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Inst: 201514003472 Date: 7/8/2015 Time: 3:49 PM
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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

THORNTON CREEK MOTORCOACH RESORT

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THORNTON CREEK MOTORCOACH RESORT (the "Declaration") is made this 2nd day of July, 2015, by THORNTON CREEK, LLC, a Florida limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of certain real property lying and being situated in DeSoto County, Florida, and being more fully described in Exhibit "A" attached hereto and made a part hereof (the "Property");

WHEREAS, the Declarant desires to establish, by virtue of this Declaration a general plan for the development, use, operation, maintenance and administration of a residential community to be created on the Property, to be known as THORNTON CREEK MOTORCOACH RESORT in order to preserve and enhance the property values, to provide for the mutual benefit, use and enjoyment of the Property and amenities thereon by the owners of the Property in THORNTON CREEK MOTORCOACH RESORT; and to provide for the protection of the surrounding environment;

WHEREAS, the plat for THORNTON CREEK MOTORCOACH RESORT has been recorded at Plat Book 9, Pages 96A through 96L of the public records of DeSoto County, Florida; and

WHEREAS, the Declarant desires to create an entity to exercise the function necessary to implement the covenants, conditions, and restrictions set forth herein. The entity created to fulfill those purposes, THORNTON CREEK PROPERTY OWNERS ASSOCIATION, INC., is incorporated under the laws of the State of Florida as a not-for-profit corporation.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Declarant hereby declares that the Property shall be occupied, held, transferred, sold, and conveyed subject to the following covenants, conditions, easements, and restrictions, all of which shall run with the land and be binding upon, and inure to the benefit and burden of, the Declarant, its grantees, successors, and assigns, and upon any person which shall hereinafter acquire or own an interest in and to any portion of the Property and any improvements located

thereon as well as the grantees, heirs, successors, executors, administrators, personal representatives, devisees, and assigns thereof.

ARTICLE I DEFINITIONS

Section 1. “**Architectural Control Committee**” shall mean and refer to the not less than one (1) nor more than five (5) persons who shall serve at the pleasure of the Board of Directors of the Association for the purpose of administering the Architectural and Landscaping Standards for the Property.

Section 2. “**Architectural and Landscaping Standards**” shall mean and refer to the rules, regulations, standards, and criteria promulgated by the Architectural Control Committee and as adopted by the Declarant or the Board of Directors of the Association, as the case may be, as the same may be amended from time to time.

Section 3. “**Articles of Incorporation**” shall mean and refer to the Articles of Incorporation of the Association as they may be amended and/or restated from time to time. A copy of the initial Articles of Incorporation is attached to this Declaration as Exhibit “B”.

Section 4. “**Assessments**” shall mean and refer to collectively the Annual Assessments, Special Assessments, and Specific Assessments as defined in Article VIII.

Section 5. “**Assessment Period**” shall mean and refer to a period of one (1) month, unless otherwise provided by the Board of Directors.

Section 6. “**Association**” shall mean and refer to THORNTON CREEK PROPERTY OWNERS ASSOCIATION, INC., a Florida non-for-profit corporation, its successors and assigns.

Section 7. “**Association Documents**” shall mean and refer to this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Association.

Section 8. “**Board of Directors**” shall mean and refer to the Board of Directors of the Association.

Section 9. “**Bylaws**” shall mean and refer to the Bylaws of the Association as they may be amended and/or restated from time to time. A copy of the initial Bylaws is attached to this Declaration as Exhibit “C”.

Section 10. “**Common Area**” shall mean and refer to any and all real property (including any improvements thereto) or any easement or interest therein, now or hereafter owned by the Association or which is declared to be Common Area by this Declaration, or which is dedicated to the Association on any recorded plat, or which is intended to be a Common Area by Declarant. Common Areas may include but is not limited to a club house, pool, recreation facilities, parks, linear parks, open areas, conservation areas, preservation areas, conservation and/or preservation easements, retention/detention areas, drainage facilities, ditches, wetlands mitigation areas, floodplain compensation areas, lakes, ponds, Surface Water Management

System Facilities, landscaped barriers, nature preserves, roads, streets, rights-of-way, guest parking spaces, and lighting facilities thereto, and entrance ways; provided that, the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of Common Area will be provided. The Common Area shall also include those recreational areas designated on the plat of THORNTON CREEK MOTORCOACH RESORT.

Section 10. “Companion Casita” shall mean the Structure constructed by the Declarant on a Lot, if purchased by an Owner from the Declarant, and used by the Owner for a utility room, kitchen, bathroom, screened enclosure and/or storage facility, but not for permanent residential purposes.

Section 12. “Declarant” shall mean and refer to THORNTON CREEK, LLC, a Florida limited liability company, its successors and/or assigns.

Section 13. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for THORNTON CREEK MOTORCOACH RESORT.

Section 14. “Lakes” shall mean the lakes that are shown on the subdivision Plat for THORNTON CREEK MOTORCOACH RESORT as recorded in the public records of DeSoto County, Florida.

Section 15. “Lot” shall mean and refer to a portion of the Property as shown on the Plat intended for residential purposes consistent with Motorcoach living in accordance with the DeSoto County Land Development Regulations.

Section 16. “Members” shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration, Articles of Incorporation, and the Bylaws of the Association.

Section 17. “Mortgage” shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument.

Section 18. “Mortgagee” shall mean and refer to any person or legal entity who is the holder of a mortgage, deed of trust, deed to secure debt or any other form of valid security instrument which encumbers land located within the Property.

Section 19. “Motorcoach” shall mean a Class A recreational vehicle built on a stripped truck chassis where the driving compartment is an integral part of the recreational vehicle’s interior and not a separate compartment or cab, at least thirty feet (34’) in length and not more than twelve (12) years old to be located on a Lot and hooked up to utilities. The term “Motorcoach” specifically does not include mobile homes (as defined by the Florida Department of Transportation, Bureau of Motor Vehicles), park models, tents, truck campers, foldout campers, fifth wheels, mini-motor coaches, travel trailers, sport utility recreational vehicles and any recreational vehicles not equipped for full utility hookups to water, sewer, and electrical systems.

Section 20. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including the

Declarant, but shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure, any proceeding in lieu of foreclosure, or otherwise.

Section 21. "Plat" shall mean and refer to the recorded plat of Thornton Creek Motorcoach Resort recorded in the public records of DeSoto County, Florida.

Section 22. "Property" shall mean and refer to the real property described in Exhibit "A" and such other additions thereto as may hereafter be brought within the jurisdiction of the Association by recording supplemental declarations.

Section 23. "Roadways" shall mean and refer collectively to the private roads as shown on the Plat.

Section 24. "Rules and Regulations" shall mean and refer to the rules and regulations established by the Association.

Section 25. "Structure" shall mean and refer to anything which constitutes a structure in accordance with the DeSoto County Land Development Regulations, or the general common law of the State of Florida.

Section 26. "Surface Water Management System Facilities" shall mean and 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, wetland mitigation areas and other tracts set aside or created for drainage purposes.

Section 27. Other Capitalized Terms. Other capitalized terms may be used in this Declaration, whose definitions shall be found in the other text hereof. Such defined terms shall have the same meaning throughout this document as they are defined in the text of this document.

ARTICLE II PROPERTY RIGHTS

Section 1. Common Area. The Common Area shall be owned by the Association, but use and access shall be limited to Owners (together with their respective tenants and invitees) of Lots, except as otherwise expressly provided herein.

Section 2. Private Road Maintenance. The Declarant shall complete the construction of the Roadways according to the plans and specifications prepared by Banks Engineering, Inc., and approved by DeSoto County, and all other governmental agencies having jurisdiction thereof. The Association shall be responsible for the management, maintenance, repair, reconstruction, and control of the Roadways, and shall keep the Roadways in good, clean, attractive, and sanitary condition, order, and state of repair.

Section 3. Utility Easements. Public utilities serving the Property and Lots, have been, or will be, installed underground within, below or upon the Property, for the use, benefit and service of the Property, the Lots and all improvements upon the Property. A permanent,

perpetual and non-exclusive easement for utilities has been granted to the providers of utilities for the Property.

Section 4. Public Easements. Fire, police, health, sanitation, cable communications, drainage and other public service personnel and vehicles shall have a permanent, perpetual and non-exclusive easement for ingress and egress over and across the Property, Roadways, Common Area, and each Lot.

Section 5. Association's Right of Entry. The Association's duly authorized representatives, contractors, or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association, including the duties of maintenance as set out herein.

Section 6. Permanence. The benefit of all rights and easements granted by this Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in Section 4 of this Article. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 7. Private Roadway Easements.

(a) Declarant hereby grants to fire, police, health, sanitation and other public service personnel and vehicles, a permanent and perpetual easement for ingress and egress over and across the Common Area, including the Roadways within the Property.

(b) Declarant hereby grants to each Owner, their guests, invitees, residents, and visitors, and utilities providers, guests and invitees of the Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and nonexclusive easement over the Roadways, for the purposes of ingress and egress to any area of the Property.

Section 8. Personal and Property Security. By acceptance of a deed to a Lot within the Property, each Owner agrees that the Association and the Declarant have no obligations whatsoever for providing protection to persons on the Property. Owners agree that it shall be the sole and exclusive obligation of Owners to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts and any other dangers to Owners' safety and security of their Property. Owners further agree that the Declarant and the Association shall have no obligation whatsoever for providing protection to Owners or the Property from conditions existing within the Roadways or Common Area.

Section 9. Liability of Association. Notwithstanding anything contained in the Association Documents, neither the Association nor the Declarant nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Member, Owner, occupant or user of any portion of the Property or

improvements thereon, including, without limitation, residents and their families, guests, invitees, agents, servants, contractors, or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, DeSoto County, and/or any other jurisdiction or the preventions of tortuous activities;

(c) any provisions of the Association Documents setting forth the uses of Assessments which are related to health, safety, and/or welfare shall be interpreted and applied only as limitations of the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person, even if Assessment are chosen to be used for any such reason;

(d) each Owner (by virtue of his acceptance of title to his Lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the Association arising from or connected with any matter from which the liability of the Association has been disclaimed in this Article; and

(e) the Property may contain recreation areas, open spaces, and water areas and other natural elements which may present hazards to persons and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Association shall have no liability for any activities undertaken by any person on Association lands or Common Area and easements, which result in injury from such natural elements. All Owners, families, invitees, and guests agree that any person using such lands does so at his own risk.

As used in this Article, "Association" shall include within its meaning the Declarant, and the directors, officers, committee and board members, employees, agents, contractors, management companies, subcontractors, successors and assigns of the Association and the Declarant.

Section 10. All Rights and Easements Appurtenances. The benefit of all rights and easements granted by this Article, or by any supplemental declaration, constitute a permanent appurtenance to, and shall pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as non-exclusive by this Article or by any supplemental declaration, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, or by such supplemental declaration, unless this Article, or such supplemental declaration

expressly grants such benefit to additional persons. In no event shall the benefit of any such easement extend to the general public.

Section 11. Maintenance.

(a) Responsibility of Association. The Association shall provide grounds maintenance, exterior painting, and other Common Area maintenance, and at the times determined by the Board of Directors of the Association, and each Lot is subject to an Annual Assessment and/or Special Assessment for such maintenance as provided in this Declaration, as the case may be, as follows: (i) the exclusive right to conduct grounds maintenance, hereinafter defined as mowing, blowing, edging, fertilization, insect, weed and disease control, irrigation and maintenance of lawns in the Common Area and on each Lot; trimming and replacement of trees, shrubs and landscaped areas in the Common Area; removal of debris from gutters; and other exterior improvements in the Common Area constructed or installed by Declarant; (ii) the exclusive right to replace roofs on all buildings and Structures in the Common Area; (iii) repair, replacement, and maintenance of the utility easements located on each Lot, including, but not limited to water and sewer lines or pipes, fire hydrants, wells, lift stations, pumping stations, building sewage disposal plants, other utility plants and other appurtenant facilities lying within or upon the Property; (iv) the right to repair, replace, and maintain irrigation systems on or under the exterior of each Lot and within any irrigation easement or wall easement; (v) building and Structure repainting, pressure washing, and maintenance in the Common Area. The Association is not responsible for any maintenance, repair, or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty; and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time as specified below. Where it is stated herein that the Association has "exclusive control", it means the Owners of the Lots shall not be required, or entitled, to conduct such activities, it being the intent of the Association to control such activities for the purpose of maintaining uniformity within the Property. The Association shall have sole discretion as to the timing and necessary of maintenance activities.

(b) If an Owner purchases a Companion Casita from the Declarant, the Owner shall be responsible for maintaining the Companion Casita. The Owner shall provide exterior maintenance on Companion Casitas and the Common Area as follows, the cost for which each Owner shall be individually responsible: (i) repair and replacement of all glass surfaces on said Companion Casita; (ii) repair and replacement of all exterior doors in said Companion Casita; (iii) repair, maintenance, pressure washing, and repainting of said Companion Casita; (iv) replacement in a timely manner of dead trees and shrubs located on the Owner's Lot; (v) maintenance, repair, or replacement of damage resulting from any fire, wind, floor, tornado, hurricane or other casualty damage within the Lot of an Owner; (vi) repair or replacement of any property whether upon such Owner's Lot or any other Lot, or the Common Area, which repair or replacement is required because of any gross negligence or the willful act of such Owner or any member of such Owner's family or household, or any guest, tenant or other invitee of such Owner; and (vii) roof repair and maintenance, including but not limited to, such repairs and maintenance as may be necessary to stop or prevent leaks and removal of mildew, algae and other stains.

(c) Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any

Lot under the following circumstances: (i) such Owner does not maintain in a reasonable condition any lawn or landscaped area, if any, on such Owner's Lot that the Association is not required to maintain; or (ii) such Owner does not when reasonably necessary replace any glass surfaces or exterior doors on such Owner's Lot; or (iii) any maintenance, repair or replacement, whether upon such Owner's Lot, or any other Lot or Common Area, required because of any willful act of such Owner or any member of such Owner's family or household or any guest, tenant or other invitee of such Owner; or (iv) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Lot; (v) the Owner fails to comply with any of the maintenance requirements set forth in subparagraph (b) immediately above; and (vi) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-six percent (66%) of the full Board may undertake such maintenance, replacement or repairs and may assess by Specific Assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by this Declaration.

(d) Exterior Maintenance Assessment. An Annual Assessment for exterior maintenance to provide and be used for the exterior painting and grounds maintenance, repair, servicing, renewal, replacement or improvement of the exterior of each Lot, including replacement of roofs on buildings and Structures located in the Common Areas, and building painting, and other Common Area maintenance shall be assessed against each Lot as more fully described in Article VIII hereof.

(e) Repainting of Companion Casita. If the exterior of any Companion Casita is repainted, it shall be painted in the same color or as close to the original same color unless an alternative color is approved by the Architectural Control Committee.

(f) Repair or Replacement of Exterior Doors and Windows. If any exterior door or window is repaired or replaced by an Owner, it shall be repaired or replaced in such a manner so that the color and style of the exterior door or window is as close to the original unless an alternate color or style is approved by the Architectural Control Committee.

ARTICLE III GENERAL PROVISIONS

Section 1. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage pre-paid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 2. Enforcement. Enforcement of the covenants, conditions, restrictions, and easements shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant, condition, restriction, or easement, either to restrain the violation or to recover damages, and against the land to enforce any lien created by the Association Documents. Failure of the Declarant, the Association or the Owner or Member to

enforce any covenant, condition, restriction, or easement herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter. These covenants, conditions, restrictions, and easements may be enforced by the Declarant, the Architectural Control Committee, the Association or any Member or Owner of a Lot which is subject to this Declaration. In the event legal action is taken to enforce the covenants, conditions, restrictions, and easements provided herein, the prevailing party shall be entitled to recover the costs of such action, including but not limited to, attorneys' fees relating to such action and any appeals thereto, as well as other appellate costs, if necessary. If any such action is brought by any Owner against any other Owner, neither the Declarant nor the Association shall have any obligation to indemnify or reimburse either party to such action.

Section 3. Severability. Invalidation of any one of the covenants, conditions, restrictions, or easements contained in this Declaration by judgment or court order shall in no way affect any of the other provisions of this Declaration which shall remain in full force effect.

Section 4. Duration. This Declaration, including all easements reserved by or on behalf of the Declarant or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of thirty (30) years from the date this Declaration is filed for record in the public records of DeSoto County, Florida, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless, within the twelve (12) month period preceding any extension, an instrument signed by the then record Owners of sixty-six and two-third percent (66 2/3%) of the Lots has been recorded, agreeing to terminate this Declaration.

Section 5. Amendment of Declaration. This Declaration may be amended as follows:

(a) By Declarant. Until the termination of the Class B Control Period, Declarant may unilaterally amend, modify, add to or delete any provision, section or article of this Declaration or any portion thereof, without notice to or consent from any Member or the Association.

(b) By the Member. After the termination of the Class B Control Period, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least sixty-six and two-thirds percent (66 2/3%) of the Association's title Class A Members. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Approval by the District. Notwithstanding Section (a) and (b), any amendments to this Declaration that alters any provision relating to the Surface Water Management System Facilities, beyond maintenance in its original condition, including the water management portions of the Common Area, or amendment to this Section (c), must have the prior approval of the District, but no record of such approval shall be required to be recorded with the amendment.

(d) Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant or

the Class B Member, respectively (or the assignee of such right of privilege). Any amendment shall be recorded in the public records of DeSoto County, Florida.

Section 6. Notice to Mortgagees. Upon written request to the Association, identifying the name and address of the Mortgagee, insurer or guarantor and the Lot number and address, any such Mortgagee, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which adversely affects a material portion of the Property or any Lot on which there is a Mortgage held, insured or guaranteed by such Mortgagee, insurer or guarantor, as applicable;

(b) Any delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to a Mortgage held, insured or guaranteed by such Mortgagee, insurer or guarantor which remains delinquent for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action which would require the consent of a specified percentage of Mortgagees.

Section 7. Association Information. Upon request during normal business hours or under other reasonable circumstances, the Association shall make available to Owners, Mortgagees, insurers or guarantors of any Mortgage, current copies of this Declaration, the Articles of Incorporation, and Bylaws of the Association, the Rules and Regulations concerning the Property, all amendments thereto, and the books, records and financial statements, for the immediate preceding fiscal year of the Association.

Section 8. Effective Date. This Declaration shall become effective upon its recordation in the public records of DeSoto County, Florida.

Section 9. Encroachment Easements. In the event that any Lot shall encroach upon any of the Common Area, or upon any Lot, or in the event that any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of accommodating and abating that encroachment, for so long as the encroachment shall exist.

Section 10. Interrelationship of Documents. In the event of a conflict between the terms and provisions of this Declaration, the Articles of Incorporation, or the Bylaws of the Association, then this Declaration shall govern.

Section 11. Interpretation. When the context in which the words are used in this Declaration indicates that such is the intent, words in the singular shall include the plural and vice versa, and one gender shall include both genders. The articles, sections, titles, captions, and abbreviations contained in this Declaration are for convenience only and shall not be deemed a part of this Declaration.

Section 12. Addition and Deletion of Land. The Declarant reserves the right to annex additional land, and such additional lands shall be included and be subject to the covenants, conditions, restrictions, and easements of this Declaration without the approval of Class A membership. Upon filing of a supplemental declaration, the Lot Owners of the annexed real property shall be Members of the Association and shall enjoy all the rights and privileges thereto, including the use of the Common Area. The Declarant reserves the right to withdraw land from this Declaration without the consent of any Member or Owner. Withdrawal shall be by a supplemental declaration removing the affected lands from the provisions of this Declaration.

Section 13. Mortgage or Conveyance of Common Area. The Common Area, or any part of the Common Area, cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of each class of the Members in writing or by vote at a meeting at which a quorum is present.

ARTICLE IV USE RESTRICTIONS

Section 1. The Property Subject to Use Restrictions. In addition to other restrictions, reservations and conditions set forth elsewhere in this Declaration and the Articles of Incorporation and Bylaws of the Association, the Property shall be subject to the restrictions, reservations, and conditions set forth in this Article, all of which shall run with the land and, with the exception of the Declarant, be binding upon each and every Owner who shall acquire or own a Lot on any portion of the Property, and shall be binding upon the respective heirs, personal representatives, successors and assigns thereof.

Section 2. Residential Uses. The Lots shall be used and occupied and Structures shall be constructed only for the following residential purposes:

- A. Motorcoaches;
- B. Companion Casitas;
- C. Spas/ Pools;
- D. Outdoor Kitchens;
- E. Gas Fireplace.

No Motorcoaches shall occupy or Structures be erected or maintained on a Lot except those to be used for the purposes aforescribed. Each Lot shall be used for residential purposes consistent with Motorcoach living in accordance with the DeSoto County Land Development Regulations. Time share estates are prohibited. Each Lot shall be restricted to:

- A. One (1) Motorcoach properly positioned on the Lot's brick paver pad;

- B. Two (2) currently licensed automobiles, suburban utility vehicles, or non-commercial trucks, which shall be parked on the Lot's brick paver pad or driveway;
- C. Two (2) motorcycles or motor scooters;
- D. Two (2) bicycles; and
- E. One (1) electric golf cart.

Section 3. Companion Casitas. Only one Companion Casita approved by the Architectural Control Committee shall be allowed on a Lot. A Companion Casita which may contain one (1) bathroom, screened enclosures and an outdoor kitchen shall be permitted on all Lots. A Companion Casita which may contain one bathroom, one interior kitchen, screened enclosures and an outdoor kitchen shall be permitted only on Lot numbers 42 through 53. No Companion Casita may be used as a permanent residence.

Section 4. Lot Size and Slabs. No Lot shall be divided, re-subdivided or reduced in size by any method whatsoever, unless all portions of said Lot will be used to increase the size of adjacent Lot(s), or other adjacent property, and notwithstanding the foregoing, no Lot shall be divided, resubdivided or reduced in size by any method whatsoever, without the prior written consent of the Declarant. All plots formed as a result of the foregoing, shall thereupon be deemed and treated as original Lots, and may not be further divided, subdivided or reduced in size by any method whatsoever, or changed back to the original configuration, without the prior written consent of Declarant. Each Lot shall have a brick paver slab, and the size, dimensions, and color scheme of the pad are required to be approved by the Architectural Control Committee in accordance with Article VI.

Section 5. Motorcoach Attachments. No free-standing air conditioning and heating equipment, storage rooms, screen rooms and Florida rooms located outside of a Motorcoach shall be permanently or temporarily installed on a Motorcoach. No part of the Motorcoach shall be parked on a Lot so as to extend beyond any of the Lot lines, tipouts and pullouts included. All Easements for public utilities shall not be blocked or impaired, except that brick paver driveways and pads may be installed over easements for public utilities.

Section 6. Architectural Style, Building Materials, and Color Scheme. The architectural style of all buildings and Structures shall be like or harmonize with a "Key West" style. All exterior building materials for the wall surfaces of the Companion Casitas shall be determined by the Declarant. The exterior color scheme shall conform and harmonize with the "Key West" style. The architectural style, building materials, and color scheme are required to be approved by the Architectural Control Committee in accordance with Article VI.

Section 7. Quiet Enjoyment Free of Nuisances. In addition to all other covenants and restrictions set forth in this Article, no noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the Property, nor shall any disturbance be permitted which will interfere with the rights, comforts or

convenience of other Owners and their respective guests, invitees or lessees. Owners shall be prohibited from doing anything or conducting any activity which would detract or in any way deter from the beauty or natural aesthetics of the Property.

Section 8. Appearance of Lots. No Lot or Common Area, or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether improved or unimproved, and whether occupied or not, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative or unlicensed vehicles or portions thereof, or similar unsightly items; nor any furniture or appliance designed for normal use or operation within (as distinguished from outside of) a Motorcoach; shall be parked, permitted, stored or located upon any Lot in any such manner or located as to be visible from the Roadways, public streets, or neighboring Lots. However, this Section shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services, if placed in a neat and sanitary manner at dumpster locations. No lumber, brick, stone, cinder block, concrete or other building materials, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

Section 9. Lawful Use. No immoral, improper, offensive or unlawful use shall be made on the Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 10. Signs. No Signs, flags, advertisements, notices, or other lettering, including "For Sale" and "For Lease" signs, shall be exhibited, inscribed, painted, or affixed by any Owner to any part of the Property; except, however, this restriction shall not apply to the Declarant in regard to its sale of Lots. Notwithstanding the foregoing, signs permitted pursuant to Section 21 herein are exempt from this Section 10. Notwithstanding the foregoing, any Owner may display one portable, removable United States flag in a respectful way. The Association may establish Architectural and Landscaping Standards regarding the exact size and location of all signs within the Property.

Section 11. Utility Easements. Easements for installation and maintenance of utilities are reserved as shown on the Plat. Within these easements, no structure, walls, fences, trees or bushes, or other material or plantings shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may impede the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible. The Association may remove any Structure, trees or other vegetation which interferes with any construction, maintenance or repair of the easements, and the cost thereof shall be paid by the applicable Owner to the Association within fifteen (15) days after written notice. If the Owner shall fail to reimburse the Association, the Association shall levy and collect a Special Assessment against the Owner for reimbursement pursuant to the provisions of this Declaration.

Section 12. Commercial Uses. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot unless permitted by DeSoto County Land Development Regulations, except that real estate brokers, Owners and their agents may show Lots for sale or lease, and except as set forth in Paragraphs 21 and 22 of this Article.

Section 13. Mailboxes. The Association for the benefit of the Owners shall maintain a mailbox island located on the Common Area. No individual mailboxes shall be permitted on a Lot.

Section 14. Vehicles.

(a) Except as hereinafter provided, no boat, boat trailer, camper, mobile home, travel trailer, aircraft, glider, trailer, or bus shall be permitted to remain on any Lot or Roadway within the Property. Commercial vehicles as defined herein and any truck or vehicle greater than three-quarter (3/4) ton capacity, which has signage or other advertising or commercial displays affixed thereto are not permitted to be parked within the Property except on a temporary, short-term basis as defined herein. Any vehicle three-quarter (3/4) tons or less that has signage or other advertising or commercial displays affixed thereto, that is used as a daily mode of transportation, may be parked within the Property. All motor vehicles permitted to be on a Lot must park at all times on the Owner's driveway, and shall not park on the grass or non-paved area of the Lot. Overnight parking on the street is strictly prohibited.

(b) No motorcycle, motor scooter, ATV, go-cart, or the like, may be operated within the Property. This restriction shall not apply to golf carts, which may be operated within the property. Notwithstanding the foregoing, motorcycles and motor scooters licensed or registered with the State of Florida to operate on public roads and used as a daily mode of transportation may be operated for ingress or egress purposes only within paved areas of the Property. This Section shall not be applicable to Declarant.

(c) "Parking on a Temporary, Short-Term Basis" shall mean parking, on a non-recurring basis and for a single period not exceeding twenty-four (24) hours in duration, of commercial or recreational vehicles belong to guests of Owners, and it shall also mean parking of commercial vehicles used in connection with the furnishing of services and/or the routine pickup and delivery, respectively, of materials from and to Lots (including those commercial vehicles used in connection with bona fide current on-going construction of improvements on Lots or the Common Area) and commercial and recreational vehicles belonging to or being used by Owners for loading or unloading purposes only.

(d) "Commercial Vehicle" shall mean a truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity and any vehicle greater than three-quarter (3/4) ton capacity with a sign displayed on any part thereof advertising any kind of business or within which any commercial materials and/or tools are visible. Commercial vehicles shall be parked on a temporary, short-term basis only.

(e) There shall be no parking on any grass, landscaped area, sidewalks or any Common Area. Any vehicles parked on the street shall be towed. Any Owner vehicles parked

in guest parking spots shall be towed. At no time shall any vehicle block access to a trash receptacle or the Common Area.

(f) Any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this Section or in violation of any Rules and Regulations adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association, and the Owner of the Lot to whom such vehicle belongs or to whom the operator of such vehicle is a family member, guest, or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Lot to enforce collection of such reimbursement. Any cost or expense necessary to recover the towed or removed vehicle shall be borne by the owner or operator of the towed or removed vehicle.

Section 15. Reconstruction, Repair and Rebuilding. Every Companion Casita, Structure or other improvement, the reconstruction, repair, or rebuilding of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such reconstruction, repair, or rebuilding until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God and other similar causes.

No Companion Casita, Structure or improvement which has been partially or totally destroyed by fire or casualty shall be permitted to remain in such state for more than six (6) months from the date of such damage or destruction. If reconstruction or repair of any such Companion Casita, Structure or improvement is not so commenced within six (6) months, the Architectural Control Committee may require the Owner thereof to raze or remove the same promptly from such Lot. Any Owner who has suffered damage to his Companion Casita by reason of fire or any other casualty shall apply to the Architectural Control Committee for approval for reconstruction, rebuilding or repair.

Section 16. Landscaping and Gardens. No lawns, shrubbery, trees or plants on the Property shall be installed without the prior written consent of the Architectural Review Board. No artificial vegetation shall be permitted on the exterior or any portion of the Property, and exterior flower or vegetable gardens, sculptures, fountains, and similar items must be approved by the Architectural Review Board.

Section 17. Rights of Way, Lawn and Irrigation Systems. All Owners shall keep their Lots in a neat, clean and orderly condition at all times. The Association shall be responsible for mowing lawns on Lots. The lawns, trees, and shrubbery must be watered and fertilized as necessary in order to keep the landscaping green and in a stable condition. No excessive weeds or unsightly undergrowth or brush shall be permitted. The Association has the right to enter a Lot during daylight hours to mow a lawn. The Association reserves the right to clean a Lot if the Owner fails to properly maintain the Lot in a neat, clean, and orderly condition. The Association reserves the right to maintain a Lot's landscaping if the Owner fails to properly maintain the landscaping. The Association shall deliver written notice to the Owner demanding reimbursement for the cost of such cleaning or maintenance. Should the Owner of any Lot, within fifteen (15) days of delivery of such notice, fail to reimburse the Association, the Association shall levy a Special Assessment against such Owner for reimbursement, pursuant to

the provisions of this Declaration. The cost of mowing lawns on the Lots shall be treated as a common expense of the Association.

Section 18. Fences and Walls. No fences or walls shall be permitted on any Lot. Notwithstanding the foregoing, the Declarant shall have the right to construct an entrance gate, a perimeter fence or wall around the Property, privacy fences in Common Areas adjacent to Lots, and a perimeter fence or wall around the outside storage area.

Section 19. Elevation and Drainage Facilities. No changes in the elevation or drainage characteristics of the land shall be made without prior written approval of the Declarant or the Association nor shall any fill be used to extend the property beyond the property line or to encroach upon the stormwater management easements. No person may obstruct or rechannel drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Catch basins and drainage areas are for the purpose of natural flow of water only and no obstructions or debris shall be placed in these areas.

Section 20. Holiday Lights and Other Lighting. Holiday lighting and decoration shall be permitted to be placed upon the Lot in the manner permitted hereunder during a period commencing on Thanksgiving and continuing through January 15 of the following year, after which such lighting shall be removed. Lighting and decoration for any holiday other than that referenced above shall be permitted commencing fifteen (15) days prior to said holiday and continuing for fifteen (15) days following said holiday, after which time said lighting and decoration shall be removed. The Architectural Control Committee may establish standards for holiday lights and may require the removal of any lighting that creates a nuisance.

Section 21. Exemption of Declarant. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, or its designated assigns, contractors, or subcontractors, from doing or performing on all or any part of the Property owned or controlled by such Declarant, or its designated assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including, without limitation:

(a) Erecting, constructing, and maintaining thereon such Structures as may be reasonably necessary for the conduct of a Declarant's business of completing the final development and establishing the Property as a residential community and disposing of the same in Lots by sale, lease or otherwise; or

(b) Erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale, lease or other transfer of any portion of the Property. All provisions of this Declaration in conflict with this Section shall be deemed inoperative as to a Declarant and its designated assigns.

Section 22. Declarant's Sales Activities. Every person, firm or corporation purchasing a Lot recognizes that Declarant shall have the right to:

(a) Use of Lots for sales offices, field construction offices, storage facilities, or general business offices;

(b) Erect and maintain such signs on the Lot in connection with the uses permitted in Subsections 21(a) and (b) above; and

(c) Declarant's rights under the preceding subsections shall terminate when the last Lot is sold by Declarant to an Owner, unless prior thereto Declarant has indicated its intention to abandon such rights by a written instrument duly recorded in the public records of DeSoto County, Florida. It is the express intention of this Section that the rights granted herein to maintain sales offices, general business offices, and signs shall not be restricted or limited to Declarant's sales activity relating to the Property, but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant or its affiliates may own. All provisions of this Declaration in conflict with this Section shall be deemed inoperative as to Declarant.

Section 23. Outdoor Clothesline. No outdoor clotheslines, of any kind whatsoever, temporary or permanent shall be permitted on any Lot.

Section 24. Basketball Goals/Playground Equipment. Basketball goals, hoops and standards, either temporary or permanent, or playground equipment may not be installed, located, or placed on a Lot.

Section 25. Firearms and Fireworks. The discharge of firearms and fireworks within the Property is prohibited. The term "firearms" includes pistols, rifles, "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 26. Open Fires. In-ground campfires, fire pits and other open (non-grill) fires shall be prohibited. Outdoor fireplaces, fire pit tables, above ground free-standing covered fire pits and other similar devices shall be permitted. All outdoor fireplaces, fire pit tables, above ground free-standing covered firepits and other similar devices shall be propane-fueled only.

Section 27. Trailers. No boat trailers, utility trailers or automobile trailers are allowed on a Lot. The Declarant may designate certain Lots or areas within the Property for storage or other use in the Declarant's sole and absolute discretion.

Section 28. Animals. No animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot except that pets of the customary household variety such as cats, dogs, pet birds, and fish may be kept by an Owner, but only if such pets do not cause a disturbance or a nuisance on the Property. The following shall apply with regard to any pet which is allowed to be kept in or on the Lot:

(a) Owners of a cat or dog shall be required to keep same on a leash at all times unless kept in an enclosed area.

(b) Owners of a cat or dog shall be required to remove immediately all forms of cat waste and dog waste from the Property, including but not limited to lawns, walks, driveways, and parking areas, and such pets shall not be allowed to deposit waste in any manner, or in any place, that would in any manner change or deface the Property, including any alteration in the uniformity of appearance of the lawn or landscaped areas.

(c) No pet will be allowed which creates excessive noise, emits noxious odors, creates unsafe or unhealthy living conditions, or other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of day or night.

(d) No more than a total of three (3) pets comprised of cats, dogs, or birds may be kept on any Lot.

(e) Breeding of pets is not allowed.

(f) Additional Rules and Regulations concerning pets may be established by the Association.

Section 29. View Protection. The Architectural Control Committee reserves the right to reasonably restrict the placement of landscaping or other impediments to the enjoyment of views from and of adjoining Lots.

Section 30. Right to Enter the Property. The Declarant, the Association or its employees, agents or assigns, after giving an Owner reasonable notice and opportunity to cure a violation of this Declaration, may enter upon a Lot (but not within a Motorcoach or Companion Casita) for the purpose of curing the violation, but shall have no liability to the Owner, whether for trespass or otherwise as a result of such entry upon the Lot.

Section 31. Legal Proceedings for Violations. If any person shall violate or attempt to violate or in any way fail to abide by this Declaration, or any Rules and Regulations, it shall be lawful for the Declarant, the Association, or any other person(s) owning any Lot in the Property to conduct such legal proceedings as are available to enforce compliance therewith, to prevent further or continued violation by injunctive relief, and to recover damages, court costs and litigation costs and expenses for such violation or attempted violation, and attorney's fees whether incurred in the trial court, on appeal or in bankruptcy.

Section 32. Unsold Lots. Until the Declarant has completed and sold all of the Lots, neither the Owners nor the Association use of the Property shall interfere with the completion of the contemplated improvements and the sales of the Lots. Declarant may make such use of the unsold Lots and Common Area as it may find in its own best interest, including but not limited to maintenance of a sales office, one or more models, storage facilities, the showing of the Property and display of signs and the leasing of unsold Lots.

Section 32. Leases. In order to keep the Property from becoming a transient community and to assure enforcement of this Declaration, the following provisions apply to leases of Lots:

(a) Any Lease of a Lot shall be in writing and shall comply with the remaining provisions of this Section 32.

(b) Each Owner shall have the right to lease his or her Lot. The Declarant or Association shall have the right to terminate any lease upon default by the tenant by not observing any of the provisions of the Declaration and these Rules and Regulations.

(c) The use of the Common Area is limited to the benefit of one (1) family per Lot and grant of such rights to a tenant excludes the right of the Owner to use such Common Area during the period of the lease.

(d) No Companion Casita shall be leased separately from any Lot.

(e) The Owner shall be responsible to the Association for compliance by his or her tenant with the terms and conditions of this Declaration.

(f) No rental pool shall be established or implemented for the Lots within the Property.

Section 33. Length of Occupancy. The occupancy of any Lot by an Owner, Lessee or guest shall be limited to 180 days, and no Owner, Lessee or guest shall re-establish occupancy of any lot until at least thirty (30) days following such Owner's, Lessee's or guest's departure.

Section 34. Drainage Easements. The Plat shows certain areas as drainage easements, Drainage easements shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedges and landscaping plants, other than grass, except as required by the DeSoto County, the Southwest Florida Water Management District, or any other governmental agency having jurisdiction thereof.

Section 35. Mining, Wells, Underground Installation. No oil drilling, oil development operations, quarrying, or mining operation of any kind shall be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot. No wells, tanks, tunnels, mineral excavation, or shafts shall be installed, erected, maintained, or permitted upon or in any Lot, whether such use is for water, oil or petroleum products, natural gas, propane or any other substance.

Section 36. Cable and Internet Service. Declarant may enter into an agreement with a third party provider to provide exclusive cable and internet services for each Lot (the "Cable and Internet Contract"). In the event Declarant elects to enter into a Cable and Internet Contract, the Annual Assessment shall include the cable and internet service expense for all of the Lot Owners. Each Lot Owner shall be responsible for paying Annual Assessments for cable and internet service provided by the third party provider for the full term of the Cable and Internet Contract regardless of whether the Lot Owner uses the cable and internet services. Declarant is under no obligation to enter into a Cable and Internet Contract.

ARTICLE V INSURANCE AND CASUALTY LOSSES; CONDEMNATION

Section 1. Insurance. Insurance which shall be carried upon the Property, shall be governed by the following provisions:

(a) Authority of Purchase. All insurance policies upon the Common Area shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage for any personal insurance coverages, including but not limited to, personal liability, personal dwelling unit, personal property or living expenses of any Owner. The Association shall insure the Common Area only, and shall not insure the Owners' Lots.

(b) Coverage.

1. Property. All buildings, improvements, and Structures in the Common Area and all personal property included in the Common Area shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (i) loss or damage by fire, flood (if in a designated V or A flood zone), hurricane, tornado, windstorm and other hazards covered by special perils coverage form; and (ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings within the Common Area, including but not limited to vandalism and malicious mischief.

2. General Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association.

3. Worker's Compensation. If necessary, to meet the requirements of Federal or Florida law.

4. Directors and Officers Liability Insurance. Each member of the Board of Directors of the Association shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board of Directors.

5. Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for the described insurance shall be a common expense, collected from Owners within the Property as part of the Annual Assessment. Premiums shall be paid by the Association.

(d) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its Mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

Section 2. Reconstruction or Repair After Casualty. The Board of Directors, in its sole discretion, shall determine whether or not any damaged portion of the Common Area shall be repaired or replaced.

Section 3. Condemnation. In the event that any portion of the Common Area shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Area by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any Owner who is directly, and adversely affected by the condemnation, as their respective interests may appear.

Section 4. Insurance on Companion Casitas. Each Owner of a Lot shall obtain insurance coverage insuring the Companion Casita located thereon in an amount equal to the maximum insurable replacement value. Such coverage shall afford protection against:

(a) Loss of damage by fire, flood (if in a designated V or A flood zone), hurricane, tornado, windstorm, and other hazards covered by a special perils coverage form;

(b) Personal liability with a minimum \$300,000.00 per occurrence limit; and

(c) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Companion Casitas on the Property.

If an Owner shall fail to maintain the insurance required by this Section, the Association may obtain such insurance and shall assess the Owner for the cost of same in accordance with Article VIII, Section 7, of this Declaration.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Composition of Architectural Control Committee. The Declarant, acting in its own name, shall constitute the Architectural Control Committee until such time as Declarant, in its sole and absolute discretion, shall appoint a committee of not less than one (1) nor more than three (3) members, which shall thenceforth constitute the Architectural Control Committee. In the event a member of such committee resigns or becomes unable to serve thereon, the Declarant shall appoint a successor. If Declarant has not appointed such a committee by the time Declarant ceases to be a Class B Member of the Association, the Association shall appoint a committee of not less than one (1) nor more than three (3) members to act as the Architectural Control Committee.

Section 2. Review by Architectural Control Committee. In order to enhance, maintain and preserve the aesthetic beauty and the property values of the Property and all Lots located thereon, no, building, screen enclosure, sprinkler systems, irrigation wells, sewers, drains, disposal systems, decorative sign, landscape device or object, recreational or other exterior lighting, wall, Structure, outdoor kitchen, or improvement (including landscaping) shall be commenced, painted, erected or maintained upon the Property, nor shall any exterior addition,

change or alteration be made to any previous improvement on a Lot, nor shall any antenna or satellite dish be attached to or placed upon a Lot or other improvements, until the proposals, drawings, blueprints, and plans and specifications showing the nature, kind, shape, height, materials, color selection, and location of the same (hereinafter referred to as "Plans and Specifications") shall have been submitted to, and approved in writing by, the Architectural Control Committee upon its satisfaction as to the harmony of exterior design and location in relation to surrounding structures and topography, and as to conformance with the architectural and landscaping standards, and assurance that any damage to the Property as a result of such additions or alterations will be repaired in a timely fashion. The Architectural Control Committee may establish conditions to its approval of Plans and Specifications and/or may require submission of additional Plans and Specifications or other information prior to approving or rejecting rules or guidelines setting forth procedures for the submission of Plans and Specifications submitted for its review as it deems proper. Upon receipt by the Architectural Control Committee of any required Plans and Specifications, the Architectural Control Committee shall have thirty (30) days within which to approve or reject such proposed Plans and Specifications and, if the Architectural Control Committee has not expressed its approval or rejection of same in writing within said thirty (30) day period, said Plans and Specifications shall be deemed to have been approved in writing. All changes and alterations to any Lot shall also be subject to all applicable permit requirements and other governmental laws, statutes, ordinances, rules, regulations, orders, and decrees.

Section 3. Approval Not to be Construed as Waiver. The approval by the Architectural Control Committee of any Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Control Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar Plans and Specifications submitted for approval or consent.

Section 4. Architectural Control Committee Expenses. The members of the Architectural Control Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 5. Limitations on Architectural Control Committee Liability. Neither the Architectural Control Committee, nor the Declarant, nor the Association shall be liable to any Owner or other person or entity for any loss, damage or injury arising out of, or in any way connected with, the performance or nonperformance of the Architectural Control Committee's duties hereunder, unless due to the willful misconduct or gross misconduct of an individual member and only the member engaging in such willful misconduct shall have any liability in such event.

Section 6. Variances. The Architectural Control Committee may grant written variances from compliance with the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, in which event no violation of the covenants, conditions, restrictions, and easements contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such variance shall not, however, operate to waive any of the terms and provisions of this Declaration, except to the extent covered

by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot.

Section 7. Compliance with Covenants, Conditions, Restrictions, and Easements. Except as otherwise provided for in this Article, all construction and other activities for which approval must be obtained from the Architectural Control Committee shall be in compliance with the covenants, conditions, restrictions, and easements contained in this Declaration and the Plans and Specifications approved by the Architectural Control Committee.

Section 8. Attorneys' Fees and Costs. For all purposes necessary to enforce, defend or construe this Article, the Declarant, the Architectural Control Committee, and Association, as appropriate, shall be entitled to collect reasonable attorney's fees, costs and other expenses from the Owner, whether or not judicial proceedings are involved, which amounts shall constitute a lien against the Owner's Lot and be enforced in the same manner as provided in this Declaration.

Section 9. Exemption of Declarant. The Declarant shall be exempt from the provisions of this Article with respect to all improvements, alterations and additions which Declarant shall make on the Property during the time period in which the Declarant is developing the Property and selling Lots.

ARTICLE VII THE ASSOCIATION

Section 1. Purpose. The Association shall be formed to fulfill the duties described in this Declaration.

Section 2. Membership.

(a) Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to Assessments, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.

(b) The rights, duties, privileges and obligations of an Owner as a Member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of the Association Documents; provided, that, if a conflict arises between the Declaration and any of the other Association Documents, the Declaration shall take priority.

Section 3. Voting. The Association shall have two (2) classes of voting membership referred to as "Class A" and "Class B" and two (2) control periods referred to as "Class A Control Period" and "Class B Control Period" as set forth below:

Class A. So long as there is Class B membership, Class A Members shall be all Owners, except the Declarant, and shall be entitled to one (1) vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including Declarant so long as such Declarant is an Owner, and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members; but there

may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

Class B. The Class B Members shall be the Declarant, and during the Class B Control Period, the Declarant shall have complete discretion in appointing, removing, and replacing all directors except that Class A Members shall be entitled to elect at least one member of the Board of Directors if 50 percent of the Lots have been conveyed to Class A Members. Directors elected by the Declarant need not be Members of the Association. Class B membership shall cease and be converted to Class A membership and any Class B Lot then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

(a) Three (3) months after ninety percent (90%) of the Lots within the Property have been deeded to Owners other than Declarant; or.

(b) When the Declarant waives in writing its rights to Class B membership.

The Declarant is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. In all other matters not in conflict with other sections and articles in this Declaration which may give Declarant superior voting rights, Declarant shall be entitled to one (1) vote for each Lot owned.

Section 4. Rights and Obligations of the Association. Besides the maintenance and other responsibilities set forth herein, the Association must also manage, operate, maintain, repair, service, replace and renew all rights-of-way for common use within the Property, and all improvements therein, to the extent such activities are not performed by any public authority, utility, or other entity. The Association shall have the duty and responsibility to maintain all irrigation systems and landscaping and signs construed by Declarant or the Association servicing the Common Area.

Section 5. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent the Board of Directors deems advisable, as well as such other personnel as the Board of Directors determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Board of Directors may obtain and pay for management, legal, and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of the Association Documents.

Section 6. Capital Improvements. The Association may not expend funds for capital improvements without the prior approval of at least two-thirds (2/3) of those Members entitled to vote in person or by proxy thereon at a meeting at which a quorum is present, except for: (i) the replacement or repair of items installed by Declarant as part of its development of the Property, if any (ii) the repair and replacement of any personal property related to the Common Area; and (iii) expenditures for repair, maintenance, or replacement of roofs and other portions of the Common Area which the Association is required to maintain, together with painting of the buildings and Structures located in the Common Area.

Section 7. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as may be contained in the Association Documents.

Section 8. Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable Rules and Regulations governing the use of the Lots, the Common Area, or any combination thereof, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration. The Rules and Regulations shall be binding upon the Owners, and the Association may impose reasonable monetary fines and other sanctions for violations of the Rules and Regulations which may be collected by lien and foreclosure as provided herein, in accordance with Chapter 720, Florida Statutes. The Association's procedures for enforcing its Rules and Regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing. The Rules and Regulations shall include rules for usage of the Common Area.

Section 9. Powers and Authority. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Association Documents and this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners and Members. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provisions called for herein, or for the purpose of maintaining and repairing any Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Association Documents, and to enforce, by mandatory injunction or otherwise, the provisions of the Association Documents.

Section 10. Indemnification of Officers and Directors. To the extent permitted by law, the Association shall, and all Owners hereby agree that the Association shall, indemnify each officer, director and employee, from any and all expenses, including legal expenses, incurred arising out of such person's acts undertaken on behalf of the Association, unless such acts were adverse to the Association or resulted in personal gain to the person. This provision is self-executing, and the Association may also take any action desired to carry out its purposes.

ARTICLE VIII ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, hereinafter referred to as "Annual Assessments"; (ii) special assessments for capital improvements or

unbudgeted expenses, hereinafter referred to as "Special Assessments"; (iii) specific assessments for accrued liquidated indebtedness to the Association hereinafter referred to as "Specific Assessments"; and (iv) assessments for property taxes on the Common Area, which assessments are established and shall be collected as hereinafter provided. The Annual Assessments, Special Assessments, and Specific Assessments, hereinafter collectively referred to as the "Assessments", together with interest, costs, and reasonable attorney's fees and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessments became due.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to: (i) fund the operations of the Association as elsewhere provided in this Declaration; (ii) promote the health, safety, and welfare of the Owners; (iii) for the improvement, repair, replacement, and maintenance of the Common Area including, but not limited to, payment for operation and maintenance of improvements to the Common Area, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof; and (iv) for such other purposes as are permissible activities of the Association and undertaken by it as set forth in this Declaration.

Section 3. Annual Assessment. The Annual Assessment shall be used to promote the recreation, health, safety, and welfare of the residents within the Property, including: (i) the operation, management, maintenance, repair, servicing, security, renewal, replacement, and improvements of the Common Area and the Surface Water Management System Facilities, and those other responsibilities of the Association as outlined herein; (ii) establishments of reserves for any improvements or maintenance items where the Association believes that reserves are necessary or in the best interests of the Owners; and (iii) all other general activities and expenses of the Association, including the enforcement of this Declaration.

Section 4. Duties of the Board of Directors. The Board of Directors shall fix the amount of the Assessment against each Lot subject to the Association's jurisdiction and shall set the date of commencement for each Assessment Period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the property and Assessments, applicable thereto, that shall be kept on file in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereafter be sent to every Lot Owner subject thereto. The Association shall, upon demand at any time, furnish to any Lot Owner liable for said Assessments, a certificate setting forth whether said Assessments have been paid to any particular Lot. This certificate shall be conclusive evidence of payment of any Assessment due to the Association which is stated therein to have been paid. The Association may charge reasonable fees to provide such certificates. From time to time, the Association, through actions of its Board of Directors, may enter into an agreement or agreements with one or more persons, firms or corporations, for the purpose for providing professional management, and operation of and maintenance of services for the Common Area.

Section 5. Amount of Annual Assessments. The Annual Assessments shall be established by the Board of Directors of the Association and shall commence with the conveyance of the first Lot to a Class A Member. Initially, the Assessment Period shall be monthly, unless otherwise provided by the Board of Directors.

(a) The Assessment for each Lot owned by a Class A Member shall be equal to the Assessment for each other Lot owned by a Class A Member. The Board of Directors of the Association shall fix the Annual Assessment for each year in an amount necessary to pay for the maintenance of the Common Area, including but not limited to, the payment of taxes and insurance on the Common Area, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

(b) Special Assessments may be made by the Board of Directors for capital improvements or to cover unbudgeted expenses or expenses in excess of those budgeted.

(c) Declarant's Guarantee of Assessments. Declarant guarantees to each Owner of a Lot that from the date of recording this Declaration through the time period in which Declarant is the Class B Member, the total monthly Assessment for maintenance of the Common Area and Lot imposed on each Owner will not exceed Three Hundred Fifty Dollars (\$375.00) (the "Guaranty Period"). In consideration of this guaranty, Declarant is excused from the payment of its share of the maintenance expenses which otherwise would have been assessed against its unsold Lots during the term of the guaranty. The actual amount to be paid by Declarant under this guaranty will be equal to the amount necessary to pay the difference between the actual expenses incurred by the Association at any given time less the amount of the Assessments collected by the Association from all Owners of Lots at the time, such that bills of the Association are paid in full on a thirty (30) day current basis. As a consequence of this exemption, Declarant will pay any amount of expenses incurred each year which exceed the total revenues of the Association for so long as the guaranty remains in effect. However, this guaranty does not cover shortfalls in capital reserves or any expenses incurred during the guarantee period resulting from a natural disaster or an act of God; any such expenses that are not covered by insurance proceeds from the insurance maintained by the Association will be assessed against all Owners owning Lots on the date of such natural disaster or act of God, including Declarant.

(d) The amount of each individual Member's Assessment for Class A Members shall be uniform through the Property and shall be an amount equal to a fraction of the total Assessment budget, where the numerator is one (1) and the denominator is the total number of Lots in the Property in accordance with the recorded Plat.

Section 6. Special Assessments for Capital Improvements or Unbudgeted Expenses. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, or to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be payable in one (1) or more installments, with or without interest, as determined by the Board of Directors.

Section 7. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand.

This shall include fines levied pursuant to Chapter 720, Florida Statutes, for the actions of any Owner, guest, invitee, or family member of such Owner.

Section 8. Property Taxes. Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Lot, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarant intends *that the value of the interest of each Owner in the Common Area entitled to its use be included in the* assessment of each Lot for local property tax purposes. Declarant further intends that any assessment for such purposes against the Common Area shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area are in excess of Five Hundred and 00/100 Dollars (\$500.00), and in the event the Annual Assessment does not include any such excess property taxes on the Common Area, then the amount of such excess may be specially assessed by the Board of Directors in its discretion in the following manner: the amount of such excess with respect to the Common Area shall be divided by the number of Lots within the Property and the quotient shall be the amount of such Special Assessment which may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board of Directors deems advisable. Each year the Board of Directors shall determine whether such Assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

Section 9. Uniform Rate of Annual Assessments. Annual Assessments must be fixed at a uniform rate for all Lots. The share of each Lot in payment of the Assessments for common expenses shall be a fraction, the numerator of which is one (1) and the denominator is the total number of Lots subject to Annual Assessments under this Declaration. This fraction will change if additional land is added to the Property.

Section 10. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Assessments in any succeeding year but may carry forward from year to year such surplus as the Board of Directors may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 11. Date of Commencement. The Annual Assessments provided for herein shall commence as to all Lots on the date of the first sale of a Lot to an Owner.

Section 12. Certificate as to Status of Payment. Within fifteen (15) days after the date on which a request for an estoppel certificate is received from a Lot Owner or Mortgagee, or his or her designee, the Association shall provide a certificate signed by an officer or authorized agent of the Association stating all assessments and other moneys owed to the Association by the Lot Owner or Mortgagee with respect to the Lot. The Association may charge a fee for the preparation of such certificate, and the amounts of such fee must be stated on the certificate.

Any person other than a Lot Owner who relies upon a certificate receives the benefit and protection thereof.

Section 13. Interest and Late Fees Upon Nonpayment of Assessments. Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per year; provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the laws of the State of Florida. Any delinquent payment shall also be subject to a late fee in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of the amount of each installment that is paid past the due date. Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. The previous sentence applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A Lot Owner is jointly and severally liable with the previous Lot Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Lot Owner may have to recover any amounts paid by the present Owner from the previous Owner. No Owner may waive or otherwise escape liability for the Assessments provided for herein by waiver or suspension of the use or enjoyment of the Common Area or abandonment of the Owner's Lot.

Section 14. Assessment Lien. The Association may not file a claim of lien against a Lot for unpaid Assessments unless a written notice or demand for past due Assessments as well as any other amounts owed to the Association pursuant to its Association Documents has been made by the Association. The written notice or demand must:

(a) Provide the Owner with forty-five (45) days to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand.

(b) Be sent by registered or certified mail; return receipt requested, and by first-class United States Mail to the Lot Owner at his or her last address as reflected in the records of the Association, if the address is within the United States, and to the Lot Owner subject to the demand at the address of the Lot if the Owner's address as reflected in the records of the Association is not the Lot address. If the address reflected in the records is outside the United States, then sending the notice to that address and to the Lot address by first-class United States mail is sufficient.

Section 15. Association Remedies. The Association may bring an action in its name to foreclose a lien for unpaid Assessments secured by a lien in the same manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. Such action may not be brought until forty-five (45) days after the Lot Owner has been provided notice of the Association's intent to foreclose and collect the unpaid amount. The Association may recover any interest, late charges, costs, and reasonable attorney's fees incurred in a lien foreclosure action or in an action to recover a money judgment for the unpaid Assessments. The Association may purchase the Lot at the foreclosure sale and hold, lease, mortgage, or convey the parcel.

If after service of a summons on a complaint to foreclose a lien the Lot is not the subject of a mortgage foreclosure or a notice of tax certificate sale, or the Lot Owner is not a debtor in bankruptcy proceedings, or the trial of or trial docket for the lien foreclosure action is not set to begin within thirty (30) days, the Lot Owner may serve and file with the court a qualifying offer at any time before the entry of a foreclosure judgment. For purposes of this section, the term "qualifying offer" means a written offer to pay all amounts secured by the lien of the Association plus amounts accruing during the pendency of the offer. The Lot Owner may make only one (1) qualifying offer during the pendency of a foreclosure action.

The Lot Owner shall deliver a copy of the filed qualifying offer to the Association's attorney by hand delivery, obtaining a written receipt, or by certified mail, return receipt requested. The Lot Owner's filing of the qualifying offer with the court stays the foreclosure action for the period stated in the qualifying offer, which may not exceed sixty (60) days following the date of service of the qualifying offer and no sooner than thirty (30) days before the date of trial, arbitration, or the beginning of the trial docket, whichever occurs first, to permit the Lot Owner to pay the qualifying offer to the Association plus any amounts accruing during the pendency of the offer. The qualifying offer of the Lot Owner must be in writing, be signed by the Owner of the Lot and the spouse of the Owner if the spouse resides in or otherwise claims a homestead interest in the Lot, be acknowledged by a notary public, state the total amount due the Association, state the total amount due the Association is secured by the lien of the Association, state that the Association is entitled to foreclose the lien and obtain a foreclosure judgment for the total amount due if the Lot Owner breaches the qualifying offer, state that the Lot Owner will not endanger the priority of the lien of the Association or the amounts secured by the lien, and state the actual date or dates the Association will receive the total amount due from the Lot Owner. If the Lot Owner makes a qualifying offer under this section, the Association may not add the cost of any legal fees incurred by the Association within the period of the stay other than costs acquired in defense of a mortgage foreclosure action concerning the Lot, a bankruptcy proceeding in which the Lot Owner is a debtor, or in response to filings by a party other than the Association in the lien foreclosure action of the Association. If the Lot Owner breaches the qualifying offer, the stay shall be vacated and the Association may proceed in its action to obtain a foreclosure judgment against the Lot and the Lot Owners for the amount in the qualifying offer and any amounts accruing after the date of the qualifying offer.

Section 16. Subordination of the Lien to Mortgage. The liability of a first Mortgagee, or its successor or assignee as a subsequent holder of the first Mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the Mortgagee's acquisition of title, shall be the lesser of: (i) The Lot's unpaid common expenses and Annual Assessments or Special Assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) One percent (1%) of the original Mortgage debt. The limitation on first Mortgagee liability provided by this Section shall apply only if the first Mortgagee filed suit against the Lot Owner and initially joined the Association as a defendant in the Mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the Mortgagee. No sale or transfer upon foreclosure shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 17. Initial Assessment for Capital Contribution. At the first closing of a Lot, the Declarant may collect, on behalf of the Association, a one-time contribution to the working capital of the Association. The amount of the contribution shall be as determined by the Declarant from time to time. This contribution shall be considered a Specific Assessment as described in Section 7 of this Article.

Section 18. Trust Funds. The entire amount of all Assessments collected by the Association shall be held by the Association in trust for the Owners of all Lots as their interests may appear, until disbursed as contemplated herein for the purposes for which the Assessments were collected.

Section 19. Special Taxing Districts. In the event that a special taxing district is established to provide any services currently rendered by, or which are the responsibility of the Association, collection of the Assessments shall cease as to any such services provided by said special taxing district, provided, however, the covenants, conditions, restrictions, and easements set forth herein shall continue to bind and run with the land as to all of the Property for services not provided by said special taxing district. If said special taxing district is terminated for any reason, these covenants, conditions, restrictions, and easements, and the collection of Assessments shall thereupon apply in full force and effect as if said special taxing district had never been created.

ARTICLE IX UTILITY CONNECTIONS

All Lots are served by a sanitary sewer system and public water system. No septic tank or well of any kind may be installed on any Lot. All utilities, including, but not limited to, telephone, cable TV, electric, water, sewer, etc., have been or will be installed underground on each Lot. Repairs and maintenance of any utilities serving a particular Lot may affect the Lots of adjacent Owners.

ARTICLE X MAINTENANCE OF COMMUNITY INTEREST

Section 1. Sale of Lots by Declarant Exempt. In order to maintain a community of congenial residents and thus protect the value of the Property, the sale of Lots by any Owner other than the Declarant shall be subject to the provisions, restrictions, and conditions in this Article.

Section 2. Sale of lots by Owners. In the event any Owner wishes to sell the Owner's Lot, the Association shall have the option to purchase the Lot upon the same conditions as are offered by the Owner to a third person. Any attempt to sell said Lot without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser.

Section 3. Notice to Association. If an Owner desires to sell the Owner's Lot, the Owner shall, before accepting any offer to purchase the Lot, deliver to the Board of Directors of

the Association a written notice containing the terms of the offer the Owner has received or which the Owner wishes to accept, the name and address of the person(s) to whom the proposed sale is to be made, and such other personal and financial information (to be requested within ten (10) days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

Section 4. Response by Association. The Board of Directors of the Association within fifteen (15) days after receiving such notice and such supplemental information as is required by the Board of Directors shall either consent to the transaction specified in said notice, or by written notice to be delivered to the Owner (or mailed to the place designated by the Lot Owner in this notice) designate the Association, the Declarant, or the Association may designate one or more Owners, or any other person(s) satisfactory to the Board of Directors or the Association who are willing to purchase the Lot upon the same terms as those specified in the Owner's notice, or the Board of Directors may object to the sale of the prospective purchaser for good cause, which cause need not be set forth in the notice from the Board of Directors to the Owner. However, the Association shall not unreasonably without its consent to the prospective sale. The stated designee of the Board of Directors shall have fifteen (15) days from the date of the notice sent by the Board of Directors within which to make a binding offer to buy upon the same terms and conditions specified in the Owner's notice. Thereupon, the Owner shall either accept such offer or withdraw and/or reject the offer specified in the Owner's notice to the Board of Directors. Failure of the board of Directors to designate such person(s) or failure of such person(s) to make offer within the said fifteen (15) day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the Owner's notice and the Owner shall be free to make or accept the offer specified in the Owner's notice and sell said interest pursuant thereto to the prospective purchaser, within ninety (90) days after the Owner's initial notice to the Board of Directors. A Owner shall not, if the Association fails or refuses to exercise its right of first refusal, sell said Lot to any party other than the party designated in said notice, nor for any lower purchase price, nor on any more favorable terms and conditions, than those originally contained in the required notice presented to the Association, without again giving the right of first refusal to purchase said Lot in the manner above provided.

Section 5. Certificate of Approval. The consent of the Board of Directors of the Association shall be in recordable form, signed by an officer of the Association and shall be delivered to the purchaser. Should the Board of Directors fails to act as herein set forth, and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

Section 6. Exceptions. The foregoing provisions of this Article entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a Mortgagee, which acquires its title as the result of owning a Mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed in lieu of foreclosure from the Owner or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a Mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquired

the title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

ARTICLE XI
Operation, Maintenance and Monitoring of Surface Water Management
System Facilities

Section 1. Surface Water Management. The Surface Water Management System Facilities shall be maintained as follows:

(a) Declarant has identified, or there have been identified pursuant to separate instrument, certain areas for the use on the Common Area as: (a) part of the stormwater management system which serves the Property and the development of and improvement thereof which serve the Property and the development of and improvements thereon. In such regard, Declarant hereby grants to all Owners and the Association a perpetual, non-exclusive easement over, across, under and through the Common Area as may be necessary to ensure: (a) proper drainage on and for the Property; (b) proper maintenance and operation of any and all conservation and/or buffer easement areas contained within the Common Area; and (c) compliance with any and all stormwater management system or conservation or buffer easement requirements imposed upon the Property by DeSoto County, the Southwest Florida Water Management District, or other governmental body having jurisdiction over the Common Area (whether or not imposed pursuant to separate instrument recorded against all or a portion of the Common Area).

(b) The Association shall comply with all governmental regulations including, but not limited to, those of the Southwest Florida Management District. The Association acknowledges and agrees that the Southwest Florida Water Management District has the right to take enforcement measure, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

Section 2. Ownership Responsibility. It shall be the responsibility of each Owner within the Property at the time of construction or renovation of a Companion Casita to comply with the construction plans for the Surface Water Management System Facilities, approved and on file with the Southwest Florida Water Management District.

Section 3. Prohibitions. It is the Owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds in the Common Area. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp.

Section 4. Notification of Permit. Lot Owners are hereby notified that the Property is subject to the requirements of a permit issued by the Southwest Florida Water Management District. In addition, all Owners are required to obtain a Surface Water Management Permit from Southwest Florida Water Management District prior to initiating any construction or alteration of the Surface Water Management System Facilities on the Property.

Section 5. Dissolution of the Association. If the Association ceases to exist, all Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities, unless and until an alternate entity assumes responsibility as required pursuant to the Articles of Incorporation of the Association.

Section 6. Surface Water Management System Facilities. The Surface Water Management System Facilities are located on land that is designated Common Area under the Declaration, are located on land that is owned by the Association, or are located on land that is subject to an easement in favor of the Association and its successors. 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. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit may be conducted without specific written approval from the Southwest Florida Water Management District. The Southwest Florida Water Management District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities. Any amendment of the Declaration affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the Southwest Florida Water Management District.

ARTICLE XII LIABILITY

Neither Declarant, the Association, nor any of their officers, directors, committee members, employees, management agents, contractors, or sub-contractors (collectively the "Listed Parties") shall be liable or responsible for maintaining or assuring the water quality or level in any lake, pond, canal, creek, stream or other water body within the Property, except: (i) as such responsibility may be specifically imposed by, or contracted with, an applicable governmental or quasi-governmental agency or authority or; (ii) to the extent that other expressly applicable sections in this Declaration would otherwise apply, if at all. Further, all Owners and users of any portion of the Property located adjacent to or having a view of any of the aforesaid water bodies shall be deemed, by virtue of their acceptance of the deed to, or use of, such Property, to have agreed to hold harmless the Listed Parties for any and all changes in the quality and level of the water in such bodies.

The Declarant and the Association shall have no liability whatsoever to Owners, guests, tenants, or invitees in connection with the retention and detention lakes and drainage easements or any part of the Surface Water Management System Facilities located on the Property. Each Owner, for itself and its guest, tenants, and invitees, releases Declarant, and the Association from any liability in connection therewith.

All persons are hereby notified that lake banks and slopes within certain areas of the Property may be steep and that depths near shore may drop off sharply. By their acceptance of a deed to, or use of, any Lot within the Property, all Owners or users of the Property shall be

deemed to have agreed to hold harmless the Listed Parties from all liability or damages arising from the design, construction, or topography of any lake banks, slopes or bottoms.

All persons are hereby notified that from time to time alligators, varmints, and other wildlife may inhabit or enter into water bodies and/or wetland conversation areas contained within or adjacent to the Property and may pose a threat to persons, pets and property, but that the Listed Parties are under no duty to protect against, and do not in any manner warrant against, any death, injury or damage caused by such wildlife.

IN WITNESS WHEREOF, this Declaration has been signed by Declarant, the day and year first above set forth.

WITNESSES:

DECLARANT:

THORNTON CREEK, LLC, a Florida
limited liability company

James K. Gardner
1st Witness Signature
Print Name: James K. Gardner

By: [Signature]
William G. Wright, as
Managing Member

Janet R. Dees
2nd Witness Signature
Print Name: JANET R. DEES

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 2nd day of JULY, 2015, by WILLIAM G. WRIGHT, as Managing Member of THORNTON CREEK, LLC, a Florida limited liability company, on behalf of the company, who is personally know to me or who has produced _____ as identification and who did not take an oath.

Wendy R. Unger
Notary Public
My Commission Expires: 04-13-18

