

This instrument prepared by and
after recording return to:

Jeffrey P. Wieland, Esq.
AKERMAN SENTERFITT
420 South Orange Avenue, 12th Floor
Orlando, Florida 32801

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**ASSIGNMENT OF DECLARANT'S RIGHTS AND
OBLIGATIONS UNDER DECLARATION OF
PROTECTIVE COVENANTS FOR WINTERLAKES**

**THIS ASSIGNMENT OF DECLARANT'S RIGHTS AND OBLIGATIONS
UNDER DECLARATION OF PROTECTIVE COVENANTS FOR WINTERLAKES**
("Assignment") is made as of this 7 day of August, 2006, by and between **WINTERLAKES,
INC.**, a Florida corporation, whose mailing address is P.O. Box 2067, Silverthorne, Colorado
80498 ("Assignor"), and **MARONDA HOMES, INC. OF FLORIDA**, a Florida corporation,
whose address is 3993 West First Street, Sanford, Florida 32771 ("Assignee").

RECITALS:

A. Assignor is the "Declarant" under that certain Declaration of Protective
Covenants for Winterlakes, recorded at Official Records Book 2114, Page 185, Public Records
of Saint Lucie County, Florida (the "Declaration"), which Declaration encumbers that certain
real property located in Saint Lucie County, Florida, known generally as Winterlakes and more
particularly described in the Declaration.

B. By execution of this Assignment, and in accordance with the provisions of Article
I, Section 1(k) of the Declaration, Assignor intends to assign and transfer to Assignee, and
Assignee intends to accept, all of Assignor's rights, title, interests and obligations as the
"Declarant" under the Declaration.

NOW, THEREFORE, in consideration of the premises, and for and in consideration of
the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of
which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree
as follows:

1. **RECITALS.** The foregoing recitals are true and correct and, by this reference, are
hereby incorporated into this Assignment as if fully set forth herein.

2. **ASSIGNMENT.** Pursuant to, and in compliance with, the provisions of Article I,
Section 1(k) of the Declaration, Assignor does hereby grant, assign, transfer and set over unto

Assignee all of Assignor's rights, title, interests and obligations as the "Declarant" under the Declaration.

3. **ACCEPTANCE.** Assignee does hereby accept the foregoing grant, assignment, transfer and set over from Assignor of all of Assignee's rights, title, interests and obligations as the "Declarant" under the Declaration.

4. **NOTICE.** Any notices required to be given under the Declaration to the "Declarant" shall be given to Assignee at the address set forth in the initial paragraph of this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Declaration the day and year first above written.

WITNESSES:

[Signature]
Print Name: DA WERTENTEL

[Signature]
Print Name: WAIVE FORBES

"ASSIGNOR"

WINTERLAKES, INC.,
a Florida corporation

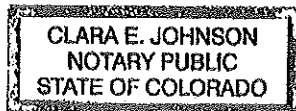
By: [Signature]
Carol Ann Cardella, President

(Corporate Seal)

STATE OF Colorado
COUNTY OF Summit

State of Colorado County of Summit
Subscribed and sworn to before me on 8-17-06
[Signature]
Clara E. Johnson

The foregoing instrument was acknowledged before me this 17 day of August, 2006, by Carol Ann Cardella, as President of Winterlakes, Inc., a Florida corporation, on behalf of the corporation. She (check one) is personally known to me or has produced _____ as identification.



[Signature]
Print Name: Clara E. Johnson
Notary Public, State of Colorado
Commission No.: _____
My Commission Expires: _____

My Commission Expires 10-20-2009

WITNESSES:

"ASSIGNEE"

MARONDA HOMES, INC. OF FLORIDA,
a Florida corporation

R. Walsh
Print Name: Rob Walsh

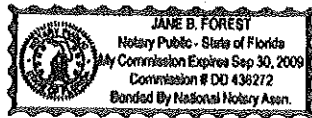
Wayne Von Dreele
By: Wayne Von Dreele, President
(Corporate Seal)

Jane B. Forest
Print Name: Jane B. Forest

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 8th day of August, 2006, by Wayne Von Dreele, as President Maronda Homes, Inc. of Florida, a Florida corporation, on behalf of the corporation. He (check one) is personally known to me or has produced _____ as identification.



Jane B. Forest
Print Name: Jane B. Forest
Notary Public, State of Florida
Commission No. DD 436272
My Commission Expires: Sept. 30, 2009

COOL

Prepared By & Return to:
Scott J. Fuerst, Esq.
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
200 East Broward Blvd.
Suite 1500
Fort Lauderdale, Florida 33301

Property Appraiser's Parcel
Identifying No. 3301-800-0013-000/3

DECLARATION OF PROTECTIVE COVENANTS

FOR

WINTERLAKES

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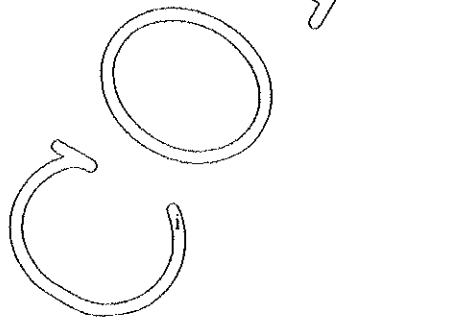
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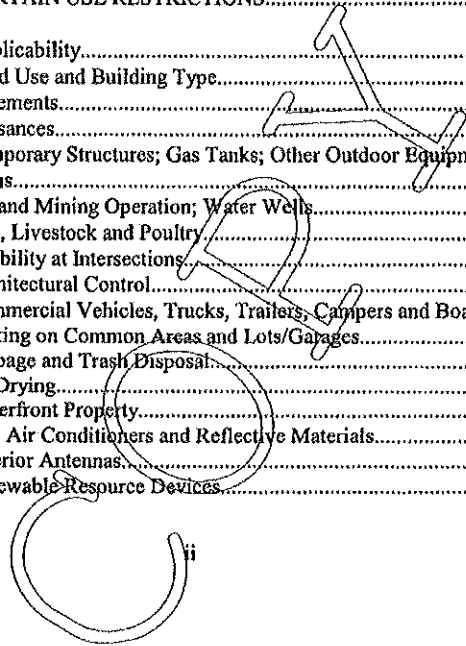
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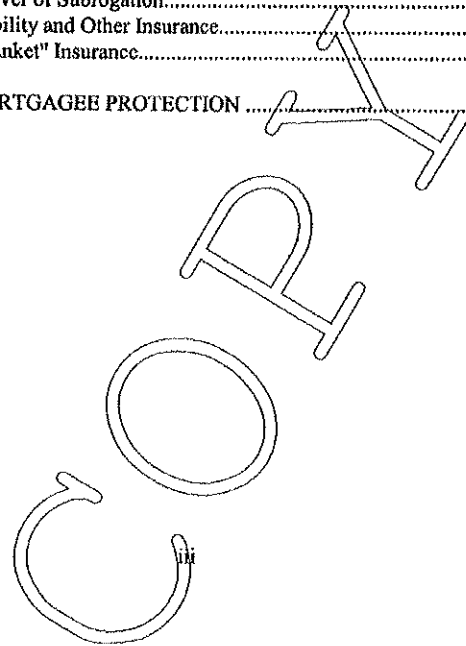
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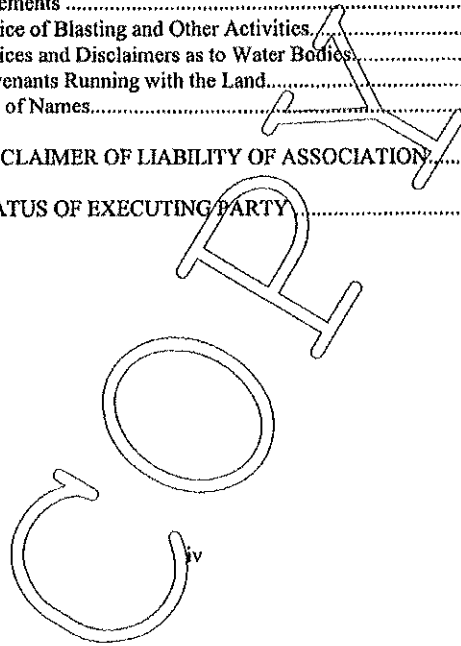
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EXHIBITS

- Exhibit "A" - Articles of Incorporation
- Exhibit "B" - By-Laws
- Exhibit "C" - Initial Portion of The Common Areas
- Exhibit "D" - Initial Designation of Neighborhoods
- Exhibit "E" - Description of The Properties

COPY

DECLARATION OF PROTECTIVE COVENANTS

FOR

WINTERLAKES

THIS DECLARATION is made this 1st day of December, 2004, by BRISBEN FAMILY LIMITED PARTNERSHIP, a Georgia limited partnership, which declares hereby that "The Properties" described in Article II of this Declaration and all additions thereto made per that Article are and shall be held, transferred, sold conveyed, occupied and used subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1. Definitions. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Articles" or "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association (as defined below), as amended from time to time, the original Articles of Incorporation being attached hereto and made a part hereof as Exhibit "A".

(b) "Association" shall mean and refer to WINTERLAKES PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation not for profit, with "Board" or "Board of Directors" being the Board of Directors of the Association.

(c) "Assessments" shall mean and refer to the sums levied from time to time against Lots by the Association for the purposes set forth in this Declaration. The specific types of Assessments are described in Article V, Section 2 hereof.

(d) "Builder" shall mean and refer to any party, other than the Declarant, constructing a Unit on a Lot or Tract owned by such party; provided, however, that a party constructing a Unit on a Lot owned by another party shall not be deemed a "Builder".

(e) "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time, the original Bylaws being attached hereto and made a part hereof as Exhibit "B".

(f) "Common Areas" shall mean and refer to the real and personal property maintained by the Association (other than Lots, if any are so maintained), whether or not owned by or dedicated to it, for the general benefit of the Members and The Properties; the initial Common Areas are described on Exhibit "C" attached hereto and made a part hereof. The Common Areas consist of the portions of The Properties within the following categories:

"Exclusive Common Areas" - being those Common Areas which are for the exclusive use and/or benefit of one or more, but not all, Owners within a Neighborhood, whether or not owned by the Association.

"General Common Areas" - being those Common Areas owned by the Association which are for the general use and/or benefit of all of the Members.

"Maintenance Common Areas" - being property within or without The Properties which is not owned by the Association but is nevertheless to be maintained or administered by it pursuant to an easement, license or agreement with a Neighborhood Association, the City, the County or any other person or entity, which maintenance/administration affords benefits to the Members.

"Neighborhood Common Areas" - being property primarily for the use and/or benefit of Members within a particular Neighborhood(s), whether or not owned by the Association.

A specific property may be classified as more than one type of Common Area. For example, a Maintenance Common Area may also be a Neighborhood Common Area if it is not owned by the Association but is to be maintained by it per a separate agreement and primarily serves or benefits a Neighborhood(s) to the exclusion of others.

As used herein, the term "Common Areas" shall include all of the foregoing types thereof unless specifically provided to the contrary or if the context clearly indicates otherwise.

By way of clarification, property owned by the City, the County or any other governmental or quasi-governmental entity shall not be deemed a Common Area, notwithstanding any common usage thereof by the Members, unless and only to the extent any portion thereof is a Maintenance Common area, as defined above.

(g) "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now in general use) installed by Declarant or pursuant to any grant of easement or authority by Declarant within The Properties and serving more than one Lot/Unit.

(h) "City" shall mean and refer to Port St. Lucie, Florida, either as a geographical area or as a political subdivision of the government of the State of Florida, as the context requires, and is located within the County.

(i) "Conservation Area" shall mean the common areas set aside to satisfy local, state and federal permitting requirements, such as mitigation or upland preservation. Conservation

areas shall remain in a natural condition, with the exception of mitigation monitoring and maintenance activities as required by permits.

(j) "County" shall mean and refer to St. Lucie County, Florida, either as a geographical area or as a political subdivision of the government of the State of Florida, as the context requires.

(k) "Declarant" shall mean and refer to WINTERLAKES, INC. a Florida corporation, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned by a written instrument recorded in the Public Records of the County. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of The Properties. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis.

(l) "Environmental Resource Permit" shall mean those surface water management development permits issued by the South Florida Water Management District pursuant to Permit Modification No. 56-00466-S-12.

(m) "Lot" shall mean and refer to any lot on any plat of all or a portion of The Properties, which plat is designated by Declarant hereby or by any other recorded instrument to be subject to these covenants and restrictions; any lot shown upon any subdivision of any such plat; for purposes of voting and assessments, an allocation thereof to a Tract; and any other property hereafter declared as a Lot by Declarant and thereby made subject to this Declaration; Lots may be:

- a. "Commercial Lots," which term shall mean and refer to any Lot that shall be, or shall be intended to be, improved for commercial uses.
- b. "Institutional Lots," which term shall mean and refer to any Lot that shall be, or shall be intended to be, improved for institutional uses, including public park facilities.
- c. Lots other than Commercial Lots and Institutional Lots shall be used for residential purposes and shall sometimes be denoted as "Residential Lots".

(n) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.

(o) "Member's Permittee" shall mean and refer to a person described in Article VIII, Section 3 hereof.

(p) "Master Plan" shall have the meaning set forth in Article XIV, Section 2 hereof.

(q) "Mitigation Plan" shall mean that plan which was approved by the South Florida Water Management District to implement the requirements mandated by the Environmental Resource Permit issued in conjunction with the development of The Properties, or any portion therein.

(r) "Modifications Committee" shall mean and refer to the committee of the Association established per Article VII, Section 10 hereof for the purpose of receiving and approving or disapproving requests for modifications to improvements on Lots and for the promulgation of rules and regulations pertaining to such process.

(s) "Neighborhood" shall mean and refer to a portion of The Properties designated as such herein or in a Supplemental Declaration (as hereinafter defined), the purpose of such designation being to address such portion as such for voting, Assessment, regulation, level of service and other purposes as provided herein or in the Association's Bylaws or rules and regulations. The first designation of Neighborhoods is set forth in Exhibit "D" attached hereto and made a part hereof.

(t) "Neighborhood Committee" shall mean and refer to a committee of Owners in a specific Neighborhood elected by all of the participating Owners in such Neighborhood in accordance with the provisions of the Association's Articles of Incorporation and Bylaws. Except as otherwise expressly provided herein or in the Articles or Bylaws, such Committee shall be advisory in nature and shall not exercise any corporate authority on behalf of the Association.

(u) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties, including Builders, the City of Port St. Lucie and Declarant.

(v) "The Properties" shall mean and refer to all existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except those which are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

(w) "Supplemental Declaration" shall mean and refer to an instrument recorded in the Public Records of the County for the purposes for which same is to be used pursuant to Article II or any other provision of this Declaration. Also, declarations of condominium shall be deemed Supplemental Declarations where the context requires.

(x) "Tract" shall mean and refer to a portion of The Properties which contains or is deemed to contain Lots and which is under development by a Builder.

(y) "Unit" shall mean and refer to the individual residential structure constructed on a Lot or an individual condominium or cooperative unit; provided, however, that no portion of any Community System, even if installed in a Unit, shall be deemed to be a part of a Unit unless and until same is made such pursuant to Article IV, Section 11 hereof, if at all.

(z) "Voting Members" shall mean and refer to those Members actually voting, in person or by proxy, at a meeting of the Members of the Association.

Section 2. Interpretation. The provisions of this Declaration as well as those of the Articles, Bylaws and any rules and regulations of the Association shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel to the Association or the counsel having drafted this Declaration or other applicable document, or an oral opinion of legal counsel to the Association or the counsel having drafted this Declaration or other applicable document, at a meeting of the Board of Directors that is recorded in the minutes of the meeting (or electronically recorded if the meeting is electronically recorded) that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, Bylaws and the Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and The Properties, the preservation of the value of the Lots and Units and the protection of Declarant's rights, benefits and privileges herein contemplated.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION;
ADDITIONS THERETO: SUPPLEMENTAL DECLARATIONS

Section 1. Legal Description. The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City and is more particularly described in Exhibit "E" attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as "The Properties." Said Exhibit "E" may not necessarily describe all Common Areas to the extent any of same are Maintenance Common Areas.

Section 2. Supplements. Declarant may from time to time subject other land to the provisions hereof by recorded Supplemental Declarations (which shall not require the consent of then existing Owners, the Association or any mortgagee other than that, if any, of the land intended to be added to The Properties) and thereby add to The Properties. To the extent that such additional real property shall be made a part of The Properties, reference herein to The Properties shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate Declarant to add to the initial portion of The Properties, to develop any such future portions under a common scheme, nor to prohibit Declarant (or the applicable Declarant-affiliated Owner) from rezoning and changing plans with respect to such future portions. All Owners, by acceptance of a deed to or other conveyance of their Lots, shall be deemed to have automatically consented to any such rezoning, change, addition or deletion thereafter made by Declarant (or the applicable Declarant-affiliated Owner) and shall evidence such consent in

writing if requested to do so by Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the general and automatic effect of this provision).

Section 3. Supplemental Declarations. In furtherance of the plan of development of The Properties as a community of distinct Neighborhoods, it is anticipated that the Declarant shall record Supplemental Declarations respecting one or more Tracts or Neighborhoods. A Supplemental Declaration may vary the terms of this Declaration by addition, deletion or modification so as to reflect any unique characteristics of the Neighborhood or Tract identified therein; provided, however, that no such variance shall be directly contrary to the overall uniform scheme of development of The Properties. The Declarant may record Supplemental Declarations respecting various Tracts and/or Neighborhoods which contain provisions unique to such Tracts or Neighborhoods, including, but not limited to establishing voting rights, setting of assessments, and providing restrictions and setbacks applicable to such Tracts or Neighborhoods.

Section 4. Withdrawal. Declarant reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of The Properties then owned by Declarant or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for The Properties desired to be effected by Declarant provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for The Properties. Any withdrawal of land not owned by Declarant shall require the written consent or joinder of the then-owner(s) and mortgagee(s) of such land, but not of any others.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee interest in any Lot or Tract shall be a Member of the Association, except for the City of Port St. Lucie as Owner of public park Tracts A, B and C. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1, with the exception of the Declarant (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1, which vote shall be cast by a Voting Member on their behalf in accordance with the procedures set forth in the Association's Articles and Bylaws.

Class B. The Class B Member shall be Declarant. The Class B member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time on behalf of the Class A Members. The Class B membership shall cease and terminate when all of the Lots ultimately to be included within The Properties have been sold and conveyed by Declarant (or its affiliates) to the purchasers of the Units (*i.e.*, Class A Members) located thereon or sooner at the sole election of Declarant (whereupon the Class A Members, through their Voting Members, shall be obligated to elect the Association's Board of Directors and assume control of the Association).

In the event that Mortgagee or other party acquire title to a Lot or Tract through foreclosure or deed in lieu of foreclosure, such party shall have the class of membership last held by the owner of Lot or Tract to which title was so acquired.

Section 3. Turnover of Control. Notwithstanding anything to the contrary provided in this Article, the provisions of this Section shall control the turnover of control of the Board of Directors:

(a) Until the date or event provided hereinafter, all Directors of the Association shall be appointed by the Declarant. Owners other than the Declarant, its affiliates, and the Builders shall be entitled to elect at least a majority of the members of the Board of Directors of the Association when the earlier of the following events occurs:

(b) Three months after 90 percent of the Lots in all phases of The Properties that will ultimately be operated by the Association have been conveyed to Owners (not including Builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale); or

(c) Such other percentage of the Lots has been conveyed to Owners, or such other date or event has occurred, as is set forth in this Declaration, as may be amended, in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of Lots or Units.

(d) The Declarant shall be entitled to elect at least one member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of The Properties. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

Section 4. General Matters. When reference is made herein, or in the Articles, Bylaws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members represented at a duly constituted meeting of their Neighborhood Representative, as defined in Article IV, Section 2 of the Articles, voting for them (*i.e.*, one for

which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Lots, except where specifically provided to the contrary.

Section 5. 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 Stormwater Management System must be transferred to and accepted by an entity which is approved by the South Florida Water Management District and the City of Port St. Lucie prior to such termination, dissolution or liquidation.

ARTICLE IV

COMMON AREAS; CERTAIN EASEMENTS;
COMMUNITY SYSTEMS

Section 1. Members' Easements. Except for Exclusive Common Areas and Maintenance Common Areas herein specified, each Member, and each Member's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their agents and invitees, but in such manner as may be reasonably regulated by the Association.

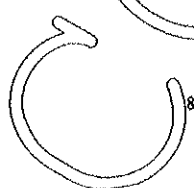
Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy Assessments against each Lot for the purpose of, among other things, maintaining the Common Areas and any facilities located thereon in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of The Properties from time to time recorded.

(b) The right of the Association to suspend the Member's (and the Member's Permittees') right to use the Common Area recreational facilities (if any) for any period during which any Assessment against the Lot remains unpaid for more than thirty (30) days, and for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association's lawfully adopted rules and regulations.

(c) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(d) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all Members' Permittees, subject to regulation from time to time by the Association as set forth in its lawfully adopted and published rules and regulations.



(e) The right of Declarant to permit such persons as Declarant shall designate to use the Common Areas and all recreational facilities located thereon (if any). CONSERVATION AREAS HAVE BEEN SET ASIDE FOR THE PRESERVATION OF WILDLIFE AND FLOOD PROTECTION, AS WELL AS TO SATISFY PERMIT REQUIREMENTS OF VARIOUS LOCAL, STATE AND FEDERAL AGENCIES. WITH THE EXCEPTION OF PERMITTED HIKING TRAILS, ENTRY INTO CONSERVATION AREAS WILL BE PROHIBITED, EXCEPT BY AUTHORIZED PERSONNEL TO CONDUCT MITIGATION, MONITORING AND MAINTENANCE ACTIVITIES AS REQUIRED BY PERMITS.

(f) The right of Declarant and the Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas, which right is hereby reserved to Declarant and granted to Association, the former to control over the latter in the event of conflict.

(g) The right of the Association, by a two-thirds () affirmative vote of the Members voting through their Neighborhood Representatives representing each class of membership, to dedicate or convey (subject to the Owners' easement as herein provided) portions of the Common Areas to any other association having similar functions, or any public or quasi-public agency, the City or similar entity under such terms as the Association deems appropriate.

WITH RESPECT TO THE USE OF THE COMMON AREAS AND THE PROPERTIES GENERALLY, ALL PERSONS ARE REFERRED TO ARTICLE XV, SECTIONS 9 AND 10, AND ARTICLE XVI, HEREOF, WHICH SHALL AT ALL TIMES APPLY THERETO.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot, but shall not be deemed to grant or convey any ownership interest in the Common Area subject thereto.

Section 3. Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and, to the extent not otherwise provided for, the paving, drainage structures, landscaping, improvements and other structures (except public utilities and Community Systems, to the extent same have not been made Common Areas and except those Exclusive Common Areas to be maintained by Owners) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. Without limiting the generality of the foregoing, the Association shall assume all of Declarant's and its affiliates' responsibilities to the City and similar entities (including the South Florida Water Management District) of any kind with respect to the Common Areas, and shall indemnify and hold Declarant and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

It is specifically contemplated (but not guaranteed) that the Association may enter into one or more agreements with the City, County or both whereby the Association performs some or all of the maintenance of landscaping or other features within property owned by or dedicated to the City or County. Accordingly, to the extent that such Agreement (which may be in the form of a contract, easement or other instrument) provides for such maintenance, then the areas to be so

maintained shall be deemed Maintenance Common Areas hereunder so as to authorize such agreement, the performance of maintenance duties pursuant thereto, and the imposition and expenditure of Assessments necessary to fund such activities.

All work pursuant to this Section and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through Assessments imposed in accordance herewith.

No Owner may waive or otherwise escape liability for Assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

Section 4. Utility and Community Systems Easements. Use of the Common Areas for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration and said plats. Declarant and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Lots and Tracts for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems and other utilities.

Section 5. Public Easements. Fire, police, health and sanitation, park maintenance, City and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas for the performance of their respective duties.

Section 6. Surface Water Management System. The Surface Water Management System is a Common Area owned by the Association and to be considered as Common Area which shall at all times be managed and maintained as such by the Association.

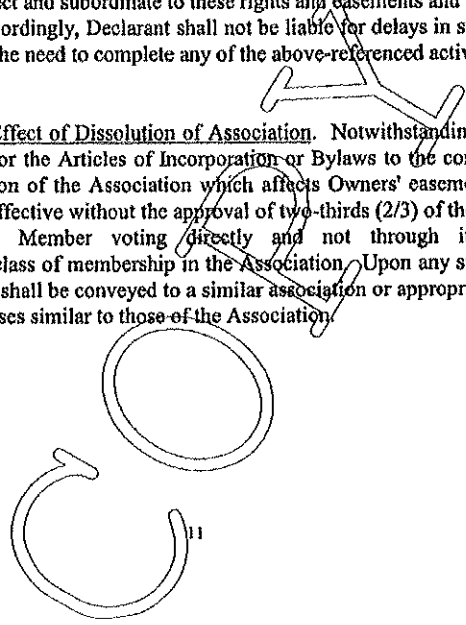
Section 7. Ownership of Common Areas. The Common Areas are hereby dedicated non-exclusively to the joint and several use, in common, of Declarant and the other Owners of all Lots and Tracts that may from time to time constitute part of The Properties and all Member's Permittees and Declarant's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Association, subject to Article II, Section 3 hereof. The Common Areas other than Maintenance Common Areas shall, upon the later of completion of the improvements thereon or the date when the last Lot within The Properties has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of Declarant), be conveyed by quit claim deed to the Association, which shall be deemed to have automatically accepted such conveyance.

Section 8. Commencement of Maintenance Taxes. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance, insurance and administration of such Common Areas (whether or not then conveyed or to be conveyed to the Association), all of which shall be performed in a continuous and satisfactory manner without

cost to the general taxpayers of the County. It is intended that any and all real estate taxes and assessments levied against the Common Areas shall be (or have been, because the purchase prices of the Lots, Tracts and Units have already taken into account their proportionate shares of the values of the Common Area), proportionally assessed against and payable as part of the taxes of the applicable Lots or Tracts within The Properties. However, in the event that, notwithstanding the foregoing, any such taxes or assessments are assessed directly against the Common Areas, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date this Declaration is recorded, and such taxes shall be prorated between Declarant and the Association as of the date of such recordation.

Section 9. Declarant's Rights as to Common Areas. Declarant and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of The Properties (including, without limitation, the portions of Lots not containing Units) for the purpose of installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Areas or elsewhere on The Properties that Declarant and its affiliates or designees elect to effect, and to use, without charge, the Common Areas and other portions of The Properties for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof or of other portions of adjacent or nearby communities. Without limiting the generality of the foregoing, Declarant and its affiliates shall have the specific right to maintain upon any portion of The Properties' sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Declarant and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) 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, Declarant shall not be liable for delays in such completion to the extent resulting from the need to complete any of the above-referenced activities prior to such completion.

10. Section Effect of Dissolution of Association. Notwithstanding anything in this Section, this Declaration or the Articles of Incorporation or Bylaws to the contrary, no merger, consolidation or dissolution of the Association which affects Owners' easements in and to the Common Areas shall be effective without the approval of two-thirds (2/3) of the votes cast by the Voting Members (each Member voting directly and not through its Neighborhood Representative) for each class of membership in the Association. Upon any such dissolution of the Association, its assets shall be conveyed to a similar association or appropriate public agency having a purpose or purposes similar to those of the Association.



ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, Declarant (and each party joining in any Supplemental Declaration), for all Lots or Tracts now or hereafter located within The Properties, hereby covenants and agrees, and each Owner of any Lot or Tract by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual Assessments and charges for the operation of the Association for the maintenance, management, operation and insurance of the Common Areas, including such reasonable reserves as the Association may deem necessary, and all other charges and Assessments hereinafter referred to or lawfully imposed by or on the Association, all such Assessments to be fixed, established and collected from time to time as herein provided.

Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien upon the Lot or Tract against which each such Assessment is made. Each such Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the Assessment fell due and all subsequent Owners until paid, except as provided in Section 8 of this Article.

Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

Section 2. Types of Assessments. Each Assessment levied hereunder shall be one (1) of the following types (although two (2) or more types of Assessment may be payable by an Owner as a single sum):

Common Assessments shall be for those expenses which are incurred primarily for the benefit of all Owners, as such primary benefit is determined by the Board of Directors, but which shall include all costs for mitigation, monitoring and maintenance activities required by the Environmental Resource Permit and other permits, which require similar activities. By way of example only, Common Assessments shall be levied for expenses relating to General Common Areas. Common Assessments shall be levied upon all Residential Lots at an equal rate, and shall be levied upon Lots other than Residential Lots as provided in the Supplemental Declarations applicable to such Lots other than Residential Lots.

Neighborhood Assessments shall be for those expenses which are incurred primarily for the benefit of all Owners within a Neighborhood(s), as such primary benefit is determined by the Board of Directors. By way of example only, Neighborhood Assessments shall be levied for expenses relating to Neighborhood Common Areas. Neighborhood Assessments shall be levied upon all Residential Lots within the applicable Neighborhood(s) at an equal rate, and shall be levied upon Lots other than

Residential Lots as provided in the Supplemental Declarations applicable to such Lots other than Residential Lots.

Individual Assessments shall be for those expenses directly related to providing a service or maintenance to one (1) or more Lots, whether at the request of the Owner or as an exercise of an Association remedy hereunder, and shall also include fines levied pursuant to Article IX hereof. If an individual Assessment is levied upon more than one (1) Lot, then it shall be allocated between or among the applicable Lots as the Board directs, absent which they shall be prorated equally. The fact that Individual Assessments are authorized hereby shall not require the Association to provide any particular service (maintenance or otherwise) to a Lot(s).

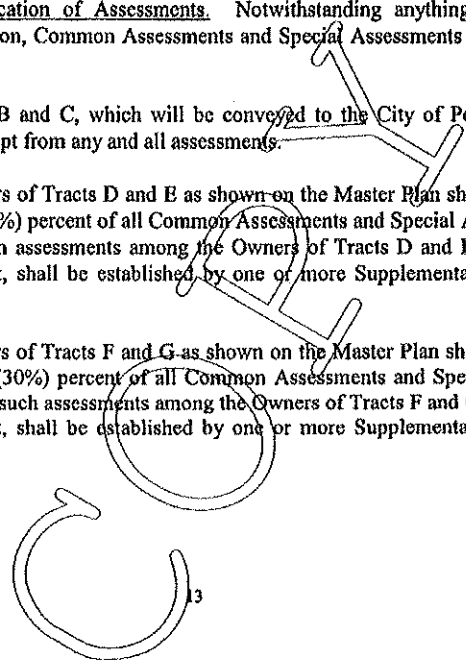
Special Assessments shall be for those expenses which otherwise would be Common or Neighborhood Assessments but for the fact that they are of a non-recurring and/or unforeseen nature (*i.e.*, are such that they cannot be paid by budgeting therefor as part of common or Neighborhood expenses), including (without limitation) the costs of capital additions or uninsured casualty losses. Special Assessments shall be levied against all applicable Residential Lots subject thereto at an equal rate, and shall be levied upon Lots other than Residential Lots as provided in the Supplemental Declarations applicable to such Lots other than Residential Lots. Also, Special Assessments shall be subject to the special requirements set forth in Section 3, below, in the same manner as increases in the maximum annual rate of Assessments, except for those levied pursuant to Article X with respect to restoration after casualty losses.

Section 3. Allocation of Assessments. Notwithstanding anything to the contrary provided in this Declaration, Common Assessments and Special Assessments shall be allocated as follows:

(a) Tracts A, B and C, which will be conveyed to the City of Port St. Lucie as a public park, shall be exempt from any and all assessments.

(b) The Owners of Tracts D and E as shown on the Master Plan shall collectively be responsible to pay ten (10%) percent of all Common Assessments and Special Assessments. The specific allocation of such assessments among the Owners of Tracts D and E and/or any Lots created within such Tract, shall be established by one or more Supplemental Declarations so providing.

(c) The Owners of Tracts F and G as shown on the Master Plan shall collectively be responsible to pay thirty (30%) percent of all Common Assessments and Special Assessments. The specific allocation of such assessments among the Owners of Tracts F and G and/or any Lots created within such Tract, shall be established by one or more Supplemental Declarations so providing.



(d) The Owners of Residential Lots within Tract H shall be collectively responsible for sixty (60%) percent of all Common Assessments and Special Assessments. The owner of each Residential Lot shall be obligated to pay an equal portion of such Assessments.

Section 4. Establishment of Budgets and Assessments. The Board of Directors shall, by appropriate resolution duly adopted, establish the first operating budget for the Association (including Common and Neighborhood Assessments) and the rates of Assessments thereunder in accordance with this Article. Each time a new Neighborhood is brought within The Properties by appropriate Supplemental Declaration, the Board of Directors shall adopt a budget and Assessment rate for such Neighborhood.

After adopting the initial budget and Assessments as provided above, the Board of Directors shall fix the amount of the Assessment against the Lots subject to the Association's jurisdiction for each Assessment period, to the extent practicable, at least sixty (60) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the Assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to the date payment of the first installment thereof is due, except as to Individual and Special Assessments. In the event no such notice of the Assessments for a new Assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

The Association, through the action of its Board of Directors, shall have the power to and shall enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Declarant) for management services, including the administration of budgets and Assessments as herein provided. The functions and operations of the Association not discharged by the Board of Directors and any applicable committees of the Association shall be discharged by professional management contracted for by the Association and not by employees of the Association.

Section 5. Purpose of Assessments. The Assessments levied by the Association shall be used for the purposes expressed in this Article and for such other purposes as the Association shall have within its powers and from time to time elect to undertake.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The Common and Neighborhood Assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of that year, provided, however, that no Common or Neighborhood Assessments will accrue or be paid for any Lot or Tract until a Supplemental Declaration providing that such Assessments commence be recorded respecting the Neighborhood on which such Lot or Tract is located; such Supplemental Declaration shall provide the date on which such assessments shall commence. Each subsequent annual Assessment shall be imposed for the year beginning January 1 and ending December 31.

The Common and Neighborhood Assessments shall be payable in advance in monthly installments, or in annual, semi- or quarter-annual installments if so determined by the Board of Directors (absent which determination they shall be payable quarterly).

The due date of any Individual or Special Assessment shall be fixed in the Board resolution authorizing such Assessment.

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the Assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 7 of this Article to the contrary, the personal obligation of Owner to pay such Assessment shall pass to his successors in title and recourse may be had against either or both, jointly and severally.

If any installment of an Assessment is not paid within ten (10) days after the due date, a collection fee of ten percent (10%) of the amount due (the "Collection Fee") for each late or unpaid Assessment will become due and payable to the Association as reasonable liquidated damages for the additional administrative costs that the Association will incur respecting such late installment and not as a penalty. The Board may from time to time by resolution increase the Collection Fee to cover the Association's administrative costs respecting late payments of Assessments. Furthermore, at the option of the Association, the next twelve (12) months worth of installments may be accelerated and become immediately due and payable in full. Further, all overdue sums (regardless of whether they are accelerated or not), including collection fees, shall bear interest from the dates when due until paid at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot or Tract on which the Assessments, collection fees, and interest are unpaid, may foreclose the lien against the Lot or Tract on which the Assessments and interest are unpaid in the manner as mortgages are foreclosed, or may pursue one or more of such remedies at the same time or successively, and reasonable attorneys and paraprofessional fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, and such action shall be added to the amount of such Assessments, collection fee, and interest secured by the lien; and in the event a judgment is obtained, such judgment shall include all such sums as above provided, all Assessments coming due (including by acceleration) since the recording of the claim of lien, and reasonable attorneys and paraprofessional fees actually incurred, together with the costs of the action, through all applicable appellate levels.

In the case of an acceleration of the next twelve (12) months of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the

Lot or Tract whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special Assessments against such Lot or Tract shall be levied by the Association for such purpose.

The Board may suspend the voting rights of a Member for the non-payment of Common Assessments or regular Neighborhood Assessments that are delinquent in excess of ninety (90) days.

If Assessments are levied on a Tract in proportion to a number of Lots allocated thereto but which are not established by a plat or other instrument, then in the event of the non-payment of such Assessments the lien provided for in this Article shall attach to and be on all of said Tract.

In addition to the rights of collection of Assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot or Tract as to which the Assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the possession of such Lot or Tract or the enjoyment of the Common Areas until such time as all unpaid and delinquent Assessments and other sums due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 7 of this Article.

Section 8. Subordination of the Lien. The lien of the Assessments provided for in this Article shall be subordinate to real property tax and assessment liens and the lien of any first mortgage; provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender or its affiliate acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an Assessment divided equally among, payable by and a lien against all Lots subject to Assessment by the Association, including the Lot(s) as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 9. Declarant's Assessments. Notwithstanding anything herein to the contrary, Declarant shall have the option, in its sole discretion, to (i) pay Assessments on the Lots or Tracts owned by it, (ii) pay reduced Assessments only on certain designated Lots (e.g., those under construction or those containing a Unit for which a certificate of occupancy has been issued), or (iii) not pay Assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by Assessments receivable from Owners other than Declarant and any other income receivable by the Association. The deficit to be paid under option (iii), above, shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Association (including, without limitation, Assessments, interest, fines and

incidental income) and any surplus carried forward from the preceding year(s), but exclusive of initial contributions paid by Owners upon acquisition of title to their Lots to the extent same are used to fund reserves. Declarant may from time to time change the option under which Declarant is making payments to the Association by written notice to such effect to the Association. If Declarant at any time elects option (ii), above, it shall not be deemed to have necessarily elected option (i) or (iii) as to the Lots which are not designated under option (ii). When all Lots and Tracts within The Properties are sold and conveyed by Declarant to Builders and other purchasers, neither Declarant nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits or contributions. Without limiting the generality of Article I, Section 1(i) hereof, the Declarant's rights under this Section may be assigned by it in whole or in part and on an exclusive or nonexclusive basis.

Section 10. Working Capital Fund. The Association has established a working capital fund for the operation of Association (the "Working Capital Fund"). There shall be collected from each Owner that purchases a Unit from a Builder at the time of conveyance of each Unit a Four Hundred Fifty (\$450.00) Dollars Working Capital Fund contribution. Each Owner's share of the Working Capital Fund shall be transferred to Association immediately after the closing of the Unit. Additionally, each Owner shall be required to pay Common Assessments and Neighborhood Assessments commencing on the first day of the calendar month next following his closing. The purpose of this fund is to assure that Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the Working Capital Fund are not to be considered as advance payment of Assessments, are not reserves, and will not be held in any reserve or trust account. The Working Capital Fund may be used by Declarant to reduce the Operating Costs. Notwithstanding anything herein to the contrary, Declarant shall have the option to waive contributions to the Working Capital Fund.

Section 11. Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Declarant for such purposes. If Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%) per annum, plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

Section 12. Assessment of Builders.

(a) Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, a Builder shall be required to pay fifty percent (50%) of the Common and Neighborhood Assessments for any Lot on which a Unit is not structurally complete. A Unit shall be deemed completed at such time as a Certificate of Occupancy or the

equivalent has been issued or the Unit is so complete that such certificate could be issued, whichever occurs sooner.

(b) The provisions of this Section 12 shall not apply to the assessment of any Lot and Unit held by a Builder for rental purposes and which is or has been occupied as a residence; in which event such Builder shall be required to pay the full amount of the Assessments levied thereon.

ARTICLE VI

MAINTENANCE OF UNITS, LOTS AND EXCLUSIVE COMMON AREAS

Section 1. Exteriors of Units. Unless otherwise provided in an appropriate Supplemental Declaration, the Owner of a Lot shall maintain all exterior surfaces and roofs, fascias and soffits of the structures (including the Unit) and other improvements located on the Lot (including driveway and sidewalk surfaces and fences) in a neat, orderly and attractive manner. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of garage doors and sliding glass doors). The minimum (though not sole) standard for the foregoing shall be consistent with the general appearance of The Properties as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The Owner shall clean, repaint or restain, as appropriate, the exterior portions of each Unit (with the same colors as initially used on the Unit), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. The Board of Directors may adopt rules as to specific frequencies of required cleaning, repainting and/or restaining and the like for each Neighborhood.

Section 2. Lots. Unless otherwise provided in an appropriate Supplemental Declaration, the Owner shall maintain and irrigate the trees, shrubbery, grass and other landscaping on each Lot in a neat, orderly and attractive manner and consistent with the general appearance of The Properties as a whole. The minimum (though not sole) standard for the foregoing shall be the general appearance of The Properties as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly, growth and maturation of applicable landscaping, as properly trimmed and maintained).

Without limiting the generality of Sections 1 and 2 of this Article, each Owner shall be responsible for maintaining the portions of any common irrigation system solely serving such Owner's property. Such portion shall be deemed to be that part of the common system from its point of connection to a line serving more than one Lot, which point of connection may or may not be at a meter.

Section 3. Right of Entry. In addition to such other remedies as may be available under this Declaration, in the event that an Owner fails to maintain a Unit or Lot, the Association shall have the right to enter upon the Lot in question and perform such duties; provided, however, that

such entry shall be during reasonable hours and only after five (5) days prior written notice. The Owner having failed to perform its maintenance duties shall be liable to the Association for the costs of performing such remedial work and shall pay an additional administrative charge not to exceed Two Hundred Dollars (\$200. 00), all such sums being payable upon demand and to be secured by the lien provided for in Article V hereof.

Section 4. Exclusive Common Areas. Each Owner shall maintain, in accordance with the standards set forth in this Article, the Exclusive Common Areas located between (i) the street-side boundary line(s) of the Owner s Lot (i.e., where applicable, the edge of the common sidewalk closest to the Unit) and the edge of the street s pavement and (ii) the projections of the side boundary lines of the Lot to such pavement s edge. Any other Exclusive Common Area shall also be maintained by the Owner(s) of the Lot(s) benefitted thereby, unless otherwise provided in an appropriate Supplemental Declaration.

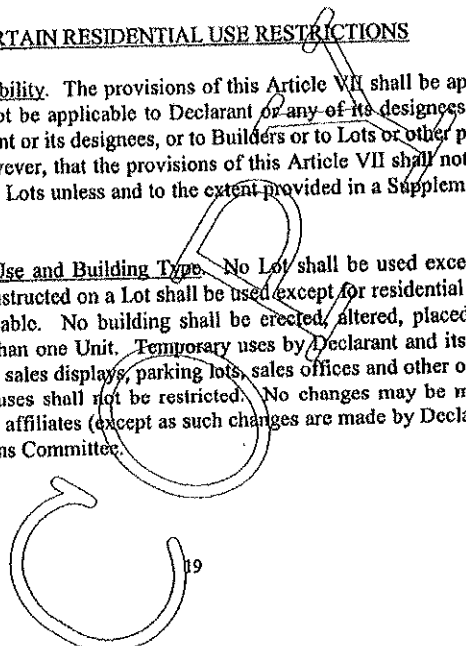
Without limiting the generality of the foregoing, each Owner shall be responsible for the maintenance of any portion of his driveway located in his respective Exclusive Common Area as well as any mailbox, sidewalk, grass or other plant material located therein; provided, however, that if the Board of Directors of the Association so elects, the Association may perform all or any portion of such maintenance obligations, on an ongoing or isolated basis, for purposes such as achieving an economy of scale or providing for uniform appearance throughout the applicable Neighborhood. In such event, the costs of such maintenance shall be borne only by the Owners within the affected Neighborhood through Neighborhood Assessments levied in accordance with Article V hereof.

ARTICLE VII

CERTAIN RESIDENTIAL USE RESTRICTIONS

Section 1. Applicability. The provisions of this Article VII shall be applicable to all of The Properties but shall not be applicable to Declarant or any of its designees or Lots or other property owned by Declarant or its designees, or to Builders or to Lots or other property owned by Builders; provided, however, that the provisions of this Article VII shall not be applicable to Lots other than Residential Lots unless and to the extent provided in a Supplemental Declaration applicable to such Lots.

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes, or as a related structure, if applicable. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Unit. Temporary uses by Declarant and its affiliates and by Builders for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses shall not be restricted. No changes may be made in buildings erected by Declarant or its affiliates (except as such changes are made by Declarant) without the consent of the Modifications Committee.



Section 3. Easements. Easements for the installation and maintenance of utilities and Community Systems are reserved as shown on the recorded plats covering The Properties and/or as provided herein. The area of each Lot covered by an easement and all improvements in such area shall be maintained continuously by the Association to the extent provided herein, except for installations for which a public authority or utility company is responsible. Notwithstanding the foregoing, the Owner of any land subject to an easement shall be responsible for maintaining the sod, landscaping and any other improvements on the surface of the easement area, except to the extent same are to be restored by the easement holder as a result of its disturbance of the surface area in the course of maintaining, repairing or replacing lines or other surface-level or subsurface installations.

The City, utility companies, telephone company, the Association, and Declarant and its designees, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, gas, telephone and Community System lines, cables and conduits, under and through the utility easements as shown on the plats. These requirements are in addition to any set forth on the recorded plats of The Properties.

Section 4. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the occupants of other Lots. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. ALL PERSONS ARE REFERRED TO ARTICLE XV, SECTION 9 HEREOF WITH RESPECT TO CERTAIN ACTIVITIES OF DECLARANT.

Section 5. Temporary Structures; Gas Tanks; Other Outdoor Equipment. Except as may be approved or used by Declarant during construction and/or sales periods, no structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any

Lots within The Properties at any time or used at any time as a residence, either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building, except for gas tanks which are used for swimming pool heaters which are screened from view, one (1) gas cylinder connected to a barbecue grill and for such other tank as is designed and used for household purposes and approved by the Modifications Committee. Any outdoor equipment such as, but not limited to, pool pumps and water softening devices shall be completely screened from the view of anyone not standing on the Lot by the use of landscaping or other means (in any event, as approved by the Modifications Committee); provided however, that the use of such screening shall not obviate the requirement that the installation of any such equipment nevertheless be approved by the Modifications Committee.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot unless the type, size, location and other attributes thereof are in accordance with the applicable rules and regulations of the sign ordinance governing the Winterlakes Planned Unit Development and any rules and regulations adopted, or to be adopted, by the Association's Board of Directors or the Modifications Committee. Absent such rules and regulations no such signage shall be

permitted. Notwithstanding the foregoing, signs used by the Declarant and its affiliates and by Builders (to the extent such signs are approved by the Declarant) during the development, construction and sale of The Properties shall at all times be permitted.

Section 7. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions. ALL PERSONS ARE REFERRED TO ARTICLE XV, SECTION 9 WITH RESPECT TO CERTAIN ACTIVITIES OF DECLARANT.

Section 8. Pets, Livestock and Poultry. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except no more than three (3) household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association for such purposes, if any, and Owners shall be responsible to clean-up any such excretions. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. ALL PETS SHALL BE KEPT ON A LEASH WHEN NOT IN THE APPLICABLE UNIT. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors. No outdoor pets or outside pet dwellings (dog houses, etc.) shall be permitted.

Section 9. Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted, provided that the Association shall not be liable in any manner to any person or entity, including Owners and Members Permittees, for any damages, injuries or deaths arising from any violation of this Section.

Section 10. Architectural Control Except as to initial construction by Declarant or by Builders, no building or other structure or improvement or addition of any nature (including, but not limited to fences, walls, swimming pools, screen enclosures, patios or patio extensions, hedges, exterior paint or finish, awnings, shutters, hurricane protection, basketball hoops, swing sets or play apparatus, decorative plaques or accessories, statues, benches and other site furniture visible from the street adjacent to or in view of any Unit, planters, birdhouses, other pet houses, mail and/or newspaper boxes, exterior lighting, swales, asphaltting, sidewalk/driveway surfaces or treatments or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements) shall be erected, placed, altered or relocated on any Lot, or removed therefrom, until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Modifications Committee (which shall be a committee appointed by the Board of Directors of the Association, absent such appointment the Board to serve in such capacity) have been approved, if at all, in writing by the Modifications Committee and all necessary governmental permits are

obtained. Conversions of garages to living space or other uses are hereby prohibited, even though same are not readily apparent from the exteriors of applicable Units. Each building, wall, fence, or other structure or improvement of any nature, together with landscaping, shall be erected, placed, relocated, altered or removed only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and location plans, or any of them, may be based on any grounds, including purely aesthetic ones, which in the sole discretion of said Modifications Committee are deemed sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of landscaping, shall be deemed an alteration requiring approval; provided, however, that lights, flags and other decorations customary for holidays shall not require approval hereunder (but may be regulated as to quantity, nature and how long they may remain in place).

The Modifications Committee shall have the power to promulgate such rules and regulations (which may be in the form of a manual) as it deems necessary to carry out the provisions and intent of this Section. A majority of the Committee may take any action the Committee is empowered to take, may designate a representative to act for the Committee and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Committee, the Board of Directors shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this covenant, unless engaged by the Association in a professional capacity. The Modifications Committee shall act on submissions to it within forty-five (45) days after receipt of the same (and all further documentation required by it) or else the request shall be deemed approved.

No request for approval shall be valid or require any action unless and until all Assessments on the applicable Lot (and any interest thereon) have been paid in full or if any other violation of this Declaration or the Association rules and regulations remains uncorrected.

In light of the fact that the types, styles and locations of Units may differ among the Neighborhoods, in approving or disapproving requests submitted to it hereunder the Modifications Committee may vary its standards among the Neighborhoods to reflect such differing characteristics. Accordingly, the fact that the Modifications Committee may approve or disapprove a request pertaining to a Lot in one Neighborhood shall not serve as precedent for a similar request from an Owner in another Neighborhood where one Neighborhood has relevant characteristics differing from the other. In determining standards for architectural approval in specific Neighborhoods, the Modifications Committee may, but shall not be required to, consult with the applicable Neighborhood Committee in such regard, provided that the Modifications Committee shall be the final authority in determining and enforcing such standards.

In the event that any new improvement or landscaping is added to a Unit or Lot, or any existing improvement on a Lot is altered, in violation of this Section, the Association shall have all legal and equitable rights and remedies available to it as well as the specific right (and an easement and license) to enter upon the applicable Lot and remove or otherwise remedy the applicable violation after giving the Owner of the Lot at least ten (10) days prior written notice

of , and opportunity to cure, the violation in question. The costs of such remedial work and a surcharge of a minimum of \$25.00 (but in no event more than thirty-five percent (35%) of the aforesaid costs) shall be an Individual Assessment against the Lot, which Individual Assessment shall be payable upon demand and secured by the lien for Assessments provided for in this Declaration.

The approval of any proposed improvements or alterations by the Modifications Committee shall not constitute a warranty or approval as to, and neither the Association nor any member or representative of the Modifications Committee or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association and its officers and directors generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations, and for reasonable attorneys' and paraprofessional fees, costs, and expenses, including expenses not otherwise taxable as costs, incurred in the defense of such claims.

The Modifications Committee may, but shall not be obligated to, require that any request for its approval be accompanied by the written consent of the Owners of the Lots [up to five (5)] adjoining or nearby the Lot or Unit proposed to be altered or further improved as described in the request.

Without limiting the generality of Section 1 of this Article, the foregoing provisions shall not be applicable to Declarant, its affiliates or designees, or to Builders.

Section 11. ~~Commercial Vehicles, Trucks, Trailers, Campers.~~ No trucks (other than those of a type, if any, expressly permitted by the Association) or commercial or public service vehicles, or campers, mobile homes, motor homes, ~~house trailers, or trailers~~ of every other description, recreational vehicles, boats, boat trailers, ~~horse trailers or horse vans~~, shall be permitted to be parked or to be stored at any place on The Properties, ~~not~~ in dedicated areas, except in (i) enclosed garages or (ii) spaces for some or all of the above specifically designated by Declarant or the Association, if any. For purposes of this Section, "commercial vehicles" and "public service vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial or public service vehicle.

The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services, nor to passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of Declarant or its affiliates.

All Owner and other occupants of Units are advised to consult with the Association prior to purchasing or bringing onto The Properties any type of vehicle other than a passenger car inasmuch as such other type of vehicle may not be permitted to be kept within The Properties.

Subject to applicable laws and ordinances, any vehicle 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 if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle 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. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 12. Parking on Common Areas and Lots/Garages. No vehicles of any type shall be parked on any portion of the Common Areas (including swales and roadways) except to the extent, if at all, a portion(s) of the Common Areas is specifically designated for such purposes or such parking is for a social or similar event and, as such, is temporary in nature.

All Owners and Members Permittees shall use at least one (1) space in their respective garages for the parking of a vehicle. In the event that such a party keeps a boat on a trailer (or some other vehicle or trailer) in the party's garage, the other space shall still be used for vehicular parking. Garage doors shall be kept closed at all times except when in actual use and during reasonably limited periods when the garage is being cleaned or other activities are being conducted therefrom which reasonably require the doors to be left open.

No parking shall be permitted on any portion of a Lot except its driveway and garage.

Section 13. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish (including materials for recycling) shall be placed outside of a Unit except as permitted by the Association. The requirements from time to time of the applicable governmental authority or other company or association for disposal or collection of waste shall be followed. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 6:00 p.m. on the evening prior to scheduled collection and must be removed within 12 hours of collection. In the event that an Owner or occupant of a Lot keeps containers for recyclable materials thereon, same shall be deemed to be refuse containers for the purposes of this Section.

Section 14. No Drying. No clothing, laundry or wash shall be aired or dried on any portion of The Properties except on a portion of a Lot which is completely screened from the view of all persons other than those on the Lot itself. Enforcement shall be subject to the then existing applicable laws.

Section 15. Waterfront Property. As to all portions of The Properties which have a boundary contiguous to any lake or canal, the following additional restrictions and requirements shall be applicable:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake or canals unless erected by Declarant or its affiliates.

(b) No boat, boat trailer or vehicular parking or use of canal or lake slopes or shore areas shall be permitted. No boats or water craft of any type shall be used on any body of water which is part of the Common Areas, except those used by the Association, the City or any contractor of either for maintenance or other lawful purposes.

(c) No solid or liquid waste, litter or other materials may be discharged into or onto or thrown into or onto any lake or other body of water or the banks thereof.

(d) No landscaping (other than that initially installed or approved by Declarant), fences, structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall be placed within any lake maintenance or similar easements around lakes or other bodies of water.

(e) Any boats kept on The Properties shall be subject to Section 11 hereof.

(f) Any boats or water craft operated on water bodies owned by, or dedicated to, the City or any other public authority shall be subject to any regulations of the City or such authority and not to regulation by the Association (which will have no jurisdiction over such areas).

WITH RESPECT TO WATER LEVELS AND QUALITY AND OTHER WATER BODY- RELATED MATTERS, ALL PERSONS ARE REFERRED TO ARTICLE XV, SECTION 10 HEREOF.

Section 16. Unit Air Conditioners and Reflective Materials No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Modifications Committee for energy conservation purposes.

Section 17. Exterior Antennas. No exterior antennae, satellite dishes or similar equipment shall be permitted on any Lot or improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain Community Systems. The Association may permit, upon prior request from the applicable Owner, antennae designed to appear as a patio umbrella or other item which would otherwise be permitted within The Properties, subject to such requirements and standards as the Association may adopt from time to time. Notwithstanding the foregoing provisions of this Section, the owner of a Lot may install, maintain, and use (i) an antenna that is designed to receive direct broadcast satellite service,

including direct-to-home satellite services, that is one meter or less in diameter, (ii) an antenna that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement; or (iii) an antenna that is designed to receive television broadcast signals; provided, however, that the Association may adopt regulations respecting the construction and placement of such antennae within Lots in order to promote the safety of persons and property within The Properties (it being recognized that The Properties lie within a state subject to severe windstorms and high risk of lightning strikes and that improperly anchored antennae may pose risk of severe injury to persons and property due to windstorms and lightning) and to ensure that all applicable building and safety codes are followed.

Section 18. Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Modifications Committee and with such Committee's approval. Such standards shall be reasonably calculated to maintain the aesthetic integrity of The Properties without making the cost of the aforesaid devices prohibitively expensive.

Section 19. Driveway and Sidewalk Surfaces. No Owner shall install on a Lot, and the Modifications Committee shall not approve, any sidewalk or driveway which has a surface material and/or color which is different from the materials and colors originally used or approved by the Declarant. Further, no Owner shall change any existing sidewalk or driveway in a manner inconsistent with this Section.

Section 20. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot without the prior approval of the Modifications Committee.

Section 21. Conservation Easements. ~~THE WETLANDS AND UPLAND BUFFER ZONES OVER WHICH CONSERVATION EASEMENTS HAVE BEEN GRANTED ARE HEREBY DECLARED CONSERVATION AND COMMON AREAS, THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE ASSOCIATION AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR~~

~~PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION; REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.~~

Section 22. Gatehouse Procedures. Roving Patrols. All Owners shall be responsible for complying with and ensuring that their Members Permittees and invitees comply with all procedures adopted for controlling access to and upon The Properties through any gatehouse, if any, serving The Properties or any portion thereof as well as Common Area roadways and other portions of the Common Areas, as such procedures and restrictions are adopted and amended from time to time.

All Owners and other occupants of Units are advised that any gatehouse staff and system, as well as any roving patrol/ surveillance personnel serving The Properties, are not law enforcement officers and are not intended to supplant same, and such persons being engaged, if at all, are only for the purpose of monitoring access to The Properties and observing activities therein which are readily apparent to such persons.

Section 23. Variations. The Board of Directors of the Association shall have the right and power to grant variances from the provisions of this Article VII and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article VII in any instance in which such variance is not granted.

Section 24. Additional Rules and Regulations. In addition to the rules and regulations which may be adopted and amended from time to time by the Modifications Committee, the Board of Directors of the Association may adopt rules and regulations governing the maintenance and use of The Properties (including Lots and Common Areas). The Board of Directors shall make reasonable efforts to publicize such rules and regulations, including any amendments thereto which may be made by the Board of Directors from time to time, but shall not be required to record same in the Public Records of the County. Any such rules and regulations shall be either (i) in furtherance of specific provisions of this Declaration or (ii) reasonably calculated to enhance the orderly and peaceful appearance, use and/or operation of The Properties but, in either case, shall not be conflict with any provision of this Declaration or the Articles or By-Laws of the Association.

ARTICLE VIII

RESALE, LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Estoppel Certificate: Documents. No Owner, other than Declarant, may sell or convey its interest in a Lot unless all sums due the Association are paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting the certificate may be required by the Association to pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

Owners shall be obligated to deliver the documents originally received from Declarant, containing this and other declarations and documents, to any grantee of such Owner.

Section 2. Leases. With the exception of a Commercial Lot (to which this Section 2 shall not apply), no portion of a Lot or Unit (other than an entire Lot and Unit) may be rented. All leases shall be in writing and shall provide (or be automatically deemed to provide) that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association or its applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing The Properties or administered by the Association. The leasing of Lots and Units shall also be subject to the prior, written approval of the Association, which approval shall not be unreasonably withheld and which shall be deemed given if the Association does not deny approval within fifteen (15) days of its receipt of a request for approval together with a copy of the proposed lease, and all supporting information reasonably requested by the Association. No approval of a lease shall be denied on the basis of its duration if such duration is for at least six (6) months.

Owners wishing to lease their Lots and Units may, if the Board of Directors so elects, be required to place in escrow with the Association a sum of up to \$500.00 which may be used by the Association to repair any damage to the Common Areas or other portions of The Properties resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Association shall not be required to pay or remit any interest on any such escrowed funds. The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$100.00 and exclusive of any interest retained by the Association, shall be returned to the Owner within sixty (60) days after the tenant vacates the Unit.

Section 3. Members Permitees. No Residential Lot or Unit shall be occupied by any person other than the Owner(s) thereof or the applicable Member Permitees and in no event other than as a residence. For purposes of this Declaration, a Member's Permitees shall be the following persons and such persons' families, provided that the Owner or other permitted occupant must reside with his/her family: (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. Under no circumstances may more than one family reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy by guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section shall not be applicable to Units used by Declarant for model homes, sales offices, management services or otherwise.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the

Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Association, a person occupying a Unit for more than one (1) month shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to leases and lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Article and the Board of Directors of the Association shall enforce, and the Owners comply with, same with due regard for such purpose.

ARTICLE IX

ENFORCEMENT

Section 1. Compliance by Owners. Every Owner and Member s Permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Violations. Failure of an Owner or his Member s Permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, all to the extent of the Owner s liability under applicable law. The Association shall have the right to suspend the rights of use of Common Area recreation facilities of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys and paraprofessional fees actually incurred and court costs.

Section 3. Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the committee appointed by the Board of Directors of the Association to determine violations of covenants, restrictions, rules or regulations of the Association, as further provided below, a fine or fines may be imposed upon an Owner for failure of an Owner or its Member s Permittees to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a meeting of the committee appointed by the Board of Directors of the Association to determine violations of covenants, restrictions, rules or regulations of the Association, at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the committee appointed by the Board of Directors of the Association to determine violations of covenants, restrictions, rules or regulations of the Association (which committee may be a standing committee or an ad hoc committee appointed to hear the specific case if no standing committee has been appointed, after which the Board of Directors shall hear reasons why a fine(s) should

not be imposed. A written decision of the said committee shall be submitted to the Owner not later than twenty-one (21) days after the said committee's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses. The committee shall consist of least three members appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association.

(c) Amounts: The committee that conducts the hearing on the alleged violation (if its findings are made against the Owner) may impose fines, which shall be Individual Assessments against the Lot owned by the Owner, not in excess of \$100.00 for each violation. For a violation or violations that are of a continuing nature, the maximum fine may be imposed for each day that the violation shall have existed up to the date of the hearing and/or for each day that the violation continues after the hearing until the violation ceases; provided, however, that the aggregate fines for continuing violations shall not exceed:

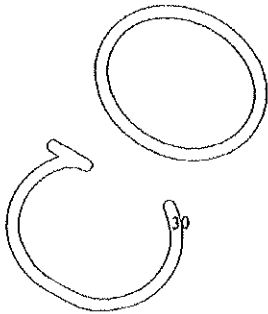
- (1) \$500.00 for the first citation (that is, the first time the Association hears the complaint);
- (2) \$1,000.00 for the second citation and/or non-compliance for substantially the same violation; and
- (3) \$5,000.00 for the third and subsequent citations and/or non-compliance for substantially the same violation.

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition of the fine in question.

(e) Collection of Fines: Fines shall be treated as an Individual Assessment subject to the provisions for the collection of Assessments, and the lien securing same, as set forth herein.

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, 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 X

DAMAGE OR DESTRUCTION TO COMMON AREAS

Damage to or destruction of all or any portion of the Common Areas shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Areas, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Areas to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within One Hundred Thousand Dollars (\$100,000.00) or less of being sufficient to effect total restoration of the Common Areas, then the Association shall cause such portions of the Common Areas to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the estimated cost of such work shall be levied as a Special Assessment against each of the Owners in equal shares, on a Neighborhood or overall basis as appropriate, in accordance with the provisions of Article V of this Declaration.

(c) If the insurance proceeds are insufficient by more than One Hundred Thousand Dollars (\$100,000.00) to effect total restoration of the Common Areas, then by written consent or vote of a majority of each class of the Members, they shall determine, subject to Article XI hereof, whether (1) to rebuild and restore the Common Areas in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying Special Assessments against all Lots in the affected Neighborhood, if appropriate, (2) to rebuild and restore in a way which is less expensive than replacing the Common Areas in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board, to not rebuild, and to retain the available insurance proceeds.

(d) Each Member shall be liable to the Association for any damage to the Common Areas which may be sustained by reason of the negligence or willful misconduct of any Member or his Member's Permittees. In addition to the foregoing, the Association reserves the right to charge such Member an Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint ownership of a Lot or Unit, the liability of all of the Members owning such Lot or Unit shall be joint and several. The cost of correcting such damage shall be an Individual Assessment against the Member and may be collected as provided herein for the collection of Assessments.

ARTICLE XI

INSURANCE

Section 1. Common Areas. The Association shall keep all improvements (other than foundations, landscaping and other components not usually insured), facilities and fixtures located within the Common Areas insured against loss or damage 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. The Association may also insure any other property, whether real or personal, owned or maintained by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the Assessments made by the Association.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Association shall contain provisions, or be accompanied by endorsements, for: agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

All insurance policies shall contain standard mortgagee clauses, if applicable.

The Association shall also maintain flood insurance on the insurable improvements on the Common Areas in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Areas or the maximum amount of coverage available under the National Flood Insurance Program, in either case if the insured improvements are located within a flood zone as to which mortgage lenders customarily require such insurance.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any portion of the Common Areas, the Association shall repair or replace same using the insurance proceeds available, subject to the provisions of Article X of this Declaration.

Section 3. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each Member against liability to each other Member and to the Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Association may also obtain Worker s Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Association and its Board of Directors and officers, from liability in connection with the Common Areas, the premiums for which shall be Common Expenses and included in the Assessments made against the Members. The Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion.

The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board or any management company engaged by the Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Association, with the Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Association or management company during the time the bond is in force. In addition, the fidelity bond coverage must at least equal the sum of three (3) months of regular Assessments, plus all reserve funds.

Section 5. "Blanket" Insurance. The requirements of this Article may be met by way of the Association being an insured party under any coverage carried by the Declarant or under coverage obtained by the Association together with any other association(s) as long as such coverage is in accordance with the amounts and other standards stated in this Article.

ARTICLE XII

MORTGAGEE PROTECTION

The following provisions are included herein for the purpose of complying with various requirements relating to mortgage loans for Lots and Units, and to the extent these provisions conflict with any other provisions of the Declaration, these provisions shall control:

- (a) The Association shall be required to make available to all Owners and mortgagees, and to insurers and guarantors of any first mortgage, for inspection, upon written request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, By-Laws and rules and regulations and the books and records of the Association. Furthermore, such persons shall be entitled, upon

written request, to (i) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Association meetings, (iii) receive notice from the Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the By-Laws of the Association, which default is not cured within thirty (30) days after the Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Areas.

(b) Any holder, insurer or guarantor of a Mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss, affecting a material portion of the Common Areas, (ii) a sixty (60) day delinquency in the

payment of the Assessments on a mortgaged Lot, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (iv) any proposed action which requires the consent of a specified number of mortgage holders.

(c) Unless at least 66 % of first mortgagees (based upon one vote for each mortgage owned), and the Members holding at least two-thirds () of the votes entitled to be cast by them, have given their prior written approval, neither the Association nor the Owners shall:

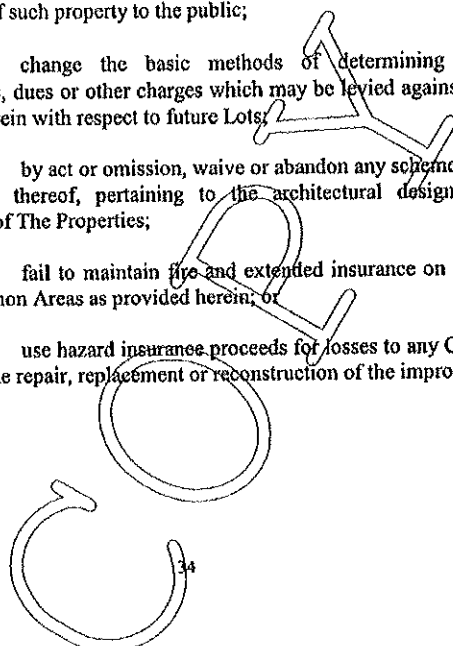
(1) by act or omission seek to sell or transfer the Common Areas and any improvements thereon which are owned by the Association except for (i) granting easements for utilities or for other such purposes consistent with the intended use of such property by the Association or the Declarant, (ii) the transfer of the Common Areas to another similar association including the Owners in accordance with the Articles of Incorporation of the Association or (iii) the dedication of such property to the public;

(2) change the basic methods of determining the obligations, Assessments, dues or other charges which may be levied against a Lot, except as provided herein with respect to future Lots;

(3) by act or omission, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of The Properties;

(4) fail to maintain fire and extended insurance on insurable portions of the Common Areas as provided herein; or

(5) use hazard insurance proceeds for losses to any Common Areas for other than the repair, replacement or reconstruction of the improvements.



ARTICLE XIII

SPECIAL COVENANTS

Section 1. Preamble. In recognition of the fact that certain special types of platting and/or construction require special types of covenants to accurately reflect the maintenance and use of the affected Lots, Units and Tracts, the following provisions of this Article XIII shall apply in those cases where the below-described types of improvements are constructed within The Properties, subject to adjustment pursuant to Article II, Section 2 of this Declaration. However, nothing herein shall necessarily suggest that Declarant or any Builder will or will not, in fact, construct such types of improvements nor shall anything herein contained be deemed an obligation to do so.

Section 2. Zero Lot Line Maintenance Easement. When any Lot (the "Serviette Lot") abuts another Lot (the "Dominant Lot") on which the exterior wall of a Unit has been or can be constructed against or immediately contiguous to the interior property (perimeter) line shared by the Dominant Lot and the Serviette Lot, then the Owner of the Dominant Lot shall have an easement over the Serviette Lot, which easement shall be of a width contiguous to the interior property line running from the front of the rear property line of the Serviette Lot reasonably necessary for the following purposes:

(i) For installation, maintenance, repair, replacement and the provision of utility services, equipment and fixtures to serve the Dominant Lot, including but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage and Community Systems.

(ii) Of support in and to all structural members, footings and foundations of the Unit or other improvements which are necessary for support of the Unit or other improvements on the Dominant Lot. Nothing in this Declaration shall be construed to require the Owner of the Serviette Lot to erect, or permit the erection of, additional columns, bearing walls or other structures on its Lot for the support of the Dominant Lot.

(iii) For entry upon, and for ingress and egress through the Serviette Lot, with persons, materials and equipment, to the extent reasonably necessary in the performance of the maintenance, repair, replacement of the Unit or any improvements on the Dominant Lot.

(iv) For overhanging troughs or gutters, down-spouts and the discharge therefrom of rainwater and the subsequent flow thereof over the easement area and the Common Areas.

An Owner of a Serviette Lot shall do nothing on his Lot which unreasonably interferes with or impairs the use of this easement.

Section 3. Party Walls. Each wall and fence, if any, built as part of the original construction of the Units or Lots within The Properties and placed on the dividing line between the Lots or Units and acting as a commonly shared wall or fence shall constitute a party wall, and each Owner shall own that portion of the wall and fence which stands on his own Lot, with a

cross-easement of support in the other portion. If a wall or fence separating two (2) Units or Lots, and extensions of such wall or fence, shall lie entirely within the boundaries of one Lot, such wall or fence, together with its extensions, shall also be a party wall and the Owner of the adjacent Lot shall have perpetual easement to benefit from the party wall as if same were subject to the foregoing sentence.

Easements are reserved in favor of all Lots over all other Lots and the Common Areas for overhangs or other encroachments resulting from original construction and reconstruction as aforesaid.

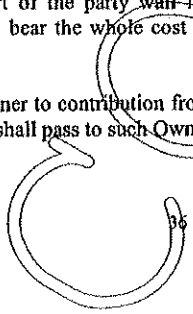
Anything to the contrary herein notwithstanding, where adjacent Units share only a portion of a wall (e.g., where a one-story Unit abuts a two-story Unit), only that portion of the wall actually shared by both Units shall be deemed a party wall. That portion of the wall lying above the one-story Unit and used exclusively as a wall for the second floor of the abutting two-story Unit shall not be deemed a party wall, but shall be maintained and repaired exclusively by the Owner of the two-story Unit even if lying in whole or in part on the abutting Lot on which the one-story Unit is constructed and over the roof and other portions of such abutting one-story Unit to permit the upper portion of the wall of the two-story Unit to be maintained and repaired by the Owners of the Lot on which such two-story Unit is constructed.

The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore same, but shall not, construct or extend same to any greater dimension than that existing prior to such fire or other casualty, without the prior written consent of the adjacent Lot Owner. The extension of a party wall used by only a two-story Unit abutting a one-story Unit shall be promptly and diligently repaired and/or replaced by the Owner of the two-story Unit at his sole cost and expense, even if lying in whole or in part on the abutting Lot. No part of any addition to the dimensions of said party wall or of any extension thereof already built that may be made by any of said Owners, or by those claiming under any of them, respectively, shall be placed upon the Lot of the other Owner, without the written consent of the latter first obtained, except in the case of the aforesaid wall of a two-story Unit. If the other Owner thereafter makes use of the party wall, he shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provision of this Section, if any Owner, by his negligent or willful act, causes that part of the party wall not previously exposed to be exposed to the elements, such Owner shall bear the whole cost of furnishing the necessary protection against such elements.

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. Upon a bona fide, good



faith conveyance or other bona fide, good faith transfer of title, the liability hereunder of the prior Owner shall cease.

In the event of any dispute arising concerning a party wall, or otherwise under the provisions of this Article, such dispute shall be resolved per the dispute resolution process set forth in the By-Laws of the Association.

Section 4. Condominiums. In the event that a portion of The Properties is submitted the condominium form of ownership or other form of ownership involving mandatory membership in an association in addition to the Association hereunder (a "Multifamily Regime"), then the following special provisions shall apply:

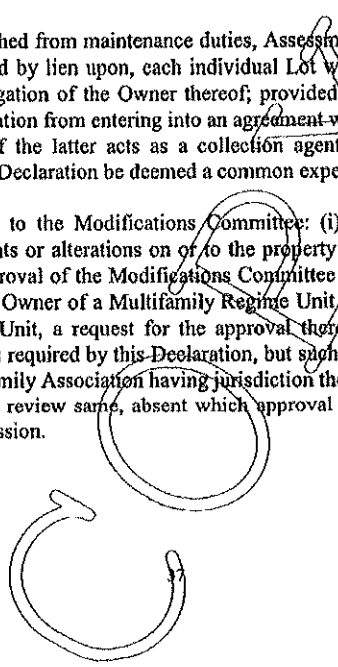
(a) The Multifamily Regime, or any series of same within an area specified in a Supplemental Declaration, shall constitute a distinct Neighborhood.

(b) The board of directors of the Multifamily Regime s association (the "Multifamily Association) shall constitute the Neighborhood Committee for Such Neighborhood.

(c) For the purposes of complying with and enforcing the standards of maintenance contained herein, the residential buildings and any appurtenant facilities shall be treated as a Unit and any other portion of the Multifamily Regime shall be treated as an unimproved portion of the Lot, with the applicable association to have the maintenance duties of an Owner as set forth herein. Such association shall also be jointly and severally liable with its members for any violation of the use restrictions set forth in this Declaration or of the rules and regulations of the Association.

(d) As distinguished from maintenance duties, Assessments hereunder shall be levied against, and shall be secured by lien upon, each individual Lot within the Multifamily Regime and shall be the direct obligation of the Owner thereof; provided, however, that this provision shall not prevent the Association from entering into an agreement with a Multifamily Association pursuant to which either of the latter acts as a collection agent (although in no event shall Assessments due under this Declaration be deemed a common expense of such Association).

(e) With respect to the Modifications Committee: (i) no Multifamily Association shall make any improvements or alterations on or to the property under its jurisdiction without first having secured the approval of the Modifications Committee as provided herein and (ii) in the event that an individual Owner of a Multifamily Regime Unit desires to make alterations to the exterior thereof of his Unit, a request for the approval thereof shall be submitted to the Modifications Committee as required by this Declaration, but such request shall be accompanied by evidence that the Multifamily Association having jurisdiction thereover has already approved same or has no authority to review same, absent which approval the Modifications Committee shall not consider the submission.



(f) The votes to be cast on behalf of all condominiums and rental apartments within The Properties shall not, in the aggregate, exceed forty-nine percent (49%) of all Association votes.

Section 5. Rental Apartments. In the event that rental apartments are constructed on any portion of The Properties, then the following special provisions shall apply:

(a) The overall apartment project shall be deemed one Lot for purposes of the lien for Assessments hereunder as well as architectural approvals, use restrictions and maintenance requirements as provided in this Declaration.

(b) Notwithstanding the foregoing, each individual apartment within an apartment project shall be deemed a Lot for purposes of Assessments and voting hereunder (i.e., each apartment shall entitle the Owner of the apartment project to one vote and shall be assessed as one Lot); provided, however, that the Supplemental Declaration submitting the apartment project to this Declaration may provide for a reduced rate of Assessment and/or allocated votes for each apartment unit.

(c) While an apartment project shall not have a Neighborhood Committee, the Owner thereof shall designate a voting representative to cast the votes attributable to the apartment project by written notice to the Association given before the meeting at which the votes are to be cast.

(d) The Owner of an apartment project shall be jointly and severally liable with its tenants for any violations of this Declaration or the rules and regulations of the Association.

Section 6. Maximum Votes. The votes to be cast on behalf of all condominiums and rental apartments within The Properties shall not, in the aggregate, exceed forty-nine percent (49%) of all Association votes.

Section 7. Non-Residential Property. In the event that any portion of The Properties is developed for commercial, institutional or office uses, then a Supplemental Declaration submitting same to this Declaration shall provide for such voting rights, Assessment obligations, use restrictions, maintenance standards and architectural control requirements as the Declarant shall determine and declare in the Supplemental Declaration.

ARTICLE XIV

GOVERNMENTAL REQUIREMENTS

Section 1. Preamble.

Because the development and use of The Properties is governed by the City, the County and the South Florida Water Management District ("SFWMD"), among other governmental and quasi-governmental entities, this Article has been adopted for the purpose of including in this

Declaration certain provisions required by such entities. Accordingly, the heading of each Section set forth below refers to the entity having required the provisions contained in that Section.

Section 2. City.

Ordinance 97-72 adopted on October 13, 1997 by the City Council of Port St. Lucie, Florida, as it may be amended from time to time, and as more particularly set forth in the document entitled *Winterlakes PUD Conceptual Development Plan* ("Master Plan") on file with the City, shall govern the development and maintenance of the Properties.

- (a) Right of Entry by City. The City law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Common Areas as may be necessary to perform those duties.
- (b) Ownership of the Common Areas. Notwithstanding anything herein contained to the contrary, the Association shall not dispose of any Common Areas, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas.
- (c) Disturbance of Common Areas. No lands in the Common Areas constituting common open space shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the City of Port St. Lucie's Planning Director.
- (d) Maintenance and Care. The Association or its successors shall at all times maintain the common areas in reasonable order and condition.

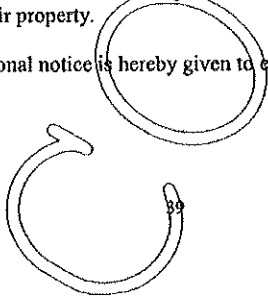
Section 3. South Florida Water Management District (SFWMD)

It shall be the responsibility of each Owner, at the time of construction of a building, residence or structure, to comply with the construction plans for the surface water management system serving The Properties pursuant to the Environmental Resource Permit.

No Owner may construct or maintain any building, residence or structure or undertake or perform any activity in the Conservation Areas and drainage easements described in the approved permit and recorded plat for the applicable portion of the Properties, unless prior approval is received from the SFWMD Regulation Department.

The Owners shall not remove native vegetation that become established within the wet detention ponds abutting their property.

The following additional notice is hereby given to each purchaser of a Parcel or any other portion of the Property:



THE PURCHASER IS HEREBY NOTIFIED THAT THIS PROPERTY IS SUBJECT TO THE REQUIREMENTS OF THE ENVIRONMENTAL RESOURCE PERMIT ISSUED BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR THE PROPERTIES PURSUANT TO THE INFORMATION CONTAINED WITHIN APPLICATION _____.

Section 4. Association.

The Association shall at all times be responsible for the following:

- (a) To maintain The Properties in accordance with the requirements set forth in the Environmental Resource Permit issued by the South Florida Water Management District.
- (b) To own, operate and maintain the surface water management system (including environmental Conservation Areas in the water management portions of the common areas.)
- (c) The cost for maintaining and operating the surface water management system (including environmental Conservation Areas in the water management portions of the common areas) and the common areas shall be budgeted and paid for by the owners in accordance with Article V of this Declaration.
- (d) Any proposed amendment to the Association's documents, including this Declaration, which would affect the surface water management system (including environmental Conservation Areas in the water management portions of the common areas) must be submitted to the SFWMD for determination of whether the amendment necessitates a modification of the Environmental Resource Permit. If a modification is necessary, the SFWMD will so advise the permittee.
- (e) In the event wetland mitigation monitoring is required, it shall be the Association's responsibility to complete the task successfully, including meeting all conditions associated with mitigation maintenance and monitoring.
- (f) The Association shall cause to be attached to its rules and regulations as an exhibit the Environmental Resource Permit and its conditions for the Properties. The registered agent for the Association shall maintain copies of all further permitting actions for the benefit of the Association.

Section 5. Rules of Construction and Amendment.

Notwithstanding anything in this Declaration to the contrary, in the event of conflict between any provisions of this Declaration, the Articles of Incorporation, the By-Laws or any rules, regulations or manual adopted by the Association, then the provisions of this Article shall supersede and control. Further, no Amendment to this Declaration shall be made which amends

any provision of this Article or has the effect of overriding or changing the application of a provision of this Article, in either case without the prior written consent of the entity which has required the applicable Section within this Article.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Association, the Modifications Committee, and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Lots subject hereto and of 100% of the mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 4. Amendment.

(a) In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, deleted or added to at any time and from time to time prior to date on which the transition of Association control from the Declarant to the non-Declarant members, as set forth in Section 617.307, *Florida Statutes*, occurs, upon the execution and recordation of an instrument executed by Declarant alone, for so long as it or its affiliates holds title to any Lot affected by this Declaration, provided that any such amendment shall be consistent with the general scheme of the development of the Properties or required by a governmental agency, FNMA/FHLMC, VA or FHA or the like; or alternatively by approval of not less than 66 % votes of the entire membership of the Association, voting being performed by the Members directly and not through their Neighborhood Representatives, provided, that so long as Declarant or its affiliates is the Owner of any Lot affected by this Declaration, Declarant's consent must be obtained if such amendment, in the sole opinion of the Declarant, affects its interest.

(b) Notwithstanding anything to the contrary provided in this Declaration, any amendment to the Declaration which involves the Surface Water Management System, the Conservation Areas, or the Environmental Resource Permit will require written approval from the South Florida Water Management District, or its successor.

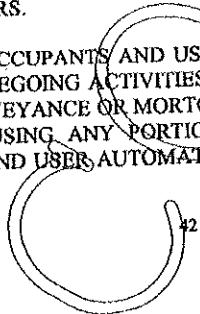
Section 5. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

Section 6. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, By-Laws or rules and regulations of the Association and said Articles shall take precedence over the By-Laws and rules and regulations and the By-Laws shall take precedence over the rules and regulations.

Section 7. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement or no separate ownership of the dominant and servient estates, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees, or to be a "springing easement" for the purpose of allowing the original party or parties to whom, or the original party to which, the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 8. Notice as to Blasting and Other Activities ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTIES ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES WILL BE FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES NOT NORMALLY ASSOCIATED WITH A RESIDENTIAL NEIGHBORHOOD, EITHER WITHIN, NEARBY OR WITHIN SIGHT OR SOUND OF THE PROPERTIES. SUCH ACTIVITIES MAY INCLUDE SITE CLEARING (INCLUDING THE REMOVAL OF LARGE AMOUNTS OF TREES, BLASING, BURNING, EARTH MOVING, TRAFFIC GENERATING AND OTHER PRACTICES CREATING UNSIGHTLY CONDITIONS, NOISE (AT ALL HOURS) AND DISTURBING ODORS.

ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTIES ARE HEREBY NOTIFIED OF THE FOREGOING ACTIVITIES AND BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTIES, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES



AND AGRBES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTIES WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHER-WISE DURING NON-WORKING HOURS), (iii) DECLARANT AND ANY OTHER PARTY CONDUCTING OR PARTICIPATING IN SUCH ACTIVITIES SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTIES HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTIES.

Section 9. Notices and Disclaimers as to Water Bodies. NEITHER DECLARANT, THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI - GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK.

ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITATE OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE PROPERTIES AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

Section 10. Covenants Running With The Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to the properties. Without limiting the generality of Section 4 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the land as aforesaid) be achieved.

Section 11. Use of Names. All persons are hereby notified that the name "Winterlakes" and any other names used by Declarant in connection with The Properties (as expanded from time to time) or the overall development in which The Properties are located, are the sole property of Declarant or the applicable affiliate thereof. Accordingly, no person acquiring title to or any interest in any portion of The Properties shall, by virtue thereof, acquire any right to use any of such names in any manner. Declarant may, however, license or otherwise grant permission to use any of such names, but the fact the Declarant may do so, or does so, shall not change the foregoing and shall be effective only to the extent permitted by such license or other grant of permission.

ARTICLE XVI

DISCLAIMER OF LIABILITY OF ASSOCIATION

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENT"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE, 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 SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE 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, THE COUNTY, THE CITY, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY 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.

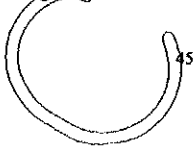
EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTIES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE 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 XVII

STATUS OF EXECUTING PARTY

BRISBEN FAMILY LIMITED PARTNERSHIP, a Georgia limited partnership, has executed this Declaration and caused same to be recorded in the Public Records of St. Lucie County, Florida, solely for the purpose of subjecting its fee simple ownership of The Properties to the covenants, conditions, restrictions, easements, charges, liens, terms and provisions hereof and, in doing so, has designated WINTERLAKES, INC., a Florida corporation, as the "Declarant" hereunder. Accordingly, BRISBEN FAMILY LIMITED PARTNERSHIP, a Georgia limited partnership, does not, by making this Declaration or by virtue of anything else done or not done



in connection herewith or with The Properties or the Association, suggest, admit or accept any liability for any acts or omissions in such regard and all parties dealing with The Properties, the Declarant hereunder or the Association shall look solely to WINTERLAKES, INC. with respect to any liability or as a result of the performance or nonperformance of any obligations of Declarant hereunder.

EXECUTED as of the date first above written.

BRISBEN FAMILY LIMITED PARTNERSHIP,
a Georgia limited partnership

By: BRISBEN FAMILY, INC.,
a Florida corporation
Its: General Partner

John Harris
Name:

By: William O. Brisben

Crescent McCants
Name:

Its: President
(CORPORATE SEAL)

Address: 945 Hill Street
Cincinnati, OH 45202

STATE OF Florida
COUNTY OF Martin

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 2
day of December, 2004, by WILLIAM O. BRISBEN, as President of BRISBEN
FAMILY, INC., a Florida corporation, the General Partner of BRISBEN FAMILY LIMITED
PARTNERSHIP, a Georgia limited partnership, to ~~me~~ personally known or produced
as identification.

John Harris
Name:
Notary Public
My Commission Expires _____
Commission No. _____



JOINDER AND ACCEPTANCE BY DECLARANT

WINTERLAKES, INC., a Florida corporation, hereby joins in the making of this Declaration.

WITNESSED BY:

WINTERLAKES, INC.
a Florida corporation

Jessica Lind
Name:

By: [Signature]
Name: CAROL ANN CARDELLA, President
[CORPORATE SEAL]

Evira M. Duffley
Name:

Address: 919 SW Grand Reserves Blvd.
Port St. Lucie, Florida 34986

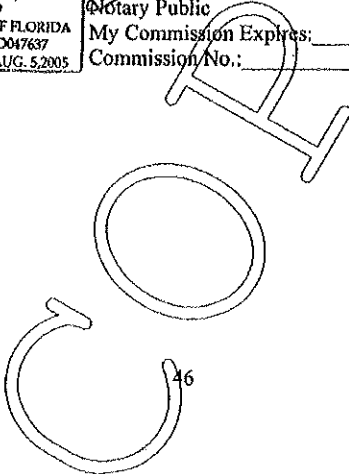
STATE OF FLORIDA

COUNTY OF ST. LUCIE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 3rd day of December, 2004, by CAROL ANN CARDELLA, as President of WINTERLAKES, INC, a Florida corporation, to me personally known or produced as identification.

OFFICIAL NOTARY SEAL
JESSICA LIND
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD047637
MY COMMISSION EXP. AUG. 5, 2005

Jessica Lind
Name: _____
Notary Public
My Commission Expires: _____
Commission No.: _____

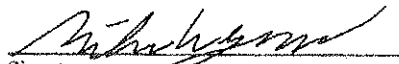


JOINDER AND CONSENT


The undersigned hereby certifies that it is the owner of a portion of Winterlakes, according to the plat recorded in Plat Official Records Book 41, Page 38, of the Public Records of St. Lucie County, Florida ("Maronda Tract"), and hereby joins in to the foregoing Declaration of Protective Covenants for Winterlakes ("Declaration"), and covenants and agrees that the Maronda Tract shall be subject to the Declaration as if the Declaration had been executed and recorded prior to conveyance of the Maronda Tract to Maronda Homes, Inc. of Florida.

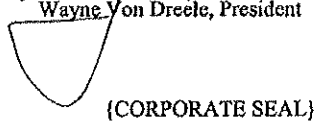
Signed, sealed and delivered in the presence of:

MARONDA HOMES, INC. OF FLORIDA,
a Florida corporation


Signature
Print Name: Michael Wenger

By: 
Wayne Von Dreele, President

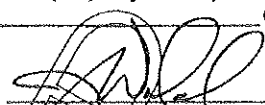

Signature
Print Name: J. Wieland

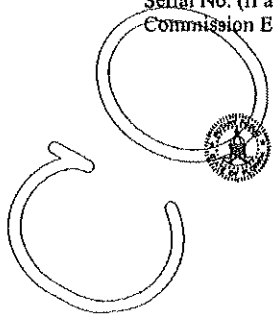

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24 day of November, 2004 by Wayne Von Dreele, the President of Maronda Homes, Inc. of Florida, a Florida corporation, on behalf of the corporation. He { x } is personally known to me or { } has produced _____ as identification.

Notary Stamp


Signature of Notary Public
Print Name: _____
Serial No. (if any): _____
Commission Expires: _____



Jeffrey P. Wieland
MY COMMISSION # DD197121 EXPIRES
May 1, 2007
BONDED THROUGH FARM INSURANCE, INC.

EXHIBIT "A"
ARTICLES OF INCORPORATION

COPY

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

00 JUN 21 PM 4: 56

ARTICLES OF INCORPORATION

OF

WINTERLAKES PROPERTY OWNERS ASSOCIATION, INC.

(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not for Profit, the undersigned hereby adopts and sets forth these Articles of Incorporation, viz:

ARTICLE I

NAME OF CORPORATION AND MAILING ADDRESS

The name of this corporation shall be:

WINTERLAKES PROPERTY OWNERS ASSOCIATION, INC., hereinafter in these Articles referred to as the "Association." The mailing address of the corporation shall be 7800 E. Kemper Road, Cincinnati, OH 45249.

The Association is not a condominium association under Chapter 718, *Florida Statutes*.

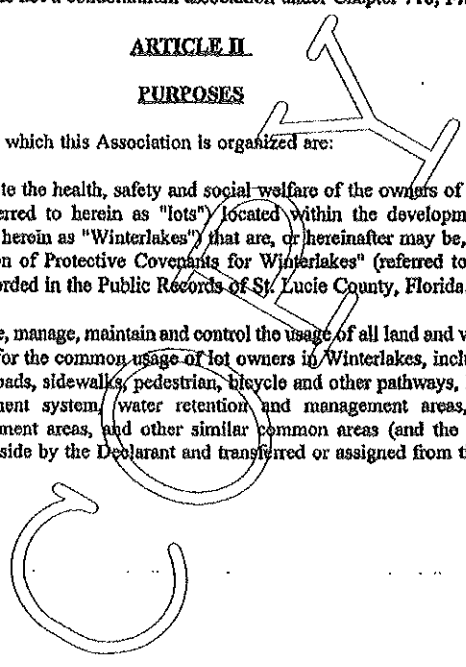
ARTICLE II

PURPOSES

The purposes for which this Association is organized are:

A. To promote the health, safety and social welfare of the owners of all lots, tracts, or parcels of land (referred to herein as "lots") located within the development known as Winterlakes (referred to herein as "Winterlakes") that are, or hereinafter may be, subject to the terms of the "Declaration of Protective Covenants for Winterlakes" (referred to herein as the "Declaration") to be recorded in the Public Records of St. Lucie County, Florida.

B. To operate, manage, maintain and control the usage of all land and water areas and improvements intended for the common usage of lot owners in Winterlakes, including, without limitation, such private roads, sidewalks, pedestrian, bicycle and other pathways, lakes, bridges, surface water management system, water retention and management areas, landscaping, conservation areas, easement areas, and other similar common areas (and the improvements thereon) as may be set aside by the Declarant and transferred or assigned from time to time to



the Association for the common use or benefit of the Property owners in Winterlakes, and/or for the purpose of operation and maintenance by the Association.

C. To furnish or otherwise provide for street lighting, and such other services as may be deemed necessary or desirable by the Board of Directors of the Association and to acquire such capital improvements and equipment as may be related thereto.

D. To provide, purchase, acquire, replace, improve, maintain and repair such improvements to the common areas, including, without limitation, buildings, structures, streets, sidewalks, street lights, landscaping, equipment, furniture and furnishings, both real and personal, as the Board of Directors of the Association, in its discretion, determines to be necessary or desirable for the promotion of the health, safety, and social welfare of the members of the Association.

E. To carry out all the duties and obligations assigned to it under the terms of the Declaration.

F. To carry out all the duties and obligations assigned and/or imposed on it by any Zoning or Development Order regarding development of all or a portion of Winterlakes.

G. To operate without profit and for the sole and exclusive benefit of its members.

ARTICLE III

GENERAL POWERS

The powers that the Association shall have are as follows:

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any and all other act necessary or expedient for carrying on any and all of the objects and purposes set forth in these Articles of Incorporation and not prohibited by the laws of the State of Florida.

B. Operate and maintain common property, including the surface water management system as permitted by the South Florida Water Management District, all lakes, retention areas, culverts and related appurtenances.

C. To establish a budget and to fix assessments to be levied against all lots which are subject to assessment pursuant to the aforesaid Declaration for the purposes of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing

year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements.

D. To place liens against any lot subject to assessment for delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

E. To hold funds solely and exclusively for the benefit of the Association for the purposes set forth in these Articles of Incorporation.

F. To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions, and agreements in order to effectuate the purposes for which the Association is organized.

G. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

H. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

I. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, operated, maintained or used by the Association.

J. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the Declaration.

K. Sue and be sued.

L. To perform any act required or contemplated of it under any Development Order.

M. In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

N. To employ personnel; to retain independent contractors and professional personnel; and to enter into service contracts to provide for the maintenance, operation and management of Association property, and to enter into any other agreement consistent with the purposes of the Association, including but not limited to, agreements to employ professional management and to delegate to such professional management certain powers and duties of the Association.

O. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the

Declaration including, without limitation, the power to borrow money (from the Declarant or others) for Association purposes. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in the Declaration and to provide for the general welfare of its membership.

ARTICLE IV

MEMBERS/VOTING

Section 1. Membership. Every person or entity who or which is a record owner of a fee or undivided fee interest in any Lot or Tract which is subject to the Declaration shall be a Member of the Association, provided that any such person or entity who holds record ownership merely as security for the performance of an obligation shall not be a Member of the Association.

Section 2. Voting Rights. The votes of the classes of Members of the Association shall be cast by their respective classes of Members as follows:

Class A. Class A Members shall be all those owners, as defined in Section 1, with the exception of the Declarant (as to Declarant, as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify).

Class A Members located in a specific Neighborhood shall be entitled to elect from among themselves a five (5) person Neighborhood Committee in accordance with the By-Laws, which shall then elect one (1) Member (the "Neighborhood Representative") to have and cast one (1) vote in all Association matters for each Lot in the Neighborhood from which the Neighborhood Representative is elected. The first election and subsequent elections of each Neighborhood Representative shall be conducted at the times and in the manner provided in the Association's By-Laws.

In the event that there is a mandatory membership association for a Neighborhood (e.g., a condominium association), its Board of Directors shall serve as the Neighborhood Committee and its size, election procedures, terms of office and the like shall be governed by its own Articles of Incorporation and By-Laws rather than these By-Laws.

Class B. The Class B Member shall be the Declarant, or a representative thereof designated by it in a written notice to the Association, who shall have and cast one (1) vote in all Association matters, plus two (2) votes for each vote which may be cast by the Class A Members. The Class B Membership shall cease and terminate (and convert to a Class A Membership) as and when provided in the Declaration.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of Members, and may make provisions for regular and special meetings of

Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if the Neighborhood Representatives having the power to cast a majority of the votes of the Members shall be present at the meeting. Except as expressly provided to the contrary by the Declaration, these Articles, or the By-Laws, all voting at meetings of the Members for the owners of any Lot or Tract located in a specific Neighborhood shall be done only by the Neighborhood Representatives for said Lots or Tracts.

Section 4. General Matters. When reference is made herein, or in the Declaration, By-Laws, rules and regulations, management contracts, or otherwise, to a majority or specific percentage of the Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of the Members eligible to be cast by their respective Neighborhood Representative present at a duly constituted meeting thereof (*i.e.*, one for which proper notice has been given and at which quorum exists) and not of the Members themselves (or their Lots) or of the individual Neighborhood Representative themselves.

ARTICLE V

CORPORATE EXISTENCE

The Association shall have perpetual existence; however, if the Association is dissolved, a condition precedent shall be the conveyance to an appropriate agency of local government, with said agency's acceptance of all that property consisting of the surface water management system which the Association was obligated to maintain pursuant to the Declaration and the Common Areas, or in the alternative, the surface water management system and Common Areas shall be dedicated to a similar non-profit corporation.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed and conducted by a Board of Directors of no fewer than three (3), nor more than seven (7), members (directors) as determined pursuant to Section 2 below.

Section 2. Election of Directors. Except as otherwise provided herein and for the first Board of Directors and their Declarant-appointed replacements, directors shall be elected by the Association as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. Notwithstanding the foregoing, until such time as the Declarant is required to turn over control of the Association as provided in Article III, Section 3 of the Declaration, the Class B Voting Member shall have the right to appoint the Directors of the Association by written notice to such effect or by an announcement reflected in the minutes of the annual meeting of the Association, without the

necessity of a vote, subject to the provisions of Article III, Section 3, Turnover of Controls of the Declaration, which is incorporated herein by this reference.

Initially, there shall be three (3) directors elected by the Class B Member (Declarant).

At the special meeting called pursuant to Article III, Section 3 of the Declaration for turnover of control of the Association, the Class A Members, voting through their Neighborhood Representatives, shall elect a majority of the Board of Directors, which shall then consist of seven (7) Directors.

As used herein, the "total number of lots to ultimately be located within The Properties" shall be established by written notice from Declarant to the Association and shall be based upon a reasonable projection of same made by Declarant subject to change from time to time. The Association shall be entitled to rely upon the last notice to such effect received from Declarant when the Association conducts an election as aforesaid.

Section 3. Voting Groups. Prior to the date or event provided in Section 3 of Article III of the Declaration for turnover of control of the Board of Directors to Members other than the Declarant, the Board of Directors shall place the various Voting Members in at least three (3) "Voting Groups". Such Voting Groups shall include those Neighborhood Representatives who represent Neighborhoods having similar characteristics, as determined by the Board, based upon types of Units/Lots (e.g., "single family" v. "townhomes" v. "condos" v. "Lots other than Residential Lots") and/or other such factors as the Board may deem relevant to establish a balanced representation of all Owners and Neighborhoods such that no identifiable groups have disproportionate representation. The Lots or Tracts other than Residential Lots and Tracts shall always constitute a single, separate voting group.

The Voting Groups shall be established so that:

- (a) Tracts A and C, as shown on the Master Plan, shall be assigned to one Voting Group that shall be entitled to elect a total of one (1) Director;
- (b) Tracts D and E, as shown on the Master Plan, shall be assigned to one or two Voting Groups that shall be entitled to elect a total of one (1) Director; and
- (c) Tracts F and G, as shown on the Master Plan, shall be assigned to one or two Voting Groups that shall be entitled to elect a total of two (2) Directors.
- (d) Tract H, as shown on the Master Plan, shall be assigned to one or two Voting Groups that shall be entitled to elect a total of one (1) Director.

The Declarant may by Supplemental Declaration provide the allocation of Voting Groups and Directors among the Tracts representing the four sets of Tracts described in subparagraphs (a), (b), (c) and (d) above, and any such allocation shall be binding upon the Board of Directors.

The Neighborhood Representatives in each Voting Group so established shall each then elect the number of Directors allocated to that Voting Group by a plurality of the votes of the Neighborhood Representatives in that Voting Group.

Once established, Voting Groups may not be changed without the affirmative vote of two-thirds (2/3rds) of the votes cast by all Voting Members.

Except with respect to the election of Directors, Neighborhood Representatives shall vote on an independent basis, each casting the number of votes equal to the number of Lots in their respective Neighborhoods and not in their respective Voting Groups.

Section 4. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of Voting Members and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

Name	Address
Carol Ann Cardella	7800 E. Kemper Road Cincinnati, OH 45249
Tara Brisben	7800 E. Kemper Road Cincinnati, OH 45249
Chad Brisben	7800 E. Kemper Road Cincinnati, OH 45249

Section 5. Vacancies. If a director shall for any reason cease to be a director, the remaining Directors shall elect a successor to fill the vacancy for the balance of the unexpired term.

Section 6. Term of Office. Directors designated by the Class B Member shall serve until same are removed by the Class B Member or until same become legally incapacitated from serving in such position. Directors elected by Class A Members shall serve commencing upon their election and continuing until the next annual meeting of the Association (but they may succeed themselves) or until their successors are duly elected and have qualified.

ARTICLE VII

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, one or more Vice Presidents, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director. Other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

<u>Name and Office</u>	<u>Address</u>
<u>President:</u> Carol Ann Cardella	7800 E. Kemper Road Cincinnati, OH 45249
<u>Vice-President and Treasurer:</u> Chad Brisben	7800 E. Kemper Road Cincinnati, OH 45249
<u>Secretary:</u> Tara Brisben	7800 E. Kemper Road Cincinnati, OH 45249

ARTICLE VIII

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the membership in the manner set forth in the By-Laws.

ARTICLE IX

AMENDMENTS

Section 1. Amendments to these Articles of Incorporation may be proposed by a majority of the Board of Directors of the Association and approved in the manner provided in Chapter 617, *Florida Statutes*; provided, however, (i) that to the maximum extent lawful the Declarant may unilaterally amend these Articles and shall have the right to approve any amendments proposed by persons other than Declarant, and (ii) the vote required to amend these Articles (if not unilaterally amended by the Declarant) shall be 66-2/3% of the total votes cast by the Neighborhood Representatives. Notwithstanding anything to the contrary provided in these Articles, no amendment may adversely affect the voting rights, including the number of Directors who may be elected, of the Owners of any Tract or Tracts, without the consent of 66-2/3% of the voting interests of the affected Tracts.

Section 2. Notice of a proposed amendment shall be included in the notice of the meeting at which such amendment is to be considered and shall otherwise be given in the time and manner provided in Chapter 617, *Florida Statutes*. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

Section 3. In case of any conflict between these Article of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Declaration, the Declaration shall control.

ARTICLE X

INCORPORATOR

The name and address of the Incorporator of this Corporation is:

Name

Address

Carol Ann Cardella

7800 E. Kemper Road
Cincinnati, OH 45249

ARTICLE XI
INDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he/she is or was a director, employee, officer, committee member or agent of the Association, against expenses (including attorneys' and paraprofessional fees and appellate attorneys' and paraprofessional fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or in a manner he/she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his/her conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, 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 or did act in a manner which he/she believed to be not in or opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he/she had reasonable cause to believe that his/her conduct was unlawful.

Section 2. To the extent that a director, officer, employee, committee member or agent of the Association has been successful on the merits or otherwise in defense of any action suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorneys' and paraprofessional fees and appellate attorneys' and paraprofessional fees) actually incurred by him/her in connection therewith.

Section 3. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, employee, committee member or agent to repay such amount unless it shall ultimately be determined that it is entitled to be indemnified by the Association as authorized in this Article.

Section 4. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, both of Members or otherwise, both as to action in their official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee, committee member or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 5. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, committee member or agent 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 any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the power to indemnify them against such liability under the provisions of this article.

Section 6. The provisions of this Article XI shall not be amended so as to impair any accrued right of indemnification.

ARTICLE XII

REGISTERED AGENT

Until changed, Wilson C. Atkinson, III, Esquire, shall be the registered agent of the Association and the registered office shall be at 1946 Tyler Street, Hollywood, FL 33020.

IN WITNESS WHEREOF, the said Incorporator has hereunto set his hand this 13 day of June, 2000.



CAROL ANN CARDELLA

S:\99219\ARTICLES OF INCORPORATION.wpd

COPY

-11-

EXHIBIT "B"

BY-LAWS

COPY

FTL:1324863:3

BY-LAWS OF WINTERLAKES PROPERTY OWNERS ASSOCIATION, INC.

*A corporation not for profit organized
under the laws of the State of Florida*

1. **Identity.** These are the By-Laws of WINTERLAKES PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit, incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of incorporation.

1.1 **Fiscal Year.** The fiscal year of the Association shall be the twelve month period commencing January 1st of each year and terminating December 31st of the succeeding year.

1.2 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. **Definitions.** For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration of Protective Covenants for Winterlakes (the "Declaration") as same is or shall be recorded in the Public Records of St. Lucie County, Florida and in the Articles, unless herein provided to the contrary, or unless the context otherwise requires.

3. **Members.**

3.1 As provided in Section 4, Article III, of the Declaration, and in Section 3 of Article IV of the Articles, all voting of membership interests shall be conducted by votes of the Neighborhood Representatives, each casting the number of votes equal to the number of Lots in their respective Neighborhood; provided, however, that voting for and election of directors shall be as provided in Section 3 of Article VI of the Articles.

3.2 **Annual Meeting.** The annual meeting of the Neighborhood Representatives shall be held on a date during the last quarter of each calendar year, and at the time and place, all as determined by the Board of Directors from time to time. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted, or as stated in the notice of the meeting sent to Neighborhood Representatives in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the last quarter of each calendar year following the year in which the Declaration is recorded.

3.3 Special Meetings. Special meetings of Neighborhood Representatives shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from the Neighborhood Representatives having the power to cast a majority of the votes of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3.4 Attendance by Owners. All meetings of the Neighborhood Representatives shall be open to all Members. The right to attend such meetings does not necessarily include the right to speak at same.

3.5 Notice of Meeting; Waiver of Notice. Notice of a meeting of Neighborhood Representatives (annual or special) stating the time and place and the purpose(s) for which the meeting is called, shall be given to the Neighborhood Representatives by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on The Properties for at least forty-eight (48) continuous hours prior to the meeting. The notice of the annual meeting shall be hand delivered or sent by regular mail to each Neighborhood Representative. The posting and mailing of the notice for either special or annual meetings, which notice shall incorporate an identification of agenda items in the case of special meetings, shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. The Board shall adopt by rule, and give notice to all Neighborhood Committees of, the specific location on The Properties upon which all notices of meetings shall be posted.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Neighborhood Representative, either in person or by proxy, shall constitute such Neighborhood Representative's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when their attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, or the manager or other person providing notice of a meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section. No other proof of notice of a meeting shall be required.

3.6 Quorum. A quorum at a Neighborhood Representatives' meetings shall be attained by the presence, either in person or by proxy (limited or general), of Neighborhood Representatives entitled to cast thirty (30%) percent of the votes entitled to be cast at the subject meeting, provided, however, that at the annual



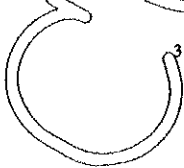
meeting at which Directors are to be elected, the actual number of voting interests present at the meeting, either in person or by proxy, shall be deemed to establish a quorum.

3.7 Voting.

(a) Number of Votes. Each Neighborhood Representative shall have and cast as many votes as there are Lots in the Neighborhood represented thereby. No Neighborhood Representative may divide or allocate such votes.

(b) Majority Vote. The acts approved by a majority of the votes present and voting in person or by proxy at a meeting at which a quorum shall have been attained shall be binding for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the owners" and, "majority of the members" shall mean a majority of the votes entitled to be cast by the Neighborhood Representatives (except for instances where direct voting by Members and not through Neighborhood Representatives is provided) and not a majority of the members, Lots or Neighborhood Representatives themselves and shall further mean more than 50% of the then total authorized votes present and voting in person or by proxy at any meeting at which a quorum shall have been attained. Similarly, if some greater percentage of members or votes is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Neighborhood Representatives and not of the members, Lots or Neighborhood Representatives themselves.

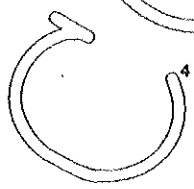
(c) Voting Certificate. With respect to Neighborhood Committee elections in which members themselves vote, if a Lot is owned by one person, that person's right to vote shall be established by the roster of members. If a Lot is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Lot. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Lot shall be presumed to have the authority to do so unless the Board of Directors is otherwise notified. If a Lot is owned by a corporation or other business entity, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by an appropriate officer of the corporation, or other person authorized by law to bind the entity, and filed with the secretary of the Association. Such person need not be an Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked



by any record owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot for which such certificate is required is not on file or has been revoked, the vote attributable to such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

3.7 Proxies. Votes to be cast by Neighborhood Representatives at meetings of the Association, and votes to be cast at elections of Neighborhood Committees, may be cast in person or by proxy. Except as provided herein, Neighborhood Representatives and Members may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form approved by the Board of Directors. General proxies may be used for voting for nonsubstantive changes to items for which a limited proxy is given. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Lot (as above described), name the person(s) voting by proxy and the person authorized to vote on behalf of such person(s) and filed with the Secretary (or, in the case of the election of a Neighborhood Committee after a Chair thereof has been elected, the Chair of the Committee) before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted. A Neighborhood Representative may only grant a proxy to a person elected as his alternate by the respective Neighborhood Committee, which shall notify the Secretary of the Association of the name of such alternate.

3.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the Neighborhood Representatives who are present, either in person or by proxy may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled Meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.



3.9 Order of Business. If a quorum has been attained, the order of business at annual meetings, and, if applicable, at other Neighborhood Representatives' or Neighborhood meetings, shall be:

- (a) Call to order by President (or Neighborhood Committee Chair);
- (b) Appointment by the President of a Chair of the meeting (who need not be a member or a director);
- (c) Proof of notice of the meeting or waiver of notice,
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Unfinished business;
- (h) Elections;
- (i) New business;
- (j) Adjournment.

Such order may be waived in whole or in part by direction of the Chair of the meeting.

3.10 Minutes of Meeting. The minutes of all meetings shall be kept in written form or on auditory tape and made available for inspection by owners or their authorized representatives and Board members at any reasonable time for proper purposes, but not as to matters covered by attorney-client privilege. The Association shall retain these minutes for a period of not less than seven years.

3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful any action required or which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a Vote if a consent in writing, setting forth the action so taken, shall be signed by the persons entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving persons having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association or other authorized agent of the Association. Written consent shall not be effective to take the corporate action

referred to in the consent unless signed by Neighborhood Representatives having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of this Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document,

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) directors, the exact number to be determined as provided in the Articles. Directors must be natural persons who are 18 years of age or older. Directors may not vote at Board meetings by proxy.

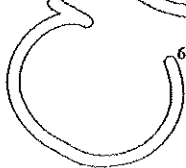
4.2 Election of Directors. Members of the Board of Directors shall be elected in the manner provided in the Articles of Incorporation.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by Neighborhood Representatives (as addressed in subsection (b) below), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors at any Board meeting.

(b) Any Director elected by the Neighborhood Representatives (other than the Class B Member) may be removed by concurrence of a majority of the votes of the Class A Neighborhood Representatives at a special meeting called for that purpose or by written agreement signed by the Neighborhood Representatives entitled to cast a majority of the Class A votes. The vacancy in the Board of Directors so created shall be filled by the Voting Groups at a special meeting called for such purpose, or by the Board of Directors if such meeting does not occur within five (5) days of the removal.

(c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by Voting Groups other than the Class B Member, neither the first Directors of the Association nor any other Directors named by the Class B Member, shall be subject to removal by Members other than the Class B Member, but the first Directors and



Directors replacing them may be removed and replaced by the Class B Member without the necessity of any meeting.

(d) If a vacancy on the board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, any owner may apply to the Circuit Court within whose jurisdiction the properties are located for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the owner shall mail to the Association a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws, if, during such time, the Association fails to fill the vacancy(ies), the Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and reasonable attorneys' and paraprofessional fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. Notwithstanding the foregoing, any Director designated by the Class B Member shall serve at the pleasure of the Class B Member.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment. The Directors calling the organizational meeting shall give at least three (3) days advance notice thereof, stating the time and place of the meeting.

4.6 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors at which a quorum of the Board is present shall be open to all Owners, but such Owners shall not be entitled to speak at the meeting. Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors.

4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the

place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

4.8 Quorum and Voting. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present and voting at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws. Each Director shall have one (1) vote on all matters coming before the Board, such vote to be cast only by the Director (*i.e.*, not by proxy).

4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted.

4.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- (a) Proof of due notice of meeting;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Directors, Members or their authorized representatives, for proper purposes (subject to attorney-client privilege) at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

4.14 Committees Generally. The Board may by resolution also create committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable.

4.15 Neighborhood Committee. In addition to the Modifications Committee (if created) and any general committee of the Association, the Board of Directors shall create Neighborhood Committees which shall be composed and operated as follows:

(a) As soon as practicable after seventy-five percent (75%) of the Lots in a Neighborhood have been conveyed to Class A Members, the President or Secretary of the Association shall call a meeting of all Owners in the Neighborhood by giving at least fourteen (14) days written notice of such meeting,

(b) The President of the Association or his designee shall preside over the meeting of the owners in the Neighborhood, which meeting shall be conducted per Section 12 of these By-Laws. The actual number of voting interests in attendance at the meeting shall be deemed to establish a quorum.

(c) The Owners shall elect a five (5) person Neighborhood Committee by casting votes (in person or by proxy, which may be by a general proxy) for up to five (5) candidates. The persons receiving the five (5) highest number of votes shall be declared elected as the Neighborhood Committee until the next annual meeting of the Neighborhood.

(d) Within seven (7) days of its election, the Neighborhood Committee shall hold an organizational meeting at which it shall, at a minimum (i) elect a Chair, (ii) elect the Neighborhood Representative for the Neighborhood and (iii) establish a date for the annual meeting of the Neighborhood, which shall be no later than the month prior to the annual meeting of the Neighborhood Representatives for such year. The Chair shall then advise, in writing, the Secretary of the Association of the results of the foregoing actions.

(e) At each subsequent annual meeting, which shall be conducted as aforesaid and at which the Chair of the Neighborhood Committee shall preside, a new election of the Neighborhood committee shall be held pursuant to (b) and (c), above, and the Neighborhood Committee shall then proceed pursuant to (d), above. A Neighborhood Committee Member may be re-elected as many times as he/she receives the requisite number of votes.

(f) The Neighborhood Committee need not meet more than annually but may meet as often as it deems appropriate (and shall meet within a reasonable time after the Board of Directors requests that it do so for the purpose of responding to any questions put to it by the Board), but other than as provided in (d), above, the function of the Neighborhood Committee shall be advisory only,

(g) In the event of a vacancy on a Neighborhood Committee, the remaining members thereof shall select an Owner from the Neighborhood to serve until the next annual meeting of such Neighborhood.

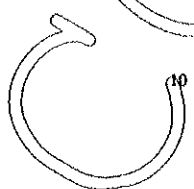
5. Authority of the Board.

5.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining (whether entirely or in supplement to other maintenance) all types of Common Areas and other Association property.

(b) Determining the expenses required for the operation of the Association and The Properties.

(c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas and the Association's property; subject, however, to the requirement of the Declaration that such maintenance and operations be performed by a professional property management company under contract with the Association.



(d) Adopting and amending rules and regulations concerning the details of the operation and use of The Properties.

(e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(f) Purchasing, leasing or otherwise acquiring title to, or an interest in real and personal property in the name of the Association, or its designee, for the use and benefit of its Members.

(g) Purchasing, leasing or otherwise acquiring Lots or other property, including, without limitation, Lots at foreclosure or other judicial sales, all in the name of the Association, or its designee.

(h) Selling, leasing, mortgaging or otherwise dealing with Lots or Tracts acquired by the Association, or its designee.

(i) Organizing corporations and appointing persons to act as designees of the Association in delegable matters.

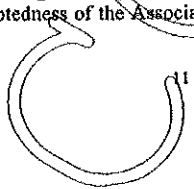
(j) Obtaining and reviewing insurance for the Common Areas and against liabilities;

(k) Making repairs, additions and improvements to, or alterations of Common Areas and repairs to and restoration of same, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(l) Enforcing obligations of the Owners, allocating revenue and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Association.

(m) Levying fines against applicable owners in accordance with the Declaration.

(n) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of Common Areas or the acquisition of real property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Neighborhood Representatives of Members having the power to cast at least two-thirds (2/3rds) of the votes cast by the Neighborhood Representatives shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed an amount equal to ten percent



(10%) of the budgeted gross expenses of the Association for the fiscal year in which the vote is taken.

(o) Contracting for the management and maintenance of the Common Areas and the Association and authorizing a duly licensed 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 covenants, restrictions and rules and maintenance, repair, and replacement of the Common Areas and other Association property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles and these By-Laws, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(p) Contracting with the City, County and other governmental and quasi-governmental entities.

(q) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and applicable statutes, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom, except the President, need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Owners.

6.2 President. The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties that are usually vested in the office of president of a property owners' association.

6.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. The Vice President also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of a

property owners' association and as may be required by the Directors or the President.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of a property owners' association and as may be required by the Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to Board of Directors for examination at reasonable time, the Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by the Board of Directors.

7. Fiduciary Duty. The officers and directors of the Association have a fiduciary relationship to the Owners.
8. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Association or for any other service to be supplied by such Director or officer. Directors and officers may be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
9. Resignations. Any Director or officer may resign their post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a latter date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.
10. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:
 - 10.1 Budget. The Board of Directors shall adopt an annual budget for the Association at least sixty (60) days prior to the beginning of each fiscal year, with

at least thirty (30) days' notice of the Assessments to be levied thereunder to be given to all Members.

Such budget shall contain projected revenues and reasonably distinct line items, for the expenses of operating the Association and the Common Areas including, without limitation, those for insurance, maintenance, professional fees, management fees, salaries and other employee expenses and general office and overhead items.

Each such budget shall also contain or be accompanied by a compilation of projected revenues and expenses for each Neighborhood for which Neighborhood Assessments will be levied.

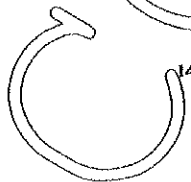
To the extent that reserves are established per section 10.2, below, then a schedule of same shall be prepared with each item to be shown as being for General Common Areas or Neighborhood Common Areas, as appropriate.

Notice of the adoption of the budget, together with either a copy of the budget or a statement that it will be furnished to any member upon request, shall be mailed to each Member prior to the effective date of the budget; this requirement may be satisfied by inclusion of such notice or a copy of the budget in a newsletter mailed to each member by the Association.

10.2 Reserves. The Board of Directors may elect to establish reserves for general contingencies and/or for the deferred maintenance and replacement (in whole or in part) of components of common Areas. Such reserves may be funded through contributions from initial purchasers of Lots/Units, as a part of General or Neighborhood Assessments, or otherwise as the Board determines. The fact that a reserve has been established for a particular purpose shall not preclude the use of funds in same for another purpose if (i) the Board approves such other use and (ii) where such funds were collected as part of Neighborhood Assessments, they are only used for a purpose(s) related to the Neighborhood from which they were received.

10.3 Depository. The depository of the Association shall be such federally insured institutions in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors.

The Board of Directors shall, by appropriate resolution (which may be on a form of resolution provided by a depository institution) designate the persons authorized to sign Association checks and shall require two (2) signatures on all checks or those for amounts in excess of that set by the Board.



10.4 Fidelity Bonds. Fidelity bonds may be obtained by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board, but in no event less than the amounts required by standards adopted by applicable mortgage lenders or insurers. The premiums on such bonds shall be paid by the Association.

10.5 Accounting Records and Reports.

(a) The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Owners or their authorized representatives at reasonable times for proper purposes and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, a record of all receipts and expenditures.

(b) The Association shall prepare an annual financial report within 60 days after the close of the fiscal year and, within that time, provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member; said notice and/or report may be contained in any newsletter prepared by the Association and mailed to the Members. The financial report must consist of either:

(i) Financial statements presented in conformity with generally accepted accounting principles; or

(ii) A financial report of actual receipts and expenditures, cash basis, which report must show:

1. The amount of receipts and expenditures by classification, and
2. The beginning and ending cash balances of the association.

10.6 Application of Payment. All payments made by an Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

11. Roster of Unit Owners. Each Owner shall file with the Association a copy of the deed or other document showing their ownership; this filing shall be performed by each Builder for sales by each Builder. The Association shall maintain such information in a roster of Owners. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall

produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

12. Parliament Rules. Except when specifically or impliedly waived by the chair of a meeting (either of Members, Neighborhood Representatives, Voting Groups or directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with applicable law, the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.
13. Amendments. Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:

13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by the Neighborhood Representatives having the right to cast not less than one-third (1/3) of the votes of the Members of the Association. Directors and Neighborhood Representatives not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(a) by not less than a majority of the votes of all Members of the Association represented at a meeting of Neighborhood Representatives at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors, or

(b) by the Class B Member.

13.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant or mortgagees without the consent of said Declarant or mortgagees, as applicable, in each instance. No amendment shall be made that is in conflict with the Articles or Declaration.

13.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County.

(k) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

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, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
3. All tax returns, financial statements, and financial reports of the Association.
4. Any other records that identify, measure, record, or communicate financial information.

16. Construction. Wherever the context so permits herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

17. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

18. Dispute Resolutions and Limitation on Litigation.

18.1 Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes. The Association, Declarant, all Owners subject to the Declaration and any person not otherwise subject to the Declaration who agrees to submit to this section (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving The Properties, the Declaration, Articles of Incorporation, these By-Laws or the Association, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Declaration, the Articles, these By-Laws or rules and regulations (each, a "Claim"), except for those Claims authorized in Section 18.2, shall be resolved using the procedures set forth in Section 18.3 in lieu of filing suit in any court or initiating proceedings before any administrative tribunal seeking redress or resolution of such Claim. The provisions of this Section 18 are

intended to be effective to the fullest extent permitted by law, and also to implement the provisions of Section 617.311, *Florida Statutes*.

18.2 Exempt Claim. The following Claims ("Exempt Claims") shall be exempt from the provisions of Section 18.3:

(a) any suit by the Association against any Bound Party to enforce the obligation to pay Assessments, interest or related costs and reasonable attorney's and paraprofessional fees;

(b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of the Declaration;

(c) any suit between owners (other than Declarant) seeking redress on the basis of a Claim which would constitute a cause of action under federal law or the laws of the State of Florida in absence of a claim based on the Declaration, these by-Laws, or Articles or rules and regulations of the Association, if the amount in controversy exceeds \$5,000;

(d) any suit arising out of any written contract between Owners, or between the Declarant and any Builder, which would constitute a cause of action under the laws of the State of Florida in absence of the Declaration, these By-Laws, and the Articles of the Association;

(e) any suit involving two or more parties if all parties are not Bound Parties; and

(f) the imposition of fines pursuant to the Declaration.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 18.3, but there shall be no obligation to do so. The submission of an Exempt Claim involving the Association to the alternative dispute resolution procedures of Section 18.3 shall require the approval of the Board of Directors.

18.3 Mandatory Procedures for All Other Claims. All Claims other than Exempt Claims shall be resolved using the following procedures:

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than an Exempt

Claim, shall notify each Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:

1. the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim;
2. the basis of the Claim (*i.e.*, the provisions of the Declaration, these By-Laws, the Articles, rules and regulations or other authority out of which the Claim arises);
3. what Claimant wants Respondent to do or not do to resolve the Claim (*i.e.*, the relief sought); and
4. that Claimant wishes to resolve the Claim by mutual agreement with Respondent and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

(b) Negotiation.

1. Each Claimant and Respondent (the "Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.
2. Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties and to the welfare of the community.

(c) Mediation.

1. If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of an independent mediation service designated by the Association, the local chapter of the Community Associations Institute, or such other independent agency providing similar services upon which the Parties may mutually agree.
2. If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of

Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to persons not a Party to the foregoing proceedings.

3. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

4. Each Party shall, within five (5) days of the Termination of Mediation, make a written offer of settlement in an effort to resolve the Claim. The Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent. The Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

(d) Final and Binding Arbitration.

1. If the Parties do not agree in writing to accept either the settlement Demand, the Settlement offer, or otherwise resolve the Claim within twenty (20) days of the Termination of Mediation, the Claimant shall have twenty (20) additional days to submit the Claim to arbitration in accordance with the Florida Arbitration Code or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim provided, however, that nothing herein shall release or discharge Respondent from any liability to persons not a Party to the foregoing proceedings. The arbitration shall be, except as agreed by the parties, conducted within St. Lucie County, Florida, according to the applicable rules of the American Arbitration Association ("AAA") before the AAA.

2. This subsection (d) is an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims and is

specifically enforceable under the applicable arbitration laws of the State of Florida. The arbitration award (the "Award") shall be final and binding, the judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Florida.

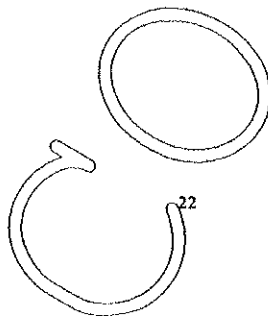
18.4 Allocation of Costs of Resolving Claims.

(a) Each Party shall bear its own costs incurred prior to and during the proceedings described in section 18.3 (a), (b) and (c), including the fees of its attorney or other representative. Each Party shall share equally all charges imposed by the mediator(s) pursuant to Section 18.3(c).

(b) Each Party shall bear its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation under Section 18.3(c) and shall share equally in the costs of conducting the arbitration proceeding (collectively, "Post Mediation Costs", except as otherwise provided in subsection 18.5.

18.5 Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 18.3 and any Party thereafter fails to abide by the terms of such agreement, or if any Party fails to comply with the Award after arbitration, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 18.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, reasonable attorney's and paraprofessional fees and court costs.

- 19. Fines. The Association is hereby specifically authorized to fine Members and Article IX of the Declaration is hereby incorporated herein and made a part hereof for the purpose of these By-Laws complying with Section 617.2162, Florida Statutes.



The foregoing was adopted as the By-Laws of WINTERLAKES PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, as of the _____ day of _____, 2004.

Approved:

President

Secretary

(CORPORATE SEAL)

FTL:1330938:1

COPY

EXHIBIT "C"

INITIAL PORTION OF THE COMMON AREAS

1. All of the Upland Buffer Tracts (U.B.T.s) and the Wetland Preservation Tract (W.P.T) Number 1 described on the Plat of WINTERLAKES according to the Plat thereof recorded in Plat Book 41 at Page 38 of the Public Records of St. Lucie County, Florida.
2. Any landscaped median now or hereafter located within any publicly dedicated right of on that portion of Tract H which is between Tracts F and G of said Plat of WINTERLAKES.

COPIES

EXHIBIT "D"

INITIAL DESIGNATION OF NEIGHBORHOODS

1. The single family residential community to be developed on Tract H of WINTERLAKES according to the Plat thereof recorded in Plat Book 41 at Page 38 of the Public Records of St. Lucie County, Florida.
2. The multi-family residential community known as the Sanctuary Apartments located on that portion of WINTERLAKES according to the Plat thereof recorded in Plat Book 41 at Page 38 of the Public Records of St. Lucie County, Florida owned as of the date hereof by Brisben Florida I Limited Partnership, a Florida limited partnership.
3. The multi-family residential community to be developed on that portion of WINTERLAKES according to the Plat thereof recorded in Plat Book 41 at Page 38 of the Public Records of St. Lucie County, Florida owned as of the date of recording of this Declaration by TCM Holdings, Inc., a Florida corporation.

COPY

EXHIBIT "E"

DESCRIPTION OF LAND PROPERTIES

All of WINTERLAKES according to the Plat thereof recorded in Plat Book 41, at Page 38 of the Public Records of St. Lucie County, Florida, except for Tracts A, A-1, B and C and except for Parcel 3, all as set forth on said Plat.

COPY