not** elective and each Owner will be assessed by the Master Association for the Cable Assessment whether the Owner elects to have such service or not. The Cable Assessment shall be a part of the Regular Assessment.

(b) The Board shall have the authority to negotiate and enter into amendments of the Cable Agreement with the Cable Provider, and to terminate or elect not to renew the Cable Agreement in accordance with its terms.

ARTICLE 14 USE AND CONSTRUCTION RESTRICTIONS

The following protective restrictions, limitations, conditions, requirements, guidelines and agreements are hereby imposed upon the Master Community and shall apply to Sub-Developers and other Owners of Lots and Units, their tenants and respective guests, families and invitees, and to each Neighborhood Association and its respective agents, employees, contractors, members and their guests.

14.1 **Compliance With Development Plan.** The Master Community, and all parts thereof, shall be improved, used and developed in accordance with the Development Plan.

14.2 **Residential Use.** Except as herein otherwise provided, no Lot or Unit shall be used for other than residential purposes. No building shall be erected,

altered, placed or permitted to remain on any Lot or Unit other than one used for residential purposes or purposes ancillary thereto. Nothing contained herein shall restrict the use of the Commercial Property, if any, nor restrict the Common Property, any Sub-Association Property, or other property from use in accordance with the Development Plan and this Master Declaration.

14.3 Commercial Use. Subject to the right of Declarant and Sub-Developers to use the Master Community for the development, construction, administration, sale and promotion of Lots and Units, and to maintain commercial offices in connection therewith during development, no Lot or Unit, other than designated Commercial Property, shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or any non-residential purpose, except as provided herein. The Board may, in its discretion, authorize use of a Lot or Unit for a home occupation, incidental to the primary residential use, provided such home occupation primarily involves administrative, artistic or professional activity. Any home occupation so approved may continue without further approval unless there is a significant change in the nature or scope of the activities involved. Notwithstanding the foregoing, Neighborhood and Sub-Association Property may have coin operated equipment for use by residents of the Neighborhood in which such equipment is located only, and such other vending equipment as may be approved by the Board and the Board of Directors of the Neighborhood Association having such jurisdiction. Sub-Association Property may be used for such purposes as may be consistent with the Development Plan and Development Documents approved by Declarant.

14.4 Signs. No sign or billboard of any kind shall be displayed to public view from any Lot, Unit, Sub-Association Property or living unit with improvement thereto, or elsewhere in the Master Community, except as follows:

(a) Directional and informational signs associated with the Common Property, Sub-Association Property, and development of the Master Community in general, as may be approved by the ARC.

(b) Signs used by Declarant, Sub-Developers and their respective successors or assigns or sales agents in connection with the development and sale of the Master Community, or parts thereof.

(c) Small address and family nameplates as may be approved by the ARC in accordance with Article 10.

(d) Signs identifying the builder or contractor or lender during the period of construction on a Lot or Unit, of such size or dimensions as may be approved by the ARC.

(e) Such other signs, whether free standing, attached, lighted, moving, informational, directional, promotional or for other purposes as may be approved by the ARC.

14.5 Noxious Activities. No noxious or offensive activity shall be carried upon or within any Lot, Unit, Sub-Association Property or building, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to any Member or unreasonable interference with the enjoyment of any Member's Lot, Unit, the Common Property or any Sub-Association Property.

14.6 Prohibition Against Further Subdivision. Once created, Lots shall not be further subdivided so as to create additional Lots except with written consent of Declarant and in accordance with the Development Plan.

14.7 Temporary Structures. No structure of a temporary character shall be placed upon any Lot, Unit or Sub-Association Property at any time; provided, however, that this prohibition shall not apply to shelters or temporary structures used by contractors during the construction of permanent structures or Sub-Developers, and their respective contractors and sub-contractors, during the carrying out of Development.

14.8 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Master Community, except that dogs, cats or other household pets may be kept upon and within the Lots and Units of their Owners, provided that they are not kept, bred or maintained for any commercial purpose or in numbers deemed unreasonable. Any such pets, whether from number, disposition or otherwise, that cause, create or contribute to a nuisance or unreasonable disturbance or annoyance or noise may be required to be permanently removed within ten (10) days of receipt of written notice from the Board to the Owner or other person responsible for such pet and the Owner of the Lot or Unit on which such person resides, if such Owner is not also the person responsible for the pet. All pet owners shall be fully responsible for the actions of their pets. Exposed excrement on Lots, Units, Sub- Association Property, Common Property, lawns or boulevards shall be considered a nuisance and an unreasonable annoyance hereunder. This provision shall not be deemed to prohibit more strict restrictions on pets to be contained in any Supplemental Master Declaration or any Development Documents.

14.9 Utilities. All utility services, including but not limited to, water, sewer, electric, gas, telephone and cable television, shall be located beneath ground, and no overhead or above ground wires or cables shall be permitted upon any Lot, Unit or Sub-Association Property or elsewhere within the Master Community except as may be expressly approved by the ARC.

14.10 Drainage. First floor levels, grading and contours of each Lot, Unit and Sub-Association Property shall be such as to provide proper drainage of the property without adversely affecting adjacent properties. Once a proper drainage pattern is established, no filling or grading shall be done that would adversely affect such drainage pattern. All slopes and swales providing such drainage shall be maintained. Protective slopes around all buildings shall be provided on every Lot and Sub-Association Property by the respective owner and swales and other drainage facilities shall be planned in accordance with sound engineering practices and

maintained and preserved to prevent standing water. No grass clippings, plant trimmings or other landscape or other debris shall be deposited in a swale, ditch, lake, pond or any other drainage, detention or retention facility within the Master Community, whether same be part of the Surface Water Management System or not. Any Owner or Neighborhood Association that causes or permits alteration of the contours of land or otherwise interferes with the Surface Water Management System Facilities shall be responsible for any damage caused thereby to other parts of the Master Community.

14.11 Additional Restrictions. In addition to this Master Declaration and Amendments and Supplements hereto, Declarant and Sub-Developers may record Development Documents for parts of the Master Community. Such Development Documents may vary as to different parts of the Master Community in accordance with the Development Plan and the location, topography and intended use of the land subject thereto. To the extent that any part of the Master Community is made subject to Development Documents, such land shall be subject both to those documents and this Master Declaration.

14.12 Yards and Lawns. That portion of each Lot and Neighborhood Association property, including the unpaved portion of any adjoining public or private street right of way, that is not covered by dwellings, patios, walkways or other Improvements approved by the ARC, shall be sodded with natural grass at the time of the original construction of Improvements unless otherwise expressly provided by the ARC. The lawn shall thereafter be maintained in good condition and replaced as may be necessary. In no event shall gravel or stone yards be permitted except as may be specifically permitted by the ARC. Nothing contained herein shall prohibit the use of gravel or wood shavings for decorative landscaping purposes of an otherwise sodded yard.

14.13 Mandatory Irrigation System. Each Lot, Unit and Sub-Association Property shall be required by the ARC to have an underground lawn irrigation system reflected on the plans and constructed as part of the original installation of Landscaping. The ARC may require such system to provide for a timer mechanism, in which event the proposed system shall contain such irrigation lines and sprinkler heads as may be approved by the ARC so as to provide for the capability of automated irrigation of lawns and other Landscaping.

14.14 Repair and Maintenance. Each Owner, his lessee or occupant, and each Neighborhood Association shall at all times maintain in good condition and repair each Lot, Unit and Sub-Association Property, and all Improvements thereto and Landscaping thereof. If any Owner or Neighborhood Association shall fail to maintain and repair, then the Master Association shall have the right, but not the obligation, to effect such maintenance or repair in accordance with Article 7.

14.15 Miscellaneous Visual Restrictions. No clothes lines or other exterior clothes drying apparatus shall be permitted within the Master Community, nor shall any clothes, sheets, blankets, towels or other articles be hung over fences or otherwise exposed, except in such manner as may be approved by regulations of the Master Association. Garage doors shall be kept in a closed position when not in use for ingress and egress. No outdoor burning shall be permitted. Mail boxes and supporting poles or structures shall be of a design approved by the ARC. Mail boxes within Neighborhoods may be clustered if approved by the ARC. All garbage and trash containers, tanks of any description, containers for liquefied gas and similar tanks and containers, as well as air conditioning compressors and irrigation and other pumps may be required by the ARC to be located either beneath ground level or within an enclosed area when viewed from the street or adjacent properties. Enclosures may consist of solid walls, decorative walls made of shadow block or similar material or design, decorative fences, landscaping or any combination thereof. Such enclosures shall be subject to Architectural Review. All solar heating and other alternative energy resource systems shall be so installed and maintained as not to be visible from the street or adjacent properties unless specifically authorized by the ARC.

14.16 Antennae and Masts.

(a) No antenna, mast, dish, disk or other similar device for sending or receiving television, radio, or other communication signals shall be erected, constructed, placed or permitted to remain upon any Lot, Unit or Sub- Association Property except where Federal Law makes such prohibitions invalid.

(b) All antennas, masts, satellite dishes, disks, or other similar telecommunications sending or receiving devices which may not be prohibited by reason of Federal law, shall be located as may be approved by the ARC, provided that (1) application may be submitted informally and without a fee, (2) the ARC shall approve of locations that minimize the visual impact of such devices when viewed from adjacent property, streets and roads, and (3) in no event shall the ARC impose any restriction on location that unreasonably delays the installation of such device, unreasonably increases the cost of installation, or unreasonably interferes with the quality of signal received thereby.

(c) The terms of Sub-Section 14.16(b) shall not apply to the construction and installation of the underground cable and the pedestals utilized by a Cable Provider.

14.17 Restriction on Right to Withdraw Water. No Owner or Neighborhood Association shall have the right to withdraw or use water from any lake, pond, retention facility or drainage ditch forming a part of the Surface Water Management System Facilities without the prior written approval of the Declarant and the Board. Sub-Developers may, in Development Documents, grant to Neighborhood Associations the right to pump and draw water from lakes and ponds forming a part of the Surface Water Management System Facilities with the written consent of the Consenting Authority and Declarant. The Consenting Authority shall mean such other

governmental entity as has authority to give such consent. The necessity for Declarant consent shall terminate five (5) years after the Turnover Date. Such right shall exist exclusively for irrigation purposes. Any such approval may be given unconditionally or conditioned upon such terms and limitations as the Consenting Authority may deem appropriate, in its sole discretion, including but not necessarily limited to the imposition of a charge to take and use such water. Any such approval once given may be revoked or suspended by the Consenting Authority if the Consenting Authority, in its sole discretion, determines that such right has been abused or that circumstances have changed so that it is in the best interest of the Surface Water Management System that such authorization be withdrawn. Likewise, the Consenting Authority may impose additional conditions or alter those already imposed. Nothing contained herein shall be deemed to impose any obligation upon the Consenting Authority or the Declarant to permit the withdrawal and use of such water by any Owner or association, and the Consenting Authority and Declarant may be arbitrary in reaching any determination hereunder. Provided, however, that those in substantially similar situations shall be treated in a uniform, fair and reasonable manner. If, however, the Consenting Authority has determined that there are a limited number of associations and Owners who may withdraw water from any given source, the Consenting Authority and Declarant may limit the number who may so withdraw and use such water, and establish such priorities as may be deemed appropriate. Any right to withdraw water granted an association in the Development Documents with required consent shall have priority over any right granted individual Owners to use such water.

14.18 Jurisdictional Wetlands. Certain parts of the Master Community are or may be identified as Jurisdictional Wetlands," being areas of environmentally sensitive lands subject to the jurisdiction or interest of governmental authorities. Jurisdictional Wetlands are and will be those parts of the Master Community identified as such from time to time pursuant to the Governmental Approvals as various development segments of the Master Community are approved for development and construction as part of the Development Plan. No owner, his lessees, guests, or occupants, and no Neighborhood Association shall do, cause or permit any dredging or filling of any such Jurisdictional Wetlands, except in conformance with the Governmental Approvals. As Jurisdictional Wetlands within the Master Community are identified, each Sub-Developer shall be obligated to designate and delineate the location thereof as part of its Development Documents. Such designation and delineation may be on recorded final subdivision plats, condominium surveys, plats and plot plans or on separate surveys attached to the deed of conveyance from such Sub-Developer. Copies of all such Development Documents designating and delineating Jurisdictional Wetlands shall be delivered to the Master Association.

14.19 Limitation on Boats. No engine driven boat of any kind shall be used on any lakes or ponds within the Master Community, except for such boats as may be used by Declarant, a Sub-Developer, Neighborhood Associations, or their respective contractors or agents, for the purposes of inspection and maintenance of such lakes and ponds.

14.20 Restriction on Certain Use of Vehicles, Parking and Towing. No

Owner shall keep or park on the Common Property or any Lot or Parcel, any trailer, camper, recreational vehicle, boat or truck (hereinafter referred to as a "Prohibited Vehicle"), it being intended that the only vehicles permitted to be kept on any Common Property, Lot or Parcel by Owners, their guests, licensees, invitees or assigns shall be motorbikes, motorcycles and customary private passenger vehicles, including vans, SUVs, and non-commercial pick-up trucks of the same approximate length as passenger vehicles. Any vehicle with signage or other personal, professional, or commercial promotion, solicitation or advertising of any kind shall be deemed a "Prohibited Vehicle" hereunder. This restriction shall not preclude entry onto the Common Property or any Lot or Parcel by necessary service or development related vehicles while in the active provision or delivery of said service(s) to the Owner of the applicable Common Property, Lot or Parcel, nor shall it preclude the storage of any Prohibited Vehicle completely within an enclosed garage located on a Lot within a Neighborhood, nor upon any Parcel or portion of the Common Property specifically designated by the Master Association as a parking area for such vehicles, if any. Notwithstanding the foregoing, this paragraph 14.20 shall not prohibit the limited, temporary parking of a Prohibited Vehicle completely within an Owner's Lot; provided, however, said parking must be reasonably necessary for the loading, unloading, preparation for use or preparation for storage of the Prohibited Vehicle, and limited to no more than twenty-four (24) consecutive hours in any forty-eight (48) hour period, or an aggregate of forty-eight (48) hours in any seven (7) day period.

No Owner or guest, licensee, invitee, or assign of an Owner shall repair or restore on the Common Property or any Lot or Parcel any vehicle of any kind unless said repair or restoration takes place entirely inside the Owner's garage or is a necessary emergency repair, and then only to the extent necessary to enable the movement thereof to a proper repair facility outside of the Master Community. Vehicles shall be parked only on paved surfaces and shall not block driveways, and no vehicle may be parked on any Neighborhood or Master Community streets overnight (11:00 p.m. to 7:00 a.m.). The Board of Directors shall have the right to have any mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, truck, motorcycle, motorbike, or other motor vehicle that is unlicensed, parked, kept, maintained, constructed, reconstructed or repaired in violation hereof towed away at the sole cost and expense of the owner or operator of the vehicle or equipment. Any expense incurred by the Master Association in connection with the towing of any vehicle or equipment shall be paid to the Master Association by the owner or operator of the vehicle or equipment. If the vehicle or equipment is owned by a Lot Owner, any amounts payable to the Master Association shall be secured by a Lien in the same manner as Assessments, and the Master Association may enforce collection of said amounts in the same manner provided for this Master Declaration for the collection of Assessments. The Master Association shall not be liable to the owner or operator of such vehicle for trespass, conversion or otherwise, not guilty of any criminal act, by reason of such towing and once a notice of towing is posted, neither its removal, nor failure of the owner or operator to receive such a notice shall be grounds for relief of any kind.

14.21 Leasing.

(a) **Leasing Limitations.** Except as otherwise permitted by the Declarant with regard to Lots or Units still owned by the Declarant, no lease or rental of a Unit or Lot may be for a term less than thirty (30) days nor may occur without submitting a copy of the lease to the Master Association with name, address, phone numbers and email of the tenant. No Owner may lease or rent his Unit or Lot if he is delinquent in the payment of any Assessments. The Association shall have the right to require, upon notice to all Owners, that a substantially uniform form of lease or sub-lease be used by all Owners (excluding the Declarant) intending to rent or lease after said notice and to provide such form as a Common Expense.

(b) **Use Rights.** A tenant of a Lot or Unit shall have all of the use rights in the Association Property and Common Areas otherwise readily available for use generally by Owners and the Owner of the leased Lot or Unit shall not have such rights, except as a guest. This shall not, however, interfere with access rights of an Owner as landlord pursuant to applicable law.

(c) **Definitions.** The lease of a Unit is defined as occupancy of the Lot or Unit by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Section 14.21 of this Master Declaration. The term "tenant" and "lessee" shall likewise be used interchangeably.

(d) **Tenant Conduct, Remedies.** All leases shall be in writing and may be on a uniform form of lease or lease addendum if so promulgated by the Master Association. Uniform leases, addenda and all other leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Master Declaration, Articles of Incorporation, By-Laws and Rules and Regulations as the same may be amended from time to time (the "Governing Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Governing Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a tenant fails to abide by the Governing Documents, the Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Master Association as to the tenant. The Owners shall have the duty to bring his tenant's conduct into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the tenant into compliance with the Governing Documents, the Master Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Governing Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the Owners. The Master

Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Owner which shall be secured by a continuing lien in the same manner as assessment charges.

(e) Non-Payment of Assessments.

(1) If the Lot or Unit is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Master Association, the Master Association may make a written demand that the tenant pay the future monetary obligations related to the Lot or Unit to the Master Association, and the tenant must make such payment. The demand is continuing in nature and, upon demand, the tenant must pay the monetary obligations to the Master Association until the Master Association releases the tenant or the tenant discontinues tenancy in the Lot or Unit. The Master Association must mail written notice to the Owner of the Master Association's demand that the tenant make payments to the Master Association. The Master Association shall, upon request, provide the tenant with written receipts for payments made. A tenant who acts in good faith in response to a written demand from the Master Association is immune from any claim from the Owner.

(2) If the tenant prepaid rent to the Owner before receiving the demand from the Association and provides written evidence of paying the rent to the Master Association within fourteen (14) days after receiving the demand, the tenant shall receive credit for the prepaid rent for the applicable period and must make any subsequent rental payments to the Master Association to be credited against the monetary obligations of the Owner to the Master Association.

(3) The tenant is not liable for increases in the amount of the monetary obligations due unless the tenant was notified in writing of the increase at least 10 days before the date the rent is due. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant's landlord shall provide the tenant a credit against rents due to the Owner in the amount of moneys paid to the Master Association under this provision.

(4) The Master Association may issue notices under Section 83.56, Florida Statutes, and may sue for eviction under Subsection 83.59-83.625, F.S., as if the Master Association were a landlord under part II of Chapter 83 if the tenant fails to pay a required payment to the Master Association. However, the Master Association is not otherwise considered a landlord under Chapter 83, F.S., and specifically has no duties under Section 83.51, F.S.

(5) The tenant does not, by virtue of payment of monetary obligations to the Master Association, have any of the rights of an Owner to vote in any election or to examine the books and records of the Master Association.

(6) A court may supersede the effect of this subsection by appointing a receiver.

Owner and his tenant acknowledge that it is the responsibility of the Owner to pay all Master Association fees and assessments assessed against the Lot or Unit in accordance with the Governing Documents. In the event that the Master Association has properly filed a lien against the Lot or Unit for such non-payment, upon notice to the Owner's tenant, the tenant shall pay rent directly to the Master Association, which shall be applied to the Owner's delinquent account. Said payments shall continue to be made by the tenant in lieu of rent to the Owner landlord until the tenant receives notice from the Master Association in writing that the Owner's account is paid in full and current. The tenant's failure to pay the Master Association as required herein after receiving notice requiring the same shall be deemed a breach of lease. Any payments submitted by the tenant to the Master Association in excess of the delinquent amount will either be credited to the Owner's account or returned to the Owner.

(f) **Security Deposit.** The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective lessee or Owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Master Association to protect against damage to the Common Elements or Master Association property. Payment of interest claims against the deposit, refunds and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

14.22 **Lost Privileges.** No Owner shall either lend their pool/clubhouse access cards to Owners who are delinquent in the payment of assessments and have lost their privileges, or let delinquent Owners in the pool or clubhouse personally. Any Owner who violates this Section 14.22 shall be subject to enforcement and penalties found in the Master Declaration, Articles of Incorporation and Bylaws.

ARTICLE 15 GENERAL PROVISIONS

15.1 **Enforcement.** The Master Association or any Owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Master Declaration, or any amendment hereto, including the right to prevent the violation of any such provisions and the right to recover damages for such violations; provided, however, that with respect to Assessment liens the Board shall have the exclusive right to the enforcement thereof. Provided further, no enforcement proceeding may be maintained by the Owners of fewer than thirty (30) Lots and Units. The provisions hereof may likewise be enforced by any Neighborhood Association, acting on behalf of the Owners of property therein. Failure of the Master Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

15.2 **Severability.** Invalidation of any part of this Master Declaration by a court of competent jurisdiction shall not affect any other provisions, which shall remain in full force and effect.

15.3 **Covenants.** The covenants, conditions and restrictions of this Master Declaration shall apply to the Property submitted to this Master Declaration and shall run with the land, bind all the property and inure to the benefit of, and be enforceable by, the Master Association, any Owner or any Neighborhood Association as provided above, their respective personal representatives, heirs, successors and assigns, for a term of 99 years from the date the Original Declaration was recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of twenty-five (25) years, unless an instrument, signed by the Owners of two-thirds of the Lots and Units has been recorded at least one (1) year prior to the end of any such period agreeing to terminate this Master Declaration. No such termination shall impair the rights of any Owner or Lot or Unit to the use and benefit of any easements set forth herein. Provided, however, that at any time by a 60% majority vote of the Members of the Master Association, this Master Declaration may be amended where necessary to comply with regulations of the Veterans Administration, the Federal Housing Administration, the office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Corporation, the Federal Home Loan Bank Board or other similar governmental agency. These Covenants may also be amended by the Declarant at any time prior to the Turn-over.

15.4 **Construction.** The provisions of this Master Declaration shall be liberally construed to effect its purpose of creating a plan for the development of high quality residential community. Therefore, in addition to the maintenance, preservation and regulation of the Common Property, the approval of the development plans, Development Documents and the exercise of the Architectural Review are priority objectives of this Master Declaration and the Master Association. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. This Master Declaration shall be construed under the law of Florida and shall not be construed more strongly against any party to any action, regardless of who may have prepared it. Whenever the context of this Master Declaration, the Articles or Bylaws, require, the singular shall include the plural and the plural the singular, and anyone gender may refer to any other gender.

15.5 **Amendment.** Except for Declarant's rights to amend pursuant to Section 15.07, this Master Declaration may be amended only by the approval of not less than sixty (60%) percent of the voting interests voting at a duly convened meeting.

15.6 **Attorneys' Fees.** In the event any action is instituted to enforce or construe the provisions contained in this Master Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment a reasonable attorney's fees and the costs of such suit. In the event the Master Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Special Assessment with respect to the Lot or Unit involved in the action.

15.7 **Declarant.** Anything herein to the contrary notwithstanding, prior to the Turnover Date, Declarant reserves the right to amend this Master Declaration, the Articles and the Bylaws in any manner whatsoever; provided, however, that Declarant may not delete or convey to another party any Common Property designated, submitted or committed to common usage if such deletion or conveyance would materially and adversely change the nature, size or quality of the Common Property. Declarant further reserves the right to erect temporary structures for use in its development business, and otherwise to establish and use any part of the property covered hereby for the development, construction, marketing, promotion and sale of Lots, Units and improvements thereto within the Master Community. So long as Declarant owns any Lot, Unit or other property covered hereby of record, it may establish licenses, reservations, easements and rights of way in favor of itself, the Master Association, suppliers of utility and similar services and public authorities as may from time to time be reasonably necessary to the proper development and disposition of the Master Community, and the Common Property. Declarant's rights hereunder may be assigned to any successor to all or any part of Declarant's interest in the Master Community, by express assignment incorporated in a deed or by separate instrument, and such Declarant rights shall inure to any mortgagee of Declarant who acquires title to undeveloped portions of the property by foreclosure or deed in lieu of foreclosure or to a successor Declarant acquiring title through foreclosure or from a mortgagee or other acquiring title through such foreclosure or deed in lieu thereof.

15.8 **Obligation to Accept Deed.** The Master Association shall be obligated to accept deeds and other instruments of transfer from the Declarant or others upon the direction of Declarant conveying any property within the Master Community. The Master Association shall also be obligated to maintain any areas within the Master Community assigned to it for maintenance by Declarant.

15.9 **Surface Water Management System Facilities.**

(a) The Surface Water Management System Facilities, also called Water Facilities, shall include, but are not limited to: 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.

(b) The Surface Water Management System Facilities are located on land that is or will be designated common property in this Master Declaration and such facilities are located on land that is subject to an easement for surface water management purposes in favor of the Master Association and its successors and assigns.

(c) 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 includes a

wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut trimmed or sprayed with herbicide without specific written approval from SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Environmental Resource Permit may be conducted without specific written approval from SWFWMD.

(d) The Master 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.

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

(f) Any amendment of the Master Declaration, Declaration of Protective Covenants, Deed Restrictions or Declaration of Condominium 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 SWFWMD. The term "Surface Water Management District" as used in this Master Declaration shall mean SWFWMD and its successors.

(g) The restrictions set forth herein for Surface Water Management System Facilities shall be in effect for at least 25 years with automatic renewal periods thereafter.

(h) If the Master Association ceases to exist, all of the unit 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.

(i) For on-site wetland mitigation which requires ongoing monitoring and maintenance, the Master Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until SWFWMD determines that the area(s) is successful in accordance with the Environmental Resource Permit.

(j) If the Master Association is the Transferee, expenses incurred for the operation, maintenance and replacement of the Surface Water System Facilities are deemed to be a Common Expense of the Association.

(k) The Developer hereby reserves for itself, its successors and assigns, and grants to the Master Association, and its respective designees, a

perpetual, non-exclusive easement over and across all areas of the Water Facilities located within the Property for the purposes of managing the Water Facilities, including the drainage of storm water from the Master Association Property.

(l) Upon acceptance of maintenance responsibility for Water Facilities, or any part thereof, by a governmental entity, the Association's maintenance obligation for the Water Facilities shall be secondary.

(m) The Master Association shall have all authority and power to comply with all requirements of SWFWMD.

(n) The established wetland buffers which are part of the Surface Water System Facilities shall remain undisturbed except for approved drainage facility construction or maintenance. Each Parcel Owner shall comply with the construction plans for the Surface Water Management System approved and on file with SWFWMD.

15.10 Compulsory Construction and Completion of Residences. Each Owner of a Parcel without a residence located thereon shall, within twelve (12) months of acquisition of the Parcel, commence construction of a single-family residence ("Residence") upon the Parcel, and thereafter diligently and timely pursue and complete construction of the Residence within eighteen (18) months of the date of commencement. The date of commencement of construction ("Commencement Date") as referred to herein shall be evidenced by appropriate building permits issued to the Owner and the completion of poured footers and a slab for the Residence. The date of completion of construction ("Completion Date") as referred to herein shall be evidenced by Owner's receipt of a final Certificate of Occupancy for the Residence. If construction is delayed by events constituting acts of God, impossibility of performance or frustration of purpose under Florida law, the Commencement and/or Completion Date as set forth herein above shall be extended accordingly, by the applicable period of delay affecting Purchaser's ability to meet each respective deadline date. However, no requirement set forth herein shall be deemed or construed to waive compliance with or otherwise supersede the Architectural Review requirements and Residence Standards set forth elsewhere in this Master Declaration and/or the Neighborhood Declaration. The Declarant has retained the right to approve the plans and specifications for all residential structures and improvements to be constructed or located within the community, and Parcel Owners must seek and obtain Seller's prior written approval before construction of a Residence.

15.11 Repurchase Rights in Favor of Declarant. The Declarant shall have the right, but not the obligation, to repurchase a Parcel if one or more of the following events should occur: (i) Owner does not commence construction of the Residence by the Commencement Date; (ii) Owner does not complete construction of the Residence by the Completion Date; or (iii) Owner sells, assigns, conveys, transfers or in any other manner alienates or attempts to alienate its right of control over, or legal or beneficial ownership interest in, the Parcel, voluntarily or otherwise, including without limitation, the transfer of corporate stock, partnership or membership interests, or other legal or beneficial ownership and/or control of the Parcel, as applicable, prior to the completion of construction of the Residence. The rights of Declarant hereunder shall be

superior to those of all subsequent title holders of the Parcel unless or until a specific release is recorded in the Public Records of Sumter County, Florida by the Declarant.

15.12 **Repurchase Price.** The repurchase price ("Repurchase Price") of a Parcel hereunder shall be an amount equal to ninety percent (90%) of the purchase price originally paid to the Declarant for purchase of the Parcel, plus one hundred percent (100%) of Costs, less Expenses. "Costs" shall be defined as the actual hard costs which the Parcel Owner has paid with respect to construction of the Residence and improvements to the Parcel. Soft costs in the nature of professional fees paid to third parties in connection with design or construction of the Residence, including without limitation engineering, architectural, marketing and consulting costs, are hereby expressly excluded from the term "Costs" as used hereunder. All Costs shall be evidenced by invoices marked up and in fact paid, together with proof of payment as requested by the Declarant. "Expenses" shall be defined as (i) an amount equal to the closing costs and expenses incurred by the purchaser in connection with the original sale of the Parcel by the Declarant to the initial purchaser (including without limitation, brokerage commissions); (ii) the amount of any liens which the Declarant may be obligated to assume or pay in order to obtain unencumbered marketable title to the Parcel and the Residence and any improvements to the Parcel in connection with the repurchase. The Declarant's obligation to pay for any improvements located upon the Parcel shall be conditioned upon all such improvements having been approved in advance by the Declarant pursuant to the terms of this Master Declaration and/or the Neighborhood Declaration, and completed in full compliance with all applicable governmental codes, ordinances, permits and approvals.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name by an officer thereunto duly authorized as of the day and year first above written.

Witnesses:

POWER CORPORATION,
A Florida corporation

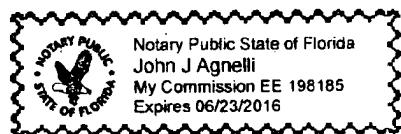
Melanie VanderBrink
Print Name: Melanie VanderBrink

By: William T. Higgs
William T. Higgs, as President

John J. Agnelli
Print Name: John J. Agnelli

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 8th day of May, 2015 by William T. Higgs, as President of Power Corporation, a Florida corporation, on behalf of the corporation, who is personally known to me or produced as identification.



John J. Agnelli
Notary Public

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EXHIBIT 1

Articles of Incorporation
Of
Lakeside Landings Master Association, Inc.
A Corporation Not for Profit

The undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes and certifies as follows:

ARTICLE I. NAME

The name of the corporation shall be "Lakeside Landings Master Association, Inc.". For convenience the corporation shall be hereinafter be referred to as the "Master Association."

ARTICLE II. PURPOSE

2.1 Purpose: The purpose for which the Master Association is organized is to provide an entity for the maintenance, preservation, management and control of the Common Property of Lakeside Landings, a planned community located in Sumter County, Florida, in accordance with the "Master Declaration of Covenants, Conditions and Restrictions for Lakeside Landings" herein called the "Master Declaration," which is to be recorded in the Public Records of Sumter County, Florida, as same may be from time to time, amended. The Master Association shall have the further purpose of promoting the health, safety and welfare of the owners and residents of Lakeside Landings, consistent with the Master Declaration, these Articles and the By-Laws of the Master Association, and the other documents relating to the operation and maintenance of Lakeside Landings (hereinafter referred to as "Lakeside Landings"). The Master Association is not incorporated for the purpose of managing or operating any condominium that may be a Component Community of Lakeside Landings, nor shall it have the purpose or power of serving as a Condominium Association under Chapter 718, Florida Statutes. The Master Association shall be a Chapter 720, FL. Statute Association.

ARTICLE III. POWERS

3.1 Common Law and Statutory Powers: The Master Association shall have all of the common law and statutory powers of a not for profit corporation, so long as they are not in conflict with these Articles or the Master Declaration.

3.2 Specific Powers: The Master Association shall have all of the powers and duties set forth in the Master Declaration, as amended from time to time, (except as validly limited by these Articles and by said Master Declaration), and all of the powers and duties reasonably necessary to own, operate, administer or maintain the Common Property of Lakeside Landings pursuant to said Master Declaration and to perform the maintenance, administrative, managerial and other functions for Lakeside Landings as provided in said Master Declaration, including but not limited to the following:

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
11:49:59AM B-1486 P-498

Inst:201560016863 Date:5/27/2015 Time:10:50 AM
____DC,Gloria R. Hayward,Sumter County Page 50 of 87 B:2963 P:263

H05000228969 3

- (a) To make and collect Assessments against Members as Owners of Units and Lots and to defray the cost of the Common Expenses of Lakeside Landings as provided in the Master Declaration.
- (b) To use the proceeds of Assessments in the exercise of its powers and duties.
- (c) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain and administer the use of the Common Property of Lakeside Landings in accordance with the Master Declaration.
- (d) To purchase insurance upon the Common Property for the protection of the Master Association and its Members.
- (e) To reconstruct improvements to the Common Property after casualties and further to improve the Common Property in accordance with the Master Declaration.
- (f) To adopt and amend reasonable rules and regulations respecting the use of the Common Property in accordance with the Master Declaration.
- (g) To enforce by legal means the provisions of the Master Declaration, the By-Laws of the Master Association, and regulations duly adopted by the Master Association.
- (h) To furnish or otherwise provide for private security, fire protection or such other services as the Board of Directors in its discretion determines necessary or appropriate.
- (i) To pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners thereof.
- (j) To obtain all required utility and other services for the Common Property.
- (k) To establish, maintain, repair, replace, manage and administer Community Service Systems for the common use, benefit and enjoyment of the Owners and residents of Lakeside Landings in accordance with the Master Declaration.
- (l) To negotiate and contract for such materials and services for the benefit of all or any part of the Owners as agent on behalf thereof, in accordance with the Master Declaration, and in particular, to enter into bulk service contracts for cable television and high speed internet service and other similar services.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
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H05000228969 3

- (m) To borrow money and to pledge assets of the Master Association as security therefore pursuant to the Master Declaration.
- (n) To employ personnel for reasonable compensation to perform the services required for the proper carrying out of the Master Association responsibilities.
- (o) To repair and maintain such parts of Lakeside Landings as may be provided in the Master Declaration.
- (p) To enter into agreements whereby it acquires additional Common Property, including but not limited to, leasehold memberships and other possessory or use interests in lands or facilities, whether or not contiguous to Lakeside Landings, intended to provide for the enjoyment, recreation or other benefit to Owners.
- (q) To exercise such further authority as may be reasonably necessary to carry out each and everyone of the obligations of the Master Association set forth in the Master Declaration.
- (r) To enter into one or more contracts for the management of the Master Association, the Common Property, and any part thereof.
- (s) To dedicate or transfer all or any part of the Common Property to a public authority in accordance with the Master Declaration.
- (t) To enforce by legal means the provisions of the Master Declaration, the By-Laws, and the Rules and Regulations, so as to secure the purposes of such documents.
- (u) To exercise the right of Architectural Review in accordance with the Master Declaration.
- (v) To transfer maintenance responsibilities in accordance with the Master Declaration.

3.3 Assets Held in Trust: All funds and the title of all properties acquired by the Master Association and the proceeds thereof shall be held in trust for the Members, in accordance with the Provisions of the Master Declaration, these Articles and the By-Laws of the Master Association.

3.4 Limitation on Exercise of Power: The powers of the Master Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, the Master Declaration, these Articles and the By-Laws of the Master Association.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
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ARTICLE IV. MEMBERS

4.1 Members: The Members of the Master Association shall consist of all of the record owners of Lots and Units in Lakeside Landings once said Lot or Unit is made subject to the Master Declaration, and the Declarant Member or Members as provided in the Master Declaration.

4.2 Change of Membership: Change of membership in the Master Association shall be established by the change of record title to a Lot or Unit in Lakeside Landings, as provided in the By-Laws.

4.3 Limitation on a Transfer of Shares or Assets: The share of a Member in the funds and assets of the Master Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Member's Lot or Unit.

4.4 Voting: The Owners of each Lot or Unit in Lakeside Landings shall be collectively entitled to one (1) vote for each owned Lot and one (1) vote for each owned Unit that is subject to the Master Declaration provided, however, that the Declarant shall, prior to turn-over, as described in the Master Declaration, be entitled to the number of votes provided in the Master Declaration. The manner of exercising voting rights shall be determined by the Master Declaration and By-Laws of the Master Association. Owners owning more than one Lot or Unit shall be entitled to separate votes for each Lot or Unit owned. Voting rights shall be subject to such provisions for delegation thereof and the granting of proxies as may be provided in the Master Declaration and the By-Laws.

ARTICLE V. DIRECTORS

5.1 Board of Directors: The affairs of the Master Association shall be managed by a Board of Directors consisting of an odd number of members determined from time to time in accordance with the By-Laws. In no event shall the Board of Directors consist of fewer than three Directors. Directors shall be members of the Master Association except that prior to turn-over the Declarant has the right to appoint directors. Directors appointed by the Declarant need not be members.

5.2 Election of Directors: Directors of the Master Association shall be elected at the annual meeting of the members, in the manner provided in the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

5.3 First Board of Directors: The names and addresses of the initial Board of Directors, who have been selected by the Declarant and who shall serve until their successors are appointed or elected, or until they resign or are removed, are as follows:

James E. Tackett

2666 Airport Road South
Naples, Florida 34112

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
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H05000228969 3

John J. Agnelli

2666 Airport Road South
Naples, Florida 34112

Antonia M. Higgs

2666 Airport Road South
Naples, Florida 34112

The initial directors designated by Declarant herein, and any Directors subsequently designated or appointed or elected by Declarant, need not be Members of the Master Association.

ARTICLE VI. OFFICERS

6.1 Officers: the affairs of the Master Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be created by the Board of Directors as permitted by the By-Laws. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Master Association and shall serve at the pleasure of the Board. Offices may be combined as provided in the By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: James E. Tackett

2666 Airport Road South
Naples, Florida 34112

Vice-President: John J. Agnelli

2666 Airport Road South
Naples, Florida 34112

Secretary: Antonia M. Higgs

2666 Airport Road South
Naples, Florida 34112

Treasurer: Lisa Loiacano

2666 Airport Road South
Naples, Florida 34112

ARTICLE VII. INDEMNIFICATION

7.1 Indemnification: Every director and every officer of the Master Association shall be indemnified by the Master Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer at the time such expenses are incurred, except when the Director or officer is guilty of willful and wanton misfeasance or malfeasance in the performance of his duties or such director or officer has engaged in any criminal activity, unless such director or officer acted in good faith and in a manner in which he reasonably believed was in, or not opposed to, the best interest of the Master Association, and had no reasonable cause to believe his action was unlawful.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
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H05000228969 3

7.2 Insurance: The Board of Directors of the Master Association may purchase officers and directors liability insurance to insure all Directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the Members of the Master Association as part of the Common Expenses.

ARTICLE VIII. BY-LAWS

8.1 By-Laws: The first By-Laws of the Master Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded by a majority of the Board, except as otherwise may be provided in the By-Laws and the Master Declaration.

ARTICLE IX. AMENDMENTS

9.1 Amendments: These Articles may be altered, amended or modified as provided for by law. Anything contained herein to the contrary notwithstanding, during the period of Declarant Membership status as defined in the Master Declaration, Declarant may amend these Articles independently, and without the necessity of a vote by the Regular Members.

ARTICLE X. EXISTENCE

10.1 The term of the Master Association shall be perpetual.

ARTICLE XI. SUBSCRIBER

11.1 The name and address of the subscriber of these Articles of Incorporation is as follows:

William T. Higgs
2666 Airport Road South
Naples, FL 34112

ARTICLE XII. REGISTERED OFFICE AND AGENT

12.1 The Master Association shall have its Registered Office at 2666 Airport Road South, Naples, Florida 34112, and hereby names John J. Agnelli at that office as its Registered and Resident Agent. By affixing his signature hereto, the said John J. Agnelli does hereby accept said designation and appointment and agrees to comply with the laws of Florida relating to such office, and the office of the Master Association shall be at said address.

ARTICLE XIII. DEFINITIONS

13.1 Terms used herein and in the By-Laws shall have the definitions and meanings thereof set forth in the Master Declaration, unless the context shall otherwise require.

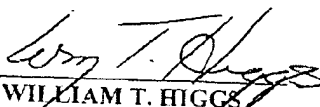
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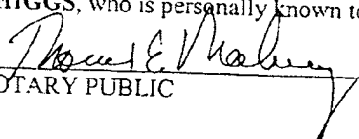
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IN WITNESS WHEREOF, the Subscriber has caused this document to be executed this
26 day of SEPT, 2005.


WILLIAM T. HIGGS

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was subscribed and acknowledged before me this 26 day of
SEPT, 2005 by WILLIAM T. HIGGS, who is personally known to me.


NOTARY PUBLIC

Typed or printed name of notary
MY COMMISSION EXPIRES:



Thomas E. Maloney
MY COMMISSION # DD248083 EXPIRES
November 21, 2007
BONDED THRU TROY FARM INSURANCE, INC.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

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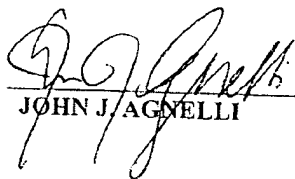
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DC,Gloria R. Hayward,Sumter County Page 56 of 87 B:2963 P:269

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ACCEPTANCE BY REGISTERED AGENT

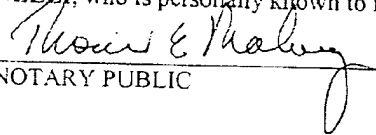
The undersigned, John J. Agnelli, hereby accepts designation as Registered Agent and Resident Agent of the foregoing corporation.

Dated this 26 day of SEPT, 2005.


JOHN J. AGNELLI

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was subscribed and acknowledged before me this 26 day of SEPT, 2005 by JOHN J. AGNELLI, who is personally known to me.


NOTARY PUBLIC

Typed or printed name of notary
MY COMMISSION EXPIRES:



Thomas E. Maloney
MY COMMISSION # D0240083 EXPIRES
November 21, 2007
BONDED THRU FIDELITY INSURANCE, INC.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

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DC,Gloria R. Hayward,Sumter County Page 57 of 87 B:2963 P:270

EXHIBIT 2

**Bylaws For
Lakeside Landings Master Association, Inc
A Florida Not-For-Profit Corporation**

These are the Bylaws for Lakeside Landings Master Association, Inc., which is referred to herein as the "Master Association." Capitalized terms used herein shall have the meanings given them in the Master Declaration unless otherwise expressly provided herein.

**ARTICLE 1
PURPOSE**

1.01 Purpose. The Master Association has been organized for the purpose of administering, maintaining, preserving, and managing property in accordance with the Master Declaration of Covenants, Conditions and Restrictions for Lakeside Landings, as it may be amended and supplemented from time to time, (the "Master Declaration") and to promote the health, safety and welfare of the Owners and residents of such property.

1.02 Office. The office of the Master Association shall be at 2666 S. Airport Road, Naples, FL 34112, until otherwise changed by the Board.

1.03 Fiscal Year. The Fiscal Year of the Master Association shall be the calendar year.

1.04 Seal. The Seal of the Master Association shall bear the name of the Master Association, the word "Florida," the words "Corporation Not for Profit" and the year of incorporation.

**ARTICLE 2
REGULAR MEMBERS**

2.01 Qualification. Membership shall be determined in accordance with the Master Declaration.

2.02 Change of Regular Membership. Change of Regular Membership in the Master Association shall be established by the transfer of an ownership interest in a non-condominium Lot (Lot) or Condominium Unit (Unit) in the Master Community, whether by execution and delivery of a deed or other instrument or the occurrence or non- occurrence of an event that gives rise to such change in ownership. Upon the happening of such event, the Owner established by such circumstance shall thereupon become a Regular Member of the Master Association and the membership of the prior Owner whose qualifying interest in such Lot or Unit has ended shall terminate. The Board may establish reasonable rules and regulations for the provision to it of appropriate notice and evidence of such change of ownership, including but not necessarily limited to, delivery to the Master Association of a copy of instruments evidencing such change. Until appropriate evidence of a change of ownership as may be reasonably required by the Master Association is furnished to it, the Master Association may rely upon its record of Regular Members.

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SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
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2.03 Evidence of Membership. There shall be no stock or membership certificates in the Master Association. Every Owner of a Lot or Unit is a regular member of the Association. The Declarant is a member of the Association.

ARTICLE 3 VOTING

3.01 Voting Interests. There shall be one (1) vote for each Lot or Unit owned by Regular Members, (collectively, the "Regular Votes"). Prior to the Turnover Date, Declarant has that number of votes equal to three (3) times the total number of Regular Votes, plus one (the "Declarant Votes"). Thus, prior to the Turnover Date, Declarant shall have the right to control the Master Association. After the Turnover Date, there shall be only Regular Votes, and Declarant shall be deemed to be a Regular Member for purposes of determining the number of Regular Votes. The term "Voting Interests" as used herein and in the Master Declaration refers to all votes, i.e., the Regular Votes and the Declarant votes.

3.02 Voting Procedure. Decisions of the Master Association shall be made by a simple majority of the Voting Interests represented and cast at a meeting at which a quorum is present, unless a greater percentage is required by the Master Declaration, the Articles, these Bylaws, or by law. A Voting Interest may be represented at a meeting in person, or by proxy.

3.03 Quorum. A quorum shall exist when Members entitled to cast not fewer than fifteen (15%) percent of all Voting Interests are present, either in person or by proxy.

3.04 Designation of Voting Representative. The right to cast the vote attributable to each Lot and Unit shall be determined, established and limited pursuant to the provisions of this Section.

3.04.1 Single Owner. If a Lot or Unit is owned by one natural person, that person is entitled to cast the vote(s) attributable to such Lot or Unit.

3.04.2 Multiple Owners. If a Lot or Unit is owned by more than one person, the person entitled to cast the vote(s) attributable to such Lot or Unit shall be designated by a certificate signed by all of the Owners and filed with the Master Association. If no certificate designating such person is on file with the Master Association, and only one of the Owners is present at a meeting, he or she may cast the vote without concurrence of the other Owners. If two or more of the Owners are present, they may jointly cast the vote if they are able to agree on the manner of casting such vote, but if they are unable so to agree, their vote shall not be counted on any such matter, although such vote(s) may still be counted for purposes of a quorum.

3.04.3 Life Estate. If a Lot or Unit is owned as a life estate, the life tenant shall be entitled to cast the vote attributable to the Lot or Unit.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
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SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
11:49:59AM B-1486 P-508

3.04.4 Corporations, Partnerships and Limited Liability Companies. If a Lot or Unit is owned by a corporation, partnership or limited liability company, the officer, partner, manager, member, employee or agent thereof entitled to cast the vote(s) attributable to such Lot or Unit shall be designated by a certificate executed by an executive officer, general partner, manager, or managing member, as applicable, and filed with the Master Association. If no certificate is filed, any officer or partner may cast the vote, until the Master Association is made aware of some challenge to such person's authority, in which case no vote shall be counted until a certificate is filed.

3.04.5 Trustees. If a Lot or Unit is owned by trustees, the trustees shall be entitled to cast the vote(s). Multiple trustees shall be subject to the same provisions as multiple Owners. Trustees may by certificate executed by all trustees and filed with the Master Association designate a beneficiary as the person entitled to cast the vote.

3.04.6 Estates and Guardianships. If a Lot or Unit is subject to administration by a duly authorized and acting personal representative or guardian of the property, then such fiduciary shall be entitled to cast the vote attributable to such Lot or Unit upon filing with the Association a current certified copy of his letters of administration or guardianship. Multiple fiduciaries shall be subject to the same provisions as multiple trustees.

3.04.7 Leases. If a Lot or Unit is leased, the Owner/Lessor shall be entitled to cast the vote, except that the Owner may designate a lessee as the person entitled to cast the vote attributable to the Lot or Unit by a certificate executed by all Owners and filed with the Master Association.

3.04.8 Certificates. Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until the earlier of any date specified therein or the revocation of such certificate in writing delivered to the Master Association.

3.05 Proxies. Votes may be cast in person or by proxy. A proxy shall be in writing, be dated, state the date, time and place of the meeting for which it is given, and be signed by the designated voting representative, or the Owner(s) if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, as the meeting may lawfully be adjourned and reconvened from time to time, and must be filed with the Master Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Master Association prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person by the person executing said proxy at any meeting or adjournment thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
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3.06 Method of Voting. Subject to the provisions of the Master Declaration, voting may be by roll call, voice vote or by written ballot; provided, however, that whenever written approval is required by the Master Declaration, whenever an amendment to the Master Declaration, Articles or these Bylaws is proposed, or when any borrowing of funds is proposed, the voting shall be by written ballot. Routine matters, such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business, may be determined by "yea" and "nays;" provided, that Members entitled to cast not fewer than fifty (50) votes, or the chairman, may require a roll call vote or vote by written ballot.

3.07 Voting. Members shall vote in person or by proxy, until such time as the Community Association Act is amended to allow voting by members by ballots mailed or delivered prior to the meeting. Upon such amendment, the voting permitted by the Act may be adopted by the Board of Directors and used for any vote.

ARTICLE 4 MEETINGS OF MEMBERS

4.01 Annual Meeting. The annual meeting of the Members shall be held during the months of April or May of each year on a day and at a time determined by the Board, provided that notice pursuant to Section 4.03. is given at least thirty (30) days prior to the date set for the annual meeting. The annual meeting shall be for the purpose of electing directors and transacting any other business authorized to be transacted by the Members.

4.02 Special Meeting. Special meetings of the Members shall be held whenever called by the Board, the President, or any Vice President, and must be called upon receipt of a written request from Members entitled to cast not fewer than ten (10%) percent of the total Voting Interest. Special meetings required in connection with a recall of one or more directors shall be held in accordance with the Community Association Act.

4.03 Notice of Meetings. Notice of a meeting of members shall be furnished to each Member entitled to vote at such meeting. Such notice shall be furnished at least thirty (30) days prior to the meeting date. The notice shall specify the date, time and location of the meeting. The notice of all special meetings shall describe the purpose of the meeting, and business conducted at a special meeting is limited to the purposes described in the notice. Notice of the annual meeting need not include a description of the purposes unless required by the Master Declaration, these Bylaws, or by law. Any listing of the purposes of a meeting will not limit the matters upon which the Members may act unless such notice is expressly required by the Master Declaration, these Bylaws, or by law. Notices shall be in writing and shall be mailed or delivered to each Member entitled to such notice at such Member's address as it appears on the records of the Master Association or as the Member may have otherwise directed in writing, or be furnished by electronic transmission in accordance with Section 11.04 hereof. A single notice may be furnished to multiple Owners at the one address listed on the records of the Master Association, for such multiple Owners. The notice for any meeting

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
11:49:59AM B-1486 P-510

at which Assessments are to be considered and acted upon shall contain a statement of the nature of such Assessments and that such Assessments will be considered. Proof of such mailing, delivery, or electronic transmission of notice shall be given by affidavit of the person giving the notice, which affidavit shall be filed among the official records of the Master Association. Notice of meetings may be waived in writing before, during or after meetings.

4.04 Place. Meetings of the Members of the Master Association shall be held at such place in Sumter County, Florida, as may be designated by the Board in the notice of meeting.

4.05 Adjournments. If any meeting cannot be organized because a quorum has not attended, or if the Members otherwise wish to adjourn a meeting, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present; provided, however, the new date, time or place of the adjourned meeting must be announced at the meeting before the adjournment, failing which new notice must be given.

4.06 Order of Business. The order of business at annual meetings, and insofar as practical, at all special meetings, shall be as follows:

- Election of chairman of meeting, if necessary.
- Calling the role and certifying of proxies.
- Determination of proper notice or waiver of notice.
- Consideration of any unapproved minutes.
- Reports of officers.
- Reports of committees.
- New business.
- Announcements.
- Adjourn.

4.07 Member Participation. Members have the right to attend all membership meetings and to speak at any meeting with respect to all items open for discussion or included on the agenda. A Member has the right to speak for at least three minutes on any item, provided that the Member submits a written request to speak prior to the meeting. The Board may adopt written reasonable rules covering the frequency, duration, and other manner of Member statements, which rules must be consistent with the Master Declaration, Articles, these Bylaws and Chapter 720, Florida Statutes, as it may be amended or renumbered from time to time (the "Community Association Act.")

4.08 Minutes. Minutes of all meetings of the Members shall be kept in a business like manner, be available by inspection by Members or their authorized representatives at all reasonable times, and be maintained for at least seven (7) years

after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time.

ARTICLE 5 DIRECTORS

5.01 Number. The affairs of the Master Association shall be managed by a Board of not less than three (3) nor more than eleven (11) directors, the exact number to be determined by the Members from time to time at an annual or special meeting held prior to the meeting at which any newly authorized Directors will be elected, and in adequate time to provide notice of that meeting in accordance with these Bylaws. The Board shall at all times be comprised of an odd number of members. Until otherwise determined by the Members, there shall be three (3) directors.

5.02 Election of Directors. At each annual meeting, the Members shall elect by written ballot, as many Directors as there are vacancies to be filled, following the provisions of this Section.

5.02.1 First Notice; Candidates. Not fewer than sixty (60) days before the election, the Master Association shall mail, deliver, or electronically transmit to each Member entitled to vote a First Notice of the date of the election. Any Member or other eligible person wishing to be a candidate may qualify as such by giving written notice to the Master Association no later than the date established in the First Notice, which shall be a minimum of forty-five (45) days before the election. The First Notice shall also provide notice of a candidate's right to provide an information sheet, and a deadline for doing so, as provided in Subsection 5.02.02. No candidates may be nominated other than in compliance with this self-nomination process, except that, if required by the Community Association Act, an eligible person may self nominate at the annual meeting. A person self nominating at the meeting, however, shall not be listed in the Second Notice or on any proxy, nor shall such person have an opportunity to provide and have circulated an information sheet.

5.02.2 Second Notice. At least fourteen (14) days before the election, the Master Association shall mail, deliver, or electronically transmit a Second Notice of election, together with the notice of the annual meeting, to all Members entitled to vote, together with a proxy in the form of a ballot, listing all qualified candidates in alphabetical order, by surname. Upon timely request of a candidate, which must be made within the time specified in the First Notice of election, but in all events not fewer than thirty-five (35) days before the election, the Master Association shall also include one information sheet (no larger than 8.5" by 11", furnished by each candidate) in the mailing, delivery, or transmission. The cost of mailing, delivery, transmission, and copying the candidate information sheet shall be paid by the Master Association.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
11:49:59AM B-1486 P-511

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
11:49:59AM B-1486 P-512

5.02.3 Balloting. Balloting shall be required, unless at the election the number of candidates does not exceed the number of vacancies. When balloting is required, Directors shall be elected by plurality of the votes actually cast. In the election of Directors, each Voting Interest shall have as many votes as there are directors to be elected, but no Member may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non- cumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by any other method required or permitted by law.

5.02.4 Proxies and Ballots. Unless and until the Community Association Act shall permit the Master Association to furnish ballots together with the Second Notice, the Association shall provide a proxy, by which Members may grant a proxy to cast votes in the election of directors. In such event, the proxy shall be returned to the Association as though it were a ballot in accordance with Section 5.02.05 below. Votes from proxies shall be tabulated, and then cast by the proxy holders by ballot, which may be in the form of an endorsement on the proxies by the proxy holder, or by separate ballot to which the proxies are attached. Those votes, combined with votes cast not by proxy, but by those in attendance, shall be the total votes counted with respect to the election.

5.02.5 Direct Balloting. If and when the Community Association Act shall authorize the Master Association to furnish ballots, rather than proxies, to Members for election of Directors, then the provisions of the Community Association Act with respect to election of Directors shall supercede the provisions of this Section 5.02. If the Community Association Act provides for direct balloting, but does not contain provisions for assuring secret ballots, then the Master Association shall substantially follow the procedures provided for balloting for directors in Chapter 718, Florida Statutes, and rules promulgated pursuant thereto.

5.02.6 Search Committee; Limitation on Master Association Activity. No nominating committee may be appointed, but the Board may appoint a search committee, whose mission is to identify potential candidates and to encourage such candidates to self nominate for the Board. The Second Notice and accompanying documents shall not contain any communication by the Board that endorses, disapproves, or otherwise comments on any candidate. No proxy or ballot shall indicate which candidates are incumbents. No write-in candidates are permitted. At the annual meeting, the Board shall appoint an impartial committee of Members present, who shall count and verify proxies and ballots, and report the results to the meeting. For the purposes of this subsection, "impartial" shall mean a committee whose members do not include any then current Board members, officers, or candidates for the Board, or their spouses.

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DC,Gloria R. Hayward,Sumter County Page 64 of 87 B:2963 P:277

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
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5.03 Term. The term of each director's service shall extend to the annual meeting of the Members at which such director's term expires, and thereafter until a successor is duly elected and qualified, or until he is removed in the manner elsewhere provided. The Board may establish director terms of more than one year. In no event shall a term of a director exceed three (3) years. If staggered terms are implemented, all directors shall be elected to serve the same length of time, except that in the first election at which staggered terms are implemented, designated directorships may be established for shorter terms on a one time basis to establish the pattern of staggering. In any such election in which terms of varying length are to be filled, the candidate(s) receiving the most votes shall be elected to the longest term(s).

5.04 Removal of Directors from Office. Any director may be recalled and removed from office, with or without cause, by the vote of a majority of the total Voting Interests. Such recall may be either by written agreement, written ballot without a membership meeting, or by a vote taken at a meeting called for that purpose. A special meeting of the Members to recall one or more directors may be called by Members holding ten (10%) percent or more of the total Voting Interests giving notice of the meeting as required for a meeting of Members, which notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose. If a meeting is held, or an agreement or ballot filed, for the removal of more than one (1) director, the question shall be determined separately as to each director sought to be removed. The procedure and requirements for any such recall of a director from office shall be as set forth in the Community Association Act.

5.05 Qualifications. All directors shall be Members of the Master Association, except that directors elected or designated by the Declarant need not be Members. Officers, partners, members, managers, agents and employees of business entities that are Owners, or that serve as fiduciaries of Owners, shall be deemed Members for the purposes of qualifying for election to the Board.

5.06 Vacancies. Except as otherwise expressly provided herein, if the office of any director becomes vacant, whether by reason of death, resignation, removal, disqualification, incapacity, or otherwise, a majority of the remaining directors shall select a successor, who shall hold office until the next annual meeting. Provided, however, that if vacancies occur on the Board as a result of a recall and a majority or more of the Board of Directors is removed, the vacancies shall be filled by the Members voting in favor of the recall.

5.07 Disqualification and Resignation. Any director may resign at any time by sending written notice to the secretary of the Master Association. Such resignation shall take effect upon receipt by the secretary, unless otherwise specified in the resignation. Any director who must be a Member shall be deemed to have resigned if he no longer has a requisite ownership interest in a Lot or Unit and ceases to be a Member. After the Turnover Date, more than three (3) consecutive unexcused absences from regular Board meetings shall be deemed an offer of resignation, which shall be effective only upon acceptance by the Board.

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SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

5.08 Organizational Meeting. The organizational meeting of a newly elected Board shall be held immediately following the meeting of Members at which the election of new directors was held, if a quorum of directors are present, or if not, then within ten (10) days after the election of new directors, at such place and time as shall be either announced by the Chairman of the meeting at which the election occurred, or set forth in a notice of Board meeting.

5.09 Regular Meetings. The Board may, from time to time, establish a schedule of regular meetings to be held at such time and place as the Board may designate. Any regular scheduled meeting may be dispensed with upon written concurrence of not less than two-thirds of the members of the Board.

5.10 Special Meetings. Special meetings of the directors of the Board may be called by the President and must be called by the Secretary or an Assistant Secretary at the written request of any two (2) directors.

5.11 Notice.

5.11.1 Generally. Notice of each regular or special meeting shall be given to each director, either orally in person or by telephone, by mail, or by electronic transmission, given in accordance with law, on a day that is at least two (2) days prior to the meeting date, except in an emergency. All notices shall state the time and place of the meeting and, if a special meeting, the purposes thereof. Any director may waive notice of a meeting before, during or after the meeting, and all such waivers shall be deemed equivalent to the giving of notice. Attendance by a director at a meeting shall be deemed a waiver of notice of such meeting, unless such director objects as required by law. In addition, notice of all Board meetings must be made available or provided to the membership in at least one of the following ways, except in an emergency:

- Posting of the notice in a conspicuous place within the Master Community at least forty-eight (48) hours in advance of the meeting (until the Board shall otherwise determine, notice shall be posted at the entry gate to the Master Community. Posting at such locations, or such alternate locations as the Board shall reasonably determine, shall constitute posting in a conspicuous place within the Master Community.
- Mailing or delivering the notice to each Member at least seven (7) days before the meeting.
- Mailing or delivering a schedule of meetings to Members at least seven (7) days before the first such scheduled meeting, such schedule to be deemed notice for all scheduled meetings.
- Publication of a meeting notice or a schedule of meetings in a publication the Board determines to be in general

12/05/2005 #2005-42833
11:49:59AM B-1486 P-514

circulation within the Master Community, which publication occurs at least seven (7) days before the meeting or the first scheduled meeting, in the case of the publication of a schedule.

5.11.2 Assessments or Rules and Regulations-Special Requirements.

Notwithstanding the foregoing general notice provisions, an Assessment may not be levied, nor may rules and regulations that regulate the use of Lots or Units be adopted, amended, or revoked, at a Board meeting, unless written notice of the meeting is provided to all Members at least fourteen (14) days before the meeting. Such notice must include a statement that Assessments will be considered at the meeting and the nature of the Assessments, or that rules regulating the use of Lots or Units may be adopted, amended, or revoked. Such notice must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously within the Master Community not less than 14 days before the meeting.

Such posting or alternate provision of notice shall not be necessary in an emergency. No Assessment may be levied at any Board meeting unless the notice thereof includes a statement that Assessments will be considered and the nature of the Assessments.

5.12 Quorum. A quorum at any meeting of the Board shall consist of a majority of the entire Board. Actions approved by a majority of those present at a meeting at which a quorum is present shall constitute the action of the Board except where approval of a greater number is required by the Master Declaration or these Bylaws.

5.13 Adjourned Meeting. If at any meeting of the Board there shall be less than a quorum present at any time, or if a majority of those present determine an adjournment is appropriate for any other reason, then the majority of those present may adjourn the meeting. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice, provided the new date, time, or place of the adjourned meeting is announced before the meeting is adjourned.

5.14 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the concurrence of such director for the purpose of determining requisite majorities on any action taken and reflected in such minutes, or to create a quorum. Directors may join in minutes under this section only after an open meeting.

5.15 Meetings Open. Meetings of the Board shall be open to all Members; provided, however, that any meeting between the Board 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, or with respect to meetings of the Board held for the purpose of discussing personnel matters, shall not be open to Members. A

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
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Member may tape record or videotape meetings of the Board of or the Members, subject to reasonable rules adopted by the Board governing the taping of such meetings.

5.16 Voting. Directors may not vote by proxy or by secret ballot except the Directors may vote by secret ballot for the election of officers. Each director must vote on each matter presented, unless the director abstains from such vote for an announced conflict of interest.

5.17 Presiding Officer. The presiding officer at Board meetings shall be any person requested to act in that capacity by all the directors present at such meeting. In the absence of such vote, the presiding officer shall be the President, and in his absence the Vice President. In the absence of both, the directors present shall designate one of their members to preside.

5.18 Director's Fees. Directors shall serve without compensation, but may be reimbursed for reasonable out-of-pocket expenses according to policies adopted from time to time by the Board. This provision may be amended only by a vote of seventy-five (75%) percent of all Voting Interests.

5.19 Application to Committees. The quorum, notice and other procedural requirements of Sections 5.11. through 5.16., inclusive, shall be applicable to the ARC, all committees of the Master Association with respect to meetings thereof at which a final decision will be made by such committee regarding the expenditure of Master Association funds, and to other committees only if expressly provided by the Board.

5.20 Mandatory Agenda Items. If Members holding twenty (20%) percent of the total Voting Interests petition the Board to address an item of business, the Board shall, at its next regular Board meeting, or at a special meeting of the Board, but in no event later than sixty (60) days after receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members notice of the meeting at which the petitioned item shall be addressed in the manner provided in Section 5.11, except that the notice shall describe the petitioned item. At such meeting 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 a sign up sheet, if one is provided, or if not, if such Member submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
11:49:59AM B-1486 P-516

**ARTICLE 6
POWERS AND DUTIES OF THE BOARD**

6.01 General Powers. The Board shall have all powers, authority, discretion and duties necessary or appropriate for the administration of the Master Association and operation of the Master Community, except as may be reserved or granted to the Neighborhood Associations, Owners, Declarant or a specific committee or committees by the Master Declaration, Articles or these Bylaws. The powers of the Board shall include, but shall not necessarily be limited to, the following:

All powers specifically set forth in the Master Declaration, Articles and these Bylaws, all powers incident thereto or reasonably to be inferred therefrom, and all powers and authority of a Board of Directors set forth in the Florida Not-For-Profit Corporation Act, except as limited by the Master Declaration, Articles or these Bylaws.

6.02 Enforcement and Fines. The Board shall enforce by legal means provisions of the Master Declaration, Articles, these Bylaws and rules and regulations promulgated pursuant thereto. If the Board determines that any Member, or the tenant, guest or invitee of a Member (a "Respondent"), is in violation of any of the provisions thereof, the Board, or an agent designated for that purpose, shall notify the Respondent of the nature of the violation. If said violation is not corrected within the time specified therein, which time shall be not less than five (5) days, the Master Association may thereafter levy a fine for each offense against the Respondent in accordance with this section; provided, however, that no fine may be levied in any event against the Declarant.

6.02.1 Amount. The amount of such fine shall be in such reasonable amount as may be established from time to time by the Board as an amount deemed adequate to encourage observance of applicable provisions of the Master Declaration, Articles, Bylaws and rules and regulations, but in no event to exceed any then applicable maximum amount per violation established by applicable Florida Statutes (The maximum fine per violation as of the date of adoption of these Bylaws is \$100, as prescribed by Section 720.305(2), Florida Statutes). Each day during which the violation continues shall be deemed a separate offense, with a single notice and opportunity for hearing, but no such fines shall exceed in the aggregate 1,000, or ten times the then applicable maximum fine per violation, whichever is greater.

6.02.2 Hearing. No fine shall be imposed upon a Respondent without first giving such Respondent at least fourteen (14) days notice and an opportunity for a hearing before a committee (the "Compliance Committee") consisting of at least three (3) Members appointed by the Board. Members of the Compliance Committee may not be officers, directors or employees of the Master Association, nor the spouse, parent,

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
11:49:59AM B-1486 P-517

child, brother or sister of an officer, director, or employee of the Master Association.

6.02.3 Procedure. The notice required by Section 6.02.02 may be combined with the notice given by or under the authority of the Board to notify the Respondent of the nature of the violation. The notice required by Section 6.02.02 shall set out the right of the Respondent to a hearing before the Compliance Committee, the procedure and time limit for the Respondent to request a hearing, and either the date, time and place of such hearing or that if the Respondent requests a hearing, the Respondent shall be given further notice of the date, time, and place of the hearing. If the Respondent does not request a hearing within the fourteen (14) days following notice, then the Compliance Committee may meet at any time thereafter without further notice to the Respondent, but shall comply with the notice provisions of Section 5.18 of these Bylaws.

6.02.4 Committee Decision. The Compliance Committee shall meet and hold a hearing if one has been timely requested by the Respondent. At the conclusion of the hearing, if one has been requested, or during the meeting if no hearing is held, the Compliance Committee shall either approve or disapprove of the proposed fine. No fine may be imposed unless the Compliance Committee has approved of it.

6.02.5 Fine. Any fine approved by the Compliance Committee shall be assessed by the Board against the Respondent. No fine shall be a lien upon the Lot or Unit of a Member. No fine may be levied in any event against the Declarant.

6.03 Budgets and Assessments. The Board shall levy Assessments and adopt budgets, and use and expend Assessments and other receipts of the Master Association to carry out the powers and duties of the Master Association pursuant to the Master Declaration, these Bylaws, and applicable law.

6.04 Employment. The Board may employ, dismiss, control and contract for personnel and contractors for the administration of the Master Association and the carrying out of the Master Association's responsibilities, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

6.05 Rules and Regulations. The Board may adopt, amend, and rescind reasonable rules and regulations relating to the administration of the Master Association and the use of Common Property. Any rules or regulations adopted by the Board may be supplemented, amended, or rescinded by affirmative vote of not less than a majority of all Voting Interests. Any rules or regulations approved by Association Members shall not thereafter be amended or rescinded except upon affirmative vote of not less than a majority of all Voting Interests. Notice of any meeting of the Board at which rules and

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
11:49:59AM B-1486 P-518

regulations regulating the use of Lots or Units may be adopted, amended, or revoked, must be given pursuant to Section 5.11.02.

6.06 Committees. The Board may create and disband such committees as the Board may from time to time determine as reasonably necessary or useful, and may delegate such authority to such committees as may be reasonable in connection with the purpose. Nothing contained herein shall restrict the authority of the President of the Master Association from appointing advisory committees not inconsistent with committees created by the Board.

ARTICLE 7 OFFICERS

7.01 Officers and Election. The officers of the Master Association shall be a President, who shall be a director; a Vice President, who shall be a director; a Treasurer, a Secretary and such other officers as may be determined from time to time by the Board. All officers shall be elected annually by the Board and may be peremptorily removed by majority vote of all directors at any meeting. Each person may hold two offices except that the President shall not also be the Secretary or an assistant secretary. The Board shall designate the powers and duties of such other offices as it may create.

7.02 President. The President shall be the chief executive officer of the Master Association. He shall have all of the powers and duties which are usually vested in the office of President of a non-profit corporation.

7.03 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

7.04 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Board and of the Members. He shall attend to the giving and serving of all notices to the Members and directors, and other notices required by law. He shall keep the records of the Master Association, the Board and committees thereof, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a non-profit corporation, as may be required by the Board or the President. The assistant secretary, if such office is created, shall perform the duties of the Secretary when the Secretary is absent and assist the Secretary. The minutes of all meetings of the Members and the Board shall be kept in books available for inspection by Members or their authorized representatives, at any reasonable time. All such records shall be retained for not less than seven years.

7.05 Treasurer. The Treasurer shall have custody of all of the property of the Master Association including funds, securities and evidences of indebtedness. He shall keep the books of the Master Association in accordance with generally accepted

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
11:49:59AM B-1486 P-519

accounting principles. He shall provide for the collection of Assessments and perform all other duties incident to the office of Treasurer.

7.06 Compensation. The compensation of all employees of the Master Association shall be fixed by the Board. Officers shall serve without compensation, but may be reimbursed for out-of-pocket expenses according to policies adopted from time to time by the Board. No amendment to these Bylaws may provide for any compensation to an officer except upon affirmative vote of 75 percent of all Voting Interests and, prior to the Turnover Date, the written consent of the Declarant.

7.07 Term. All officers shall hold office until their successors are chosen and qualified.

7.08 Indemnification. Every Director and every Officer of the Master Association shall be indemnified by the Master Association against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Master Association, whether or not he is Director or Officer at the time such expenses are incurred, except in such cases when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all the rights to which such Officer or Director may be entitled.

ARTICLE 8 FISCAL MANAGEMENT

8.01 Accounting. The fiscal management of the Master Association shall be as set forth in the Master Declaration and this Article. Receipts and expenditures of the Master Association shall be credited and charged to such accounts as the Board, in consultation with its accountants, shall from time to time determine to be necessary, reasonable or appropriate, and as shall be required by applicable law. Separate accounts shall be maintained for expenses and revenues with respect to each separate category.

8.02 Budget. The Board shall adopt budgets for each fiscal year in accordance with the Master Declaration, which budgets shall include the estimated revenues and expense for the year, and the estimated surplus or deficit as of the end of the year immediately preceding the budget year. There shall be no requirement to include reserves in the budget unless such reserves are required by law. All costs and expenses incurred by the Master Association with respect to its administration and management, including but not necessarily limited to, management fees, charges and expenses, legal fees, accounting fees, insurance premiums, clerical costs, costs incurred with respect to enforcement of the Master Declaration and the conduct of Architectural Review, shall be a Common Expense. The budget shall set out separately all fees or charges for recreational amenities, whether owned by the Master Association, the Declarant, or another person, and such other separate categories as

may be specified by applicable law. Within ten (10) business days after a budget is adopted, the Master Association shall provide each Member who is responsible for Assessments made to fund such budget with a copy of such budget, or with written notice that a copy of the budget is available upon request at no charge to the Member within ten (10) business days after receipt of a written request for such budget copy.

8.03 Assessments. Regular Assessments shall be made in advance on or before December 20 preceding the fiscal year for which the Assessment is made. Such Assessment shall be due annually in advance on the date established by the Board, or at the discretion of the Board, in such installments as the Board may determine, payable at the times the Board determines. If a Regular Assessment is not made timely, an Assessment shall be presumed to have been made in the amount of the last prior Regular Assessment, which Assessment may be adjusted at such time as the Board levies and establishes the Regular Assessment. If the Regular Assessment proves to be insufficient, the Board may levy Special Assessments from time to time as may be necessary, subject to such approval of Members, if any, as may be required by the Master Declaration. Other Special Assessments as contemplated by the Master Declaration may be levied by the Board from time to time, with such approval of the Members as may be required by the Master Declaration. Failure of the Board to adopt a budget or to levy an Assessment in a timely manner shall not affect the validity of an Assessment when adopted, and if necessary the Board may confirm or levy a Regular Assessment retroactive to the beginning of the then current fiscal year. Adoption of a budget shall be deemed to have levied the Regular Assessment, in an amount sufficient to fund the adopted budget, unless the Declarant guarantee is in effect, in which case the assessment for non-declarant members may be a lesser amount.

8.04 Acceleration of Assessments. The Board may elect to accelerate remaining installments of Regular or Special Assessments payable in installments upon default in payment thereof, and such Assessments shall stand accelerated ten (10) days after notice is delivered to or received by the delinquent Owner, or twenty (20) days after mailing of such notice by certified or registered mail, whichever first occurs.

8.05 Expenditures. All funds of the Master Association shall be expended only upon authorization of the Board. Approval of a budget shall be deemed authority to expend funds for the items and categories of items within the budget.

8.06 Depository. The Depository of the Master Association shall be in such bank or banks as shall be designated from time to time by the Board, and in which the monies of the Master Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or other orders signed by such persons as are authorized by appropriate resolution of the Board. Funds of the Master Association may be co-mingled or kept in separate accounts, except as otherwise required by the Master Declaration or by law.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
11:49:59AM B-1486 P-521

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
11:49:59AM B-1486 P-522

8.07 Financial Reports.

8.07.1 Provision of Report. A financial report shall be prepared annually by the Master Association within sixty (60) days after the close of the fiscal year, and not later than ten (10) business days after the report is completed, either (a) a copy of the report shall be furnished to each Member, or (b) written notice shall be given to each Member that a copy of the report is available upon request at no charge to the Member. Any copy requested shall be furnished within ten (10) business days after receipt of the request. Such reports shall consist of a complete set of financial statements prepared in accordance with generally accepted accounting principles. The financial statements shall be based upon the Master Association's total annual revenues, and be in accordance with the requirements of the Community Association Act with respect thereto.

8.07.2 Procedure to Increase Level of Reporting. If Members holding twenty (20%) percent or more of the total Voting Interests petition the Board for a level of financial reporting higher than that required by the Community Association Act, the Master Association shall duly notice and hold a meeting of Members within thirty (30) days of receipt of the petition for the purpose of voting on raising the level of reporting for that Fiscal Year. Upon approval of a majority of the total Voting Interests, the Master Association shall prepare, or cause to be prepared, shall amend the budget or adopt a Special Assessment to pay for, the financial report, regardless of any provisions to the contrary in the Master Declaration, the Articles or these Bylaws, and shall provide within ninety (90) days of the meeting or end of the Fiscal Year, whichever occurs later, higher level financial statements, prepared consistent with the Community Association Act.

8.08 Fidelity Bonds. Fidelity Bonds shall be required by the Board for all persons handling or responsible for the Master Association's funds. The amount of such bonds shall be determined by the Board. The premiums on such bonds shall be paid by the Master Association as a Common Expense.

8.09 Separate Accounts. All provisions of these Bylaws with respect to budgeting, accounting, application of receipts, levying of Assessments, Membership approval of Assessments, and furnishing of copies shall be applied separately with respect to budgets, accounts and Assessments for Common Expenses, for which all Regular Members are responsible.

8.10 Contracts for Products and Services. The Board shall comply with the Community Association Act with respect to requirements that certain contracts of the Master Association be in writing, and that certain contracts must be entered only after the Master Association obtains comparative bids.

**ARTICLE 9
PARLIAMENTARY RULES**

9.01 Rules. Robert's Rules of Order, latest edition, shall govern the conduct of the meetings of the Master Association, the Board and committees of the Master Association when not in conflict with the Master Declaration, Articles or these Bylaws.

**ARTICLE 10
AMENDMENT**

10.01 Amendment. Prior to the Turnover Date, these Bylaws may be amended by the Declarant. Thereafter these Bylaws may be amended by either resolution of the Board and approval at any regular or special meeting duly called for that purpose by the affirmative vote of an absolute majority of all Voting Interests, or any regular or special meeting duly called for that purpose by the affirmative vote of a two-thirds majority of all Voting Interests present in person or by proxy. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Master Declaration or the Articles, nor shall any section of these Bylaws that provides that it may not be amended except with a specified majority be amended by any vote less than that specified.

**ARTICLE 11
MISCELLANEOUS**

11.01 Interpretation. The Bylaws shall be construed together with the Master Declaration and the Articles. In the event of a conflict between the provisions hereof and the provisions of the Master Declaration or Articles, the provisions of the Master Declaration or Articles shall control. The provisions hereof shall be liberally construed to grant to the Master Association and the Board sufficient practical authority to implement the obligations and authorities under the Master Declaration. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the singular shall include the plural and the plural shall include the singular. Unless the context shall otherwise clearly require, capitalized terms used herein shall have the same meanings as set forth in the Master Declaration.

11.02 Official Records. The Master Association shall maintain, as its official records, those items required to be maintained by the Community Association Act. The official records shall be open to inspection and available for copying by Members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. This provision may be complied with by having a copy of the official records available for inspection or copying in the Master Community. If the Master Association has a photocopy machine available where the records are maintained, it must provide Owners with copies on request during the inspection if the entire request is limited to no more than 25 pages. The Board may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, in accordance with the Community Association Act, and may impose fees as provided by said act. Notwithstanding the foregoing, the following records shall not be accessible to Members:

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
11:49:59AM B-1486 P-523

- (1) any record protected by the lawyer-client privilege described in Section 90.502, Florida Statutes, and any record protected by the work product privilege, including, but not limited to, any record prepared by a Master Association attorney, or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Master Association, and was prepared exclusively for civil or criminal litigation, or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings, until the conclusion of the litigation or adversarial or administrative proceedings.
- (2) information obtained by the Master Association in connection with the approval of the lease, sale, or other transfer of a Lot or Unit.
- (3) disciplinary, health, insurance, and personnel records of the Master Association's employees.
- (4) medical records of Owners or Occupants.

11.03 Dispute Resolution. If and to the extent required by the Community Association Act, disputes between and among Owners, the Master Association, officers or directors of the Master Association, shall be submitted to mandatory mediation, or binding or non-binding arbitration, as provided in the Community Association Act.

11.04 Notice by Electronic Transmission. Unless prohibited by law or otherwise expressly provided in the Master Declaration or these Bylaws, any notice of meetings of the Members, the Board, or committees of the Master Association, may be given by electronic transmission to Owners and directors who consent to receive notice by electronic transmission, as required by law. For the purposes hereof, the term "electronic transmission" shall be as defined in, and subject to the provisions of, Section 617.01401, Florida Statutes, as it may be amended or renumbered from time to time.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

12/05/2005 #2005-42833
11:49:59AM B-1486 P-524

EXHIBIT
" 3-1 "

Inst. 201560016863 Date: 5/27/2015 Time: 10:50 AM
DC, Gloria R. Hayward, Sumter County Page 76 of 87 B.2963 P.289

ALL OF THE 48 CONDOMINIUM UNITS IN THE ANCHOR VILLAS ON LAKE MIONA CONDOMINIUM, AS RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, WHICH CONDOMINIUM IS LOCATED UPON THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

ANCHOR VILLAS ON LAKE MIONA, A CONDOMINIUM,

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE S89°41'50"E, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 2340.76 FEET; THENCE DEPARTING SAID NORTH LINE S00°25'54"W, A DISTANCE OF 53.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S00°25'54"W, A DISTANCE OF 517.05 FEET; THENCE S82°38'48"W, A DISTANCE OF 259.60 FEET; THENCE S86°20'04"W, A DISTANCE OF 29.53 FEET; THENCE N50°45'36"W, A DISTANCE OF 171.97 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 779.00 FEET AND A CENTRAL ANGLE OF 6°59'10" TO WHICH A RADIAL BEARING RUNS S46°17'28"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 94.98 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF N40°12'57"E, 94.92 FEET TO THE POINT OF TANGENCY; THENCE N28°29'48"E, A DISTANCE OF 38.35 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 188.00 FEET AND A CENTRAL ANGLE OF 11°08'13" TO WHICH A RADIAL BEARING RUNS N51°41'54"W; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.54 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF N43°52'13"E, 36.48 FEET TO THE POINT OF REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 174.00 FEET AND A CENTRAL ANGLE OF 25°54'36"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 78.69 FEET TO THE POINT OF REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 20°26'50"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.84 FEET TO THE POINT OF REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 30°55'05"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 26.98 FEET TO THE POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 303.00 FEET AND A CENTRAL ANGLE OF 13°27'18"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 71.16 FEET TO THE POINT OF REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 36°37'41"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.90 FEET TO THE POINT OF REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 72.00 FEET AND A CENTRAL ANGLE OF 35°55'42"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.15 FEET TO THE POINT OF TANGENCY; THENCE N00°18'10"E, A DISTANCE OF 65.30 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 53°25'06" TO WHICH A RADIAL BEARING RUNS S36°16'44"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 46.62 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF N27°00'43"E, 44.95 FEET TO THE POINT OF TANGENCY; THENCE N00°18'10"E, A DISTANCE OF 3.00 FEET; THENCE S89°41'50"E, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 294.95 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN, SUMTER COUNTY, FLORIDA AND CONTAINING 209,389 SQUARE FEET (4.81 ACRES) MORE OR LESS.

SUMTER COUNTY, FLORIDA
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12/05/2005 #2005-42833
11:49:59AM B-1486 P-525

EXHIBIT
"3-2"

Inst:201560015863 Date:5/27/2015 Time:10:50 AM
DC,Gloria R. Hayward Sumter County Page 77 of 87 B:2963 P:290

EXHIBIT "A"

Units 1-101, 1-102, 1-201, 1-202, 2-101, 2-102, 2-201, 2-202, 3-101, 3-102, 3-201, 3-202, 4-101, 4-102, 4-201, 4-202, 5-101, 5-102, 5-201, 5-202, 6-101, 6-102, 6-201, 6-202, and 7-101, 7-102, 7-201, 7-202, , Bowline Villas On Lake Miona, a Condominium, according to the Declaration of Condominium recorded at OR Book 1534, pages 540 through 627, inclusive, Public Records of Sumter County, Florida.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

02/27/2006 #2006-6887
10:48:33AM B-1534 P-630

EXHIBIT
"3-3"

Inst:201560016863 Date:5/27/2015 Time:10:50 AM
____DC,Gloria R. Hayward,Sumter County Page 78 of 87 B:2963 P:291

EXHIBIT A

All of the 48 condominium units located in Compass Pointe Villas on Lake Miona, a Condominium, as recorded in OR Book 1574, pages 629 through 719, Public Records of Sumter County, Florida, described as follows:

Units 1-101, 1-102, 1-201, 1-202, 2-101, 2-102, 2-201, 2-202, 3-101, 3-102, 3-201, 3-202, 4-101, 4-102, 4-201, 4-202, 5-101, 5-102, 5-201, 5-202, 6-101, 6-102, 6-201, 6-202, 7-101, 7-102, 7-201, 7-202, 8-101, 8-102, 8-201, 8-202, 9-101, 9-102, 9-201, 9-202, 10-101, 10-102, 10-201, 10-202, 11-101, 11-102, 11-201, 11-202, 12-101, 12-102, 12-201, and 12-202.

SUMTER COUNTY, FLORIDA
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05/05/2006 #2006-15356
03:19:52PM B-1574 P-730

EXHIBIT
"3-4"

Inst:201560016863 Date:5/27/2015 Time:10:50 AM
____DC,Gloria R. Hayward Sumter County Page 79 of 87 B:2963 P:292

EXHIBIT "A"

Lots 1 through 22, Melrose Gardens At Lakeside Landings, Unit One, according to plat recorded in Plat Book 8, pages 34 through 34B, Public Records of Sumter County, Florida.

(Lots 1 through 22, Melrose Gardens At Lakeside Landings, Unit One, are also sometimes referred to as Parcels 1 through 22, Melrose Gardens At Lakeside Landings Unit One.)

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

05/05/2006 #2006-15359
03:21:19PM B-1574 P-744

EXHIBIT
" 3-5 "

Inst: 201560016863 Date: 5/27/2015 Time: 10:50 AM
_____, DC, Gloria R. Hayward, Sumter County Page 80 of 87 B: 2963 P: 293

EXHIBIT "A"

Lots 23 through 42, Melrose Gardens At Lakeside Landings, Unit Two, according to plat recorded in Plat Book 9, pages 7 through 7B, Public Records of Sumter County, Florida.

(Lots 23 through 42, Melrose Gardens At Lakeside Landings, Unit Two, are also sometimes referred to as Parcels 23 through 42, Melrose Gardens At Lakeside Landings Unit Two.)

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

06/23/2006 #2006-21003
03:20:52PM B-1603 P-179

EXHIBIT
"36"

Inst:201560016863 Date:5/27/2015 Time:10:50 AM
____DC,Gloria R. Hayward,Sumter County Page 81 of 87 B.2963 P.294

EXHIBIT "A"

All forty-four (44) condominium units in that certain
Condominium known as DORY VILLAS ON LAKE MIONA,
according to that Declaration of Condominium recorded in
Sumter County, Florida in O.R. Book 1603, Page 65
through Page 159, Public Records of Sumter County,
Florida.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

06/23/2006 #2006-21000
03:14:40PM B-1603 P-165

EXHIBIT
"31"

EXHIBIT "A"

Inst: 201560016863 Date: 5/27/2015 Time: 10:50 AM
DC: Gloria R. Hayward Sumter County Page 82 of 87 B: 2963 P: 295

**Lots 1 through 34, Magnolia Place at
Lakeside Landings Unit 1, per plat in Plat
Book 9, Pages 6 through 6B, Public Records
of Sumter County, Florida.**

ProLaw: 67096

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
02/01/2007 09:24:57AM
RESTRICTIONS
PAGE 5 OF 5
B-1721 P-247
2007 3605

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

EXHIBIT "A"

EXHIBIT

" 3-8 "

Inst:201560016863 Date:5/27/2015 Time:10:50 AM
____DC,Gloria R. Hayward,Sumter County Page 83 of 87 B:2963 P:296

**Parcels 1 through 44, and Tract A, Magnolia Place at
Lakeside Landings Unit Two, per plat in Plat Book 10, Pages
14 through 14B, of the Public Records of Sumter County,
Florida.**

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
08/12/2008 03:32:05PM PAGE 4 OF 4
RESTRICTIONS B-1983 P-626
2008 22392

EXHIBIT
" 39 "

Exhibit "A"
Legal Description for Regatta at Lakeside Landings

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE S89°41'50"E, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 2340.76 FEET; THENCE DEPARTING SAID NORTH LINE S00°25'54"W, A DISTANCE OF 1372.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°25'54" WEST 175.59 FEET; THENCE NORTH 86°10'08" WEST 97.84 FEET; THENCE SOUTH 40°30'57" WEST 116.53 FEET; THENCE SOUTH 00°02'39" EAST 70.77 FEET; THENCE SOUTH 06°41'47" WEST 19.00 FEET; THENCE SOUTH 11°08'16" EAST 19.70 FEET; THENCE SOUTH 69°34'13" WEST 12.68 FEET; THENCE SOUTH 65°55'30" WEST 27.91 FEET; THENCE SOUTH 35°57'21" WEST 15.60 FEET; THENCE SOUTH 16°15'21" WEST 73.34 FEET; THENCE SOUTH 30°21'58" WEST 24.34 FEET; THENCE SOUTH 54°59'44" WEST 45.84 FEET; THENCE SOUTH 60°33'07" WEST 45.67 FEET; THENCE SOUTH 78°29'56" WEST 6.91 FEET; THENCE SOUTH 44°06'13" WEST 56.97 FEET; THENCE SOUTH 55°09'46" WEST 55.92 FEET; THENCE SOUTH 59°20'46" WEST 21.81 FEET; THENCE SOUTH 00°45'08" EAST 4.35 FEET; THENCE SOUTH 43°22'48" WEST 64.32 FEET; THENCE SOUTH 29°42'55" WEST 40.01 FEET; THENCE SOUTH 28°27'00" WEST 3.61 FEET TO REFERENCE POINT NUMBER 1; THENCE RADIAL TO THE NEXT DESCRIBED CURVE NORTH 53°43'51" WEST 105.17 FEET TO A POINT ON A 712.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°09'39" AN ARC DISTANCE OF 2.00 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 53°43'51" WEST 19.97 FEET TO A POINT OF CURVATURE OF A 5.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°32'53" AN ARC DISTANCE OF 7.90 FEET TO A POINT OF COMPOUND CURVATURE OF A 737.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°00'15" AN ARC DISTANCE OF 205.86 FEET TO A POINT OF TANGENCY; THENCE NORTH 52°49'16" EAST 29.22 FEET TO A POINT OF CURVATURE OF A 313.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°36'25" AN ARC DISTANCE OF 156.28 FEET TO A POINT OF TANGENCY; THENCE NORTH 24°12'51" EAST 272.18 FEET TO A POINT OF CURVATURE OF A 107.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°40'12" AN ARC DISTANCE OF 38.60 FEET TO A POINT OF COMPOUND CURVATURE OF A 48.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 73°08'30" AN ARC DISTANCE OF 61.28 FEET TO A POINT OF REVERSE CURVATURE OF A 47.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°47'51" AN ARC DISTANCE OF 35.93 FEET TO A POINT OF TANGENCY; THENCE NORTH 74°13'42" EAST 26.50 FEET TO A POINT OF CURVATURE OF A 47.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
10/22/2009 02:49:01PM
RESTRICTIONS
2009 29333
PAGE 3 OF 5
B-2127 P-450

ProLaw: 232744 doc

EXHIBIT

"3-A"

81°07'55" AN ARC DISTANCE OF 66.55 FEET TO A POINT OF NON-TANGENCY;
THENCE NORTH 90°00'00" EAST 58.72 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE AT AFOREMENTIONED REFERENCE POINT NUMBER 1; THENCE
SOUTH 25°47'09" WEST 48.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH
23°11'24" WEST 6.59 FEET; THENCE SOUTH 47°42'32" WEST 72.86 FEET; THENCE
SOUTH 00°31'20" EAST 14.97 FEET; THENCE SOUTH 03°12'57" WEST 33.09 FEET;
THENCE SOUTH 29°02'43" WEST 69.92 FEET; THENCE SOUTH 24°06'20" WEST 5.88
FEET; THENCE SOUTH 29°26'36" WEST 94.01 FEET; THENCE SOUTH 25°46'19" WEST
72.00 FEET; THENCE SOUTH 31°41'38" WEST 88.03 FEET; THENCE SOUTH 26°31'05"
WEST 9.27 FEET; THENCE TOWARDS THE RADIUS POINT OF THE NEXT DESCRIBED
CURVE NORTH 45°53'01" WEST 138.34 FEET TO A POINT ON A 613.00 FOOT RADIUS
CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG SAID
CURVE THROUGH A CENTRAL ANGLE OF 26°40'11" AN ARC DISTANCE OF 285.33
FEET TO A POINT OF REVERSE CURVATURE OF A 587.00 FOOT RADIUS CURVE
CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVE
THROUGH A CENTRAL ANGLE OF 13°32'09" AN ARC DISTANCE OF 138.68 FEET TO
A POINT OF COMPOUND CURVATURE OF A 5.00 FOOT RADIUS CURVE CONCAVE
TO THE SOUTH; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 90°41'21" AN ARC DISTANCE OF 7.91 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 58°19'42" EAST 19.96 FEET TO A POINT ON A 562.00 FOOT RADIUS
NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS POINT
BEARS SOUTH 58°31'56" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE
THROUGH A CENTRAL ANGLE OF 00°12'14" AN ARC DISTANCE OF 2.00 FEET;
THENCE TOWARDS THE RADIUS POINT OF THE LAST DESCRIBED CURVE SOUTH
58°19'42" EAST 112.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.902 ACRES MORE OR LESS.

Inst:201560016863 Date:5/27/2015 Time:10:50 AM
DC:Gloria R. Hayward,Sumter County Page 85 of 87 B:2963 P:298

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
10/22/2009 02:49:01PM
RESTRICTIONS
PAGE 4 OF 5
B-2127 P-451
2009 29333



Inst. Number: 201160063271 Book: 2365 Page: 153 Date: 10/11/2011 Time: 10:10:39 AM Page 2 of 3

EXHIBIT
"3-10"

EXHIBIT "A"

Parcels 19 through 58, REGATTA PHASE TWO AT LAKESIDE LANDINGS, per plat recorded in Plat Book 12, Pages 22, 22A and 22B, of the Public Records of Sumter County, Florida.

Inst:201160063271 Date:10/11/2011 Time:10:10 AM
____DC Gloria R. Hayward Sumter County Page 2 of 3 B:2365 P:153

Inst:201560016863 Date:5/27/2015 Time:10:50 AM
____DC,Gloria R. Hayward,Sumter County Page 86 of 87 B:2963 P:299

Parcels 1 through 19, and Tract A, Edgewater at Lakeside Landings, per plat recorded in Plat Book 12, Pages 2 and 2A, of the Public Records of Sumter County, Florida.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
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RESTRICTIONS
PAGE 5 OF 5
B-2226 P-595
2010 23610

ProLaw: 323898.doc