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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

VERONA AT RENAISSANCE

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This instrument prepared by:
Keith W. Brickleyer, Esq.
Brickleyer Law Group, P.L.
400 North Ashley Drive, Suite 1100
Tampa, Florida 33602

Space above for recorder's use only

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
VERONA AT RENAISSANCE**

This DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration"), made and entered into this 8th day of May, 2014 by MINTO COMMUNITIES, LLC, a Florida limited liability company, hereinafter referred to as "Declarant," 10150 Highland Manor Drive, Suite 200, Tampa, Florida 33610.

WHEREAS, Declarant is the owner of certain real property in the County of Hillsborough, State of Florida, which is known as VERONA AT RENAISSANCE (hereinafter collectively the "Subdivision"), and which is more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Declarant desires to develop the real property described above by creating thereon a residential community of attached villas and Common Areas as hereinafter defined to include conservation areas and other common facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in the Subdivision and for the maintenance of Common Areas, and, to this end, desires to subject the Subdivision to the covenants, restrictions, easements, and conditions hereinafter set forth, each and all of which are for the benefit of such real property as hereinafter defined, and each subsequent owner of any part thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the common facilities and areas, and administering and enforcing the covenants and restrictions contained in this Declaration, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Declarant has or will incorporate under the laws of the State of Florida, as a non-profit corporation, VERONA AT RENAISSANCE HOMEOWNERS' ASSOCIATION, INC., the purpose of which will be to exercise the aforesaid functions.

NOW, THEREFORE, Declarant hereby declares that the Subdivision shall be held, sold and conveyed subject to the following covenants, restrictions, easements and conditions, which

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are for the purpose of protecting the value and desirability of, and which shall run with the Subdivision and be binding on all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. “**Association**” shall mean and refer to VERONA AT RENAISSANCE HOMEOWNERS’ ASSOCIATION, INC., a Florida corporation not-for-profit, which is (or is to be) incorporated, its successors and assigns.

Section 2. “**Articles**” shall mean and refer to the articles of incorporation of “VERONA AT RENAISSANCE HOMEOWNERS’ ASSOCIATION, INC.” a Florida corporation not-for-profit, filed with the Secretary of State of the State of Florida, as the same may be amended or restated from time to time. A copy of the initial Articles of Incorporation is attached to this Declaration as **Exhibit “B”** and made a part hereof.

Section 3. “**Assessment**” shall mean and refer to any annual assessment, special assessment, fine or penalty authorized to be imposed upon any Member pursuant to the provisions of this Declaration.

Section 4. “**Attached Unit**” shall mean and refer to a villa dwelling that is attached to and shares common walls, roofs and other components with another villa dwelling.

Section 5. “**Board of Directors**” or “**Board**” shall mean and refer to the body responsible for the general governance and administration of the Association, selected as provided by the Articles and By-Laws.

Section 6. “**By-Laws**” shall mean and refer to the by-laws of VERONA AT RENAISSANCE HOMEOWNERS’ ASSOCIATION, INC., a Florida corporation not-for-profit, as the same may be amended or restated from time to time. A copy of the initial By-Laws is attached to this Declaration as **Exhibit “C”** and made a part hereof.

Section 7. “**Class ‘B’ Control Period**” shall mean the time period during which the Class “B” member may appoint a majority of the Board of Directors of the Association pursuant to the terms of, and which shall end as and when provided in, Article IV of this Declaration.

Section 8. “**Cluster Building**” shall mean and refer to the structure comprised of a pair of villa dwellings that are attached to each other and share common walls, roof, and other components.

Section 9. “**Common Expenses**” shall mean and refer to the actual and estimated expenditures, including reasonable reserves for maintenance, operation, or other services required or authorized to be performed by the Association with respect to Common Property, open space, or public areas, all as may be found to be reasonably necessary by the Association pursuant to the Declaration, the Bylaws, and the Articles of Incorporation of the Association.

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Section 10. “**Common Property**” or “**Common Areas**” shall mean and refer to all real and personal property in the Subdivision from time to time intended to be used, owned, operated, and maintained by the Association, and devoted to the use and enjoyment of all members of the Association, all at Common Expense. Common Areas shall include, but not be limited to, the Common Areas within the Subdivision as shown on the Plat, all easement areas the benefits of which are held by the Association pursuant to this Declaration, and the Surface Water and Storm Water Management System.

Section 11. “**Conservation Area**” shall mean and refer to those areas in the Subdivision identified as “Conservation,” “Wetland Conservation Area,” or “Conservation Easement,” as depicted on the Plat, if any.

Section 12. “**County**” shall mean and refer to Hillsborough County, Florida, as governed through its Board of County Commissioners. To the extent that any portion or all of the Subdivision shall be annexed into a municipality, the term “County” as applied to lands within said annexing municipality shall refer to the annexing municipality.

Section 13. “**Declarant**” and “**Developer**” shall mean and refer to MINTO COMMUNITIES, LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Declarant/Developer hereunder are specifically assigned. If such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, Declarant/Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Subdivision. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 14. “**Declaration**” shall mean and refer to this instrument, as amended from time to time.

Section 15. “**Detached Unit**” shall mean and refer to a free-standing dwelling Unit not attached to another dwelling Unit.

Section 16. “**FHA**” shall mean and refer to the Federal Housing Administration, an agency of the government of the United States of America.

Section 17. “**Groundwater**” shall mean and refer to all groundwater and other subsurface water of any and every type, kind, category or nature whatsoever, separately, mixed or combined with any other substance, found beneath the surface of the earth (whether referred to or categorized as ground water, underground water, reclaimed water, percolating ground water, moisture in soils or other substances, underflow of streams or underground streams), together with all rights, privileges and interest pertaining thereto, including without limitation all rights and benefits accruing from historical production, use and usage, and any and all permits, licenses or other governmental approvals that now or hereafter pertain or accrue to such Groundwater ownership, production and use.

Section 18. “**Institutional Mortgagee**” shall mean a bank, life insurance company, savings and loan association, credit union, real estate investment trust, the Federal National

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Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC), or any such entity that has a first mortgage on a Unit.

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Section 19. "Limited Common Property" or "Limited Common Areas" shall mean and refer to all real and personal property from time to time intended to be owned, operated and maintained by the Association, and devoted exclusively for the use and enjoyment of a Unit as shown on the Plat or as designated by the Board.

Section 20. "Lot" shall mean and refer to any numbered dwelling Unit site or plot of land within the Subdivision shown on the recorded Plat, with the exception of the Common Areas. The word Lot shall include both the platted site or plot of land, and the Unit located thereon when same has been constructed.

Section 21. "Master Association" shall mean the Sun City Center Community Association, Inc. as described in Article XVI of this Declaration.

Section 22. "Member" shall mean and refer to a member of the Association, that is, an Owner of a Lot which is subject to this Declaration.

Section 23. "Minerals and Resources" shall mean and refer to all subsurface rights and interests underlying the Subdivision, or any portion thereof, including but not limited to, any hydrocarbons of whatever name or type, all metals and any and all other minerals, gases and substances of whatever name or type, geothermal energy and geothermal substances and rights, all aluminum, asphalt, barite, basalt, beryllium, bismuth, bentonite, clays, brines, bromine, caliche, celestite, cement, clay, coal, copper, diatomite, dolomite, evaporates, feldspar, fluorspar, gas, gemstones, gold, gravel, greensand, gypsum, helium, hydrogen, iron, lead, lime, limestone, lignite, magnesite, magnesium, manganese, mercury, mica, mineral water, molybdenum, natural gas, nitrates, novaculite, oil, oyster, peat, perlite, petroleum, phosphate, potash, polyhalite, pumicite, salt, shell, silver, sulfur, talc, tin, titanium, topaz, tripoli, turquoise, uranium, vermiculite, zeolites and zinc that now or in the future that are located in whole or in part, in, on, and under, and/or that may be produced from, the Subdivision, together with all ores thereof and other products or materials produced therefrom or in association therewith.

Section 24. "Minerals, Resources and Groundwater" shall mean and refer to Minerals and Resources and Groundwater collectively.

Section 25. "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 a part of the Subdivision, but excluding those having such interest merely as a security for the performance of an obligation.

Section 26. "Plat" shall mean and refer to the plat of Verona at Renaissance entitled Sun City Center Unit 274-275, as recorded in Plat Book 123, Page 82, Public Records of Hillsborough County, Florida, and the plat of any additional property brought within the scheme of this Declaration as provided for in Article II below.

Section 27. "Subdivision" shall mean and refer to that real property described in **Exhibit "A"**, attached hereto and incorporated herein and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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Section 28. “Surface Water and Stormwater Management System” shall mean and refer to a drainage system consisting of swales, inlets, culverts, retention ponds, detention ponds, lakes, outfalls, storm drains and other similar and/or related improvements, and all connecting pipes and easements, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect quantity and quality of discharges from the system, as permitted pursuant to the Environmental Resource Permit or other permits issued by the Southwest Florida Water Management District (the “**District**”). The Surface Water and Stormwater Management System facilities include, but are not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas, to the extent that any such facilities, areas, or conditions apply to the Subdivision.

Section 29. “Unit” shall mean and refer to the individual residence constructed on a Lot.

Section 30. “VA” shall mean and refer to the Veterans' Administration, an agency of the government of the United States of America.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Property Subject to this Declaration. The property described in **Exhibit “A”** is and shall be improved, transferred and occupied subject to this Declaration.

Section 2. Additional Property. Declarant shall have the right, in Declarant's sole and absolute discretion, but not the obligation, to bring within the scheme of this Declaration, as additional property, additional lands within the vicinity of the property subject to this Declaration, at any time within ten (10) years from the date this Declaration is recorded, without the consent of the members of the Association or any mortgagee or other lienholder on any lot, provided that the Federal Housing Administration and Veterans Administration consent to such annexation, if required. Notwithstanding the foregoing, in no event shall any additional property be subject to this Declaration until such property is specifically incorporated into the scheme of this development as provided in Section 3 below. In the event additional phases of the development may become Common Property, said Common Property will, at that time, be owned and maintained by the Association. The Association, however, shall have no obligation to maintain any property until such time as said property has been properly dedicated to the Association.

Section 3. Method of Annexation. Additions authorized under this Article shall be made by recording a supplemental Declaration, extending the scheme of this Declaration, which shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to the scheme of this Declaration and extending the jurisdiction of the Association to the additional property. Said supplemental Declaration may contain such terms and provisions not inconsistent with this Declaration, as may be desirable to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches being implemented. Upon the recording of any

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supplemental Declaration, the owners of the newly added property shall also have the right and non-exclusive easement to the use and enjoyment in and to the Common Areas, if any, and an obligation to contribute to the cost of operating, maintaining and insuring the additional Common Areas. Any supplemental Declaration recorded in accordance with the terms hereof shall be conclusively in favor of all persons who rely thereon in good faith. From and after recording of any supplemental Declaration, the additional property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

**ARTICLE III
PROPERTY RIGHTS**

Section 1. Owners' Easements and Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to charge reasonable admission and other fees for the use of any recreational or stormwater management facility situated upon the Common Areas;

b. the right of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas in accordance with the restrictions on the recorded Plat and this Declaration;

c. if and as permitted by applicable Florida law, the right of the Association to suspend the voting rights and right to use of any recreational facility by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations or this Declaration;

d. the right of the Association to dedicate or transfer, subject to this Declaration, all or any part of the Common Areas to any public agency, authority or utility for such purposes, and subject to such conditions, as may be agreed to by the Board; and

e. the right of the Association to adopt at any time and from time to time and to enforce Rules and Regulations, including the right to fine members as hereinafter provided. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, Owner's right of enjoyment to the Common Areas and facilities to the members of Owner's family, Owner's authorized tenants, guests or contract purchasers who reside in Owner's Unit.

Section 3. Construction and Sales. There is hereby reserved to the Declarant, its designees, and such of its successors and assigns who have been expressly assigned the rights set forth in this section, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots, easements over the Common Areas for construction, utility lines, display, maintenance and exhibit purposes in connection with the erection of improvements and sale of Lots within the Subdivision; provided, however, that such use shall

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terminate upon the sale of all Lots; provided further, that no such use by the Declarant and others shall otherwise restrict the Owners in the reasonable use and enjoyment of the Common Areas.

Section 4. Utility Easements. Use of the Common Areas, excluding any Conservation Area, for utilities, as well as use of other utility easements within the Subdivision as shown on the Plat, shall be in accordance with the applicable provisions of this Declaration. The Declarant and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Areas (excluding any Conservation Area) and the Lots for the installation and maintenance of community and/or cable television and security and other communication lines, equipment and materials and other similar underground television, radio and security cables (and all future technological advances not now known) for service to the Lots and other portions of the Subdivision. Nothing contained herein shall obligate Declarant to provide said services hereunder.

Section 5. Drainage Easement. Easements are reserved over each Lot and the Common Areas in favor of each other Lot and the Common Areas, including all portions of the Surface Water and Storm Water Management System, in order to permit surface and storm water drainage and run-off from one Lot (and its improvements) to another Lot or Lots or to the Common Areas or from the Common Areas to any Lot or Lots or from portions of the Common Areas to other portions of the Common Areas. Without limiting the generality of the foregoing, the Declarant and the Association shall have a perpetual, non-exclusive easement over all portions of the Surface Water and Storm Water Management System for access to operate, maintain, repair, or replace such system. By this easement, the Declarant and the Association shall have the right to enter upon any portion of any Lot which is a part of or adjacent to the Surface Water and Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain, repair, or replace the system as the County or any governmental agency or quasi-governmental body requires or permits. Additionally, the Declarant and the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water and Storm Water Management System, and the owner of the pumps, pipes, and other apparatus comprising the system shall have an easement of access and maintenance as necessary for the operation, maintenance, repair, and replacement of such equipment. Prior to the end of the Class 'B' Control Period, no person other than Declarant shall alter the drainage flow of or over the Surface Water and Storm Water Management System, including, without limitation, buffer areas or swales, without the Association's and District's prior written approval.

Section 6. Ingress, Egress Easement. Easements are reserved over the Common Areas in favor of each Lot and Lot Owner, their respective tenants, invitees, and agents for the purpose of ingress and egress to any Lot, and any encumbrance of the Common Areas shall be subject the foregoing easement rights. Declarant is obligated to construct any and all common driveways necessary to provide reasonable access to all Lots.

Section 7. Ownership and Use of Common Areas and Limited Common Areas.

a. The Common Areas and Limited Common Areas are hereby dedicated to the Association, and except for the Limited Common Areas, to the non-exclusive joint and several uses, in common, of the Declarant and the Owners of all Lots that may from time to time constitute part of the Subdivision and the Declarant's and such Owners' tenants, guests and invitees. Limited Common Areas are reserved for the exclusive use of the Unit to which they are

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appurtenant. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas and Limited Common Areas, except to the extent Unit Owners are responsible for maintaining their respective Limited Common areas as provided herein.

b. Declarant, Owners and the Association acknowledge and agree that County shall not be obligated to assume responsibility for the maintenance, operation, repair and replacement of any Common Area or Limited Common Area or any improvements located thereon. In the event of the termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System and wetlands must be transferred to and accepted by an entity which would comply with Section 40D, F.A.C., and be approved by the Southwest Florida Water Management District prior to such termination, dissolution, or liquidation. In the event that no other entity exists to receive such transfer, the obligations of the Association shall be deemed assumed by the Owners, and all such Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water and Storm Water Management System and wetlands in accordance with the requirements of the permits.

c. It is intended that all real estate taxes assessed against the Common Areas and Limited Common Areas shall be proportionally assessed against and payable as part of the taxes of the applicable Lots within the Subdivision. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas or Limited Common Areas, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be prorated between Declarant and the Association as of the date of such recordation.

d. Declarant and its affiliates shall have the right from time to time to enter upon the Common Areas and Limited Common Areas, excluding any Conservation Area, and other portions of the Subdivision, excluding any Conservation Area, for the purpose of construction, reconstruction, repair, replacement and/or alteration of any improvements or facilities on the Common Areas, Limited Common Areas and other portions of the Subdivision, excluding any Conservation Area, for sales, displays and signs or for any other purpose during the period of construction and sale of any portion of the Subdivision. Without limiting the generality of the foregoing, the Declarant and its affiliates shall have the specific right to maintain upon any portion of the Subdivision sales, administrative, construction and/or offices without charge, and appropriate easements of access and use are expressly reserved unto the Declarant and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Declarant shall not be liable for delays in such completion to the extent resulting from the above-referenced activities. Any property owned by Declarant that is intended to be made Common Area shall be maintained by Declarant until such time as it is dedicated to the Association.

Section 8. Maintenance of Common Areas. No Lot Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Limited Common Areas or abandonment of the right to use the Common Areas or Limited Common Areas.

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Section 9. Declarant's Easement. Notwithstanding the easement granted to the Association, Declarant hereby reserves to itself, its successors and assigns, and such other persons as Declarant may from time to time designate in writing, a perpetual, privilege and right in and to, over, under, on, and across the Common Areas and Limited Common Areas for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access and use does not unnecessarily interfere with the reasonable use and enjoyment of these properties and the facilities by the Association and owners. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any of the properties owned by Declarant. The easements granted by Declarant shall not structurally weaken any improvement or unreasonably interfere with the enjoyment of the properties. Declarant reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of security and television cables and wire within the rights of way, Common Areas, Limited Common Areas and easement areas referred to hereinabove.

Section 10. Service Easement. Declarant hereby grants to the delivery, pick up, and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, and other utilities authorized by Declarant, its successors or assigns to service the properties, and to such other persons as Declarant from time to time may designate, the non-exclusive, perpetual right of ingress and egress, over and across the Common Areas for the purpose of performing their authorized services and investigations.

Section 11. Right of Entry. The Association shall have the right but not the obligation, to enter onto any Lot or dwelling in case of an emergency, or to perform functions related to safety or security, which right may be exercised by the Association's officers, agents, employees, managers, and all County or municipal policeman, fireman, and ambulance personnel, and, similar emergency personnel in the performance of their respective duties. Except in emergency situations, entry shall only be during reasonable hours, and after notice to the owner. This right of entry shall include the right of Association to enter to cure any condition which may increase the possibility of a fire or other hazard in the event an owner refuses to cure the condition upon request by the Association.

Section 12. Easement for Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and Unit, and such portion or portions of the Common Property adjacent thereto, or as between adjacent Lots and/or properties, due to unintentional placement or setting, or shifting of the improvements constructed, reconstructed, or altered thereon, including, but not limited to, party walls (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along the line perpendicular of such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurs due to the willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 13. Easement for Overhangs. There shall be an easement over Common Areas for eaves, soffits, balconies, porches, patios and equipment pads to a distance of five (5) feet beyond the Lot lines.

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ARTICLE IV
ASSOCIATION FUNCTION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Function of the Association. The Association is the entity responsible for management, maintenance, operation, and control of such of the Common Areas as are not maintained by the Master Association. The Association also has primary responsibility for administering and enforcing the Association documents, rules and regulations. The Association shall perform its functions in accordance with the Association documents and Florida law. The Board shall be responsible for management of the Association and may contract with a property manager for such purpose. The Board is appointed or elected as provided in the By-Laws.

Section 2. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in this Declaration, the Articles and By-Laws, and shall automatically pass to the successor in interest of any Owner upon conveyance of such Owner's interest in the Lot.

Section 3. Voting Rights. The Association shall have two classes of voting membership, Class "A" and Class "B," described as follows:

a. Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine and in accordance with the Association's By-Laws, but in no event shall more than one vote be cast with respect to any Lot.

b. Class B. The sole Class B member shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the date of any of the following events, whichever occurs first:

- (1) Ninety (90) days after ninety percent (90%) of the Lots in the Subdivision that will ultimately be operated by the Association have been conveyed to Members other than Declarant;
- (2) Ten (10) years after the date of recording of this Declaration; or
- (3) The date on which Declarant elects, in its sole discretion, to terminate the Class B Membership.

Notwithstanding the foregoing, however, Declarant shall be entitled to elect at least one member of the Board of Directors for as long as the Declarant holds for sale in the ordinary course of business at least 5 percent of the Lots in the Subdivision.

ARTICLE V
ASSOCIATION POWERS AND RESPONSIBILITIES

Section 1. Acceptance and Control of Common Areas.

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a. The Association may acquire, hold, mortgage or otherwise encumber, lease (as landlord or tenant), operate and dispose of tangible and intangible personal property and real property, subject to the provisions of this Declaration, the Articles and By-Laws. The Association may enter into leases, licenses, or operating agreements, for payment or no payment, as the Board deems appropriate, permitting use of portions of the Common Areas by others. Further Declarant may before or after the conclusion of the Class 'B' Control Period, transfer any governmental permits or approvals pertaining to the Subdivision to the Association and the Association shall accept such assignment.

b. Declarant or its designees may, from time to time, transfer to the Association, and the Association shall accept, personal property and/or fee simple title or other property interests in any improved or unimproved real property.

c. The Association is responsible for the management, operation and control of the Common Areas, subject to any covenants, easements or restrictions set forth in any deed or other instrument transferring or vesting the Common Areas in the Association. The Board may, from time to time, adopt reasonable rules and regulations regarding the use of the Common Areas as it deems appropriate, provided that such rules and regulations shall require the prior written consent of Declarant prior to the conclusion of the Class 'B' Control Period.

d. Declarant may elect to construct or install certain improvements or facilities upon portions of the Common Areas, but is not obligated to do so. Declarant shall have the absolute right and power to determine which facilities and improvements, if any, will be located on the Common Areas prior to the conclusion of the Class 'B' Control Period.

Section 2. Maintenance of the Common Areas.

a. Association Maintenance. The Association shall maintain all of the Common Areas of the Subdivision not maintained by the Master Association. Any mitigated wetlands maintenance and monitoring or other similar activity within the Wetland Conservation Area (or other wetland areas) of the Subdivision shall be the responsibility of the Association. Unless otherwise provided in this Declaration, or any applicable amendment to this Declaration, the costs associated with repair, maintenance and replacement of the Common Areas shall be a Common Expense.

b. Lots on the Water. Where a Lot abuts any body of water, the Owner of such Lot shall be responsible for maintaining all grass areas lying between the water's edge and the boundary of such Lot. No amendment to this paragraph shall be effective without the express prior written consent of Developer.

Section 3. Insurance on the Common Areas. The Association shall keep all improvements, facilities, personal property and fixtures located within the Common Areas insured against loss by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters) and may obtain insurance against such other hazards and casualties as the Association may deem desirable.

a. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect any and all of the following types of insurance, as deemed

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necessary or desirable in the Board's judgment, and as may be available on commercially reasonable terms:

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- (1) blanket property insurance covering all insurable improvements to the Common Areas, to the extent that the Association has the obligation to repair or restore them in the event of a casualty loss;
- (2) commercial general liability insurance on the Common Areas insuring against liability for bodily injury, death, and property damage arising from the activities of the Association or with regard to the Common Areas;
- (3) directors and officers liability coverage;
- (4) commercial crime insurance, including fidelity insurance covering all persons responsible for handling Association funds in an amount at least equal to three months of general assessments, plus all reserve funds;
- (5) to the extent any insurance improvements to the Common Areas are within an "A" flood zone, flood insurance in an amount equal to the lesser of one hundred percent (100%) of the replacement cost of all insurable improvements within the Common Areas (if any) or the maximum amount of coverage available under the National Flood Insurance Program; and
- (6) such other or additional insurance as the Board determines is advisable.

b. The Association shall arrange for annual review of the sufficiency of its insurance coverage by one or more qualified persons. All Association policies shall provide for a certificate of insurance to be furnished to the Association and upon request to each Member insured. The policies shall contain a reasonable deductible. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees or tenant, then the Board may assess the full amount of such deductible against such Owners and their Lots as a special assessment.

c. In the event of damage to or destruction of Common Areas or other property for which the Association maintains insurance coverage, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

d. As to each policy of insurance maintained by the Association which shall not be voided or impaired thereby, the Association hereby waives and releases all claims against

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the Board, the Members, Declarant, and the directors, officers and employees of the Association with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by any such persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Relationships with Other Entities. The Association may enter into contractual agreements or covenants to share costs with the Master Association or any other neighboring property owners' association, utility providers, independent special districts, or other similar tax exempt, non-profit organizations for the purpose of sharing or apportioning costs, granting exclusive or non-exclusive easements over, under, across and through the Common Areas to or in favor of such entities.

Section 5. Responsibilities Under Governmental Permits. Declarant shall have the absolute and unconditional right, in its sole discretion, to assign, delegate, or otherwise transfer to the Association any of its continuing obligations and/or responsibilities under governmental permits and approvals with respect to the Subdivision, including without limitation, its continuing obligations with respect to the Surface Water and Storm Water Management System. The Association shall accept and assume such obligations and responsibilities without consideration or condition. Such assignment, delegation or transfer and assumptions shall be effective without the consent of, or any further action by the Association, but upon Declarant's request, the Association promptly executes any documents which Declarant requests to evidence the assignment, delegation, or transfer and assumption of such obligations and/or responsibilities. The Association shall comply in all respects with the terms of, and shall not undertake any activity inconsistent with such permits and approvals. The Association shall indemnify, defend and hold Declarant harmless from any claims or losses arising out of the violation or failure to comply with any permits or approvals with respect to the operation, maintenance or use of any improvement or facility authorized by the permit, provided such claim or loss first occurs after the effective date of the assignment, delegation, or transfer.

Section 6. Surface Water and Storm Water Management System.

a. Maintenance, Operation, and Monitoring. The Association shall maintain, as part of the Common Areas, the Surface Water and Storm Water Management System and shall comply with conditions of any permits issued by the Southwest Florida Water Management District, the United States Army Corps of Engineers ("Corps of Engineers"), the County, or the State of Florida for the Surface Water and Storm Water Management System and wetlands within the Subdivision. The Association may, at its election, apply for the issuance of, or accept assignment of, all Southwest Florida Water Management District, Corps of Engineers, County, and State of Florida permits for the Subdivision (as the Subdivision may be expanded by the annexation of additional phases as herein contemplated) and may be designated as the "permittee" thereof. The conditions of the permits may include monitoring and record keeping schedules, and maintenance. The following additional conditions shall apply:

- (1) The permittee of any such Southwest Florida Water Management District permit ("Permittee") shall hold and save the Southwest Florida Water Management District, Corps of Engineers, County, and State of Florida harmless from any and all damages, claims, or

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liabilities which may arise by reason of the operation maintenance, or use of any improvement or facility authorized by the permits.

- (2) The Permittee shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permits, as required by the Southwest Florida Water Management District, Corps of Engineers, County, and the State of Florida. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permits and when required by the Southwest Florida Water Management District, Corps of Engineers, County, and State of Florida rules.
- (3) The Permittee, the Association, and the Declarant specifically agree to allow authorized Southwest Florida Water Management District, Corps of Engineers, County, and State of Florida personnel, upon representation of credentials or other documents as may be required by law, access to the Common Areas where the permitted activity is located or conducted at all reasonable times for the purposes of inspection and testing to determine compliance with the permits and Southwest Florida Water Management District, Corps of Engineers, County, and the State of Florida regulations, such as:
 - i. having access to and copying any records that must be kept under the conditions of the permits; and
 - ii. inspecting the facilities, equipment, practices, or operations regulated or required under the permits; and
 - iii. sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permits or Southwest Florida Water Management District, Corps of Engineers, County, and State of Florida rules; and
 - iv. gathering data and information.

For purposes of the foregoing, the determination of a “reasonable time” may depend on the nature of the concern being investigated.

- (4) Establishment and survival of littoral areas, if any, provided for storm water quality treatment in wet detention systems shall be assured by proper and continuing maintenance procedures designed to promote viable wetlands plant growth of natural diversity and character. Following as-built approval, perpetual maintenance shall be provided for the permitted system.

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- (5) The Permittee shall submit inspection reports in the form required by the Southwest Florida Water Management District, Corps of Engineers, County, and State of Florida, in accordance with the schedule specified in permit conditions.
- (6) It shall be the responsibility of each Owner at the time of construction of a building, residence, or other structure on such Owner's Lot, to comply with the construction plans for the Surface Water and Storm Water Management System pursuant to Chapter 40D, F.A.C., approved and on file with the Southwest Florida Water Management District.
- (7) It is the Owner's responsibility not to remove native vegetation, including cattails) that become established within the wet detention ponds abutting their Lot. Removal includes dredging, the application of herbicide, the introduction of carp grass and cutting. If the Subdivision includes a wetland mitigation area or wet detention pond, no vegetation in such area shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the Southwest Florida Water Management District and the Corps of Engineers. Owners should address any question regarding authorized activities within any wet detention pond to the Southwest Florida Water Management District, and the Corps of Engineers.
- (8) No Owner may construct or maintain any building, residence, or structure or undertake or perform any activity in the wetland(s), wetland mitigation area(s), buffer area(s), upland conservation area(s), and drainage easement(s) described in approved permits and recorded Plats, unless prior approval is received from both the Southwest Florida Water Management District Regulation Department pursuant to Chapter 40D, F.A.C., and from the County. If such activities are subject to Corps of Engineers or State of Florida permits, approval of those agencies shall also be obtained before any such activity is commenced.
- (9) Neither the Permittee, the Association, the Declarant, nor any Owner shall engage in any construction related activities within any part of the Surface Water and Storm Water Management System or wetlands unless such activities have been approved in writing by the Southwest Florida Water Management System, or are specifically authorized by the conditions of the applicable permits. Without limitation, the following activities are deemed construction related and are prohibited unless authorized in accordance with this subsection: 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 and Storm Water Management System or wetland

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facilities. If such activities are subject to the Corps of Engineers, County, or State of Florida permits, approval of those agencies shall also be obtained before any such activity is commenced.

- (10) The Association, through its Board, shall be responsible for enforcing the provisions of this Declaration; however, in addition to enforcement by the Association, Declarant hereby reserves unto itself and grants to the City and the Southwest Florida Water Management District, the non-exclusive right, but not the obligation, to enforce the provisions of this Declaration concerning compliance with the Surface Water and Storm Water Management System and wetland permits, all applicable federal, state, and local laws, ordinances, and regulations, and all applicable rules and regulations of the Association against any person or entity in violation including the Owners, the Association, builders, Affiliates of Declarant, and Declarant by the exercise of any remedies available at law or in equity, or otherwise provided in this Declaration for the protection and benefit of the Association its Members, and the Subdivision.

b. Effect of Dissolution. In the event of the termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System and wetlands must be transferred to and accepted by an entity which would comply with Section 40D, F.A.C., and be approved by the Southwest Florida Water Management District prior to such termination, dissolution, or liquidation. In the event that no other entity exists to receive such transfer, the obligations of the Association shall be deemed assumed by the Owners, and all such Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water and Storm Water Management System and wetlands in accordance with the requirements of the permits.

c. Shared Facilities. Certain provisions of the Surface Water and Storm Water Management System may serve the drainage needs of adjacent lands not owned by Declarant and not within the Subdivision. Declarant reserves the right to grant such drainage and/or use such easements and rights as Declarant may deem necessary or appropriate for accomplishing the drainage needs of the Subdivision and/or lands owned by others provided that such agreements shall not unreasonably interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the system for the Association.

**ARTICLE VI
COVENANT FOR ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association initial or capital contribution fees, annual assessments or charges, Cluster Building assessments, and special assessments for capital improvements and to comply with these covenants and restrictions wherein costs suffered by the Association to correct violations which may be assessed against particular Owners and Lots and

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payment of certain enforcement penalties as provided for in Article XIII, such assessments to be established and collected as hereinafter provided. The annual assessments, special assessments and all other assessments authorized pursuant to this Declaration, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or persons who were the Owners of such property at the time when the assessment fell due. Except as may otherwise be provided by law, the personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the Public Records of the County.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Association; for promoting the health, safety, welfare of the residents, and the general aesthetics of the Subdivision; for the improvement and maintenance of the Common Areas, including for the conservation and maintenance of any Conservation Area; for the payment of operating expenses of the Association; for the payment of taxes and insurance on the Common Areas; for certain Lot maintenance as provided for in Article VII; for compliance with and enforcement of other covenants or restrictions as provided for in this Declaration; for capital improvements; for reserves (if any) for landscaping, irrigation, painting of Buildings, repair and replacement of paving and sidewalks and roofs on Cluster Buildings, and for any other thing necessary or desirable, including but not limited to the cost associated with obtaining basic cable television services and utilities through a master meter for the Subdivision in the judgment of the Association; to keep the Subdivision secure, clean, neat and attractive and to preserve or enhance the value of the Subdivision; and to eliminate fire, health or safety hazards; and for any other thing which in the judgment of the Association may be of general benefit to its members.

Section 3. Annual Assessments. The Board of Directors of the Association shall create annual Budgets and establish annual assessments for all Units. The proportional amount of assessments for each Detached Unit shall be $1/110^{\text{th}}$ of the expenses payable by all Detached Units, and the proportional amount of assessments for each Attached Unit shall be $1/134^{\text{th}}$ of the expenses payable by all Attached Units.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments 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 upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds ($2/3$) of the votes of the Board.

Section 5. Rate of Assessment; Declarant Exemption. Annual assessments, special assessments and other applicable assessments for capital improvements must be affixed at a rate based on the number of Lots without completed Units and the number of Lots with completed Units being assessed and based on the number of Attached Units and the number of Detached Units. Assessments may be collected in advance on a monthly, quarterly, semi-annual or annual basis. Declarant shall not be obligated to pay any assessment for any Lot which it may own during any period of time that Declarant shall be responsible for paying the difference between the Association's operating expenses and the sum of the revenues of the Association from all

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sources (the “**Deficit**”). The term “all sources” used in the previous sentence includes, but is not limited to, interest earned on Association deposits, revenues from the operation of the Common Areas, and the assessments levied against Owners other than the Declarant. The Deficit shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures unless otherwise determined by the Board. Declarant hereby agrees to pay the Deficit until the earlier of the date it gives written notice to the Association terminating its obligation to pay the Deficit or the date the Class B membership is terminated. Upon the termination of the Declarant’s obligation to pay the Deficit, the class of assessments for Lots without completed Units shall pay 1/244th of the expenses for the following expense categories:

- Management Services
- Administrative
- Lawn, Landscape, Irrigation,
mulch for Lots Only
- Insurance
 - Liability, Crime, Umbrella, D&O
- Tax Preparation and Financial Review
- Corporate Filing Fee.

Section 6. Cluster Building Assessments. The Association may levy and collect Cluster Building Assessments to pay for the repair, maintenance or replacement of Cluster Buildings or the Limited Common Property against the Owners of Units within a Cluster Building. The assessments include, but are not limited to, all costs incurred in maintaining the exterior, painting, replacement and repair of roofs or the repair of damage to the Cluster Building not covered by a policy of insurance.

Section 7. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all Lots upon recording of this Declaration. If a separate class of assessments is established for Lots with Units and Lots without Units as described in Section 5 above, the annual assessment for Lots with completed Units shall commence in the month following the issuance of the Certificate of Occupancy for the Unit. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall adopt the Budget and fix the amount of the annual assessments at least thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Board of Directors. The Association shall, upon demand for and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or installment thereof or any fees or penalties imposed pursuant to Article XIII hereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. In addition, the Owner responsible for the payment of the delinquent assessment shall pay a late fee in the amount established from time to time by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive

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or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

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Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage to an institutional lender (i.e., a bank, insurance company, or savings and loan association), or Federal Housing Administration or Veterans Administration insured, guaranteed, or owned mortgage. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer except as allowed by Section 720.3085(2)(c), as amended from time to time. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon. No mortgagee shall be required to collect Assessments.

Section 10. Exempt Property. Property subject to this Declaration dedicated to, and accepted by, a governmental entity or the Association shall be exempt from the assessments created herein; provided, however, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Reserve Funds. The portion of any annual assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments for capital improvements, shall be held in trust by the Association for the Owners of all Lots, as their interests may appear, and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States.

Section 12. Start-up Assessment. In addition to annual and special assessments, each new Owner of a Unit commencing with the first Owner acquiring title from Declarant, shall pay the Association at the closing a start-up assessment in the amount of \$350.00. The start-up assessment may be used by the Association to establish the new account and for any purpose not expressly prohibited by this Declaration or Florida law.

ARTICLE VII MAINTENANCE RESPONSIBILITIES

Section 1. Responsibilities. Responsibility for the maintenance, repair and replacement of the Lots and Common Areas is as follows:

a. **Common Areas.** The Association shall maintain, repair and replace, as part of the Common Expenses, all of the Common Areas as defined herein, except for (a) landscaping items planted by a Unit Owner within that portion of the Limited Common Areas surrounding a Unit as described herein and (b) matters otherwise concerning the Limited Common Areas as specifically provided in this Declaration to be the responsibility of the Unit Owner.

b. **Limited Common Areas.** Those areas reserved for the use of certain Unit Owners or a certain Unit Owner, to the exclusion of other Unit Owners, are designated as Limited Common Areas, and are defined and located on the surveys recorded in the Plat as defined in this Declaration. For purposes of clarity, the five foot Limited Common Area surrounding the exterior of the Unit, as generally depicted on the Plat, shall be measured from

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the terminus of the concrete foundation of the Unit as originally constructed. In addition, any and all drywall which serves to define the vertical and upper horizontal boundaries of the Unit and is not located within the physical boundaries of the Unit shall be a Limited Common Area for such Unit, and shall be maintained by the Unit Owner. Any expense for the maintenance, repair or replacement relating to Limited Common Areas shall be treated as and paid for as part of the Common Expenses of the Association unless otherwise specifically provided in this Declaration and the exhibits attached hereto. Should said maintenance, repair or replacement be caused by the Unit Owner or the lessees, servants and invitees of a Unit Owner, then such Unit Owner shall be responsible therefor. Where a Unit has a patio or porch which abuts said Unit, said area is, unless otherwise indicated on the Plat, a Limited Common Area for the exclusive use of the Unit it abuts, and the Unit Owner shall be solely responsible for maintaining such area and for paying the costs and expenses associated therewith, and for procuring insurance covering such area. The Unit Owner shall be responsible for the maintenance and care of any wiring or electrical outlets or light fixtures, and, where applicable, light fixtures affixed to the exterior walls of a Unit, and said Unit Owner shall be responsible for replacing the necessary light bulbs for said light fixtures by the same color and bulb wattage and for repairing and maintaining the porches and/or patios, including any screening on said porches and/or patios or the enclosing of said porches and/or patios, all at the said Unit Owner's cost and expense. Should any maintenance, repair or replacement of a portion of the Limited Common Areas which is the responsibility of the Association be caused by the Unit Owner or the lessees, servants, or invitees of the Unit Owner, then such Unit Owner shall be responsible therefor.

c. Attached Units. The responsibility for maintenance, repair and replacement within the Lots for Attached Units shall be shared by the Association and the Unit Owners as follows:

(i) By the Association. The Association shall be responsible for maintaining, repairing and replacing the following items, and the cost of the maintenance thereof shall constitute Common Expenses:

(1) All landscaping, sprinkling systems, lawn and grass areas, fences, and also all water and wastewater lines up to the boundary of each Lot;

(2) The entire dwelling located within a Lot, including, without limitation, exterior walls, party walls, roofs and foundations; provided, however, that the Association shall not be responsible for maintaining that portion of the dwelling bounded by the unfinished interior surfaces of the perimeter walls, floors and ceilings (hereinafter referred to as "Living Space"); and

(3) The load-bearing walls within the Living Space except for the finished surfaces thereof.

(ii) By the Unit Owner. Each Attached Unit Owner shall maintain, repair and replace everything within the confines of the Owner's Lot, including the permitted improvements, which is not to be maintained by the Association pursuant to subparagraph c.(i) of this Section, including but not limited to:

(1) All exterior doors, windows and screens of any permitted improvement; provided, however, that the painting of the exterior doors shall be a

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Common Expense. These surfaces shall be maintained in such manner as to preserve a uniform appearance among the Units in the Subdivision;

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(2) Interior paint, finish, covering, wallpaper and decoration of all walls, floors and ceilings;

(3) All built-in shelves, cabinets, counters, storage areas and closets;

(4) All mechanical, ventilating, heating and air conditioning equipment serving the individual Unit; any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus;

(5) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only the respective Unit, and all electric lines between the Unit and its individual service panel or meter;

(6) All interior doors, non-load-bearing walls, partitions, and room dividers;

(7) All furniture, furnishings and personal property contained within the respective Unit;

(8) All other maintenance, repair or replacements involving a Lot as contemplated and authorized hereunder; and

(9) Any and all drywall which serves to define the vertical and upper horizontal boundaries of the Unit.

d. Detached Units. The Owner of each Detached Unit shall be responsible for the maintenance, repair and replacement of all improvements within that Owner's Lot, including the home and landscaping and irrigation, except for those maintenance responsibilities assumed by the Association in the discretion of the Board for the benefit of all Detached Units. If an irrigation system is installed and maintained by the Declarant or the Association to serve more than one Unit, no Unit Owner shall operate or alter any part of said irrigation system.

e. Maintenance Contracts.

(i) The Board of Directors may enter into a contract with any firm, person or corporation, or may join with other associations and entities in contracting for the maintenance and repair of the Subdivision and other properties, and may contract for or may join with other entities in contracting for the management of the Association and other properties, as may be more specifically provided for by the Articles of Incorporation and By-Laws.

(ii) The Association may enter into agreements or authorize arrangements with such firms or companies as it may deem appropriate for and on behalf of the Unit Owners to provide certain services and/or maintenance which otherwise would be the responsibility of the Unit Owners rather than the Association under this Declaration. Said agreement(s) or arrangement(s) may provide for such maintenance and service to be performed

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on a regularly scheduled basis, such as air conditioning maintenance and service, exterminating, services and other types of maintenance and services, as the Association deems advisable for such periods of time and on such basis as it determines. The cost for such services and/or maintenance shall be the specific responsibility of each Unit Owner participating in such service and/or maintenance and shall not be a Common Expense for all Unit Owners. Such agreements or arrangements shall not relieve the Unit Owners of the underlying responsibility but shall be a convenience for them. Each Unit Owner shall be deemed a party to said agreements or arrangements with the same force and effect as though said Unit Owner had executed said arrangement or authorized said arrangement and it is understood and agreed that the Association shall be executing or authorizing said agreements or arrangements as the agent for the Unit Owners. Each Unit Owner agrees to allow the Association to enter into any Lot for the purpose of maintenance, repair, replacement of the Common Areas or any portion of a Lot to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Areas or to a Unit or Units.

Section 2. Alterations and Improvements. Alterations and improvements to the Common Areas and the Lots shall be governed by the following provisions:

a. To Common Areas.

(i) After the completion of the improvements included in the Common Areas which are set forth in this Declaration, or which are contemplated by the Developer in the completion of the development as set forth herein, there shall be no alterations or additions to the Common Areas (other than Limited Common Areas), except as authorized by the Board of Directors and approved by not less than seventy-five percent (75%) of the total vote of the Lot Owners.

(ii) Except as may be otherwise provided herein, there shall be no alterations or additions to Limited Common Areas except as authorized by the Board of Directors, and approved by not less than seventy-five percent (75%) of the total vote of the Unit Owners, provided that no alterations or additions may be made to the Limited Common Areas which adversely affect or prejudice the right of any Unit Owner, unless his written consent has been obtained.

(iii) Further, the Unit Owner shall be required to obtain approval of the Board as to the architectural and structural components of and pertaining to any alteration or extension of a Limited Common Area (and the Board shall have the power to promulgate rules and regulations in this regard, for the protection of the Unit Owners as a whole and the Association). The Unit Owner desiring approval of an alteration to a Limited Common Area shall be required to pay any and all costs associated with (1) the application, review and approval of the alteration, (2) the calling of an Association meeting to vote on the extension (if the membership vote on the alteration is not to occur at a regularly-scheduled meeting of the Association membership), (3) the preparation of any and all required revisions to the Plat and/or this Declaration as a result of modification to the Limited Common Areas appurtenant to such Unit, and to the Common Areas (as applicable), and (4) the costs of recording in the public records of the County any and all documents and drawings necessary to evidence the approval of the alteration.

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(iv) Except as may be otherwise provided herein, where the approval of Unit Owners for alterations to the Common Areas or Limited Common Areas is required in this Declaration and exhibits attached hereto, the approval of institutional mortgagees whose mortgages encumber at least fifty-one percent (51%) of those Units encumbered by a mortgage at said time shall also be required.

b. To the Units.

(i) Except as otherwise reserved by the Developer, no Unit Owner shall make any alteration or improvement to the Unit Owner's Unit except in accordance with this Section. A Unit Owner may make alterations and improvements to the interior of the dwelling located within the Unit, so long as such alterations or improvements are not visible from the outside of the Unit, do not impair the structural integrity of the dwelling, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and the law. A Unit Owner may not expand, enlarge or relocate the single family structure originally located within his Lot. Any other alterations or improvements to a Unit (including, but not limited, to the enclosing or screening in of any porch or patio within the Unit), may be made only if prior written approval is obtained from the Board of Directors.

(ii) A Unit Owner making or causing to be made any additions, alterations or improvements agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Subdivision and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association.

Section 3. Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings and Cluster Buildings upon the properties and placed on the subdividing line between the Lots, shall constitute a **"Party Wall"** and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Association and each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Party Wall and Unit with which it shares said Party Wall.

(b) Sharing of Repair and Maintenance. The cost of repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in proportion to such use, except in the case of negligence or willful misconduct by an Owner. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Wall that faces such Owner's Lot. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Wall from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Lot owners, the Owners of the adjacent Lots shall, at their joint expense, repair and rebuild said wall within thirty (30) days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party

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Wall, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such wall or any part thereof shall be rebuilt it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Lot Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Lot Owner shall refuse to repair or reconstruct the wall within thirty (30) days, unless extended by the Board, and to pay his share of such cost in the case of negligence or willful misconduct, the Association may have such wall repaired or reconstructed and shall be entitled to a lien on the Lot of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lot shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Lots to effect necessary repairs and reconstruction.

(c) Destruction by Fire of Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it; and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in proportion to their use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any applicable law, statute or ordinance.

(d) Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the Areas shall bear the cost of furnishing the necessary protection against such Areas.

(e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) Easement for Encroachment. There shall be reciprocal, perpetual easements of encroachment between each adjacent Lot or Unit due to the unintentional placement, settling, or shifting of Party Walls constructed, reconstructed, or altered thereon to a distance of three feet (3') as measured from any part on the common boundary along a line perpendicular of such boundary at such point.

(g) Easement for Lateral Support. There shall be reciprocal, perpetual easements of lateral support between each adjacent Lot or Unit upon the structural components, including the Party Walls for lateral support of each Unit. No Owner shall demolish, modify, or interfere with a Party Wall so as to diminish or in any way alter the lateral support which such Party Wall affords any Unit.

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(h) Sound Transmission. Each Owner, by acceptance of a deed or other conveyance of a Unit, hereby acknowledges and agrees that sound transmission in Buildings such as the Cluster Buildings is very difficult to control, and that the noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. Declarant does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Subdivision, and each Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.

Section 4. Owner Insurance; Casualty Loss to Owner Structures.

(a) Owner Obligation to Maintain Insurance. Each Owner shall maintain property insurance providing fire and extended coverage at full replacement cost, less a reasonable deductible, on all insurable improvements located on such Owner's Lot, to the extent such responsibility is not assigned to or assumed by the Association pursuant to this Declaration or any applicable supplemental declaration. In addition, every Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Lot or the Common Areas due to occurrences originating within the Owner's Lot caused by the negligence of the Owner, the failure of the Owner to maintain the Lot, and any other casualty within the Lot which causes damage to the Lots or the Common Areas, to the extent such coverage is not provided by policies maintained by the Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Association's policies. Such insurance policy or policies shall name the Association as an additional insured.

(b) Certificates; Notice to Association. Each Owner shall provide a certificate evidencing such insurance to the Association within 10 days of any written request from the Board of Directors. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Lot. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Lot is canceled. In the event that an Owner fails to obtain any insurance with the Owner is required to obtain hereunder, or permits such insurance to lapse, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Lot.

(c) Association's Right to Place Insurance. Upon Board resolution and at least sixty (60) days' prior written notice to each Owner of an affected Lot, the Association may elect, but shall have no obligation, to obtain a blanket insurance policy providing property insurance for all structures on all Lots within the Subdivision. Inclusion in the budget provided to the Owner shall constitute adequate notice. In such event, the Owners shall be relieved of their insurance responsibility only to the extent such responsibility is assumed by the Association. The costs of such insurance shall be a Common Expense. Any such policy obtained by the Association may exclude fixtures, finishes, contents, and improvements to the interior of the structures on the Lot and any exterior improvements made by an Owner or occupant of the Lot. Following such an assumption of insurance responsibility, the Association may, at any time, upon not less than thirty (30) days' written notice to each Owner, discontinue such blanket insurance coverage and, in such event, each Owner shall immediately obtain in his or her own name and at his or her own expense the insurance coverage for such Owner's Lot and structures thereon. Regardless of whether the insurance required hereunder is obtained by the Association

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or the Owners, in the event of a casualty loss, the Association shall be entitled to file a claim against such insurance for the cost of any repair or reconstruction to the Lot and improvements thereon which is the Association's responsibility, and the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds payable to the Association and the Owner thereunder, based upon the amount necessary to enable the Owner and the Association each to repair and replace those portions of the Lot and improvements thereon which are their respective responsibilities. If the Owner is required to obtain insurance hereunder and such insurance is insufficient, the Association shall be relieved of any obligation to maintain, repair, and replace damaged or destroyed portions of the Owner's Lot, to the extent of such insufficiency. Alternatively, the Association may perform required repairs, whether the responsibility of the Association or the Owner, and assess all costs to the Owner and the Owner's Lot.

(d) Repair or Restoration by Unit Owner. In the event of damage to or destruction of a structure on a Lot, the Owner shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved by the Association, except that if the Association has assumed responsibility for insurance coverage hereunder, the Association shall, subject to the limitations above, be responsible for repair or reconstruction of those portions of the structure on the Lot for which the Association has expressly, in writing, assumed insurance responsibility. The Unit Owner within any affected Building shall be responsible for paying any expenses of reconstruction of or repair to any Building which is not covered by any policy of insurance, whether as a result of deductibles or exclusions.

(e) Association Non-Liability. The Association shall not be liable to any Owner for any damages, losses or claims for personal injury or property damage including, but not limited to, loss of personal property, fixtures, and loss of use of any Unit, arising out of damage or destruction of a Cluster Building or any repair or replacement thereof. Owners shall be solely responsible for insuring the contents of their Units, as well as any loss of use of any Unit.

ARTICLE VIII GENERAL RESTRICTIONS

Section 1. Age Restrictions. This Subdivision and each Lot therein are subject to the following restrictions:

a. Each Unit, if occupied, shall be occupied by at least one (1) person fifty-five (55) years of age or older; provided, however, that upon written petition, the Board of Directors of the Association may grant a waiver of this restriction if the result of such waiver would be that at least eighty percent (80%) of all the occupied Units in the Subdivision would be occupied by at least one (1) person fifty-five (55) years of age or older. The Board may grant such a waiver subject to such terms and conditions as the Board deems necessary to protect the retirement character of the community. No children under the age of eighteen (18) years shall occupy any United provided however, that such children may visit and temporarily occupy such Unit for periods not to exceed thirty (30) days in any calendar year. The term "Unit" as used herein shall mean such subdivision lot as established by a recorded plat, or other residential dwelling unit created on the Property.

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b. The restrictions shall run with and bind the Subdivision and shall inure to the benefit of and be enforceable by the Sun City Center Civic Association, Inc., and/or the owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

The purpose of this restriction is to ensure that this Subdivision is designated and will be operated as a Community for Older Persons in compliance with the terms and provisions of the Federal Fair Housing Act (42 U.S.C. §§ 3601-3619). Notwithstanding any other provisions of this Declaration to the contrary, these age restrictions are covenants and restrictions that run with the land, and are not subject to revocation or amendment for a period of at least thirty (30) years from the date of recording this Declaration.

Section 2. Basketball Goals. No permanent or non-portable basketball goals may be erected or placed on any Lot or the Common Property; however, subject to approval of the Board of Directors, portable basketball goals are permitted, provided that the basketball goal shall be removed and stored out of public view and indoors (including in the garage) when not in use.

Section 3. Commercial Vehicles, Trailers, Boats and Parking. No oversized vehicle, truck, house or travel trailer, camper, mobile home, motor home, house trailer, horse trailer, boat trailer, trailer of any kind, recreational vehicle, boat, or other such vehicle or device shall be placed, parked, left or stored on any Lot or the Common Areas; provided, however, that this provision shall not apply to any such vehicle or device being kept in an enclosed garage. Further, the prohibition of parking shall not apply to the temporary parking of a vehicle used as a sales, service, or delivery vehicle, nor to any vehicle of the Declarant or its affiliates. Any vehicle or device parked in violation of these or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle or device if such vehicle or device remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or device. The Association shall not be liable to the Owner of such vehicle or device for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing, and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 4. Condition and Construction. All Lots, whether occupied or unoccupied, and any Buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereof. Every Building, structure or other improvement, the construction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction or placement until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the Areas, war, inability to obtain materials, acts of God, or similar causes.

Section 5. Condition of Building and Grounds. It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unsightly or unkempt condition of buildings or grounds on his Lot which shall tend to substantially decrease the beauty of the Subdivision as a whole or the specific Lot.

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Section 6. Declarant Exemption. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its successors or assigns or its or their contractors, or subcontractors, from doing or performing on all or any part of the Lots or properties owned or controlled by Declarant, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the Subdivision, including without limitation:

a. Erecting, constructing, and maintaining thereon, such structures as may be reasonably necessary for the conduct of Declarant's business of completing the development and establishing the Subdivision as a residential community and disposing of the same by sale, lease or otherwise; or

b. Maintaining such sign or signs thereon as may be necessary in connection with the sale, lease, or other transfer of the Lots.

Section 7. Exterior Display. Except for seasonal decorations in compliance with the rules of the Association, an Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the roof, exterior walls, doors, balconies or windows of his Unit. All seasonal displays must be removed within ten (10) days of the occurrence of any seasonal event.

Section 8. Exterior Lighting Fixtures. Only exterior lighting fixtures approved by the Board of Directors shall be placed on any Lot. Any exterior lighting fixtures shall be placed in such a fashion so that they are adequately shielded from adjoining neighbors so as not to constitute an annoyance or a nuisance to adjoining Lots.

Section 9. Fences. No fences shall be constructed on any Lot or Common Area unless constructed by Declarant.

Section 10. Flags. Subject to approval of the Board of Directors, one (1) portable, removable United States Flag and mount may be displayed in a respectable manner by each Owner. The flag shall at all times be displayed right side up, and shall not exceed thirty-six inches (36") in length or width. The display of all other flags is prohibited.

Section 11. Garage Sale. Garage sales (hereinafter defined) are prohibited on any Lot in the Subdivision except in strict compliance with rules and regulations that may be issued from time to time by the Association's Board of Directors. A "garage sale" means any public display or offering for sale or free to the public of one or more items of personal property by persons residing on the Lot on which the sale is conducted and shall include sales commonly referred to as patio sales, driveway sales, yard sales, porch sales and other such sales.

Section 12. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be stored or disposed of except in accordance with the rules of the Association and the requirements from time to time of the applicable governmental authority for disposal or collection of waste. The right to select a garbage collection company for use by all Lots and to include billings for same as part of Assessments against each Lot, or alternatively, to bill directly or provide that the collection company shall bill directly to the affected Lots shall be reserved to the Association. No Lot Owner may avoid a fee or charge for garbage collection either as part of a regular Association assessment or as a separate charge of a garbage collection service. All equipment for the storage or disposal of such material shall be kept in a clean condition. Unless

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otherwise approved or designated by the Board, containers must be rigid plastic, no less than twenty (20) gallons or more than thirty-two (32) gallons in capacity unless use of another container by the County or hauler is required, and well sealed. Plastic bags may be used for yard clippings. Bags and containers may not be placed out for collection sooner than twelve (12) hours prior to any scheduled collection and must be removed within twelve (12) hours of collection.

Section 13. Household Pets. No Lot shall be used for keeping or breeding of livestock animals or poultry of any kind. Up to two (2) domesticated household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor, and provided they are kept in accordance with the rules of the Association. Outside an Owner's Unit, pets must be kept on a leash, and each pet owner shall be responsible for disposing of his pet's waste in an appropriate garbage or trash container.

Section 14. Hunting. No hunting or fishing shall be permitted anywhere on the Subdivision, except in accordance with any Rules and Regulations established by the Board from time to time.

Section 15. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right to enter upon any Lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Association for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Association. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

Section 16. Land Use and Building Type. No Building constructed on a Lot (except for model lots) shall be used except for residential purposes. Temporary uses by Declarant and its affiliates for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be subject to approval and permitting by the City and shall be otherwise permitted until permanent cessation of such uses takes place. No changes may be made in Buildings erected by the Declarant or its affiliates (except if such changes are made by the Declarant) without the consent of the Board of Directors as provided herein and without approval and permit issued by the City.

Section 17. Leases. Owners may lease their Dwellings for a minimum period not less than 30 consecutive days in duration, and may enter into a maximum of three (3) such rental arrangements in any twelve (12) consecutive month period with regard to a dwelling. An Owner shall notify the Association in writing that the Owner intends to lease a Dwelling, and shall provide the Association with a copy of the lease prior to execution. If an Owner intending to lease or rent a Dwelling is delinquent in the payment of assessments or other amounts due and owing to the Association, the Association shall be entitled, but shall not

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be obligated, to prohibit the Owner from renting or leasing the Dwelling until such delinquency is made current. Leases shall be in writing, and shall be subject to the prior written approval of the Association. The Master Association may require inclusion in a lease of any provisions that the Master Association may deem appropriate to assure the lessee's compliance with all the terms and provisions of this Declaration. Dwellings shall be leased in their entirety, and no individual rooms or portion of a Dwelling may be leased. Upon leasing a Dwelling, an Owner shall notify the Association in writing that the Owner has leased a Dwelling and shall provide the Association with a copy of the executed lease. Tenants shall comply with this Declaration and all rules and regulations. An Owner leasing a Dwelling shall provide the Association with a written statement, on the form provided by the Association, signed by all tenants, acknowledging that the tenants are familiar with, and agree to comply with, the use restrictions applicable to the Association. Notwithstanding such statement, the Owner shall be responsible for all conduct of the Owner's tenants, including, without limitation, any damage to the Common Property or other Lots as a result of the acts or omissions of the Owner's tenants. The provisions of this subparagraph shall not be applicable to Developer-owned Dwellings. The subleasing or sub-renting of a Dwelling shall be subject to the same requirements and limitations as are applicable to the leasing or renting thereof.

Section 18. Mailboxes. The Declarant shall install mail boxes for all Lots which shall thereafter be maintained and replaced by the Association, except that each Unit Owner shall be responsible for his keys and for rekeying his designated mailbox.

Section 19. Maintenance. Each Lot, whether occupied or unoccupied, shall be maintained reasonably clean and in all events, free from refuse, debris, unsightly growth and fire hazard.

Section 20. Proximity to Golf Course; Unit Owner Acknowledgements and Indemnification. Each Unit Owner by virtue of taking title to a Lot, hereby (a) acknowledges that the Lot may be located adjacent or close to a golf course and its facilities (the "Golf Course"), (b) shall be deemed to have stated and acknowledged that owning or occupying property adjacent or close to a golf course, as in the case of the Lot, if applicable, involves certain risks which may affect the use and enjoyment of the Lot and its improvements; (c) acknowledges that such risks may include, but are not limited to, golf balls being hit onto the Unit Owner's Lot and affecting the Unit Owner's Unit, if any, with the potential of causing bodily injury or damage to person or property; (d) acknowledges that herbicides, pesticides, and other chemicals may be used from time to time on the Golf Course for its care and maintenance; (e) expressly assumes such risks and agrees that neither Developer nor any entity designing, constructing, owning or managing the Golf Course will be liable to the Unit Owner or any invitee, tenants, licensees, guests, or family of the Unit Owner claiming any loss or damage for personal injury, damage to property, trespass or any other alleged wrong attributable to any extent to the proximity of the Lot and Unit to the Golf Course and its operation as such (this release of liability will apply without limitation, to any such claim arising in whole or in part from the negligence of Developer or any other entity designing, constructing, managing or owning the Golf Course); and (f) agrees to indemnify and hold harmless Developer and any other entity designing, constructing, managing or owning the Golf Course against all claims by Unit Owner's invitees, licensees, guests or family with respect to any claims above described. Nothing in this paragraph shall be deemed to restrict or limit the right of Developer or any entity owning or managing the Golf Course to change

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the design and layout of the Golf Course, size and elevation of buildings and trees, bunkers, fairways, greens, and water bodies, from time to time, and such changes, if any, will not nullify, restrict or impair Unit Owner's covenants and obligations stated herein. Any such changes may diminish, obstruct or impair any view from a particular Unit or Lot, and any express or implied easements for view purposes or for the passage of light or air are hereby disclaimed. Each Unit Owner acknowledges that such Unit Owner's covenants contained in this paragraph are a material consideration to Developer in conveying the Lot and the Unit to the Unit Owner and have been required by Developer as a condition of the sale of the Lot and Unit by Developer to the Unit Owner. The provisions of this paragraph will inure to the benefit of Developer, its successors and assigns, and any entity designing, constructing, owning or managing the Golf Course, and their respective successors and assigns.

Section 21. Offensive Activity. No noxious or offensive activity shall be carried on upon a Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Subdivision. There shall not be maintained in the Subdivision any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the Subdivision by the Owners thereof.

Section 22. Outside Antennas. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio signals received upon any other Lot. No exterior antennas, to include without limitation satellite dishes larger than eighteen inches (18") in diameter and short wave radio antennas, shall be permitted on any Lot or improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain community antennae, microwave antennae, dishes, satellite antennae and radio, television and security lines, and except that Owners may install one normal rooftop television antenna or one satellite dish eighteen inches (18") or smaller in diameter as approved by the Board of Directors.

Section 23. Reconstruction. No Building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such condition for more than two (2) months. Subject to Article VII, 4.d. the Owner thereof shall raze or remove said destroyed or partially destroyed Building or improvement and remove any debris promptly from such Lot, or rebuild said destroyed or partially destroyed Building or improvement.

Section 24. Restrictions on Use of Lakes, Waterways, Wetlands, or Other Bodies of Water. With respect to any lakes, waterways, wetlands or other bodies of water located on the Property, no Owner, Resident or any temporary occupant of a Dwelling shall: (i) disturb, remove, alter or in any way disrupt vegetation thereon; (ii) construct permanent or temporary docks or seawalls; or (iii) connect to any lake, waterway, wetland or other body of water through the use of a well, pump, ditch or other system of any nature for any purpose, including, but not limited to, lawn irrigation, lawn maintenance, water features or for any other use. In addition, no Owner, Resident or any temporary occupant of a Dwelling shall dig a well on any Lot for any purpose, including but not limited to lawn irrigation, lawn maintenance, water features or for any other use. The provisions of this paragraph shall not apply to Developer. No amendment to this paragraph shall be effective without the express prior written consent of Developer.

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Section 25. Security Bars. No security bar system may be installed on any window or door of any dwelling within the Subdivision which is visible from the exterior of a Unit.

Section 26. Signage. No signs other than temporary signs placed by Declarant shall be displayed to the public view on any Lot, except in accordance with any Rules and Regulations established by the Board from time to time.

Section 27. Signs. No signs shall be erected on any Lot or in any Common Areas. Nothing contained herein shall preclude Declarant from placing marketing signs on any Lot Declarant owns.

Section 28. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for purposes of construction on such Lot, and shall not be stored for longer than that length of time reasonably necessary for the construction in which same is to be used.

Section 29. Storage Receptacles. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks and similar receptacles or installations shall be placed in the garage or under the surface of the ground or in walled-in areas or screened with fencing or shrubbery approved by the Board of Directors so as not to be visible from the street or objectionable to an adjacent property.

Section 30. Storm Shutters. No shutters may be attached to the outside walls of a Unit or building without the written consent of the Board of Directors. All shutters shall be installed in accordance with governmental requirements and the following unless otherwise provided in the rules of the Association:

a. Shutters may be installed by the Association on all Units to ensure a uniform appearance. Shutters shall be installed and removed at such times and for such periods as determined by the Board in compliance with governmental regulations. All costs for the installation, removal, storage, repair and replacement of shutters shall be assessed against each Unit on a pro rata basis, except that any incremental costs incurred for a particular Unit shall be assessed against and paid by said Unit and Unit Owner.

b. If the Association does not assume responsibility for the coordinated installation and removal of shutters, each Unit Owner shall be responsible for installing, removing, storing, repairing and maintaining shutters for his Unit in accordance with governmental requirements and the Association's rules and regulations and the schedule for installation and removal established by the Board from time to time. Prior to any such installation by a Unit Owner, the specifications for such shutters must be submitted to the Board for approval, together with a certificate from the contractor or an engineer that the shutters meet the requirements of applicable governmental regulations.

Section 31. Swimming Pools. No swimming pool or hot tub may be placed on any Lot or Common Property unless approved by the Board.

Section 32. Temporary Structures. No structure of a temporary character shall be placed upon the Subdivision at any time, provided, however, that this prohibition shall not apply

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to temporary shelters used by a contractor during the construction or repair of the improvements upon the Subdivision. Such temporary shelters may not, at any time, be used as residences or permitted to remain on the said property after completion of construction or repairs.

Section 33. Trees. No trees may be removed without the written approval of the Board.

Section 34. Utility Buildings. No utility buildings, sheds or storage buildings shall be constructed or erected on any Lot.

Section 35. Utility Connection. 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 television, electric, water, and sewer, have been or will be installed underground and within, below or upon the Subdivision property (including within, below or upon each Lot and the Unit therein). Repairs and maintenance of any utilities serving a particular Unit may affect the adjacent Units and Lot Owners. Easements are hereby reserved or granted over, under, across and through the Subdivision to the service providers described herein for the purposes of their providing said services.

Section 36. Utility Easements. Easements for installation and maintenance of utilities and cable television (if any) are reserved or granted within the Subdivision as shown on the Plat and over, under, across and through the Subdivision, for the perpetual and non-exclusive use and benefit of the Subdivision, to the providers of utility services to the Subdivision. Within the easements shown on the Plat, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or cable television 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 Owner of the Lot, except for those improvements for which a public authority or utilities company is responsible or for which the Association is responsible pursuant to this Declaration.

Section 37. Vegetable Gardens. No vegetable gardens shall be permitted in the Subdivision.

Section 38. Vehicles and Repair. No inoperative cars, trucks, trailers, or other types of vehicles shall be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours in any ninety (90) consecutive day period; provided however, that this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the Subdivision. All vehicles shall have current license plates. Moreover, no stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof, shall be parked, stored or located upon any Lot at any time. No portion of the Common Areas may be used for parking of such inoperative vehicles.

Section 39. Window Air Conditioning Units. No window or through-the-wall air conditioning units shall be permitted. No Building shall have any aluminum foil or other reflective material in any window or glass door.

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ARTICLE IX
SPECIAL RESTRICTIONS AFFECTING COMMON AREAS

Section 1. General Intent. It shall be the intent and purpose of this Declaration and these restrictions and covenants to maintain and enhance the Common Areas. It shall be the further intent and purpose of the Declaration and these restrictions and covenants to protect any natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, and to promote the conservation of soils, wildlife, game and migratory birds.

Section 2. Buildings. It is expressly understood and agreed that no Building, improvement, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on the Plat as a Common Area; and likewise, no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands within the Subdivision shown and set aside on the Plat as Common Areas, except as determined by the Declarant during the Class 'B' Control Period, or, subsequent to the Class 'B' Control Period, unless the Declarant and the Association shall agree in writing.

Section 3. Trash. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive materials shall be placed upon the Common Areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with this Declaration.

Section 4. Owner Access to Common Areas. Owners, their families and guests shall not enter into any Common Areas, except and unless a trail, path, or boardwalk has been constructed by the Declarant or the Association as provided for above, in which case any person entering into a Common Areas shall remain on such trail, path, or boardwalk and shall not disturb or disrupt the natural vegetation or wildlife. The foregoing shall not obligate the Declarant or the Association to construct any trail, path, or boardwalk or similar feature upon the Common Areas. Further, no such trail, path, or boardwalk shall be created, unless first approved and permitted by the City or County, as applicable. The foregoing shall not affect Declarant's obligation to construct driveways upon those Common Areas that provide access to Lots in accordance with the Plat.

ARTICLE X
GENERAL PROVISIONS

Section 1. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way effect any other provisions hereof which shall remain in full force and effect.

Section 2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 3. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been sent when mailed, postage prepaid,

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to the last known address of the person or persons who appear as the Owner of the Lot on the records of the Association at the time of such mailing.

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Section 4. Subdivision of Lots. No Lot shall be subdivided, or boundaries changed, except with the written consent of the Association and the County. If the Lot subject to further subdivision or boundary change has been annexed into a municipality, then approval and a permit must be obtained from the annexing municipality instead of the County. The Declarant reserves the right to replat any Lots in the Subdivision prior to their sale, without the necessity of the joinder or approval of the Association or other Owners of Lots in the Subdivision, subject to review and approval by the FHA and/or the VA as provided herein below.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the FHA and/or the VA if required by the VA and/or the FHA regulations:

- a. Annexation of additional properties,
- b. Dedication of Common Areas, and
- c. Amendment of this Declaration of Covenants and Restrictions,

Section 6. Rules and Regulations. The Association may publish unrecorded Rules and Regulations from time to time that shall be applicable to the Subdivision but which shall not be applicable to the Declarant or its affiliates, agents or employees and contractors (except in such contractor's capacity as Owners) nor to institutional first mortgagees, nor to property while owned by either the Declarant or its affiliates or such mortgagees. Such Rules and Regulations shall apply to all other Owners and occupants. The Board of Directors shall be permitted to grant relief to one or more Owners from specific Rules and Regulations upon written request therefor and good cause shown in the sole opinion of the Board.

Section 7. Easements. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 8. Covenants Running With the Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) hereof, it is the intention of the Declarant as fee simple owner of the Subdivision, and all other fee simple owners of portions of Subdivision who have joined in the execution of this Declaration, that this Declaration shall constitute covenants running with the land and with title to the Subdivision or any part thereof, or as equitable servitudes upon the land, as the case may be.

Section 9. Dissolution of Association. In the event of a permanent dissolution of the Association, the fee simple owners of Lots in the Subdivision shall immediately thereupon hold title to the Common Areas as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof in a manner or under a procedure acceptable to the City. If approved by the City, the Association may convey to the City the Common Property. In no event shall the City be obligated to accept any dedication offered to it by the Association or the fee simple owners of the Subdivision pursuant to this Section, but the City may in its sole and absolute discretion accept such a dedication, and any such acceptance must be made by

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resolution adopted by the City Council. Any successor to the Association, including the fee simple owners of Lots shall pursuant to this Declaration provide for the continued maintenance and upkeep of the Common Areas.

Section 10. Minerals, Resources and Groundwater. Declarant expressly reserves the right to all Minerals, Resources and Groundwater lying beneath the surface of the Subdivision, together with (a) the right of ingress, egress and possession of the surface of the Property at all times for the purposes of exploring, studying, milling, drilling and operating for such Minerals, Resources and Groundwater and the construction, installation and maintenance of well sites, facilities and means necessary or convenient for producing, developing, withdrawing, capturing, pumping, treating, storing and transporting the Minerals, Resources and Groundwater, including, without limitation, the right to develop or produce the Minerals, Resources and Groundwater by pooling, unitization or by directional drilling under the Property from well sites located on the Subdivision, and (b) all bonuses, rents, royalties, production payments or monies of any nature accrued in the past or future with respect to the Minerals, Resources and Groundwater, and (c) the right from time to time to convey all or any part of such Minerals, Resources and Groundwater to a third party or third parties, either prior to or after the date of recording of this Declaration. Neither the conclusion of the Class 'B' Control Period, nor any assignment of Declarant rights to the Association, shall be deemed to transfer the rights of Declarant to the Minerals, Resources and Groundwater, either expressly or by implication, but such rights may be conveyed to the Association or other third party or third parties, solely by an instrument in writing, executed with the formalities of a deed and recorded in the Official Records of the County in which the Subdivision is located. The Association and each Owner of a Lot or other interest in the Subdivision, for themselves, then respective heirs, personal representatives, successors and assigns, as applicable, by acceptance of the rights and obligations under this Declaration, hereby waive and release any rights, claims, actions or causes of action now existing or hereafter arising against Declarant, its successors, assigns, contractors, employees or agents, arising out of or in connection with exercise by Declarant or any such parties to the rights in Minerals, Resources and Groundwater reserved by this Section. Declarant's right to conduct physical exploration for any Minerals, Resources and Groundwater is subject to approval by the Association and any applicable requirements of law.

Section 11. Warranties. The Declarant specifically disclaims any intent to have made any warranty or representation in connection with the Subdivision, the improvements therein, or the Association Documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Common Expenses, taxes or other amounts paid and the operating budget are estimates only and no warranty, guaranty or representation is made or intended, nor may one be relied upon. The Declarant has constructed the dwellings and improvements in the Subdivision in compliance with the applicable governmental ordinances, statutes, and rules and regulations or requirements, and this is the full extent of the Declarant's liability and responsibility.

Section 12. Moisture Damage. The Declarant shall not be responsible for conditions resulting from condensation on or expansion or contraction of materials, paint, if any, on both interior and exterior, loss or injury caused in any way by the Areas; the water tightness of windows and doors, defects which are the results of characteristics common to the materials used and damage due to ordinary wear and tear or abusive use, collection of water on any portion of the Subdivision, except such items as are specifically delineated and agreed to in writing

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between the Declarant and the individual Unit Owner, and it shall be understood and agreed that the Declarant shall bear no responsibility in any way as to the matters provided in this paragraph to the Association and Unit Owners.

Section 13. Approval of Declaration. The Association, by execution of this Declaration, approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration and exhibits attached hereto. The Unit Owners, by virtue of their acceptance of the deed of conveyance as to their Unit, and other parties by virtue of their occupancy of Units, hereby approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration and the exhibits attached hereto.

**ARTICLE XI
Intentionally Left Blank.**

**ARTICLE XII
ESTOPPEL CERTIFICATE**

The Association shall deliver an estoppel certificate within ten (10) days of a written request therefore. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

**ARTICLE XIII
ENFORCEMENT**

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and in the Association Documents, including, without limitation, any and all Rules and Regulations which from time to time may be adopted by the Board of Directors of the Association without the necessity of the same being recorded in the public records.

Section 2. Enforcement. The Association, acting by and through its Board, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter. The Association may also impose sanctions against a Lot Owner for violation of the Association Rules and Regulations by such Lot Owner, his or her family members, guests, permitted tenants, licensees or invitees, subject to the notice and hearing requirements set forth below. Such sanctions shall be in addition to all other enforcement powers and remedies of the Association provided herein. The offending Lot Owner shall be responsible for all sanctions and costs of enforcement, including attorneys' fees actually incurred and court costs. Such sanctions may include, without limitation:

a. Imposing monetary fines, up to the maximum, if any, permitted by applicable laws, which may accrue from the date of notice. In the event that any occupant, guest or invitee of a Lot violates the Association Documents and a fine is imposed, the fine shall first

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be assessed against the violator; however, if the fine is not paid by the violator within the time period set by the Board, then the Owner shall pay the fine upon notice from the Board.

b. Suspending the vote attributable to the violating Owner's Lot if permitted and then in accordance with applicable law.

c. Suspending the violator's and any guest or invitee of the violator's right to use any recreational facilities that may be built within the Common Areas.

d. Suspending any services that the Association provides to an Owner or the Owner's Lot if the Owner is delinquent in paying any assessment or other charge owed to the Association for longer than the time period established by the Association in a written notice to the Owner (or such period as is required by HUD or VA if either such agency is insuring or guaranteeing the Mortgage on any Lot or has granted project approvals for any such Mortgages).

e. Without liability to the Association or any other person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration relating to building or construction approvals from continuing or performing any further construction activities on a Lot.

f. Levying special assessments to cover costs that the Association incurs to bring a Lot into compliance with the Association Documents, including attorneys' fees and costs of enforcement incurred as the consequence of action, conduct or inaction by an Owner or occupant of a Lot or such person's guests or invitees.

g. Requiring an Owner, at the Owner's expense, to perform maintenance on the Owner's Lot, to complete any construction or modification approved by the Association as provided by this Declaration, or to remove any structure, item or improvement on such Owner's Lot that has been constructed or installed in violation of the Association Documents and to restore the Lot completely to its previous condition.

h. Entering upon the Lot for the purpose of exercising self-help correction or cure of a condition that violates the provisions of this Declaration or any Rules promulgated by the Association from time to time, or to complete any construction or modification required by or pursuant to this Declaration, in any case upon the failure of any Owner to take action after notice from the Association, and any such entry shall not be deemed a trespass, but the exercise of rights under a valid, subsisting easement for remedial action that is hereby granted in favor of the Association by each Owner.

i. Bringing suit at law or in equity to enjoin any violation or to recover monetary damages, or both, subject to the requirements of applicable Florida law.

Section 3. Association Obligations. As a condition of imposition of sanctions against a Lot Owner or any other Person, the Association, by and through its Board, shall comply with the following:

a. The Association shall notify the Owner of an alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee appointed by the Board of Directors (herein, the "Committee"). At least fourteen (14) days'

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notice of such meeting shall be given. The Committee shall consist of three (3) or more members appointed by the Board of Directors. The members of the Committee shall be appointed by the Board of Directors but not be Officers, Directors or employees of the Association and shall not be related by blood or marriage to any Director, Officer or employee. Fines and penalties may only be imposed by a majority vote of the Committee.

b. The alleged non-compliance shall be presented to the Committee after which the Committee shall hear reasons why penalties should not be imposed. A written decision of the Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Committee's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

c. The Committee may impose fines against the Owner of the Lot for an amount equal to \$100.00 per violation for each day an Owner allows a violation to exist which fine shall not exceed \$5000.00 in the aggregate.

d. Fines shall be paid not later than ten (10) days after notice of the imposition or assessment of the penalties" Once paid, all rights of the Owner and then guests shall be deemed reinstated.

e. In the event any fine is not paid within thirty (30) days of the date it is imposed, the Association shall be entitled to a lien against Owner's Lot subject to the provisions of Article VI Sections 8 and 9 hereof if permitted by law.

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

g. These fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE XIV AMENDMENT TO DECLARATION

This Declaration and each of the covenants, easements and restrictions set forth herein may be modified or amended only in the following manner:

Section 1. Notice. Notice of the subject matter of a proposed amendment or modification shall be included in the notice of any meeting of the members of the Association at which a proposed amendment is to be considered.

Section 2. Approval. An amendment may be proposed by the Board of Directors or by twenty-five percent (25%) of the voting members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the members of the Board of Directors and seventy-five percent (75%) of the votes eligible to be cast by members of the Association. Directors and members not present in person or by proxy at the meeting

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considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary prior to the meeting.

Section 3. Limitation. No amendment may be adopted which discriminates against any Lot owner or against any Lot or class or group of Lots, unless the Lot owners so affected consent thereto. No amendment shall change or alter any Lot or the share of the Common Areas appurtenant thereto, nor increase the Lot Owner's share of the Common Expenses, unless the record owner of the Lots concerned and all record holders of liens on such Lots shall join in the execution of the amendment. Nothing in this paragraph shall limit the Declarant or the Board of Directors in its power as delineated in these Declarations.

Section 4. Certificate. A copy of each amendment, accompanied by adopted resolution, shall be attached to a certificate certifying that said amendment was duly adopted, which certificate shall be effective when said documents are so recorded. Likewise, any amendment accomplished by agreement of the required number of Members or, where required, by all Lot owners and record owners of liens or mortgages, shall be effective when the agreement effecting such amendment is recorded among the Public Records of Hillsborough County, Florida.

Section 5. Declarant Rights.

a. Notwithstanding anything hereinabove set forth in this Article, the Declarant reserves the right to amend, modify, alter or annul any of the covenants, conditions, restrictions or easements of this Declaration, until such time as ninety percent (90%) of the Lots have been sold and the ownership interests therein are actually conveyed to purchasers other than the Declarant.

b. Anything herein to the contrary notwithstanding, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units; and (iii) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Unit Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Declarant to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate either on such date when Declarant has sold all Units and has transferred control of the Association to the non-Declarant Unit Owners or on December 31, 2024, whichever shall occur first.

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**ARTICLE XV
DISCLAIMER OF LIABILITY OF ASSOCIATION**

Section 1. Disclaimer. Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of the health, safety or welfare of any owner, occupant or user of any portion of the properties including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractor or for any property of any such persons. Without limiting the generality of the foregoing:

a. It is the express intent of this Declaration and the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties 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, Hillsborough County and/or any other jurisdiction or the prevention of tortious activities; and

c. The provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on 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(s), even if assessment funds are chosen to be used for any such reason.

Section 2. Acceptance. 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 a use of any portion of the properties (by virtue of accepting such interest or lien or making such use) 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 for which the liability of the Association has been disclaimed in this Article.

Section 3. Special Definition. As used in this Article, "Association" shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of this Article shall also inure to the benefit of Declarant, which shall be fully protected hereby.

**ARTICLE XVI
OTHER ASSOCIATIONS**

Section 1. Sun City Center Community Association, Inc.

a. Membership. Each Resident of a Dwelling (not exceeding two (2) Residents, unless otherwise provided by the board of directors of the Community Association)

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which is subject to assessment pursuant to Section 2 of this Article is hereby declared to be a Community Association Member. Community Association membership is appurtenant to and shall not be separated from a Lot. Each Unit Owner, by acceptance of a deed or other conveyance of the Lot thereby, whether this Declaration or such mention is made a part of, incorporated by reference in, or expressed in such deed or conveyance, subjects his Lot to all of the obligations, burdens and benefits of this Article and thereby subjects said Lot and the Community Association Members connected with such Lot to all rules, regulations and authorities of the Community Association and its articles of Incorporation and by-laws.

b. Creation of the Lien and Personal Obligation for Assessments. Each Owner (excluding Developer, its affiliates, the Association and the Community Association), by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed or other conveyance for a Lot, hereby covenants and agrees and shall be deemed to covenant and agree, personally and unconditionally, and if there is more than one Owner of such Lot, jointly and severally, to pay to the Community Association such assessments as are levied by the Community Association. Such assessments, together with interest thereon and the cost of collection, if any, as provided in the articles of incorporation and by-laws of the Community Association, shall be a charge and a continuing lien upon the Lot against which such assessment is made and upon the membership(s) appurtenant thereto. Each such assessment, together with such Interest and costs thereon, shall also be a personal obligation of the Owner who was the Owner of such Lot at the time when the same fell due.

c. Non-Payment of Assessments.

(i) Any assessment or installment thereof levied by the Community Association which is not paid when due shall be delinquent. In the event of a delinquent installment of any such assessment, the board of directors of the Community Association may, upon ten (10) days' notice to the Unit Owner, accelerate the maturity of all remaining installments due with respect to the then current budget year.

(ii) The Community Association shall have a lien for unpaid assessments, together with interest thereon, against such Lot and on all tangible personal property located within the Lot, subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Community Association incidental to the collection of such assessments, or the enforcement of such lien, together with all sums advanced and paid by the Community Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Community Association in order to preserve and protect its lien, shall be payable by the Unit Owner of the Lot and secured by such lien. The Community Association may take such action as it deems necessary to collect such assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if deemed in its best interest. The Community Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid all sums due as provided herein, covered by the lien enforced.

(iii) Whenever a person acquires title to a Lot through foreclosure of a First Mortgage or deed in lieu of foreclosure of a First Mortgage, he shall not be liable for the assessments levied by the Community Association with respect to such Lot or chargeable to the

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former Unit Owner of such Lot, if (i) said assessments became due prior to acquisition of title as a result of the foreclosure or the acceptance of a deed in lieu of foreclosure of a first mortgage, and (ii) such assessments are not secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Said unpaid assessments shall be deemed to be an expense of the Community Association collectible from assessments levied by the Community Association. Notwithstanding the foregoing, such sale or transfer shall not relieve the Lot and the acquirer, his successors and assigns from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessment.

(iv) Any person who acquires an interest in a Lot, except through foreclosure of a First Mortgage or acceptance of a deed in lieu of a foreclosure of a First Mortgage, as specifically provided hereinabove, including, without limitation, persons acquiring title by operation of law (including purchasers at judicial sales), shall be liable for the payment of any unpaid assessments due and owing by the former Unit Owner(s) of such Lot. The Community Association may assign its claim and lien rights for the recovery of any unpaid assessments to any Unit Owner or Unit Owners of Lots, or to any third party.

(v) Any and all rights and remedies provided herein may be exercised at any time and from time to time, cumulatively or otherwise. The Community Association's rights and remedies may be waived only by written authority of the Community Association's board of directors, and any such waiver shall not constitute a continuing waiver or be renewed or extended without such written authority.

(d) Binding Effect. Notwithstanding anything In this Declaration to the contrary, the covenants, conditions and restrictions set forth in this Article shall run with and bind the Property and any additional property submitted to this Declaration and shall inure to the benefit of and be enforceable by the Community Association and/or the Unit Owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years unless, prior to the end of such thirty (30) year period or the ten (10) year period then in effect, as the case may be, there shall be recorded in the public records of Hillsborough County, Florida: (i) an instrument modifying or abolishing any of the provisions hereof signed by the then Unit Owners and their mortgagees representing seventy-five percent (75%) or more of the Units which are subject to the provisions of this Declaration; and (ii) a certification by the Association to the adoption by the Board of resolutions recommending such modification or abolition to the Community Association Members.

(e) Amendment. Notwithstanding anything herein to the contrary, this Article may only be amended by recording of an instrument, executed by the President and attested to by the Secretary of the Community Association, Indicating that seventy-five percent (75%) of the votes of all Community Association Members approved such amendment. No amendment shall be effective unless: (i) so long as the Developer is still in title to any part of the Property, the Developer shall join therein; and (ii) written notice of the amendment is sent to every Community Association Member, Owner and mortgagee appearing in the records of the Community Association, at least ninety (90) days in advance of any action taken. In addition, no amendment shall be effective if the effect of the amendment would be either to unreasonably deprive Unit Owners of their

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rights and interests in the Community Association or to impose a substantially greater economic burden upon individual Unit Owners, unless such amendment is executed by or consented to by all the Owners.

Section 2. Greater Sun City Center Beautification Corporation.

a. Declaration. The Property is subject to the Master Beautification Declaration for Greater Sun City Center as recorded in Official Records Book 6402, Page 1358, of the public records of Hillsborough County, Florida, as has been or may be amended from time to time ("**Master Beautification Declaration**"). Accordingly, each Unit is subject to the terms and provisions of the Master Beautification Declaration and each Unit Owner by virtue of his acceptance of a deed or other instrument of conveyance of his Unit shall become a member of the Greater Sun City Center Beautification Corporation, a Florida not-for-profit corporation ("**Master Beautification Association**"). The President of the Association shall be the designated representative of all Unit Owners in their role as members of the Master Beautification Association.

b. Purpose. The principal purpose of the Master Beautification Association shall be to undertake the maintenance of landscaping and other beautification features of the medians and rights of way along State Road 674 within Greater Sun City Center at a level higher than would otherwise be achieved by county, state or other governmental bodies, and such other projects within the Greater Sun City Center area (if any) which may be determined from time to time by the membership and board of directors of the Master Beautification Association. The board of directors of the Master Beautification Association shall determine the budget required to accomplish such projects, levy the assessments to be paid by its members to fund such budget, and determine when such assessments are due. The sum due and owing from each Unit Owner as a member of the Master Beautification Association shall be secured by a lien upon the Unit of each of the respective Unit Owner members and said lien is subject to being foreclosed in the same manner as mortgages are foreclosed in the State of Florida. The amount secured by such lien shall include all costs as well as court costs and reasonable attorneys' fees incurred to collect such sum, whether in or out of court, as well as the amount of unpaid assessment applicable thereto and interest thereon.

Section 3. Renaissance Maintenance Association Inc.

a. Declaration. The Property is and shall be subject to the terms and conditions of that certain Maintenance Declaration of Covenants, Conditions and Restrictions for Renaissance as recorded in the public records of Hillsborough County, Florida ("**Renaissance Maintenance Declaration**"). Accordingly, each Lot is subject to the terms and provisions of the Renaissance Maintenance Declaration, and each Unit Owner, by virtue of his acceptance of a deed or other Instrument of conveyance of his Lot, shall become a member of the Renaissance Maintenance Association, Inc., a Florida not-for-profit corporation, hereinafter referred to as the "**Renaissance Maintenance Association.**" The Renaissance Maintenance Association, pursuant to the Renaissance Maintenance Declaration, is responsible for the maintenance, repair, replacement and/or reconstruction obligations of certain areas and facilities contained within the overall Renaissance development area.

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b. Purpose. The principal purposes of the Renaissance Maintenance Association shall be to (a) undertake the maintenance of landscaping and other beautification features of the medians, rights-of-way and other described lands lying along Pebble Beach Boulevard South and within the other roadways serving the various portions of the overall Renaissance development area at a level higher than would otherwise be achieved by county, state or other governmental bodies, (b) provide for street lighting in the overall Renaissance development area pursuant to contract or other agreement, (c) maintain lakes and water bodies and drainage facilities, pipes and lines contained within the overall Renaissance development area, as same are described in the Renaissance Maintenance Declaration or otherwise described on plats of the various lands contained within the overall Renaissance development area, and (d) all other matters as contemplated under the Renaissance Maintenance Declaration. The board of directors of the Renaissance Maintenance Association shall determine the budget required to accomplish such projects, collect the funds necessary to fund the Renaissance Maintenance Association's obligations, and determine when such assessments are due. If the Renaissance Maintenance Association levies an assessment against each Unit Owner on the basis of their membership in the Renaissance Maintenance Association, then the sums due and owing from each Unit Owner shall be secured by a lien upon the Lot of each of the respective Unit Owner Members, and said lien is subject to being foreclosed in the same manner as mortgages are foreclosed in the State of Florida. The amount secured by such lien shall include all costs as well as court costs and reasonable attorneys' fees incurred to collect such sum, whether in or out of court, as well as the amount of unpaid assessment applicable thereto and interest thereon.

Section 4. Club Renaissance. Each Lot is subject to the terms and conditions of that certain Declaration of Recreational Use Pertaining to Club Renaissance as has been or shall be recorded In the public records of Hillsborough County, Florida ("Club Renaissance Declaration"), which pertains to recreational amenities available for use by Neighborhood residents, as well as by certain other Sun City Center residents, commonly known as Club Renaissance. Club Renaissance is not subject to this Declaration. Club Renaissance is located in close proximity to the Property. The facilities of Club Renaissance shall be owned by Developer or some other entity. Every Unit Owner will be a member of Club Renaissance, will be obligated to pay for the usage of the Club Renaissance facilities and will be permitted to utilize the Club Renaissance facilities, all in accordance with the provisions of the Club Renaissance Declaration. It should be noted that Developer has the right, in its sole discretion to permit individuals other than Neighborhood owners and residents to utilize Club Renaissance, as provided further in the Club Renaissance Declaration. Membership in the Association does not include any rights of use of Club Renaissance. The use of Club Renaissance may result in an increase in the number of persons using the roads which provide access to and from the Neighborhood. Developer hereby reserves unto itself and also the right to unilaterally grant over, across and through the Property any non-exclusive easements which may be required for the use, operation and enjoyment of Club Renaissance and its facilities and amenities. The owner of Club Renaissance shall have the right to provide from time to time rules and regulations governing the use and operation of Club Renaissance.

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**ARTICLE XVII
MANAGEMENT AGREEMENT**

The Association has entered into or may enter into a Management Agreement for the Association. The general purpose thereof is to contract for the management and maintenance of the Subdivision and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds as shall be made available by the Association for such purposes. The Association, its directors and its officers shall, however, retain at all times the powers and duties granted by the Association Documents, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, and by virtue of said party's taking title to a Unit, said Owner shall be deemed to have agreed to, confirm and ratify the following:

A. Adopting, ratifying and consenting to the execution of said Management Agreement by the Association.

B. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Management Agreement.

C. Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

D. Agreeing that the persons acting as Directors and officers of the Association entering into such an Agreement have not breached any of their duties or obligations to the Association.

E. It is specifically recognized that some or all of the persons comprising the original Board of Directors and officers of the Association are or may be stockholders, officers and directors of the Management Firm, and that such circumstance shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement, in whole or in part.

F. The acts of the Board of Directors and officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

**ARTICLE XVIII
REQUIREMENTS OF FNMA AND FHLMC**

Section 1. Priority Provisions. Notwithstanding anything herein to the contrary set forth in this Declaration and its attached Exhibits, the following shall prevail and be binding on all Unit Owners, the Declarant, and anyone having an interest in the Subdivision where a lender holds a mortgage upon a Unit and is subject to the Federal Home Loan Mortgage Corp., Federal National Mortgage Association and/or Veterans Administration regulations:

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a. Any "right of first refusal" contained in the Association constituent documents shall not impair the right of a first mortgagee to:

(i) Foreclose or take title to a Unit pursuant to the remedies provided in the mortgage, or

(ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or

(iii) Lease a Unit acquired by the mortgagee.

b. Any mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee, as provided by Florida Statutes § 720.3085.

c. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Areas, unless at least two-thirds (2/3) of the first mortgagees (based on one vote for each first mortgage owned), or owners (other than the Declarant or builder) of the individual Units have given their prior written approval, the Association shall not be entitled to:

(i) By act or omission, seek to abandon or terminate the Association;

(ii) Change the pro-rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata share of ownership of each Unit in the Common Areas;

(iii) Partition or subdivide any Lot;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas Project shall not be deemed a transfer within the meaning of this clause.);

(v) Use hazard insurance proceeds for losses to any Association Property (whether to Units or to Common Areas) for other than the repair, replacement or construction of such Association Property.

d. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Subdivision Property as a whole.

e. No provision of the Association Documents gives a Unit Owner, or any other party, priority over any rights of the first mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner or owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Areas.

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f. Unless waived pursuant to Florida Statutes § 718.112(2)(f), or by the Declarant in accordance with this Declaration, Association dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Areas that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

g. The Association may cancel, without penalty or cause, any contract or lease made by it before Unit Owners, other than the Declarant, assume control of the Association, upon written notice to the other party.

h. Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any mortgage of any Unit in the Subdivision:

(i) Notice of any condemnation or casualty loss that affects a material portion of the Subdivision Property or the applicable Unit.

(ii) Notice of any delinquency and the payment of the assessments more than sixty (60) days past due as to the applicable Unit.

(iii) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(iv) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

i. Notwithstanding anything herein set forth in this Declaration for purposes of this Declaration, the term "institutional mortgagee" shall be construed to include the Federal Home Loan Mortgage Corp. and Federal National Mortgage Association.

j. The Association shall purchase and maintain policies of insurance and fidelity bond coverage in accordance with requirements under Section 803.07P of the FNMA Conventional Home Mortgage Selling Contract supplement and any requirements of Florida law.

[Execution of this document follows immediately on next page]

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[Execution referred to on immediately preceding page]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal as of the date first appearing above.

WITNESSES:

MINTO COMMUNITIES, LLC, a Florida limited liability company
10150 Highland Manor Drive, Suite 200
Tampa, Florida 33610-9712

Michael J. Belmont
Printed Name: Michael J. Belmont

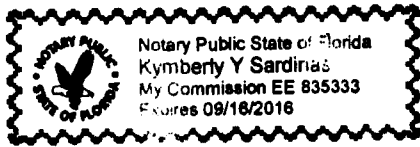
By: *[Signature]*
Its: VICE PRESIDENT

Kathryn DeWitt
Printed Name: Kathryn DeWitt

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 8th day of May, 2014 by William Bullock as Vice President of MINTO COMMUNITIES, LLC, a Florida limited liability company, on behalf of the corporation, who personally known to me or has produced _____ as identification.

(SEAL)



Kimberly Y. Sardinas
Print Name: Kimberly Y. Sardinas
Notary Public, State of Florida

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EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land lying in Section 18, Township 32 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 18, run thence along the North boundary of the Northwest $\frac{1}{4}$ of said Section 18, S.89°36'23"E., 1622.61 feet; thence S.00°23'37"W., 238.93 feet to the **POINT OF BEGINNING**; thence N.89°47'40"E., 165.42 feet; thence N.89°47'36"E., 466.35 feet; thence N.86°47'43"E., 503.70 feet to a point on a non-tangent curve; thence Southerly, 518.61 feet along the arc of said curve to the right having a radius of 271.00 feet and a central angle of 109°38'48" (chord bearing S.21°55'53"E., 443.02 feet); thence S.32°53'30"W., 132.00 feet to a point on a non-tangent curve; thence Southerly, 401.50 feet along the arc of said curve to the left having a radius of 551.00 feet and a central angle of 41°45'02" (chord bearing S.12°01'00"W., 392.68 feet); thence S.08°51'30"E., 2.00 feet to a point on a non-tangent curve; thence Easterly, 504.40 feet along the arc of said curve to the left having a radius of 227.40 feet and a central angle of 127°05'31" (chord bearing S.72°51'38"E., 407.17 feet) to a point on a non-tangent curve, said point being on the Westerly boundary of SUN CITY CENTER UNIT 270 as recorded in Plat Book 103, Page 157 of the Public Records of Hillsborough County Florida; thence along said Westerly boundary of SUN CITY CENTER UNIT 270 the following three (3) courses: 1) Southwesterly, 48.05 feet along the arc of said curve to the left having a radius of 180.00 feet and a central angle of 15°17'47" (chord bearing S.35°31'54"W., 47.91 feet); 2) S.27°53'00"W., 130.96 feet to a point of curvature; 3) Southerly, 230.35 feet along the arc of a curve to the left having a radius of 195.00 feet and a central angle of 67°40'57" (chord bearing S.05°57'29"E., 217.19 feet); thence N.76°17'36"W., 279.39 feet; thence N.82°16'54"W., 418.77 feet to a point on a non-tangent curve; thence Southwesterly, 225.84 feet along the arc of said curve to the left having a radius of 285.00 feet and a central angle of 45°24'06" (chord bearing S.37°34'56"W., 219.97 feet); thence S.14°52'53"W., 703.05 feet; thence S.29°22'38"E., 92.54 feet to a point on a non-tangent curve said point being on the Northerly boundary of SUN CITY CENTER UNIT 263 as recorded in Plat Book 91, Page 72 of the Public Records of Hillsborough County Florida; thence along said Northerly boundary of SUN CITY CENTER UNIT 263 the following two (2) courses: 1) Southwesterly, 45.29 feet along the arc of said curve to the right having a radius of 860.00 feet and a central angle of 03°01'03" (chord bearing S.60°27'56"W., 45.29 feet); 2) S.61°58'28"W., 4.71 feet; thence N.29°22'38"W., 176.21 feet to a point of curvature; thence Northerly, 93.76 feet along the arc of a curve to the right having a radius of 250.00 feet and a central angle of 21°29'16" (chord bearing N.18°38'00"W., 93.21 feet); thence S.82°09'27"W., 263.24 feet to a point on a non-tangent curve; thence Westerly, 508.38 feet along the arc of said curve to the right having a radius of 465.00 feet and a central angle of 62°38'28" (chord bearing S.80°07'35"W., 483.44 feet) to a point on a non-tangent curve; thence Southwesterly, 5.44 feet along the arc of said curve to the right having a radius of 1970.00 feet and a central angle of 00°09'30" (chord bearing S.37°02'45"W., 5.44 feet) to a point on the Easterly boundary of SUN CITY CENTER UNIT 40 as recorded in Plat Book 60, Page 42 of the Public Records of Hillsborough County Florida; thence along said Easterly boundary of SUN CITY CENTER UNIT 40 the following two (2) courses: 1) N.68°08'51"W., 244.26 feet; 2) N.30°08'51"W., 357.00 feet; thence N.44°00'21"E., 902.95 feet; thence N.31°31'11"E., 405.00 feet; thence N.04°55'36"W., 185.26 feet; thence N.22°08'31"W., 291.63 feet; thence N.73°58'40"W., 100.09 feet to a point on the Easterly

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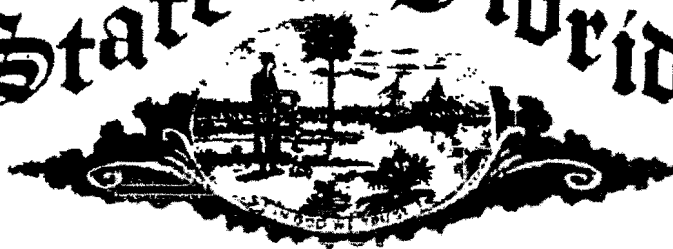
boundary of SUN CITY CENTER UNIT 277-PHASE II as recorded in Plat Book 72, Page 7 of the Public Records of Hillsborough County Florida; thence along said Easterly boundary of SUN CITY CENTER UNIT 277-PHASE II the following two (2) courses: 1) N.22°57'21"E., 14.78 feet; 2) N.14°15'46"E., 60.00 feet to a point on a non-tangent curve; thence Easterly, 139.90 feet along the arc of said curve to the left having a radius of 970.00 feet and a central angle of 08°15'49" (chord bearing S.79°52'09"E., 139.78 feet); thence N.06°01'57"E., 163.05 feet to the **POINT OF BEGINNING**.

Containing 61.959 acres, more or less.

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EXHIBIT "B"
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ARTICLES OF INCORPORATION OF ASSOCIATION

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State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of VERONA AT RENAISSANCE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on February 27, 2014, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H14000049231. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N14000001971.

Authentication Code: 114A00004514-022614-N14000001971-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Tenth day of March, 2014



Ken Detzner
Ken Detzner
Secretary of State

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ARTICLES OF INCORPORATION

OF

VERONA AT RENAISSANCE HOMEOWNERS' ASSOCIATION, INC.

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a not-for-profit corporation under the laws of the State of Florida.

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

The name of this corporation is VERONA AT RENAISSANCE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter called the "Association" in these Articles). The principal office and mailing address of the Association is 10150 Highland Manor Drive, Suite 200, Tampa, Florida 33610.

**ARTICLE II
OFFICE AND REGISTERED AGENT**

The Association's initial registered office is 400 North Ashley Drive, Suite 1100 Tampa, Florida 33602. The Association's initial registered agent is Brickleyer Law Group, P.L. who maintains a business office at 400 North Ashley Drive, Suite 1100, Tampa, Florida 33602. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

**ARTICLE III
PURPOSE**

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of common areas and residential lots and dwellings within the Association as provided for in the Declaration of Covenants and Restrictions for Verona At Renaissance as recorded in the public records of Hillsborough County, Florida, and all other properties which may hereafter be made subject to the Declaration as defined below.

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ARTICLE IV
POWERS

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Without limitation this Association is empowered to:

(a) Declaration. Exercise all rights, powers, privileges, and perform all duties of this Association set forth in that certain Declaration of Covenants and Restrictions for Verona At Renaissance (hereinafter called The "Declaration") applicable to the Property and recorded or to be recorded in the Public Records of Hillsborough County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs;

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property;

(e) Borrowing. Borrow money and, with the approval of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations;

(f) Dedications. With the approval of a two-thirds (2/3) vote of the members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility;

(g) Mergers. With the approval of a two-thirds (2/3) vote of the members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes;

(h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Areas and Limited Common Areas (as those terms are defined in the Declaration) consistent with the rights and duties established by the Declaration and these Articles;

(i) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles,

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or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

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(j) Enforcement. Enforce by legal means the obligations of the members of this Association and the provisions of the Declaration;

(k) Litigation. Sue or be sued;

(l) Surface Water Management. Operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, and to contract for services for operation and maintenance of the surface water management system facilities;

(m) Other. Engage in all lawful acts permitted or authorized by law.

**ARTICLE V
MEMBERSHIP**

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot (as defined in the Declaration) that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of a Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by record conveyance or other transfer of title of a Lot.

**ARTICLE VI
VOTING RIGHTS**

The voting rights of members are as set forth in the Declaration. So long as there is Class B membership (as defined in the Declaration), whenever a provision herein calls for approval of the members it means approval of the aggregate voting rights of the members.

**ARTICLE VII
BOARD OF DIRECTORS**

This Association's affairs are managed by a Board of Directors initially composed of three Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be either three (3) members or five (5) members. Election of directors shall take place in accordance with the By-laws of the Association; cumulative voting for Directors is not permitted.

The initial members of the Board of Directors shall be as follows, and each member shall

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hold office until his or her successor has been duly elected and qualified:

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<u>Name</u>	<u>Address</u>
Wayne DeYorgi	10150 Highland Manor Drive, Suite 200 Tampa, Florida 33610-9712
Dutch Neuweiler	10150 Highland Manor Drive, Suite 200 Tampa, Florida 33610-9712
Brian Cale	10150 Highland Manor Drive, Suite 200 Tampa, Florida 33610-9712

**ARTICLE VIII
OFFICERS**

The affairs of the Association shall be administered by a President, a Vice President, a Secretary/Treasurer, and such other officers as the Board of Directors of the Association may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Secretary. Officers of the Association shall be those set forth herein or elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors of the Association. The names and addresses of the officers who shall serve, until their successors are designated by the Board of Directors of the Association are as follows:

	<u>Name</u>	<u>Address</u>
President	Wayne DeYorgi	10150 Highland Manor Drive, Suite 200 Tampa, FL 33610-9712
Vice President	Dutch Neuweiler	10150 Highland Manor Drive, Suite 200 Tampa, FL 33610-9712
Secretary/ Treasurer	Brian Cale	10150 Highland Manor Drive, Suite 200 Tampa, FL 33610-9712

**ARTICLE IX
INDEMNIFICATION**

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceedings or the settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he or she is a Director or Officer at the time

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such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance or found to have breached his or her fiduciary duty in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

**ARTICLE X
DURATION**

This Association exists perpetually.

**ARTICLE XI
DISSOLUTION**

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the consent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets, together with the control or right of access to any property containing the surface water management system facilities, shall be conveyed or dedicated to an appropriate governmental unit or public utility to be used for purposes similar to those for which this Association was created. If any such conveyance or dedication is refused, such assets, together with the control or right of access to any property containing the surface water management system facilities shall be granted, conveyed, and assigned to a non-profit corporation or other organization similar to the Association and devoted to such similar purposes. In no event, however, may any assets inure to the benefit of any member or other private individual.

**ARTICLE XII
BY-LAWS**

This Association's By-Laws will initially be adopted by the Board of Directors. Thereafter, the By-Laws shall be altered, amended, or rescinded solely by the approval of the Board of Directors. In certain circumstances set forth in the Declaration or as may be set forth in any future supplemental declaration the members may have authority to approve amendments to the By-laws; in those circumstances such provisions shall control the alteration, amendment or rescission of the By-laws.

**ARTICLE XIII
AMENDMENTS**

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval of two-thirds (2/3) of the aggregate votes at a meeting of members at which a quorum is present. In certain circumstances set forth in the Declaration or as may be set forth in any future supplemental declaration the members may have authority to approve amendments to these Articles by a different percentage of the members; in those circumstances such provisions shall control the amendment to these Articles.

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**ARTICLE XIV
FNMA/FHA/VA APPROVAL**

As long as there is a Class B membership in the Association, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA) if required by FNMA, FHA or VA rules and regulations:

- (a) Amendment of these Articles of incorporation; or
- (b) Merger, consolidation and/or dissolution of the Association.
- (c) Annexation of additional properties.
- (d) Mortgaging of Common Areas.

**ARTICLE XV
INTERPRETATION**


Express reference is made to the Declaration if necessary to interpret, construe, and clarify the provisions of these Articles. By subscribing and filing these Articles, the incorporator intends for its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results. In the event of a conflict, the order of priority for interpretation shall be the Declaration, these Articles, and the By-laws of the Association.

**ARTICLE XVI
INCORPORATOR**

The name and residence of the incorporator is:

Name: Keith W. Bricklemyer, Esq.
Address: 400 North Ashley Drive, Suite 1100
Tampa, Florida 33602

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 27th day of February, 2014.



Keith W. Bricklemyer
Incorporator

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING THE REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED

VERONA AT RENAISSANCE HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office as indicated in its Articles of Incorporation has named Bricklemyer Law Group, P.L., whose business office is 400 North Ashley Drive, Suite 1100, Tampa, Florida 33602, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 617.0503, Florida Statutes, relative to the proper and complete performance of my duties.

BRICKLEMYER LAW GROUP, P.L.

By:



Keith W. Bricklemyer

Its:

Shareholder

Date:

February 27, 2014

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BY-LAWS OF ASSOCIATION

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BY-LAWS
OF

VERONA AT RENAISSANCE HOMEOWNERS' ASSOCIATION, INC.

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is VERONA AT RENAISSANCE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 10150 Highland Manor Drive, Suite 200, Tampa, Florida 33610 or such other place as is designated by the Board of Directors, but meetings of the members of this Association and directors may be held at such places within Hillsborough County, Florida, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

The definitions of capitalized terms set forth in the Declaration of Covenants and Restrictions for Verona at Renaissance (the "Declaration") are hereby incorporated by reference.

**ARTICLE III
MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members of this Association (the "Members") shall be held within the first ninety (90) days of the calendar year subsequent to the year of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within the same calendar quarter of each succeeding year at the discretion of the Board of Directors. Member meetings will not be held on any day that is a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Notice shall also be posted in a conspicuous place 48 hours in advance of the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of limited or general proxies entitled to cast, twenty percent (20%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, the Articles of Incorporation or Declaration, decision shall be made by a majority of the voting interests represented at a meeting at which a quorum in present.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary prior to its use. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or these By-Laws or for any matter that requires or permits a vote of the Members.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number and Qualification. During the Class “B” Control Period, as defined in the Declaration, the affairs of this Association shall be managed by a board of three (3) directors appointed by Minto Communities, LLC (“Minto”) who shall serve at the pleasure of Minto (or any party to which Minto assigns such rights). Such directors need not be Association members. Thereafter the Board of Directors shall consist of either three (3) members or five (5) members as determined by the Members at each annual meeting. Such elected directors must be members of the Association. If there are only three (3) Directors, at least one must be the Owner of an Attached Unit. If there are five (5) Directors, at least two (2) must be Attached Unit Owners. During the Class “B” Control Period, any person eighteen (18) years of age or older may be appointed to the Board of Directors.

Section 2. Term of Office. After termination of the Class “B” Control Period, the term of office for all directors shall be one year. The initial directors of the Association set forth in the Articles of Incorporation shall hold office as determined by Minto (or any such party to which Minto has assigned such rights) until the termination of the Class “B” Control Period. Thereafter, election of directors shall take place at each annual meeting.

Section 3. Removal and Vacancies. Except for members of the Board of Directors appointed by the Class B Member, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may

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render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

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**ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS**

Section 1. During Class “B” Control Period. During the Class “B” Control Period, Minto (or any such party to which Minto has assigned such rights) shall appoint the members of the Board of Directors, who shall serve at the pleasure of Minto (or any such party to which Minto has assigned such rights). After the end of the Class “B” Control Period, Members shall be entitled to elect a majority of the members of the Board of Directors in accordance with this Article.

Section 2. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. After the end of the Class “B” Control Period, such nominations may be made from among Members.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Use of Proxy. For election of members of the Board of Directors, Members shall vote in person at a meeting of the Members or by a ballot that the Member personally casts.

**ARTICLE VI
MEETINGS OF DIRECTORS**

Section 1. Meetings. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Property, Limited Common Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and rights to use of the Common Property of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deemed necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Association, by and through the Board of Directors, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote, at least ten (10) days prior to the meeting or special meeting; all such records to be retained for at least seven (7) years;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) establish the annual Association Budget and fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each annual budget to every Owner within ten (10) days after written request for same;

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

(d) issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

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(g) cause the Common Property to be maintained and perform all other maintenance functions as required by the Declaration; and

(h) establish prior to the beginning of the fiscal year and prior to setting the assessments of the coming year, an annual budget for the Association, including maintenance of Common Property, and to establish reserve accounts for replacement of those parts of the Common Property which have a limited useful life span.

(i) initiate or defend litigation on behalf of the Association

Section 3. Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board of Directors are open to all Members, except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board of Directors meetings must be posted in a conspicuous place on the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Property, notice of each Board of Directors meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. An assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board of Directors meetings, except that secret ballots may be used in the election of officers.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the

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date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

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**ARTICLE VIII
COMMITTEES**

The Association shall appoint such committees as required by the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE IX
BOOKS AND RECORDS**

Section 1. The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by Members, or their authorized representatives, and Board members at reasonable times. The Association shall retain these minutes for at least 7 years.

Section 3. The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

(a) A copy of the plans, specifications, permits, and warranties for the improvements to the Common Property, but not including the construction drawings of the individual Units and Lots.

(b) A copy of the By-Laws of this Association and of each amendment to the By-Laws.

(c) A copy of the Articles of Incorporation of the Association, or other documents creating the Association, and of each amendment thereto.

(d) A copy of the Declaration and each amendment thereto.

(e) A copy of the current rules of the Association.

(f) The minutes of all meetings of the Association, of the Board of Directors and of Members, which minutes shall be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses, parcel identifications, and, if known, telephone numbers.

(h) All current insurance policies of the Association or a copy thereof, which policies must be retained for at least seven (7) years.

(i) A current copy of all contracts to which the Association is a party, including any

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management agreement, lease, or other contract to which the Association is a party or under which the Association has an obligation or responsibility. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

(j) Accounting records for the Association and separate accounting records for each parcel, according to generally accepted accounting principles. All accounting records shall be maintained for at least seven (7) years. The accounting records shall be open to inspection by Members or their authorized representatives at reasonable times. The failure of the Association to permit inspection of its accounting records by a Member or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:

1. Accurate, itemized, and detailed records of all receipts and expenditures.
2. A current account and a periodic statement of the account for each Member of the Association, designating the name of the Member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
3. All tax returns, financial statements, and financial reports of the Association.
4. Any other records that identify, measure, record, or communicate financial information.

**ARTICLE X
ASSESSMENTS**

Each Member is obligated to pay to the Association all assessments as provided for in the Declaration, which assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest at the rate of eighteen percent per annum (18%), and shall be subject to a late fee of Twenty-Five Dollars (\$25.00). The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

**ARTICLE XI
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Verona at Renaissance Homeowners' Association, Inc., and within the center the word "Florida" and the year of incorporation.

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**ARTICLE XII
AMENDMENTS**

Section 1. During the Declarant Control Period, Declarant may unilaterally amend the By-Laws for any purpose, except as otherwise provided by law. After the Declarant Control Period ends, these By-Laws may be amended, at a regular or special meeting of the Members at which a quorum of Members is present, by a majority of the votes present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and the By-Laws, the Declaration shall control.

**ARTICLE XIII
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of April and end on the 31st day of March of every year, except that the first fiscal year shall begin on the date of incorporation.

**ARTICLE XIV
FNMA/FHA/VA APPROVAL**

As long as there is a Class B membership, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA) if required by FNMA, FHA or VA rules and regulations:

- (a) Amendment of these Bylaws; or
- (b) Merger, consolidation and/or dissolution of the Association.
- (c) Annexation of additional properties.
- (d) Mortgaging of Common Area.

**ARTICLE XV
RIGHT OF MEMBERS TO PEACEFULLY ASSEMBLE**

All Common Areas serving the Association shall be available to Members and their invited guests for the use intended for such areas. The entity or entities responsible for the operation of the Common Areas may adopt reasonable rules and regulations pertaining to the use of such Common Areas. No entity or entities shall unreasonably restrict any Member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas.

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INDEMNIFICATION OF OFFICERS AND DIRECTORS
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To the fullest extent permitted by law, the Association shall indemnify any person who is or was a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or other type of proceeding (other than an action by or in the right of the Association), whether civil, criminal, administrative, investigative or otherwise, and whether formal or informal, by reason of the fact that such person is or was a director or officer of the Association or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against judgments, amounts paid in settlement, penalties, fines (including an excise tax assessed with respect to any employee benefit plan) and expenses (including attorneys' fees, paralegals' fees and court costs) actually and reasonably incurred in connection with any such action, suit or other proceeding, including any appeal thereof, if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, if such person had no reasonable cause to believe such person's conduct was unlawful. The termination of any such action, suit or other proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful. The foregoing indemnification obligations shall be controlled and interpreted by applicable Florida statutes with respect to the indemnification of directors and officers of a not-for-profit corporation.

Adopted pursuant to Organizational Minutes of the Association as of _____, 2014.