

THE

RESERVE

*Homeowner
Association
Documents*

This Instrument prepared by
and to be returned to:
Mark R McMullen, Esquire
Sechs & Sax
1850 SW Fountainview Blvd., Suite 207
Port Saint Lucie, FL 34986
(772)871-8020

**CERTIFICATE OF RESTATMENT OF THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.**

I HEREBY CERTIFY that the restated Declaration of Covenants, Conditions and Restrictions attached as Exhibit "A" to this Certificate was duly adopted as restatements to the Articles of Incorporation and Bylaws for PGA Village Property Owners Association, Inc. (the "Association," hereinafter) on August 8, 2008 by majority vote of the Board of Directors. The Board of Directors of the Association did not make any amendments to Declaration of Covenants, Conditions and Restrictions when approving the restatement of same.

DATED this 15 day of April, 2009.

WITNESSES

PGA VILLAGE PROPERTY OWNERS'
ASSOCIATION, INC.

[Signature]
Signature
DANIEL MONTEWARO
Print Name

By: [Signature]
Printed Name: CAROL A. ANDERSON
President

[Signature]
Signature
STEVEN BROWN
Print Name

By: [Signature]
Printed Name: Ralph H. Scott
Secretary

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 15 day of April 2008, by Carol Anderson, as President, and Ralph Scott as Secretary, of PGA Village Property Owners Association, Inc., who are Personally Known [] or Produced Identification []).

Type of Identification Produced: Florida drivers license



Christine Perkins
NOTARY PUBLIC, State of Florida at Large

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE RESERVE

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RESERVE made and executed this ___ day of _____, 1989 by CALLAWAY LAND & CATTLE CO., INC, a Florida Corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant, is the owner of that certain real Property commonly known as "The Reserve" (hereinafter referred to as the "Property" or "The Reserve"), which is located in St. Lucie County, Florida, and is legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, it is the intent of Declarant to establish a general plan and uniform scheme of development and improvement of the Property to develop The Reserve as a planned residential community consisting of residential neighborhoods; Common Areas comprised of, amongst other things, recreation facilities, roads, entranceways, water areas and open and landscape areas; and a "Country Club" reserved for the use of "Country Club Members" as hereinafter defined; and

WHEREAS, Declarant wishes to provide for the preservation and enhancement of property values and amenities within The Reserve in order to contribute to the personal and general health, safety, and welfare of the property owners and residents therein, and in order to maintain the land and improvements therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration; and

WHEREAS, Declarant has caused The Reserve Association, Inc., a Florida Not-For-Profit Corporation, to be formed (hereinafter referred to as the "Association") which Association does join in this Declaration and to which there has been and will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of The Reserve so that the Association can enforce and carry out the purposes and intent of this instrument and the requirements of St. Lucie County, Florida (hereinafter referred to as the "County") or other governmental authority in connection with the Property; and

WHEREAS, a plan calling for the formation of Districts and/or Sub-districts has been implemented in which the District and/or Sub-districts shall be subject to the Association and this Declaration of Covenants, Conditions and Restrictions for The Reserve;

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, reservations, restrictions,

easements, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions for The Reserve.

ARTICLE I
DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

(A) Association shall mean and refer to The Reserve Association, Inc., a Florida corporation not for profit, its successors and assigns.

(B) Base Assessment shall mean and refer to the operating funds of the Association that are utilized for the betterment of the entire community and which are assessed equally against all Owners within the Property and refers to those charges against each Parcel made by the Association from time to time, for the purposes and subject to the terms, set forth herein.

(C) Board of Directors shall mean and refer to the Board of Directors of the Association.

(D) Broker shall mean and refer to Reserve Realty, and its successors and assigns.

(E) Builder shall mean and refer to any individual or entity other than Declarant, which shall acquire a Parcel or Parcels within the Property for the purpose of constructing thereon a Townhouse, Villa, Patio Home and/or Dwelling.

(F) Class A member shall mean and refer to Owners.

(G) Class B member shall mean and refer to the Country Club.

(H) Common Expenses shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth hereinafter.

(I) Common Property shall mean and refer to all real property interests and personalty including any improvements, amenities, easements, fixtures and facilities thereon owned, lease, controlled or operated by the Association or to which the Association accepts maintenance responsibilities (including, without limitation any portions of Water Management Systems, including all lakes, retention areas, culverts and related appurtenances, as permitted by the South Florida Water Management District ("SFWMD")), or the use of which are identified and dedicated to the Association on the recorded subdivision plat of the Property or granted to the Association as set forth in this Master Declaration or an amendment thereto, or a deed of conveyance, or that hereafter may be conveyed or leased to the Association or to which use rights have been granted to the Association.

(J) Country Club shall mean and refer to the Reserve Golf and Tennis Club, Inc. a Florida Not-For-Profit Corporation.

(K) Country Club Property shall mean and refer to the private recreational facilities associated with the Country Club including, but not limited to, the Clubhouse, private golf courses,

tennis courts and other related facilities.

(L) Declarant shall mean and refer to Callaway Land and Cattle Company, a Florida corporation, its successors and assigns.

(M) Declaration shall mean and refer to this instrument, and all exhibits hereto, as it may be amended from time to time.

(N) Design Review Manual shall mean and refer to the document created by the N.C.C. (as hereinafter defined) setting forth the design criteria of the Project.

(O) Development Order shall mean and refer to the development of regional impact order approved by the St. Lucie Board of County Commissioners as Resolution Number 89-73 dated March 14, 1989, effective March 21, 1989 and which was recorded in Official Record Book 629, page 2323 on March 30, 1989 with the Public Records of St. Lucie County, Florida has now or hereafter amended, modified and supplemented.

(P) Development Plan shall mean and refer to the graphic representation of the proposed manner of development of the Property, which is attached hereto as Exhibit "B". Declarant retains the right to alter or modify the Development Plan, at it deems desirable, in its sole and absolute discretion.

(Q) District(s) shall mean and refer to geographic areas with similar densities and like residential types of improvement, which shall be governed by residential associations. Districts can be divided into sub-districts for purposes of assessing Owners within that particular area only and for the establishment of sub-district residential associations.

(R) District Declaration shall mean and refer to the declaration of covenants, conditions and restrictions, as the same may be amended from time to time, which shall govern a particular district or sub-district.

(S) Dwelling shall mean and refer to any detached single-family dwelling constructed, or to be constructed, on a Lot, excluding Villas, Townhouses and Patio Homes.

(T) Golf Courses shall mean and refer to any golf courses and related club facilities, including without limitation, golf practice areas, putting greens, golf cart paths, clubhouses, Pro shops, locker room facilities, food and beverage facilities and other related facilities, which are located within the Property.

(U) Improvements shall mean and refer to all structures of any kind, including without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscape devise or object.

(T) Institutional Mortgagee shall mean and refer to a bank, bank holding company, or

subsidiary thereof, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by Declarant, agency of the United States Government, or Declarant, which holds a first mortgage of public record on any Parcel or on any other portion of the Property, and the holder of any mortgage of public record given or assumed by Declarant whether a first mortgage or otherwise, and their successors and assigns.

(U) Lot shall mean and refer to any tract of land located within the Property which is intended for use as a site for a Dwelling.

(V) Management Agreement shall mean and refer to a contract for management of the Property entered into between the Association and such other entity as is selected by the Association, in its sole and absolute discretion.

(W) Member shall mean and refer to a Class A member and Class B member of the Association.

(X) Native Upland Habitat shall mean and refer to areas exhibiting native species in all layers of canopy, under story and ground cover that are present; areas with native trees, but planted ground cover do not qualify as native uplands (e.g., improved pasture).

(Y) Native Upland Habitat Map shall mean the map approved by St. Lucie County and the Treasure Coast Planning Council and available for inspection and on file with the N.C.C. and St. Lucie County designating certain portions of the Property as Native Upland Habitat Preservation Areas.

[Editor's Note: The Fourth Amendment recorded on July 15, 2000 and The Sixth Amendment recorded on November 15, 2004 both differently defined the term "Native Upland Habitat Preservation Areas" without any indication of which definition is to be followed. Therefore, both definitions are included herein.]

(Z) Native Upland Habitat Preservation Areas shall mean those certain native upland habitat areas as designated on a Parcel by the N.C.C. in accordance with the terms of this Declaration.

(Z) Native Upland Habitat Preservation Areas shall mean those certain native upland habitat areas situated on certain portions of the Property as designated on the Native Upland Habitat Map and restricted, regulated, preserved and protected by the N.C.C. and St. Lucie County in accordance with the terms of this Declaration and the Development Order.

(AA) New Construction Committee shall mean and refer to that committee of the Association created for the purpose of establishing, in accordance with those standards set forth in this Declaration and the Design Review Manual, and enforcing certain criteria for new construction and alterations prior to title being transferred from Builder.

(BB) Owner shall mean and refer to the record owner, whether one or more persons or

entities, of the fee simple title to any Parcel, excluding however, any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(CC) Parcel shall mean and refer to a Lot, Dwelling, Townhouse, Patio Home or Villa and, in the case of a Townhouse, Patio Home or Villa, the land intended by the Declarant to be conveyed along with the Townhouse, Patio Home or Villa as being appurtenant thereto.

(DD) Patio Home shall mean and refer to a detached, single-family zero lot line type home constructed or to be constructed on a portion of the Property.

(EE) Project shall mean and refer to that residential golf course community located on the Property in St. Lucie County, Florida, known as The Reserve.

(FF) Property shall mean and refer to that real property legally described in Exhibit "A" attached hereto and made a part hereof, which is subject to the covenants, reservations, restrictions, easements, assessments and other provisions set forth within this Declaration. [Editor's Note: Additional Properties were added in those certain Amendments to this Declaration recorded on May 17, 1994 in Official Records Book 900, Page 2067; and, April 26, 2006 in Official Records Book 2545, Page 1551, all of the Public Records of Saint Lucie County, Florida. Additionally, certain Properties were released from this Declaration in those certain Amendments recorded on October 6, 1994 in Official Records Book 923, Page 1619; September 19, 1997 in Official Records Book 1099, Page 2325; and, September 3, 1998 in Official Records Book 1169, Page 2517, all of the Public Records of Saint Lucie County, Florida.]

(GG) Residential Association shall mean and refer to any legal form of association of Owners, other than the Association, formed to be responsible for the maintenance and governance of services and properties within a particular District or Sub-District.

(HH) Street shall mean and refer to any street, highway, or other thoroughfare which is constructed by Declarant or its designee, within the Project and is dedicated to the Association, whether same is dedicated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation

(II) Sub-District shall mean and refer to a portion of a District which is similar in product type (Villa, Patio Home, etc.) and density and which is governed by a Residential Association.

(JJ) Sub-District or District Assessment shall mean and refer to such case where the Association provides maintenance services within a particular District or Sub-District, which is governed by a Residential Association, that inures to the benefit of only those owners residing therein, and the Association levies a Sub-District or District assessment, to those affected Owners.

(KK) Sub-District Declaration shall mean and refer to the declaration of covenants, conditions

and restrictions, as the same may be amended from time to time, which shall govern a particular district or sub-district.

(LL) ~~Townhouse, Patio Home Property, Dwelling, or Villa~~ shall mean and refer to all portions of the Property which are designated as ~~Townhouse, Patio Home Property, Dwelling, or Villa~~ on the Development Plan. (Density for such Property shall be consistent with the Requirements of the St. Lucie County, Florida, Comprehensive Plan.)

(MM) ~~Townhouse~~ shall mean and refer to an attached single-family type Home constructed or to be constructed on a portion of the Property.

(NN) ~~Turnover~~ means and refers to the date at which time the Declarant no longer has the right to elect or appoint a majority of the Board and the members shall assume control of the Association.

(OO) ~~Villa~~ shall mean and refer to a detached, single-family type Home constructed or to be constructed on a portion of the Property. Villas shall be constructed exclusively within districts which do not contain Dwellings (as hereinafter defined) and shall be provided common landscape maintenance and irrigation by the Association.

(PP) ~~Voting Representative~~ shall mean and refer to the member designated to exercise the votes of his respective district or Sub-District at the annual meeting of the Association.

(QQ) ~~Water Management System~~ shall mean and refer to those lakes, canals, retention areas, designated wetland areas and other related appurtenances located within the Property as permitted, were applicable, by SFWMD pursuant to SFWMD Permit No. 56-00674-5 attached hereto as Exhibit "B", which are to be used for drainage of the Property and which shall be Common Property.

ARTICLE II

DEVELOPMENT CONCEPT

Declarant intends to develop all or a portion of The Reserve as a multi-staged, planned residential development. Approximately 2,300 acres comprise this planned residential community which will include Parcels on which Dwellings, Patio Homes, Townhouses and Villas shall be constructed. The Project shall also include private roads and recreational facilities including a Country Club comprising a luxury clubhouse, two championship golf courses, tennis courts, swimming pool and other amenities.

The Parcels shall be located in one or more Districts or Sub-Districts. The assignment of Parcels to specific Districts is subject to revisions and modifications throughout the Project. Each District or Sub-District shall be constructed by Declarant or a Builder. Each District or Sub-District as the case may be, shall be governed and administrated by a Residential Association for each District or Sub-District

in accordance with this Declaration and in accordance with each District's or Sub-District's Declaration. It is the intent of the Declarant to construct a Country Club as shown on the Development Plan attached hereto in conjunction with the development of The Reserve. Membership in the Country Club may be made available to Owners within The Reserve, subject to availability. Membership in the Country Club may also be made available to individuals who are not Owners within The Reserve, subject to availability. Terms of memberships and operations of the Country Club will be governed by separate documents.

The Association was formed to maintain and operate the Common Property for the benefit of the Members. The Association shall assess each Parcel various charges as more specifically described hereinafter, for the purpose of funding the obligations of the Association. The Association shall be responsible for the maintenance of the Common Property and shall also be responsible for enforcement of all of the restrictions and other terms set forth in this Declaration, as well as the rules and regulations established by the Association. In keeping with Declarant's intent to establish a general plan and uniform scheme of development and improvement, the restrictions and other terms set forth in this Declaration shall also be enforceable by the Owners among themselves subject to the reserved powers of Declarant and its right to approve exceptions or variations.

The Association is not a condominium association and, therefore, shall not be affected by the provisions of Chapter 718, Florida Statutes. Further, the express intent of the Declarant and this Declaration is that the substantive rights hereunder shall not be retroactively affected by legislation subsequent to the date of this Declaration.

Notwithstanding any terms of this Declaration, or any other documents, brochures or plans, Declarant hereby states that this development concept represents only its present intention with respect to development of the Property, and hereby reserves the right to modify the development concept, including the number and type of Lots, Townhouses, Patio Homes and Villas and the plans and composition of the Common Property, at any time as it deems desirable, in its sole and absolute discretion. Such amendments may be made by Declarant without the joinder or consent of the Association, other Owners, or mortgagees of any portion of the Project, or any other person or entity.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. PROPERTY: Upon the recordation hereof, the Property shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

SECTION 2. ADDITIONS: Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to

this Declaration, from time to time, by executing and recording in the Public Records of St. Lucie County, Florida an amendment hereto, specifying such additional property. Such amendments shall not require the joinder or consent of the Association, other Owners or mortgagees of any portion of the Project, or any other person or entity.

~~SECTION 3. TRANSFER OR ASSIGNMENT BY DECLARANT:~~ The Property, rights and obligations of Declarant may be transferred or assigned to another person or entity. No such transfer or assignment, however, shall affect any revocation, change or addition to the covenants established by this Declaration except as hereinafter provided.

ARTICLE IV

THE RESERVE ASSOCIATION, INC.

~~SECTION 1. FORMATION:~~ Declarant has previously caused the formation of the Association by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The purposes and powers of the Association shall be all of the purposes and powers set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Association. The Association shall be responsible for the execution, performance, administration and enforcement of all the terms and conditions of this Declaration. If there is a conflict between the terms and conditions set forth in this Declaration, the Articles or By-laws, the conflict shall be resolved in favor of the terms and conditions as provided in this Declaration.

~~SECTION 2. MEMBERSHIP:~~ A person or entity shall become a Member of the Association upon acquisition of fee simple title to any Parcel in The Reserve by filing a deed in the office of the Clerk of the Circuit Court in and for St. Lucie County, Florida, evidencing such ownership. The fee simple title holder to the Country Club Property shall also be a member of the Association. Membership shall continue until such time as the member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law. If title to a Parcel is held by more than one person, each person shall be a member of the Association, but no Parcel shall be entitled to more than one (1) vote. Membership shall be appurtenant to and may not be separated from ownership of any Parcel. No person or entity holding an interest of any type or nature whatsoever in a Parcel only as the security for performance of an obligation shall be a member of the Association. The Declarant shall be a Member of the Association so long as the Declarant owns any portion, Parcel or Property of The Reserve. Declarant, by including additional property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.

SECTION 3. ADMINISTRATION OF THE ASSOCIATION: The affairs of the Association shall

be administered by the Board of Directors in accordance with this Declaration and the Articles of Incorporation and By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of Declarant, without Declarant's prior written approval; and provided further that no amendment, alteration or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

SECTION 4. VOTING:

(A) Voting Membership: The Association shall have two (2) classes of voting membership:

(i) Class A members who shall be all persons or entities holding fee simple title to any Parcel in The Reserve and who shall be entitled to one (1) vote for each Parcel or Lot owned by such Member, as to matters on which the membership is entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the By-Laws of the Association. Should any Member own more than one (1) Parcel or Lot, such Member shall be entitled to exercise or cast (1) vote for each such Parcel or Lot. When more than one (1) person holds the ownership interest required for membership, all such persons shall be Members and the vote of such Parcel shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Parcel or Lot, and that under no circumstance shall any one (1) vote be divided, split, or otherwise cast in any manner other than as a whole vote. With respect to each Parcel owned by other than a natural person or persons, the Member shall file with the Secretary of the Association a notice, designating the name of an individual who shall be authorized to cast the vote of such Member. In the absence of such designation, the owner shall not be entitled to vote on any matters coming before the membership; and

(ii) Until and subject to the turnover of its ownership and control to its membership, Class B members shall be the fee simple title holder to the Country Club Property. Class B members shall not be required to pay the Association's Base Assessment or be entitled to vote until ownership and control of the Country Club Property is turned over to its membership. Upon turnover of the Country Club Property to its membership, Class B members shall be required to pay the Association's Base Assessment and Class B members shall be entitled to one (1) vote for every four (4) members of the Country Club and otherwise subject to the terms and conditions of this Declaration.

(B) Casting of Votes:

(i) At the initial election after turnover, the Members may cast their votes in person on an Association-approved ballot or by utilizing an Association-approved proxy. The initial Board of Directors after turnover from Declarant shall be composed of seven (7) Directors who shall have staggered terms. The three (3) candidates for the Board of Directors who receive the three (3) highest vote totals shall each be elected to a three (3) year term of office. The two candidates who receive the fourth and fifth highest vote totals shall each be elected to a two (2) year term of office. The two (2) candidates who receive the sixth and seventh highest vote totals shall each be elected to a one (1) year term of office.

(ii) All annual meetings shall be conducted by the (Master) Association at its own expense. At each annual meeting of the Members, the Members shall vote to elect Directors for those terms that shall expire at the end of the calendar year. Each person who is elected to the Board of Directors at an annual meeting, other than the initial annual meeting after turnover, shall serve for a term of three years.

(iii) Vacancies on the Board of Directors. In the event there is a vacancy on the Board of Directors other than through a recall process pursuant to Florida Statutes, the Board will select a replacement director who shall serve until the next annual meeting of the Members. At the next annual meeting, the Members shall elect a new Director to fill the vacancy for the remainder of the original, unexpired term. If the term was to have expired at the end of the calendar year, a new Director shall be elected to a three (3) year term.

SECTION 5. SUSPENSION OF MEMBERSHIP RIGHTS: No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, or of any rules or regulations promulgated by the Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

SECTION 6: CONTROL BY DECLARANT: Notwithstanding anything contained herein to the contrary, Declarant shall have the right to retain control of the Association until Declarant has closed the sale of all Parcels within the Property, or until such earlier time as is determined, in Declarant's sole and absolute discretion. So long as Declarant retains control of the Association, Declarant shall have the right to appoint all members of the Board of Directors, New Construction Committee and

Modification Committee and to approve the officers of the Association, and no action of the membership of the Association shall be effective unless and until approved by Declarant. In the event that Declarant shall enter into any contracts or other agreements for the benefit of the Owners, Declarant may, at its option, assign its obligations under such agreements to the Association, and in such event, the Association shall be required to accept such obligations.

SECTION 7. DEVELOPER CONTROL: During the period in which Declarant retains the right to control the Association, Declarant may notice a turnover election of the Association for the purposes of transitioning the Board to control by the Owners in the community. The initial Board of Directors shall be elected in the manner described in Section 4(B)(1). The Board of Directors elected at such turnover election shall begin the service of their terms at a Board of Directors turnover meeting to be scheduled on the first business day of the year following the turnover election.

ARTICLE V

COMMON PROPERTY

SECTION 1. COMMON PROPERTY: The Common Property is intended for the use and benefit of the Members of the Association and their guests, licensees and invitees. The Association is responsible for the management, maintenance and operation of the Common Property, notwithstanding the manner in which fee simple title to the Common Property may be held.

SECTION 2. ACQUISITION AND SALE OF PROPERTY: The Association shall have the power and authority to acquire such interests in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interest, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its members. Any property acquired pursuant to this section shall be Common Property.

SECTION 3. MAINTENANCE OF PROPERTY: The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance, ownership, control and repair of the Common Property, (except as otherwise set forth herein). Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to:

(A) The entrance area of the Project, including the guard house, shrubbery, signs, street lights, walks, sprinklers and other Improvements located upon the Common Property on or about the entrance area, including all dedicated right-of-way(s) contiguous and/or adjacent to the Property.

(B) The Streets and other areas of Improvements related thereto within the Project, including signs, street lights, walks, sprinklers and other Improvements.

(C) The gates, walls, street lights, fences and hedges located within or around the

perimeter of the Project.

(D) The Water Management System, where applicable, expressly including, but not limited to lakes, canals, retention areas, designated wetlands areas and other related appurtenances.

(E) All other property, facilities, Improvements or equipment which the Board of Directors shall determine would properly serve and benefit the Members of the Association.

SECTION 4. MANAGEMENT AGENT: Declarant, its affiliates, subsidiaries, successors and/or assigns, may be the management agent for the Association and may hire such employees, including but not limited to: attorneys, accountants, bookkeepers, gardeners, security guards and laborers, as Declarant may deem necessary in order to maintain the property described in this Section. No management agreement between the Association and Declarant or its affiliates or its subsidiaries shall be held invalid solely for the reason that at the time of entering into the agreement, the employees, officers or agents of Declarant or its affiliates, or its subsidiaries were the officers, directors and/or employees of the Association. In the alternative, the Declarant may select an individual or entity wholly unrelated to Declarant to act as the Management Agent in its sole and absolute discretion, and such individual or entity shall exercise all rights set forth herein.

SECTION 5. RULES AND REGULATIONS GOVERNING USE OF COMMON PROPERTY: The Association, through its Board of Directors, shall regulate the use of the Common Property by its Members, and their guests, licensees and invitees and may from time to time promulgate such rules and regulations as are consistent with this Declaration, governing the use thereof as it may deem to be in the best interests of its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the Association office. Such rules and regulations may be enforced by legal or equitable action.

SECTION 6. TRAFFIC REGULATIONS: The Association, through its Board of Directors, shall have the right to post motor vehicle speed limits throughout the Project, and to promulgate traffic regulations (the speed limits and traffic regulations are collectively referred to herein as the "Traffic Regulations") for use of the Streets. A copy of the Traffic Regulations established hereunder and any amendments thereto shall be made available to all Members at the office of the Association. The Association, through its Board of Directors, shall have the right, in its sole discretion deems necessary, to install speed bumps and other traffic control devices for the purpose of control of speeding throughout the Project. The Association may also adopt and enforce Traffic Regulations regarding on-street parking and any other traffic control and safety measures the Association deems appropriate. The Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violation of the traffic Regulations, including without limitation, the removal of

vehicles from the Property, and the suspension of an Owner's rights and easements of enjoyment, as provided hereinbelow. Those who violate the Traffic Regulations shall be entitled to notice and a hearing before the Board of Directors, prior to the removal of any vehicle, the deprivation of any rights, or the enforcement of any other penalty for violation of the Traffic Regulations.

SECTION 7. ENFORCEMENT OF RESTRICTIONS: The Association through its Board of Directors and officers, shall have the authority to enforce restrictions imposed by this Declaration, in any manner provided by law and/or equity.

SECTION 8. CONTINUAL MAINTENANCE: In the event of a permanent dissolution of the Association, title to the Common Property shall be first offered to the successor association (to be a not-for-profit corporation) and, if not accepted by the successor association, then to any applicable governmental agency. In no instance shall St. Lucie County, Florida be obligated to accept any dedication offered to it by the Members of the Association pursuant to this section, but St. Lucie County, Florida may accept such dedication and any such acceptance by the County must be made by formal resolution of the then empowered Board of County Commissioners. If no governmental agency accepts the Common Property, then the Members shall immediately thereupon be required to form a successor association (to be a not-for-profit corporation) to hold title to the Common Property and provide for the continued maintenance and upkeep thereof.

ARTICLE VI
ASSESSMENTS

SECTION 1. AUTHORITY: The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

SECTION 2. BASE ASSESSMENTS: Base Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Common Property, and for the purpose of promoting the safety and welfare of the Owners. Maintenance and management expenses referred to herein include, but are not limited to, the cost and expense of: operation, maintenance and management of the Association and the Common property; operation, maintenance, and if necessary, replacement of the Water Management System; property taxes and assessments against the Common Property; insurance coverage for the Common Property; legal and accounting fees; maintenance of the Streets; management fees; security costs; normal repairs and replacements; charges for utilities used upon the Common Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against Members or others; the creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation and enforcement.

SECTION 3. COMPUTATION AND COLLECTION OF BASE ASSESSMENTS: The Association shall annually estimate the expenses it expects to incur and the period of time involved therein and assess its Members sufficient monies to meet this estimate. All Parcels shall be assessed at a uniform rate to be determined by the Association so that all Parcels subject to a Base Assessment shall be assessed equally. Subsequent to the turnover of the ownership and control of the Country Club Property to its members, the Country Club shall be assessed at a rate of one (1) Base Assessment for every four (4) members of the Country Club. Should the Association at any time determine that the assessments made are not sufficient to pay the expenses, the Board of Directors shall have authority to levy and collect additional Base Assessments to meet such needs. Base Assessments shall be collectible in advance, monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine, including, without limitation, in accordance with Section 13 below. A Base Assessment shall be considered delinquent if not paid by the due date.

SECTION 4. SPECIAL ASSESSMENT: The Association may levy a special assessment ("Special Assessment") against each Member for any of the following purposes: the acquisition of property by the Association; defraying the cost of construction of capital improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each director, officer and member of the Modification Committee and New Construction Committee of the Association. All Special Assessments; shall be at a uniform amount for each Parcel assessed. The Country Club shall be assessed in the same manner as for the Base Assessment. A Special Assessment shall be collectible in such manner as the Board of Directors shall determine. When a Special Assessment exceeds TWENTY-FIVE HUNDRED (\$2,500.00) DOLLARS per Parcel, it shall require the approval of the membership of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and such meeting is called at least in part to secure this approval by an affirmative vote of no less than fifty one (51%) percent of the voting Members present in person or by proxy. Notwithstanding anything to the contrary herein contained, it is recognized and declared that any special assessment shall be in addition to and not part of any base assessment, any such special assessment assessed against Members shall be paid by such Member in addition to any regular base assessments. Special assessments shall be paid in such installments or in a lump sum as the Board of Directors shall, from time to time, determine. Declarant shall have the right to approve all special assessments before they are made. This right of approval of special assessments by Declarant shall end on the Association's date of turnover. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, DECLARANT SHALL

NEVER BE OBLIGATED TO PAY SPECIAL ASSESSMENTS AND PROPERTY OWNED BY DECLARANT SHALL NEVER BE ASSESSED FOR SAME.

~~SECTION 5. EMERGENCY SPECIAL ASSESSMENTS:~~ The Board of Directors may levy an emergency special assessment ("Emergency Special Assessment") when, in its sole determination, there is potential danger of damage to persons or property. Such assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying emergency Special Assessments include, but are not limited to, hurricanes, floods and fires. Emergency Special Assessments may also be levied for roof, plumbing or structural repairs. Emergency Special Assessments shall be collectible in such manner as the Board of Directors shall determine.

~~SECTION 6. INDIVIDUAL ASSESSMENTS:~~ The Association may levy and collect an individual assessment ("Individual Assessment") against a particular Parcel or the Country Club Property, subsequent to the turnover of the ownership and control of the Country Club Property to the members, for the cost of maintenance, repairs or replacements, within or without the Parcel or the Country Club Property, which the Owner thereof has failed to perform and which failure or refusal to perform has in the opinion of the Association, endangered or impaired the use, value or appearance of the Property. The Association has a right of entry onto each Parcel or onto the Country Club Property to perform necessary maintenance, repairs or replacements, including the right to abate or eliminate any nuisance. This Individual Assessment shall include an administrative fee charged by the Association in an amount to be determined, from time to time, by the Board of Directors in its discretion. All Individual Assessments shall be collectible in such manner as the Association shall determine. All fines and monetary penalties imposed pursuant to the terms of this Declaration (or any rule, regulation, or Traffic Regulation promulgated hereunder), and all CATV and security service charges applicable to a Parcel, shall be collectible as a Individual Assessment.

~~SECTION 7. DISTRICT OR SUB-DISTRICT ASSESSMENT:~~ In the event the Association becomes responsible for the maintenance of property or incurs such other expense that benefits less than all of the Owners, the Association's Board of Directors may levy and collect a District or Sub-District Assessment against those Owners who benefit from such maintenance or expenditures by the Association. Notwithstanding anything contained in (this Declaration) to the contrary, the Association may, in its sole and absolute discretion, delegate its power and authority to assess to the Residential Association directly responsible for governing the property benefitted by such maintenance expenditures formerly made and imposed by the Association. In the event the Association does delegate its power and authority to assess for maintenance to a Residential Association, then the

maintenance expense shall be collected by the Residential Association as part of the Residential Association's Base Assessment.

~~SECTION 8. COVENANT TO PAY ASSESSMENTS:~~ In order to fulfill the terms, provisions, covenants and conditions contained in this Article and this Declaration, and maintain, operate and preserve and improve the Association's Common Property for the recreation, use, safety, welfare and benefit of the Association, Members and their guests, invitees, lessees and licensees, there is hereby imposed upon each Member of the Association the affirmative covenant and obligation to pay the Association all assessments, including the Base Assessment, Special Assessment, Emergency Special Assessment, Individual Assessment, and District or Sub-District Assessment. Each Member of the Association or Owner by acceptance of a deed or other instrument of conveyance conveying a Parcel, and each Builder by acceptance of a deed or other instrument of conveyance conveying a Parcel or Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all assessments in accordance with this Article and this Declaration and each consents and agrees to the lien rights set forth hereunder. The obligation for payment of all assessments shall commence when title to a parcel is conveyed to the Owner, Member or Builder.

~~SECTION 9. EFFECT OF NON-PAYMENT OF ASSESSMENTS:~~ All notices of assessments from the Association to the Members shall designate when the assessment is due and payable. If an assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by Florida laws, from the date when due until paid. The assessment, together with interest thereon, late fees and the costs of collection thereof, including attorney's fees, shall be a continuing lien against the Parcel against which the assessment is made or against the Country Club, subsequent to the turnover of ownership and control to its members, and shall also be the continuing personal obligation of the Owner of such Parcel or the Country Club and its members. If any assessment, or any installment thereof, shall not be paid within thirty (30) days after the due date, the Association may, at any time thereafter, accelerate the entire amount due for the period for which the assessment was made and declare the same immediately due and payable. The Association may also record a claim of lien in the Public Records of St. Lucie County, Florida, setting forth the amount of the assessment and the rate of interest due thereon. The Association may at any time thereafter bring an action to foreclose the lien against the Parcel or Country Club, and/or a suit on the personal obligation of the Owner or Owners. In the event the Association prevails in any such action, then there shall be added to the amount of such assessment the following: the cost of such action, interest on the assessment at the maximum rate and late fees, as above provided, and attorneys' fees incurred by the Association. Regardless of the date of recordation of any claim of lien, the effective date thereof

shall relate back, and shall take priority, as of the date of recordation of this Declaration. Any successor in title to a Parcel shall be held to have constructive notice of the records of the Association to determine the existence of delinquency in the payment of assessments.

~~SECTION 10. CERTIFICATE OF ASSESSMENTS:~~ The Association shall prepare a roster of the Parcels and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all Owners and/or Members. At the request of an Owner and/or Member, the Board of Directors shall prepare a Certificate of Assessments (the "Certificate") signed by an officer of the Association, setting forth whether the Owner's assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any assessment therein stated as having been paid or partially paid.

~~SECTION 11. SUBORDINATION TO LIEN OF MORTGAGES:~~ The lien for assessments for which provision is herein made shall be subordinate to the lien of any Institutional Mortgagee. Such subordination shall, however, apply only to the assessments which have become due and payable prior to a final sale or transfer of the mortgaged Parcel or Country Club pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or transfer shall relieve any Parcel or the Country Club from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. Any delinquent assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceeding or deed in lieu of foreclosure, shall be reallocated and assessed among all of the non-defaulted Owners. The written opinion of the Association that the assessment lien is subordinate to a mortgage lien shall be dispositive of any questions of subordination.

~~SECTION 12. PAYMENTS BY DECLARANT:~~ In lieu of the payment of any assessments, Declarant shall be responsible only for the payment of that portion of the common expenses which exceeds the amount to be paid by the other Members pursuant to the budget of the Association.

~~SECTION 13. COLLECTION OF ASSESSMENTS; CAPITAL CONTRIBUTIONS.~~ The (Master) Association shall be responsible to directly collect from every Owner in PGA Village all assessments owed by the Owners to the (Master) Association. The Residential (Sub) Associations shall be responsible to directly collect from every Owner in said Residential (Sub) Association all assessments owed by the Owners to said Residential (Sub) Association. In the event an Owner is delinquent on the payment of the Owner's assessments owed to the (Master) Association, the (Master) Association may suspend the Common Area use rights of the delinquent Owner until such time as the assessment is paid. In the event an Owner is delinquent on the payment of the Owner's assessments owed to any

Residential (Sub) Association, the Residential (Sub) Association may petition the (Master) Association to suspend the Common Area use rights of the delinquent Owner until such time as the assessment is paid. Any suspension of Common Area use rights shall extend to the delinquent Owner and/or Owner's family, tenants, and guests. Suspension of Common Area use rights may include, but is not limited to deactivation of the transponders, cable television service, and use of the Island Club, in the sole discretion of the (Master) Association.

Upon acquisition of record title to a Parcel from an Owner (including without limitation, resales of Parcels), such new Owner will contribute to the capital of the (Master) Association an amount equal to one-sixth (1/6) of the amount of the Base Assessment determined by the Board of Directors for the Parcel for the year in which the new Owner acquired title ("Capital Contribution"). The (Master) Association will allocate the Capital Contribution to a working capital account to meet unforeseen expenditures, to make necessary repairs, replacements and improvements to the Common Property, and to acquire additional equipment or services for the benefit of the Members. Such payments to this fund will not be considered advanced payments of the Base Assessments nor shall they be required to be reserved or held in any particular manner by the (Master) Association.

ARTICLE VII

MAINTENANCE OF PROPERTY

SECTION 1. ASSOCIATION RESPONSIBILITIES: The Association shall be responsible for maintenance of the Common Property as more fully described in Article V, Section 3 of this Declaration.

SECTION 2. PARCEL OWNER RESPONSIBILITIES: The Owner of each Parcel shall be responsible for maintenance of the interior areas of the Improvements existing on a Parcel. The Owner of a Parcel shall also be responsible for the exterior areas of his Parcel, including without limitation, lawn, patio, terrace, garden or similar areas. Notwithstanding the foregoing, the maintenance of the exterior portions of all Townhouses and Villas, including the lawns, landscaping and irrigation, shall be the responsibility of the Association or the applicable Residential Association. In the event authority to assess has been delegated by the Association to a Residential Association, then the expense of such maintenance shall be assessed against the affected Owners as a Base Assessment. In the event such authority to assess has not been delegated to a Residential Association, then the expense of such maintenance shall be assessed against the affected Owners by the Association as a District or Sub-District Assessment. The expense of any maintenance, repair or construction of any portion of the Common Property or of any of the Improvements necessitated by the negligent or willful acts of an Owner or his invitees, licensees, family or guests shall be borne solely by such Owner and

his Parcel shall be subject to an Individual Assessment for such expense.

ARTICLE VIII

EASEMENTS, COMMON PROPERTY, RIGHT OF ENTRY

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT: Subject to the provisions of this Section, each Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Property to share in common with all other Owners, which easement shall be appurtenant to and shall pass with the title to each Parcel.

SECTION 2. EXTENT OF OWNERS' EASEMENT: The rights and easements of enjoyment created hereby shall be subject to the following:

(A) The right of Declarant and the Association, to borrow money for the purpose of maintaining or improving the Common Property.

(B) The right of the Declarant and the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

(C) The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which any Assessment remains unpaid by that Owner, and for any period during which such Owner is in violation of this Declaration, any of the rules and regulations, or any of the Traffic Regulations of the Association.

(D) The right of the Association to properly maintain the Common Property.

(E) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, utility water management or water control district, or other entity or person.

(F) Restrictions contained on any Plat, or filed separately, with respect to all or any portion of the Property.

(G) All of the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association and all Exhibits thereto, as same may be amended from time to time.

SECTION 3. GRANT AND RESERVATION OF EASEMENTS: Declarant hereby grants to the Association and the other persons and entities hereinafter set forth, and Declarant reserves unto itself and its nominees the right, on behalf of itself and the Association, to grant the following exclusive and non-exclusive easements on, upon, over, across, through and under the Property as deemed to be in the best interests of and proper for The Reserve, including, but not limited to, easements in favor of the Declarant, the Association, the District and Sub-District Residential Associations, any designees of the foregoing, the Country Club, Members, Owners, and all their family members, guests, and invitees and lessees, and their family members, guests and invitees and to various governmental and

quasi- governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified:

(A) Easements to provide for installation, maintenance, service, repair of utilities are granted as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, (other than sod) which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted to remain, unless such structure, planting or other material was installed by the Declarant and/or approved by Declarant. The Declarant, the Association (or such other entity as is indicated on the plats) are hereby granted rights of ingress, egress and access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

(B) Easements for the installation and maintenance of drainage facilities are granted to the Association; and/or other entities as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, (other than sod) which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed by Declarant. The Association (and any other entity indicated on the plats) shall have access to all such drainage easements for the purpose of operation and maintenance thereof. The Association shall have the right to contract for the maintenance of the Water Management System with an established water management or water control district, or with any other party.

(C) The Common Property is hereby declared to be subject to a perpetual nonexclusive easement in favor of the Association, employees and agents of the Association, and of any management entity contracted by the Association, in order that such employees, agents and management entity may carry out their duties.

(D) Easements are hereby reserved throughout the Property by Declarant, its successor and assigns, for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with development of the Property. Declarant, its successors and assigns, retain the right to maintain an office on the Property, in a location to be selected by Declarant, its successors and assigns, for the sale and resale of Parcels within the Property. Declarant its successors and assigns, may also construct and maintain a sales agency office, and may post and display a sign or signs on any Parcels owned by Declarant, its successors and assigns, or on the Common Property, so long as Declarant is the Owner of any Property subject to this Declaration.

(E) A non-exclusive easement is hereby granted for ingress and egress over, across and through all Streets for access to and from the Country Club by all members thereof, regardless of whether such

members are also Members of the Association. In addition, golf carts may be operated on all Streets within the Project; provided, however, that the Association shall have no liability arising from the ownership, operation or other use of such vehicles. Declarant will, from time to time, establish rules and regulations with regard to the operation of golf carts on the Streets within the Project.

SECTION 4. EMERGENCY RIGHT OF ENTRY: In case of any emergency originating in, or threatening any Parcel, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right, but not the obligation to enter such Parcel for the purpose of remedying, or abating the cause of such emergency, and such right of entry shall be immediate.

SECTION 5. ADDITIONAL EASEMENTS: Declarant and the Association, shall have the right to grant such additional easements, including, without limitation, easements to private cables television service companies, or to relocate existing easements throughout the Property as the Declarant or the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property or interfere with any existing agreements or contracts entered into between Declarant and any cable television service company or other utility company. Notwithstanding the foregoing, or any other provisions of this Declaration, the Association shall not have the right or authority to grant additional easements across the Country Club Property.

SECTION 6. RESTRICTION ON OWNER EASEMENTS: No Owner, other than Declarant, shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

SECTION 7. Entry by Golfers: Release from Liability. Each Parcel, District, Sub-District and any portion of the Common Areas which is adjacent to the Golf Courses shall be subject to the right and easement on the part of golf players and their golf balls and caddies to enter upon the unimproved portion of any such Parcel, District, Sub-District or Common Area which is within thirty (30) feet of any such Golf Course to remove a ball, subject to the official rules of the Golf Course owner, with such entering not constituting a trespass. Golf players or their caddies shall not be entitled to enter on any such Parcels, Districts, Sub-Districts or portion of the Common Areas with a golf cart or other vehicle, nor to spend an unreasonable amount of time on any such Parcels, Districts, Sub-Districts of the Common Area, or in any way commit a nuisance while on any such portion of the Property. EACH GOLF PLAYER, THE DECLARANT AND THE ASSOCIATION ARE RELEASED OF ANY LIABILITY FOR PROPERTY DAMAGE OR PERSONAL INJURY RESULTING FROM THE UNINTENTIONAL DAMAGE

CAUSED BY THE PLAYING OF GOLF, SUCH AS DAMAGE CAUSED BY ERRANT GOLF BALLS.

ARTICLE IX

ARCHITECTURAL CONTROLS

SECTION 1. ARCHITECTURAL AND DESIGN CONTROLS: It is the intent of Declarant to preserve the natural setting and beauty of the Property, to create a general plan and uniform scheme of development of the Property, to protect and promote the value of the Property, and to ensure the Property is developed in accordance with the Development Order, and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly the new construction committee (hereinafter referred to as the "N.C.C.") shall have the right to approve or disapprove all clearing, grading, architecture, landscaping, and the location, construction and installation of any proposed Improvements of any kind (including, but not limited to, any wall, fence, sign, mailbox, landscaping, planting, clearing, grading, swimming pool, tennis court, screen enclosures, driveway, sidewalk, sewer, drain, water area or outside lighting (whether for Lots, Parcels, or the Common Property), and the N.C.C. shall have the right to restrict all activities within Native Upland Habitat Preservation Areas on the Property as depicted on the Native Upland Habitat Map. The N.C.C. shall have the right to require each Owner of a Parcel on which a Native Upland Habitat Preservation Area is located to maintain the Native Upland Habitat Preservation Areas located on such Parcel in accordance with the Development Order. The N.C.C. shall consist of a minimum of three (3) members appointed by the Board or the Declarant, as the case may be. Each member shall be either a member of the Association or an agent or employee of the Declarant. The N.C.C. may, in its sole and absolute discretion, impose standards for construction and development consistent with the Development Order, all applicable provisions in agreements between the Builder and Declarant, provisions contained within the Design Review Manual as well as the standard prescribed in applicable building, zoning, or other governmental codes. The procedures, duties and authority of the N.C.C. shall be set forth below:

(A) No Improvements shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration therein be made until the plans and specifications therefor showing the nature, kind, shape, height, materials, floor plans, exterior wall texture, color scheme, and the location of same, including a surface water drainage plan showing existing and design grades and/or contours relating to the predetermined ground floor finish elevation established by Declarant, shall have been submitted to and approved in writing by the N.C.C. As part of the application process, two (2) complete sets of plans and specifications (the "Plans") prepared by an architect, landscape architect or engineer shall be submitted for approval by written application on

such form as may be provided or required by the N.C.C. The N.C.C. may require submission of samples of building materials and colors proposed to be used.

(B) In the event the information submitted to the N.C.C. is, in the N.C.C.'s opinion, incomplete or insufficient in any manner, the N.C.C. may request and require the submission of additional or supplemental information.

(C) The N.C.C. shall have the right to refuse to approve any plans and specifications which in its sole and absolute discretion are not suitable or desirable, in its sole and absolute discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the N.C.C. shall consider the suitability of the proposed Improvements and materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. The N.C.C. shall have forty-five (45) days to evaluate and respond to plans submitted for its review. That notwithstanding, in the event the N.C.C. fails to approve or disapprove in writing any proposed plans and any and all other reasonably requested information and materials related thereto within said forty-five (45) day period then said Plans shall be deemed to have been rejected by the N.C.C. and the appropriate written rejection delivered forthwith.

(D) Except as otherwise provided hereinbelow with respect to the construction of Dwellings, or as specifically excepted by the N.C.C., construction of all Improvements for which the approval of the N.C.C. is required under this Declaration, shall be completed within the time period specified by the N.C.C.

(E) The N.C.C. shall, in all cases, have the final right to determine, subject to County building and zoning requirements, and designate building set back lines necessary to conform to the general plan of the Project, in order to preserve the integrity of the Project. In this respect, the N.C.C.'s judgment and determination shall be final and binding.

(F) Upon approval by the N.C.C. of any plans and specifications submitted to the N.C.C., the N.C.C. shall notify the applicant in writing, which notifications shall set forth any qualifications or conditions of approval. In the event that the N.C.C. disapproves any plans and specifications submitted to the N.C.C., the N.C.C. shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may request a hearing before the full N.C.C. to justify his position, within seven (7) days from the N.C.C.'s denial of the application or its consent subject to conditions. The determination of the N.C.C. shall be final and binding upon the applicant; provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any

zoning or building ordinance or regulation.

(G) Prior to the occupancy of any Improvement constructed or erected on a Parcel, the builder thereof shall submit a final survey, and as built plans, if deviations from the original plans, to permit the N.C.C. to complete its final inspection and certify that the construction of the Improvement has been completed in accordance with the plans and specifications previously approved by the N.C.C. The N.C.C. may, from time to time delegate to a member or members of the N.C.C., the responsibility to conduct such inspections as may be required in furtherance of the N.C.C.'s duties.

(H) There is specifically reserved unto the N.C.C., and to any agent or member of the N.C.C., the right of entry and inspection upon any portion of the Property for the purpose of determining whether there exists any construction of Improvements which violates the terms of any approval by the N.C.C. or the terms of this Declaration, or any amendments hereto, or of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance makes reference. If any Improvement of any nature shall be constructed or altered without the prior approval of the N.C.C., the Owner shall, upon demand of the N.C.C. on behalf of the Association, cause such improvement to be removed, or restored in order to comply with the plans and specifications originally approved by the N.C.C. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Association. Such costs may also be the basis for an Individual Assessment. The N.C.C. is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy and, in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement or to remove any unapproved Improvement, the Association shall be entitled to recovery of all court costs, expenses and attorneys' fees, including those incurred in connection with the N.C.C.'s enforcement of the provisions of this Declaration, provided, however, that nothing provided herein shall be deemed to negate the Association's right to an award of the Association's and the N.C.C.'s attorneys' fees and costs if the Association is the prevailing party in any administrative or judicial proceeding. In the event that any Owner fails to comply with the provisions contained herein or other rules and regulations promulgated by the N.C.C. The N.C.C. may, in addition to all other remedies contained herein, record against that Owner's Parcel a Certificate of Disapproval stating that the Improvements on the Parcel fail to meet the various requirements of the N.C.C. Upon Owner's compliance with the terms of any approval of the N.C.C., Owner shall be entitled to a vacation of the Certificate of Disapproval from the N.C.C.

(I) The N.C.C. is empowered to promulgate and/or modify, from time to time, design and development standards relating, but not limited to the following areas of construction:

- (1) Roof color and roof design.
- (2) Fences, walls, doors, screened porches, patios, awnings, shutters and similar structures.

- (3) Exterior building materials and colors.
- (4) Exterior landscaping and irrigation.
- (5) All elevations, signs, mail boxes, antennae, flagpoles, address numbers and exterior lighting.
- (6) Building setbacks, side yards and related height, bulk and design criteria.
- (7) Pedestrian and bicycle ways, sidewalks and pathways.
- (8) Garages, driveways, walkways, garbage and trash containers.
- (9) Swimming pools, tennis courts, accessory structures, play equipment, cable T.V., security and telephone.

- (10) Minimum size and height of Dwellings.
 - (11) Foundation of Dwellings.
- (J) The N.C.C. may grant variances from the requirements contained herein or as elsewhere promulgated by the N.C.C., on a case by case basis; provided, however, that the variance sought is reasonable and does not impose a hardship upon other Owners. The granting of such variance by the N.C.C. shall not nullify or otherwise affect the N.C.C.'s right to require strict compliance with the requirements set forth herein on any other occasion.

(K) Notwithstanding anything contained herein to the contrary, any Improvements of any nature made or to be made by the Declarant, including Improvements made or to be made to the Common Property or the Country Club Property, shall not be subject to the review of the N.C.C.

(L) If the contemplated Improvement which would otherwise be subject to the jurisdiction of the N.C.C. is subject to the jurisdiction of either a Residential Association, or an architectural design control committee ("Architectural Design Control Committee") of such Residential Association provided in its District Declaration, then the N.C.C. shall have the right, in its sole and absolute discretion, to adopt a resolution delegating any or all of its powers hereunder to such Residential Association or Architectural Design Control Committee. Such resolution shall provide that the procedures for design control and approval as provided in the applicable declaration of the Residential Association shall take precedence over this Declaration whereupon and for so long as said resolution shall be in effect or until revoked by subsequent resolution of the N.C.C. No approval by or from the N.C.C. shall be required for construction of Improvements which have received approval from an Architectural Design Control Committee acting in behalf of the appropriate Residential Association,

provided that such approvals are not in contravention of the provisions of this Declaration, any amendment thereto, any other documents of the Project or the overall plan of development for the Project. Any approval by an Architectural Design Control Committee in derogation of any of the provisions of this Declaration shall be deemed void and the Improvements constructed in accordance with such approval deemed a violation of this Declaration. Accordingly, the N.C.C. shall then have all of its enforcement rights as provided in this Declaration to cure such violation.

(M) Neither the Declarant, the directors or officers of the Association, the members of the N.C.C., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner within the Project or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the N.C.C. in connection with the approval or disapproval of plans and specifications. Prior to any modifications to the Native Upland Habitat Preservation Areas described on the Native Upland Habitat Map, including, without limitation, any grading or clearing, the applicant must submit to the N.C.C. a clearing plan which such plan shall detail the native species located on the Native Upland Habitat Preservation Areas, and the canopy, under story and ground cover that are present on such Native Upland Habitat Preservation Areas. The Association shall indemnify, defend and hold harmless the N.C.C. and each of its members from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the N.C.C. or its members. Neither the Declarant, the directors or officers of the Association, the members of the N.C.C., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans and specifications, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto. Notwithstanding anything to the contrary contained herein, the N.C.C. is authorized to designate Native Upland Preservation Areas on parcels within the lot line and the building setback line as may be imposed by the N.C.C. in accordance with this Declaration. Prior to any grading or clearing of any Lot, the applicant must submit to the N.C.C. a clearing plan which such plan shall detail the native species located on the Parcel and the canopy, under story and ground cover that are present on such Parcel.

(N) Upon the completion of the Improvements and final approval by the N.C.C. the Board of Directors shall, upon request by an applicant, issue a certificate certifying that the plans and specifications have been submitted to and approved in writing by the N.C.C.

ARTICLE X

USE RESTRICTIONS

SECTION 1. RESTRICTIONS ON USE OF PARCELS AND COMMON PROPERTY:

(A) Residential Use: All Parcels shall be used only as single-family or multi-family, private, residential dwellings and for no other purpose. No business or commercial building may be erected on any Parcel and no business may be conducted on any part thereof except for use by the Declarant.

(B) Occupancy of Parcels: Whenever any Parcel is owned or leased by a corporation, partnership or trust, or other entity (other than Declarant), the respective agents of the aforementioned entities, i.e. president or chief executive officer, partner, or trustee, shall designate, at least ten (10) days prior to closing, the individual, his or her spouse and children, who shall be entitled to use the Parcel and to exercise the rights of a Member hereunder. Only the designated individual(s), their servants and guests may use the Parcel. The right of occupancy or use of a Parcel may not be transferred to another party, except through conveyance, transfer by operation of law, or lease of the Parcel, as approved by the Association in accordance with the terms set forth hereinbelow. The individual(s) designated by the corporation, partnership, trust or other entity shall be subject to this Declaration and shall execute a written covenant in favor of the Association whereby the individual(s) occupying the Parcel shall agree to comply with the terms and provisions of this Declaration, and the rules and regulations which may be promulgated from time to time by the Association. The written covenant shall contain an acknowledgment that the use of the Parcel by the individual or the family shall continue only so long as the entity shall continue to be a Member of the Association or lessee of such a Member. In the event of the failure of the designated individual(s) to use the Parcel in compliance with this Declaration or the rules and regulations of the Association, the Association may demand the immediate removal of the designated individual(s) from the Parcel by the Owner. In the event the Owner fails to remove the party using the Parcel, the Association, as agent of the Owner, may take such action as it deems appropriate to accomplish the removal of such designated individual and all such action by the Association shall be at the cost and expense of the Owner, and the Owner shall reimburse the Association therefor, upon demand, for costs together with such attorneys' fees (including appellate attorneys' fees and costs), as the Association may incur with reference to such removal. Notwithstanding any terms in this Declaration to the contrary, no Member shall be allowed to assign to that Member's tenant the right to use the facilities commonly identified as "The Island Club" unless the tenant is leasing the Member's Dwelling for six (6) months or longer.

(C) Pets: Owners may keep as pets companion pets such as birds, domesticated cats, fish, dogs and other small mammals. Owners may not keep a number of pets which the Association, in its sole and absolute discretion, shall deem excessive. No Owner may keep exotic cats, non-human primates, horses, fowl, reptiles, obnoxious animals or other farm livestock or zoo type animals on the Property. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined

by the Board of Directors of the Association in its sole and absolute discretion. Pets must be on a leash or carried when on Common Property. Failure to do so may be deemed a nuisance. Pets are not allowed on Country Club Property. It shall be the Owner's obligation to remove and otherwise dispose of their pet's waste material from the Common Property and Streets. Failure to remove and dispose of a pet's waste material shall be deemed a nuisance. The Board of Directors of the Association shall have the right to order the removal of any pet which, in the Board's sole and absolute discretion, is considered a nuisance, and the same shall be done without compensation to the Owner. In such event, the Board shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property. An Owner, by the purchase of a Parcel, agrees to indemnify the Association, and hold it harmless against loss or liability of any kind arising from the Owner having any animal in The Reserve. Residential Associations may further restrict the keeping of pets and animals within Districts or Sub-Districts.

(D) Boat Mooring Facilities and Boats: Boat mooring facilities on any lake or other body of navigable waterway(s) shall be limited to only those which may be provided by Declarant under the Project's development plan and/or by the Association. No one other than the Association shall be permitted to install docks or similar structures or to keep or moor boats on the lakes. In no event shall boats be permitted without the Declarant's and/or Association's consent, nor shall any boats be permitted to remain on any lawn or on the Common Property adjacent to the lakes. Notwithstanding the foregoing, in no event shall motor powered boats be permitted on any fresh water lakes or fresh water canals.

(E) Recreational and Commercial Vehicles: No boats, recreational vehicles, trucks, commercial vehicles, or other motor vehicles, except four-wheel passenger automobiles, and "non-work" pick-up trucks, shall be placed, parked or stored upon any Parcel nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Parcel except within a building which is totally removed from public view. For the purposes of this paragraph, "non-work" pick-up trucks shall mean pick-up trucks of a standard or compact size, without commercial lettering, commercial graphics, work accessories or work modifications thereon, and which are designed and used exclusively for customary personal/family purposes. Notwithstanding the foregoing, service and delivery vehicles may park on a Parcel during regular business hours, as needed for providing services or deliveries to the Parcel. No vehicle of any kind shall be parked overnight on any Street.

(F) Temporary Structures: No structure or object of a temporary character such as, but not limited to, house trailers, vans, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof. This restriction shall not

apply to temporary structures used by Declarant with Declarant's consent, for development, construction or sale of the Property. This restriction may also be waived by Declarant with respect to construction by builders, pursuant to separate written agreements.

(G) Insurance: No Owner shall permit or suffer anything to be done or kept within his Parcel or make any use of the Common Property, which will increase the rate of insurance on any portion of the Property.

(H) Nuisances: No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owners or which may become an annoyance or nuisance shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity in or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of other Owners or allow any such noise or disturbance to be made on his Parcel.

(I) Antennae: No radio, television or other electronic antennae or aerial may be erected or maintained anywhere on the Common Property (unless installed by Declarant or the Association), or the exterior of any Parcel, without the prior written approval of the N.C.C.

(J) Vents: Plumbing and heating vents protruding from roofs shall be painted so as to blend into the roofing color and shall be located, whenever possible, so as to not be seen from the front elevation. Electrically powered ventilators may be used if the roof vents are low profile, blend into the roofing materials and are not seen from the front elevation.

(K) Subdivision of Parcels: No Parcel shall be re-subdivided to permit property lines to be altered in any manner other than as originally established by the Declarant, provided, however, that a single Parcel may be combined with another Parcel or portion thereof, to form a larger Parcel, with the prior written approval of the N.C.C.

(L) Elevation and Grade of Parcels: No change in the elevation of any Parcel shall be made nor shall any fill be used to extend a Parcel beyond the pre-existing boundary or property line, without the prior written consent of the N.C.C. No Parcel abutting water shall be extended by fill so as to affect the existing littoral zone, without the prior written consent of the N.C.C. No grading, clearing or excavation of any Parcel shall occur without the prior written consent of the N.C.C.

(M) Residence Graphics: The size and design of all signs, house numbering, outside lamp posts, mailboxes and other such materials shall be selected by the N.C.C. and shall display continuity and conformity through the entire project.

(N) Removal of Trees: In reviewing building plans, the N.C.C. shall take into account the

natural landscaping, such as trees and shrubs, and encourage the Owner to incorporate them in his landscaping plan. No trees of four (4) or more inches in diameter shall be cut or removed without approval of the N.C.C. No trees, shrubbery, grass or other vegetation shall be cut or removed from any area of the Property, including, without limitation, Native Upland Habitat Preservation Areas, without the approval of the NCC which may be given or withheld in the sole and absolute discretion of the N.C.C.

(O) Access to Parcels: Whenever the Association is permitted or required by this Declaration to enter any Parcel for the purpose of correction, repair, cleaning, clearing, moving, or any other required or permitted activity, such entrance shall not be deemed a trespass.

(P) Setback Requirements: Minimum setback requirements shall be in accordance with the County Building and Zoning Code and subject to N.C.C. approval. Further, no structure of any kind shall be permitted in any building setback area, or on a property line. Notwithstanding the foregoing, such items as air conditioning equipment, water softeners, sprinkler controls and other similar utilitarian devices shall be excluded from the setback limitations provided they are properly screened from view in a manner approved by the N.C.C.

(Q) Artificial Vegetation: No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot without the prior written approval of the N.C.C.

(R) Lawns and Landscaping:

(1) No lawn, gravel or blacktop or paved parking strips are to be allowed on any Parcel except as approved on the original plans and specifications, or as subsequently approved in writing by the NCC.

(2) All unimproved areas of a Parcel shall be completely sodded with natural grass, unless the NCC has designated any portion of such Parcel as Native Upland Habitat Preservation Area, in which case such portion of the Parcel shall remain in its natural state. Landscaping must be completed in accordance with the plan approved by the NCC within thirty (30) days of the issuance of a certificate of occupancy for any dwelling, townhouse, patio home, or villa. No alteration to completed landscaping may be made without the prior written approval of the NCC.

(3) Each Parcel Owner shall landscape the area, if any lying between the rear lot line of such parcel and the water's edge of any body of water within the Property, with sod or seeding, and shall maintain such areas as if said area were a portion of the Parcel owned by such Owner. However, this Section shall not apply to the extent that a body of water is located on a Golf Course or another Parcel if the owner of such property is providing

such maintenance.

(S) Signs: Except in connection with development or sales of Parcels by Declarant, no signs, advertisements or notices of any kind, free-standing or otherwise displayed, erected shall be erected or displayed to the public view on any Parcel.

(T) Easements: With the exception only of Improvements installed by Declarant, no Improvement of any kind, tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way without N.C.C. approval, and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof. Notwithstanding the foregoing, landscaping approved by the N.C.C. shall be maintained by each Owner, or in the case of a Townhouse, Patio Home or Villa, the appropriate Residential Association, to the front, rear and side property lines of the Parcel.

(U) Maintenance of Parcels shall be kept in clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. All Parcels and all swale areas abutting Parcels, shall be mowed and edged and kept free of debris and vegetation (including weeds, underbrush and/or unsightly growth). In the event an Owner fails to maintain his Parcel as aforesaid, and such failure shall remain uncorrected for thirty (30) days after being given written notice by the Association, the Association shall have the right in furtherance of the uniform appearance of The Reserve, in its discretion, to mow, burn or clear any weeds, grass, underbrush or unsightly debris and/or growths from any Parcel deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of the Project. (Written notice does not have to be given by the Association in case of emergency, in which event, the Association may, without any prior notice, directly remedy the problem.) Any entry by the Association to remedy a problem as provided herein shall not be deemed a trespass and by acceptance of a deed for a Parcel, every Owner has expressly given Declarant and the Association the continued permission to do so which permission may not be revoked. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the laws of the State of Florida shall be charged to the Owner and if Owner fails to make payment within ten (10) days after request to do so by the Association, such amount shall be subject to a lien, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in Article VI, Section 9 of this Declaration.

(V) Refuse Containers and Storage Tanks: No Parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be placed in a walled-in or screened-in area, so they are not visible from the Street or from

adjoining Parcels. All oil tanks or bottle gas tanks must be kept underground or placed in a walled-in or screened-in area so they shall not be visible from the Street or from adjoining Parcels. Trash, refuse or waste materials shall not be burned on any Parcel. The foregoing provisions shall be subject to such rules and regulations promulgated by the N.C.C.

(W) Walls and Hedges: No boundary wall, fence or hedge shall be built or maintained on any Parcel without prior approval of the N.C.C. with regard to height, front and rear setbacks and such other matters as are controlled by the N.C.C. No side of any wall, fence or hedge shall be maintained in such a manner as to be unsightly. Chain link fences shall not be erected or maintained at any time upon any Parcel (except that such fences may be temporarily permitted during construction of Improvements on a Parcel, provided that such fences are immediately removed at the Owner's expense upon completion of such construction).

(X) Storage Facilities, Tool Sheds, Garden Houses and Garages: All storage facilities, tool sheds, garden houses, garages and other similar Improvements approved by the N.C.C. shall be attached to the Dwelling so that such Improvements and the Dwelling constitute a single structure.

(Y) Swimming Pools: Any swimming pool to be constructed on any Parcel shall be subject to the requirements of the N.C.C. which include, but are not limited to, the following:

- (1) Composition shall be of material thoroughly tested and accepted by the industry for such construction.
- (2) Swimming pools, pool decks and patio and terrace slabs may not extend into the minimum front yard and side yard setbacks. The rear yard setback for the pool edge of an open swimming pool shall require prior approval by the N.C.C. The rear yard setback for patio and terrace slabs and wooden pool decks shall require prior approval by the N.C.C.
- (3) Swimming pools shall not be constructed or erected above ground.
- (4) Lighting for landscape, pool, recreation and security purposes shall be designed so as not to be an annoyance to the surrounding residences. Time clock controls may be used. Each Parcel is required to have a lamp post as approved by the N.C.C. The lamp post must be controlled by a light sensitive switch and shall conform to light intensity requirements of the N.C.C. All lighting plans must be submitted to and approved by the N.C.C.
- (5) If one Owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls and fences on both the front and side as required by the

N.C.C. It shall be the intent of the N.C.C. to screen any such use from the public view.

(Z) Utilities: The central water and sewage system provided by Declarant for service to the Property shall be used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Parcel and his sewer line to the sewage collection line serving his Parcel and shall pay all fees and costs related thereto. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection. No individual water supply system shall be permitted without N.C.C. approval. No water shall be obtained from any lake, canal or water body. No septic tank or drain field shall be allowed on any portion of the Property without N.C.C. approval.

(AA) Security System Requirements shall apply to all Dwellings, Townhouses, Patio Homes and Villas which are completed prior to the date of this amendment. A Dwelling, Townhouse, Patio Home or Villa shall be deemed to have been completed when a certificate of occupancy has been issued to such residential unit. Article XIV (insofar as it requires use of security services) shall only apply to residential units which are completed after the date of this Amendment. [Editor's Note: The Fourth Amendment to the Declaration originally adding this passage was recorded on July 15, 2000.] The other provisions in Section XIV shall apply to all Parcels regardless of when the residential units are or were completed.

(BB) Bicycles: Bicycles shall be stored only within each Parcel. If bicycles are left on the Common Property, they may be impounded by the Association and shall be released to the Owner only upon payment of an administrative fee established by the Association. Declarant and/or the Country Club shall have the right, but not the obligation, to build a bicycle stand or stands within The Reserve in which event, bicycles may be stored thereon.

(CC) Houseguests: An Owner may not have houseguests unless such houseguests have registered with the security guard at the entrance to The Reserve and the Owner has advised the Association of the names of the houseguests and the duration of the stay. Owners shall be accountable for the behavior of their houseguests.

(DD) Golf Carts: Owners may own and operate golf carts be subject to all traffic rules and regulations pertaining to Streets within the Project and subject to such additional rules and regulations promulgated by the Country Club.

(EE) Additional Protective Covenants: Declarant may include in any amendment to this Declaration, contract or deed for any Parcel, additional protective covenants and restrictions not inconsistent with those contained herein.

(FF) Rules and Regulations: No person shall use the Common Property or any Parcel in any manner contrary to, or not in accordance with, the rules and regulations (including Traffic Regulations)

which may be promulgated by the Association from time to time.

(GG) Indemnification: Any loss or damage incurred by the Association due to a breach of any restriction herein by an Owner, his agents or employees, shall be reimbursed by the responsible Owner. The Association may obtain recovery against such Owner in the same manner as the collectible and enforceable assessments.

(HH) Enforcement of Restrictions: The Association, through its Board of Directors, officers and the N.C.C., shall have the authority to enforce those restrictions imposed under this Article X, and failure to do so shall not be deemed a waiver of the right of enforcement. The Board of Directors shall have the power to impose fines, up to the maximum allowed by law, and to suspend and/or restrict Owners' use of Common Property for violation of those restrictions imposed under this Article X, or for violations of any Traffic Regulations or other rules and regulations adopted by the Association, subject to the following:

(1) A fine or suspension or restriction of Owners' use of Common Property may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a hearing committee. A previous warning or opportunity to remedy a violation may be, but need not be, given to an Owner prior to the notice of a hearing. The notice of a hearing shall contain:

- a. The nature of the alleged violation;
- b. The time and place of the hearing, which time shall be not less than fourteen (14) days from the giving of the notice;
- c. An invitation to attend the hearing and produce any statement, evidence and witnesses on the Owner's behalf;
- d. The proposed sanction to be imposed; and
- e. The option for the Owner to pay the proposed fine and thereby waive their right to a hearing.

(2) In the case of violations of Traffic Regulations, the citation served on the Owner shall serve as the written notice of the hearing and no further notice shall be required. The Association shall adopt a schedule of fines and other penalties for violations of the Traffic Regulations.

(3) The Hearing Committee shall consist of at least three (3) 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.

(4) The hearing shall be pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction, proof of notice and the invitation

to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director or other individual who delivered such notice. In addition, the notice requirement shall be deemed satisfied if an alleged violator appears at the meeting, provided the alleged delivery of the notice was at least fourteen (14) days prior to the hearing. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

(5) If the Hearing Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

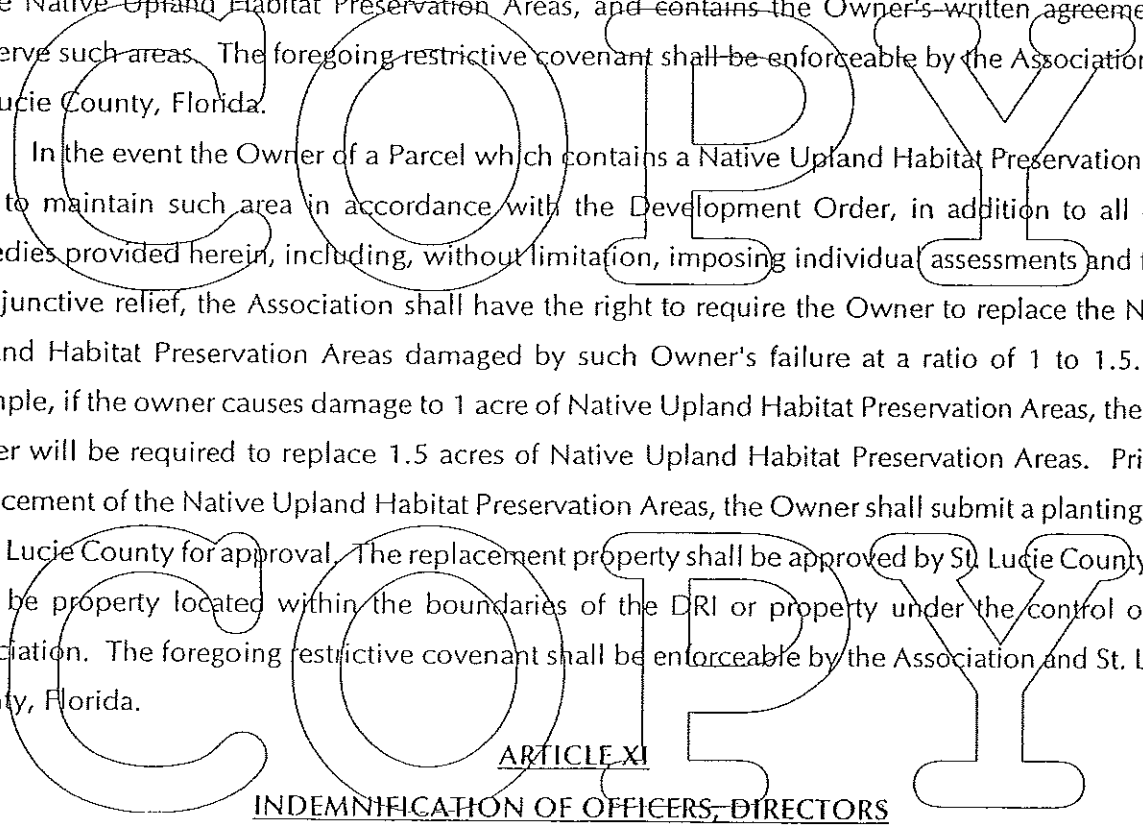
(6) All fines imposed at such hearing shall be collectible from the Owner as an Individual Assessment.

(II) Wetland Areas All designated Wetlands areas may in no way be altered from their natural state unless prior approval by permit or otherwise has been obtained from the appropriate governmental regulatory agency. Activities prohibited within wetland areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation, with the exception of exotic/nuisance vegetation removal; or any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

(J) Native Upland Habitat Preservation Areas: All designated Native Upland Habitat Preservation Areas may in no way be altered from their natural state unless prior approval by permit or otherwise has been obtained from the appropriate governmental regulatory agency, including, without limitation, any Native Upland Habitat Preservation Areas as depicted on the Native Upland Habitat Map. Activities prohibited within the Native Upland Habitat Preservation Areas include, but are not limited to, development, construction or placing of buildings on or above the ground, dumping or placing soil or other substances such as trash; removal or restriction of trees, shrubs, or other vegetation, or any animals; or any other activities detrimental to the flora or fauna habitat conservation or preservation. Prior to any modifications to the Native Upland Habitat Preservation Areas depicted on the Native Upland Habitat Map, including, without limitation, grading or clearing, the applicant must submit to the N.C.C. a clearing plan which such plan shall detail the native species located on the Native Upland Preservation Areas, and the canopy, under story and ground cover that are present on such Native Upland Preservation Areas. The Owner of any Parcel which contains a Native Upland Habitat Preservation Area shall maintain such area in accordance with the Development Order, the regulation of the governmental regulatory agency having jurisdiction, the N.C.C. and the Association. As a condition of granting architectural approval to any Improvements to a Parcel, the N.C.C. shall

have the right and authority to require the Owner to record a restrictive covenant on such Parcel in favor of the Association which designates and restricts the portions of such Parcel that are determined to be Native Upland Habitat Preservation Areas, and contains the Owner's written agreement to preserve such areas. The foregoing restrictive covenant shall be enforceable by the Association and St. Lucie County, Florida.

In the event the Owner of a Parcel which contains a Native Upland Habitat Preservation Area fails to maintain such area in accordance with the Development Order, in addition to all other remedies provided herein, including, without limitation, imposing individual assessments and fines, or injunctive relief, the Association shall have the right to require the Owner to replace the Native Upland Habitat Preservation Areas damaged by such Owner's failure at a ratio of 1 to 1.5. For example, if the owner causes damage to 1 acre of Native Upland Habitat Preservation Areas, then the owner will be required to replace 1.5 acres of Native Upland Habitat Preservation Areas. Prior to replacement of the Native Upland Habitat Preservation Areas, the Owner shall submit a planting plan to St. Lucie County for approval. The replacement property shall be approved by St. Lucie County and shall be property located within the boundaries of the DRI or property under the control of the Association. The foregoing restrictive covenant shall be enforceable by the Association and St. Lucie County, Florida.



ARTICLE XI
INDEMNIFICATION OF OFFICERS, DIRECTORS
AND MEMBERS OF THE N.C.C.

Every officer of the Association, Director of the Association and member of the N.C.C. shall be indemnified by the Association against all expenses and liability, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer, director, or member, whether or not his is an officer, director, or member at the time such expenses are incurred, except in such cases wherein the officer, director or member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer, director, or member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or member may be entitled.

ARTICLE XII

INSURANCE

Insurance, other than title insurance, that shall be carried on the Common Property shall be governed by the following provisions:

~~SECTION 1. AUTHORITY TO PURCHASE; NAMED INSURED:~~ All insurance policies upon the Common Property shall be purchased by the Association and shall be placed in a single agency or company, if possible. The named insureds shall be the Insurance Trustee designated by the Association individually, and as agent for the Association, the members without naming them, and mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to any mortgagees. The policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee for the benefit of the members and mortgagees, as their interests may appear. The Insurance Trustee may be any bank in Florida with trust powers as may be designated by the Board of Directors of the Association.

Property and casualty insurance for all Parcels shall be issued by an insurance carrier licensed by the State of Florida upon purchase and maintained and paid for by the Owner, unless otherwise provided for by a Residential Association. Coverage limits and conditions shall be to the Association's specification and the Owner shall provide proof of acceptable coverage to the Association, upon its request, at all times.

SECTION 2. COVERAGE:

(A) Casualty Insurance: All buildings and insurable improvements on the Common Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement value, and all personal property owned by the Association shall be insured for its full insurable value, all determined annually by the Board of Directors of the Association.

(B) Public Liability Insurance: The Association shall obtain public liability and property damage insurance covering all of the Common Property and Improvements thereon and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided, that the minimum amount of coverage shall be \$500,000 each person, and \$2,000,000 each incident. The liability insurance shall include, but not be limited to, hired and non-ownee automobile coverage.

(C) Workmen's Compensation Insurance: The Association shall obtain workmen's compensation insurance in order to meet the requirements of law, as necessary.

(D) Flood Insurance: The Association shall obtain flood insurance to meet the requirements of federal, state, or local law, or any regulation enacted pursuant to federal, state or local law, as

necessary.

(E) Other Insurance: The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable, including, but not limited to, Directors' and Officers' liability insurance.

(F) Subrogation Waiver: If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

SECTION 3. PREMIUMS: Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from members as part of the Base Assessment.

SECTION 4. SHARES OF PROCEEDS: All insurance policies purchased by the Association shall be for the benefit of the Association, the Members, and mortgagees, as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Insurance Trustee designated by the Board of Directors of the Association. The Insurance Trustee shall not be liable for the payment of premiums nor the renewal nor the sufficiency of policies nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated herein for the benefit of the Members and mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

(A) Common Property: Proceeds on account of damage to Common Property shall be an equal undivided share for each Member.

(B) Mortgagees: In the event a mortgagee endorsement has been issued regarding an Improvement, the share of the Owner shall be held in trust for the mortgagee and the Owner as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged Improvement shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the Owner and mortgagee pursuant to the provisions of this Declaration.

SECTION 5. DISTRIBUTION OF PROCEEDS: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Members in the following manner:

(A) Expense of the Trust: All expenses of the Insurance Trust shall be paid first, or provisions made for such payment.

(B) Reconstruction or Repair: If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the Members.

(C) Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds, shall be distributed to the Members. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal and /or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be distributed to the Members.

(D) Certificate: In making distribution to Members, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Members and their respective shares of the distribution.

SECTION 6. ASSOCIATION'S POWER TO COMPROMISE CLAIMS: The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each owner of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon payment of claims.

ARTICLE XIII

RECONSTRUCTION OR REPAIR AFTER CASUALTY

SECTION 1. DETERMINATION TO RECONSTRUCT OR REPAIR: If any part of the Common Property shall be damaged by casualty, whether or not is shall be reconstructed or repaired shall be determined in the following manner:

(A) Common Property: If the damaged Improvement is part of the Common Property, the damaged property shall be reconstructed or repaired unless it is determined by the members of the Association that it shall not be reconstructed or repaired.

(B) Certificate: The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be constructed, raised or repaired.

SECTION 2. PLANS AND SPECIFICATIONS: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings; or if not then according to

plans and specifications approved by the Board of Directors of the Association and the N.C.C.

SECTION 3. ESTIMATES OF COSTS: Immediately after a determination is made to rebuild, replace, raise or repair damage to property for which the Association has the responsibility of reconstruction, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors require.

SECTION 4. SPECIAL ASSESSMENTS: The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members. If the proceeds of such Assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs.

SECTION 5. CONSTRUCTION FUNDS: The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Special Assessments against members, shall be distributed in payment of such costs in the following manner:

(A) Association: If the total of Special Assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS or more, then the sums paid upon such Special Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Special Assessments and disburse for payment of the costs of reconstruction and repair.

(B) Insurance Trustee: The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collection of Special Assessments on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and construction in the following manner and order:

(1) Association - Lesser Damage: If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is less than TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS, the

construction fund shall be disbursed in payment of such costs upon the order of the Association.

(2) Association - Major Damage: If the amount of the estimated costs of reconstruction, replacement or repair that is the responsibility of the Association is TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS or more, then the construction funds held by the Insurance Trustee shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association, and upon approval by an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Surplus: It shall be presumed that the first monies disbursed in payment of costs of reconstruction, replacement and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction, replacement and repair for which the fund is established, such balance shall be distributed equally to the members or applied as an offset to future assessments.

(4) Certificate: Notwithstanding the provisions of this Declaration to the contrary, the Insurance Trustee shall not be required to determine whether or not sums paid by the Members upon Special Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any and all of such matters and stating the name of the payee and the amount to be paid.

SECTION 6. EQUITABLE RELIEF: In the event of major damage to or destruction of part of the Common Property and in the event the Property is not repaired, reconstructed, replaced or rebuilt within a reasonable period of time, any Member shall have the jurisdiction in and for St. Lucie County, Florida, for equitable relief.

ARTICLE XIV

CABLE TELEVISION AND SECURITY SERVICES

SECTION 1. Authority of Declarant or Board. The Declarant shall have the right to establish exclusive systems for the provision of cable television (CATV) services and security system services.

The Declarant may establish and operate such systems itself or may enter into agreements with related or unrelated persons or entities for this purpose, with any such agreements to be on such terms as the Declarant shall deem, in its sole discretion, to be in the best interests of the Owners. Any such systems for CATV services shall be mandatory for all Owners, regardless of when they took title to a Parcel. The requirement to use systems for security services shall be mandatory for all Owners taking title to a Parcel from and after the Effective Date of this Amendment. [Editor's Note: the Amendment was recorded on June 16, 2000.]

SECTION 1. Terms of Systems. The terms upon which the CATV and security service systems are established and operated, whether directly by the Declarant or by any party contracting with the Declarant for this purpose (the Declarant or any such party operating the CATV system or security system or both being referred to herein as the "Operator"), may include, but shall not be limited by or to, the following:

(A) Every Parcel with any Property receiving CATV services and security services pursuant to the terms of this Article may be subject to a charge, payable per Parcel on the first day of each month or quarter in advance of specified dollar amounts for cable television programming services and security services, which such dollar amounts are subject to periodic adjustment.

(B) The Association and/or each Residential Association with respect to each Parcel contained therein, may impose assessments for CATV and security service fees due and payable as provided for in paragraph A and may collect the same and remit the amount collected to the Operator.

(C) Every Owner receiving CATV services and security services pursuant to the terms of this Article hereby agrees that the Operator and its successors and assigns shall have a lien upon the Owner's Parcel for the payment of CATV and/or security service fees (as the case may be). These charges shall be in addition to the Base Assessments may be collected by the Association from each Owner as Individual Assessments.

(D) Where an institutional mortgagee or other Owner of a Parcel obtains title to the Parcel as a result of the foreclosure of an institutional mortgage, such acquirer of title, its successors and assigns, shall not be liable for the payment of the aforementioned charges pertaining to such Parcel which become due prior to acquisition of title in the manner provided above.

(E) The Declarant may, in its sole discretion, exclude certain Parcels within the Property from the provisions of this Article XIV.

SECTION 3. Easement for CATV and Security Services. The Declarant hereby reserves for itself and any Operator(s), and for any successors or assigns of any of the foregoing, a perpetual easement, privilege and right in and to, over, under, on and across all of the Property for the purpose of erecting,

installing, maintaining, operating and removing any and all equipment or other property associated with the CATV and/or security service systems, provided that such access or use shall not unreasonably interfere with the reasonable use and enjoyment of the Property by the Owners.

SECTION 4. Structures. Notwithstanding anything to the contrary in the Declaration, the Declarant hereby reserves for itself and for any Operator(s), and for any successors or assigns of any of the foregoing, the right to erect, install, maintain, operate and remove from the Property, at any time and from time to time, any satellite dish, tower or other such structure or equipment for the purpose of establishing and operating CATV and/or security service systems, provided that any such structure or equipment shall not unreasonably interfere with the reasonable use and enjoyment of the Property by the Owners.

SECTION 5. No Liability. NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, ALARM SYSTEM, OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS, OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS LESSEES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES AND DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS RESULTING FROM ACTS OF THIRD PARTIES.

ARTICLE XV

WATER MANAGEMENT SYSTEMS

SECTION 1. Maintenance of Water Management Systems. Except as otherwise specifically provided in this Declaration, the Association shall be responsible for the maintenance of the Water Management System and compliance with any SFWMD permits affecting the Property. Further, the Association shall be responsible for the monitoring of wetlands and wetlands hydroperiods and preparation of a monitoring plan, preparation and implementation of a hazardous waste spill contingency plan, including training exercises, and implementation of energy-saving measures, all in accordance with the Development Order; and preparation of annual reports and submission of water quality data as required by Southwest Florida Water Management District permits affecting the

Property. Notwithstanding anything contained herein to the contrary, each Parcel Owner shall landscape and maintain the area, if any, between the rear lot line of its Parcel to the edge of any portion Water Management System located adjacent to such Parcel, unless such portion of the Water Management System is located on a Golf Course or another Parcel, and the owner of such property is providing such maintenance.

SECTION 2. ~~Notices and Disclaimers As to Water Bodies.~~ NEITHER DECLARANT, NOR THE ASSOCIATION, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE OR BOARD MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES"), SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH AN APPLICABLE GOVERNMENTAL OR QUASIGOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES SHALL, FROM TIME TO TIME EXCAVATE, CONSTRUCT AND MAINTAIN LAKES AND WATER BODIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASE HOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT OR USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES: (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY; (2) NOT TO ENTER UPON, OR ALLOW CHILDREN, GUESTS OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY LAKE OR WATER BODY WITHIN THE PROPERTY; (3) DECLARANT, ASSOCIATION AND THE OTHER LISTED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS FROM ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATH ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES; (4) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS

A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

SECTION 3. Indemnification.

i. Each Owner shall severally indemnify, defend and hold Declarant and the Association harmless from and against any and all costs, expenses, liabilities, fines, penalties and cleanup costs incurred by Declarant or the Association, as applicable, as a result of any damage or alteration to the Water Management System caused by such Owner, or any unlawful discharge of such Owner into the Water Management System. In the event any damage to the Water Management System by and Owner is not reimbursed by such Owner upon demand, the Association and applicable Residential Association shall, upon written request of Declarant or Association, levy and assess an individual Assessment against such Owner to cover the cost incurred by the Association or Declarant in correcting such damage, alteration or unlawful discharge, and shall pay over the amount thereof to Declarant or Association, as applicable.

ii. Each Residential Association shall severally indemnify, defend and hold Declarant and the Association harmless from and against any and all costs, expenses, liabilities, fines, penalties and clean-up costs incurred by Declarant or the Association, as applicable, as a result of any damage or alteration to the Water Management System caused by such Residential Association, or its authorized agents, contractors or employees, or any unlawful discharge of such Residential Association, or its authorized agents, contractors or employees, into the Water Management System. In the event any damage to the Water Management System by a Residential Association is not reimbursed by such Residential Association upon demand, the Association shall, upon written request of Declarant or Association, levy and assess an individual Assessment against all Owners within such District or Sub-District to cover the cost incurred by the Association or Declarant in correcting such damage, alteration or unlawful discharge, and shall pay over the amount thereof to Declarant or Association, as applicable.

ARTICLE XVI

GENERAL PROVISIONS

SECTION 1. DURATION AND REMEDIES FOR VIOLATION. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by Declarant, the Association, the Owner of any Parcel and/or Members subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for an initial term of twenty-five (25) years from the date this Declaration is recorded in the public records of St. Lucie County, Florida. The covenants and restrictions shall automatically be extended for successive periods of twenty-five (25) years unless an instrument signed by fifty-one Percent (51%) of the total number of Members in the Association as have then been subject to this Declaration, has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Declarant and/or the Association a right of action before any court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of the covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the Member in violation, provided such proceeding results in a finding that such Member was in violation of the covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Declarant and/or the Association in seeking such enforcement.

SECTION 2. COMPLIANCE WITH APPLICABLE LAWS. In addition to these restrictions and covenants, the Members shall abide by the laws, ordinances, rules and regulations of the State of Florida and St. Lucie County.

SECTION 3. NOTICE. Any notice required to be delivered to any Member under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known address of the person as it appears on the records of the Association at the time of such mailing.

SECTION 4. SEVERABILITY. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

SECTION 5. AMENDMENT.

A. Until Turnover, all of amendments or modifications shall be made only by Declarant without the requirement of the Association's consent for the consent of the Members, any Builder or Residential Associations; provided, however, that the Association shall forthwith, but not more than ten (10) days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant or to affect the validity thereof. Any amendment proposed to this Declaration which would affect the Water Management System or any conservation area on the Property shall be submitted to the SFWMD for a determination of whether the amendment necessitates a modification of any SFWMD permits. If SFWMD determines that a permit modification is necessary, SFWMD will so advise Declarant.

Prior to turnover of the ownership and control of the Country Club: this Declaration may be amended by approval of at least two thirds of the Class A members voting in person or by proxy at a meeting at which there is a quorum present. After the turnover of the ownership and control of the Country Club, this Declaration may be amended by the consent of at least two thirds of the Class A and Class B Members voting in person or by proxy at a meeting of the Members at which a quorum is present. In any such vote, the ballots of the Class B Members shall be tallied in accordance with the provisions of Article IV, Section 4(A)(ii), above. The aforementioned consent of the Members may be evidenced by an approval of the amendment either in a writing signed by two thirds of the responding Members when the total number of Members responding in writing is equivalent to the number of Members required to form a quorum, or by the affirmative vote of the required number thereof or their representative at any regular or special meeting of the (Master) Association called and held in accordance with the By-laws, evidenced by a certificate of the Secretary or an Assistant Secretary of the (Master) Association.

B. Notwithstanding the provisions of paragraph A above, amendments for correction of scrivener's errors or other changes which do not materially affect Members rights hereunder, maybe made by the Board of Directors of the (Master) Association alone without the need of consent of any other person, including the Members.

C. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of the Declarant or the (Master) Association under this Declaration or any other of The Reserve documents without specific written approval of such Declarant or (Master) Association effected thereby.

D. Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

SECTION 6. PRIORITY OF DOCUMENTS. In the event of any conflict, the following documents shall control in the order stated: this Declaration and any amendments thereto, the Articles, the By-laws, and the Rules and Regulations of the Association.

SECTION 7. VENUE. The parties hereto agree that the venue for any action filed in appropriate

courts regarding this Declaration shall be St. Lucie County, Florida.

SECTION 8. ASSIGNMENT. Any or all of the rights, powers and obligations, easements and estates reserved or given to the Declarant or the Association may be assigned by the Declarant or the Association, as the case may be, and any such assignee shall agree to assume the rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by the appropriate instrument in writing, in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Declarant and/or the Association. After such assignment, Declarant and/or the Association shall be relieved and released of all responsibility hereunder.

SECTION 9. USAGE. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

SECTION 10. EFFECTIVE DATE. This Declaration shall become effective upon its recordation in the public records of St. Lucie County, Florida.

[Editor's Note: The Following Amendment was recorded on December 31, 2007]

ARTICLE 1

RESTRICTIONS ON PROPERTY USE AND MAINTENANCE

1.1 Restriction on use of Park. The Property shall be restricted as a perpetual park/recreational/play/openspace area and no improvements shall be made to the Property other than landscaping, fencing and recreational improvements as may be approved by St. Lucie County from time to time.

1.2 Maintenance of Park. The Park shall be maintained, repaired and replaced by Declarant.

ARTICLE 2

AMENDMENT

2.1 Declarant. Declarant may amend this Declaration by an instrument in writing filed and recorded in the Public Records of St. Lucie County, Florida, without the approval of any third party, except the written consent of St. Lucie County, Florida.

ARTICLE 3

DURATION

This Declaration shall remain in effect for twenty-five (25) years. This Declaration shall be automatically renewed for successive five (5) year terms thereafter, unless terminated by Declarant,

with the consent of St. Lucie County, Florida.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name, the day and year first above written.

COPY

COPY

COPY

RESOLUTION
of the
BOARD OF DIRECTORS *of*
PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.

WHEREAS, Article IV, Section 4 (B) (ii) of the Restated Declaration of Covenants, Conditions, and Restrictions for the Reserve, which is the Declaration governing the PGA Village Property Owners' Association, Inc. ("Association"), mandates that the terms of the Association's Directors shall expire at the end of the calendar year; and,

WHEREAS, the Current Bylaws of the Association fail to provide for a mechanism for transition of members of the Board of Directors; and,

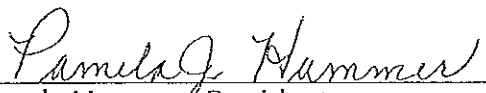
WHEREAS, it is in the best interests of the Association to clarify the terms and seating of the Directors upon their election at the Annual Meeting of the Members.

NOW THEREFORE, BE IT RESOLVED:

Article II, Section 4.A of the Bylaws is hereby amended as set for in the attached Exhibit "A."

Adopted this 1st day of October, 2008

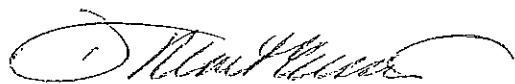
BOARD OF DIRECTORS,
PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.



Pamela Hammer, President

Attestation by Secretary

I hereby certify that the foregoing resolution was adopted by the Board of Directors of PGA Village Property Owner' Association, Inc. at a duly noticed meeting at which a quorum was present on the 15 day of OCTOBER, 2008 as reflected by the Meeting Minutes of same date, and said resolution has not been rescinded.



Domenic Montemuro, Secretary-Treasurer

OCTOBER 15, 2008
Date

RESOLUTION
of the
BOARD OF DIRECTORS of
PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.

WHEREAS, in light of the turnover of control of this Association from the developer to the owners on January 1, 2008, this Board has engaged professionals to assist the Board in its due diligence investigation of the status of improvements, construction, and maintenance in PGA Village, and of the condition of this Association's finances; and

WHEREAS, Four Jays Consulting, Inc. has prepared various reports respecting those improvements, and identified claims, including without limitation claims exceeding \$100,000.00 respecting the status of the drainage system at PGA Village; and

WHEREAS, Gladstone, Scher & Company, CPA's, is preparing a report on the financial condition of Association at the time of turnover of control, and has identified claims exceeding \$100,000.00 ; and

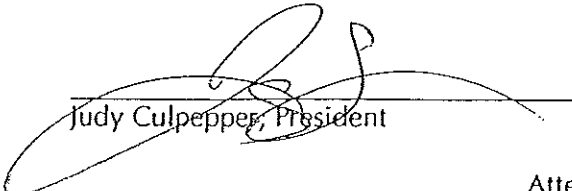
WHEREAS, in the interests of negotiating a settlement of claims with the developer without the expense and uncertainty of suit, this Board has made some initial demands upon the developer respecting drainage issues, but has received no response; and this Board is preparing additional demands based upon the foregoing reports, but whether or not the developer will choose to respond is unknown;

NOW THEREFORE, BE IT RESOLVED:

Pursuant to the provisions of Section 720.303(1), Fla. Stat., this Board shall without delay present to the members of Association for their vote of approval, a Membership Resolution authorizing the filing of one or more lawsuits by this Association against the developer and/or related or subcontracting entities, should the Board negotiations with the developer fail to achieve satisfactory results.

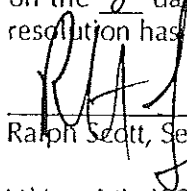
Adopted this 18 day of March, 2009.

BOARD OF DIRECTORS,
PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.


Judy Culpepper, President

Attestation by Secretary

I hereby certify that the foregoing resolution was adopted by the Board of Directors of PGA Village Property Owner's Association, Inc. at a duly noticed meeting at which a quorum was present on the 18 day of March, 2009 as reflected by the Meeting Minutes of same date, and said resolution has not been rescinded.


Ralph Seditt, Secretary

Date

March 18th 2009

EXHIBIT "A"

New language is double underlined; deleted language is struck through.

1. ARTICLE II. DIRECTORS, Section 4.A is amended as follows:

Section 4. A. Election and Term. There shall be seven Directors who shall be elected by a plurality of the votes cast and who shall each serve for a three year term, except for those Directors elected at the initial annual meeting after turnover as described below. Elections shall take place at the annual meeting, which must take place prior to December 31 of the year prior to the year in which the newly elected Director's term shall commence and the Director shall be seated. All Director terms which are set to expire shall expire, and the newly elected Directors shall be seated, on the first business day in January of the year following the election. The Directors shall serve staggered terms. The number of Directors elected at any given annual meeting shall be equal to the number of vacancies on the Board of Directors at the time of the annual meeting. Upon taking office, each Director shall be given a copy of section 617.0832, Florida Statutes as it may be amended from time-to-time. Each Director shall be required to execute an affidavit attesting the Director understands the restrictions on conflicts of interest contained in said section 617.0832, that the Director understands section 617.0832 is applicable to him or her, and that the Director shall not knowingly or willingly violate section 617.0832. A Director shall not take office until such time as the Director executes the affidavit described in this section.

2. All other provisions of the current Bylaws shall remain unchanged.

RESOLUTION
of the
BOARD OF DIRECTORS of
PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.

WHEREAS, Article VII of the Articles of Incorporation for the Reserve Property Owners Association, n/k/a the PGA Village Property Owners' Association, Inc. ("Association"), mandates the Board of Directors appoint a Secretary and a Treasurer; and,

WHEREAS, Article III of the current Bylaws of the Association mandates one individual shall hold the office of "Secretary-Treasurer;" and,

WHEREAS, it is in the best interests of the Association to have clear and unambiguous terms and positions of its officers.

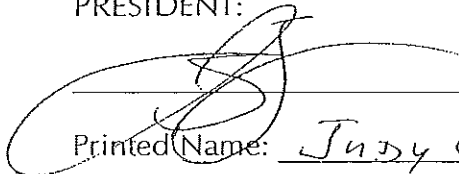
NOW THEREFORE, BE IT RESOLVED:

Article III, Sections 1 and 4 of the Bylaws are hereby amended, and Article III, Section 5 of the Bylaws is hereby created, as set for in the attached Exhibit "A."

Adopted this 1 day of April, 2009

BOARD OF DIRECTORS,
PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.

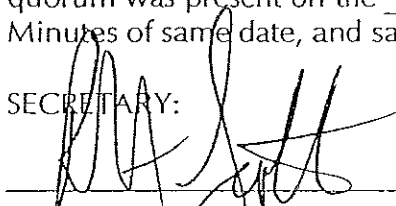
PRESIDENT:


Printed Name: Judy Culpeper

Attestation by Secretary

I hereby certify that the foregoing resolution was adopted by the Board of Directors of PGA Village Property Owner' Association, Inc. at a duly noticed meeting at which a quorum was present on the 1 day of April, 2009 as reflected by the Meeting Minutes of same date, and said resolution has not been rescinded.

SECRETARY:


Printed Name: Ralph H. Scott

Date: 4-1-09

EXHIBIT "A"

1. Section 1 of ARTICLE III of the Bylaws is hereby amended as follows (new language is double underlined; deleted language is ~~struck through~~):

Section 1. Officers. The Corporation shall have a President, who shall be a Director, a Vice-President, ~~and a Secretary,~~ a Treasurer, and such other officers as the Board of Directors deems necessary, who shall be elected by the Board of Directors at any meeting for such terms as the Board may designate. Any officer may be removed by the Board of Directors at any meeting, with or without cause. Any person may hold two or more offices, except that the President may not be the Secretary ~~or~~ Treasurer. No person holding two or more offices shall sign any instrument in the capacity of more than one office.

2. Section 4 of ARTICLE III of the Bylaws is hereby amended as follows (new language is double underlined; deleted language is ~~struck through~~):

Section 4. ~~Secretary-Treasurer~~. The Secretary-Treasurer and assistants, if any, shall have custody of, and maintain all of the corporate records ~~and the financial records~~; shall record the minutes of all meetings of the members and the Board of Directors, send out all notices of meetings, ~~shall keep full and accurate accounts of receipts and disbursements and render account thereof whenever required by the Board of Directors or President~~, and shall perform such other duties as may be prescribed by the Board of Directors or President.

3. Section 5 of ARTICLE III of the Bylaws is hereby created (new language is double underlined; deleted language is ~~struck through~~):

Section 5. Treasurer. The Treasurer and assistants, if any, shall have custody of, and maintain all of the accounts and financial records, shall keep full and accurate accounts of receipts and disbursements and render account thereof whenever required by the Board of Directors or President, and shall perform such other duties as may be prescribed by the Board of Directors or President.

4. All other provisions of the Bylaws remain unchanged.

**BOARD RESOLUTION
FOR
PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.**

Whereas,

Page 38 of the PGA Village Property Owners Association Declaration states: "Except in connection with development or sales of Parcels by Declarant, no signs, advertisements or notice of any kind, free-standing or otherwise displayed, shall be erected or displayed to the public view on any Parcel."

Therefore, be it resolved as follows:

1. Any owner offering his and/or her home for sale must submit to the PGA Village POA an "INTENT TO SELL" form which shall be delivered to the office prior to initiating any listing, advertising, or marketing efforts to sell the home..
2. No "FOR SALE" signs are allowed anywhere or at anytime on either the seller's lot or common property of the Association. However, "OPEN HOUSE" signs may be obtained from the PGA Village POA Office during normal business hours, Monday through Friday (twenty dollar deposit refundable upon return of the sign). OPEN HOUSE signs obtained from the PGA POA Office may be placed on the seller's lot the day of the open house provided the owner or designated sales agent is present and one OPEN HOUSE sign may be placed at the entry to the respective owner's neighborhood only during the hours of the Open House. The sign must be removed no later than 8:00 pm. Signs placed in locations other than the owner's property or at the entry to the owner's neighborhood or signs not obtained through the PGA Village POA will be removed immediately by controlled access personnel.
3. All brokers/realtors/potential buyers must be pre-authorized by the seller with the controlled access personnel to gain access onto the property. If not pre-authorized, anyone requesting access to the community will be processed according to standard procedures:
 - A. The controlled access officer will request a driver's license from the visitor and scan into the visitor control system.
 - B. Controlled access will initiate a phone call to the seller or the seller's designated sales agent to determine if the person at the gate is to be permitted access.
 - C. If the seller or the seller's designated sales agent allows access to be granted, the visitor is logged into the system and allowed access onto the property.
 - D. If the seller or the seller's designated sales agent cannot be reached or does not want the visitor accessed into the community, access is to be denied. An entry will be made in the computer screen, that the visitor is denied access into the community.

It should be noted that in order for controlled access personnel to process guests that are not pre-authorized by the seller, the guest will have to provide the officer the seller's

name and address or telephone number. This information will have to be obtained by the guest from the seller or designated sales agent. Guests unable to provide this information will be denied access. A guest asking to attend an "open house" who cannot provide the above information to the controlled access officer will be denied access.

4. Guests allowed access into the community will be informed by controlled access that the officer will allow ten minutes for the guest to arrive at their destination before telephoning the seller/designated agent to verify that the guest has arrived. If guest has not arrived, officer will ask roving patrol to investigate.
5. Noncompliance: Sellers who do not register their home for sale with the PGA Village POA will be in violation of the Association documents and subject to a fine of up to \$100 per violation, which may be levied for each day of the continuing violation to a maximum of \$1000 and/or suspension of seller's transponders, provided the notification procedures of the Association's fourth amendment are followed.

PGA Village Property Owners' Association, Inc.

March 8th 2007
Date

By: Roy A. Davidson
Roy Davidson, President

PGA VILLAGE POA
"INTENT TO SELL" FORM

NAME OF SELLER: _____

ADDRESS OF HOME FOR SALE: _____

TELEPHONE NUMBERS: _____

COMMUNITY NAME WITHIN PGA VILLAGE: _____

HOME FOR SALE BY (check one): _____ OWNER _____ REAL ESTATE BROKER

If by Real Estate Broker: Company Name: _____

Address: _____

Agent: _____

Agent Phone Numbers: _____

Date of Listing: _____

REQUEST FOR OPEN HOUSE SIGN: _____ Yes _____ No

IF YES ---DATES SIGN IS REQUIRED:

FROM: _____ TO: _____

PERSON TO BE PRESENT DAY/DAYS OF OPEN HOUSE:

_____ OWNER _____ REAL ESTATE AGENT

Authorized Seller's Signature

Date

RESTATED BY-LAWS
OF
THE RESERVE ASSOCIATION, INC.
(hereinafter referred to as "Corporation")

(A corporation not for profit under the
laws of the State of Florida)

All initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration of Covenants, Conditions and Restrictions for The Reserve, record in the Official Records of St. Lucie County, Florida, as amended from time to time.

ARTICLE I. MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members of this Corporation shall be held at a date and time set by the Board of Directors. The meetings shall be held at 9700 Reserve Boulevard, Port St. Lucie, Florida 34986, or at such other place as may be designated by the Board of Directors.

Section 2. Special Meetings. Special Meetings of Members may be called by the President, the Board of Directors or a Majority of the Members. Declarant may also call a special meeting of the Members at Declarant's sole discretion. Special meetings may be called for any time and place which will allow the giving of notice as required herein.

Section 3. Notice. A notice of each annual meeting of the Members shall be conspicuously posted in the Community not less than ten (10) days before the date set for the meeting. Notice of special meetings of the Members shall be conspicuously posted in the Community not less than two (2) days before the date set for the meeting, except in an emergency. All notices provided under this section shall be sufficient for the meeting so noticed and any adjournment thereof. Any Member may waive notice of any meeting in writing, either before, at, or after such meeting.

Section 4. Voting. Prior to Turnover, Declarant shall appoint all directors. Declarant may always cast one (1) vote for each Lot owned By Declarant.

After turnover, each Member shall have one (1) vote for each Parcel or Lot owned by the Member. In the event a Parcel or Lot is owned by more than one person or by a business or other entity, all persons, or the business or other entity who owns that Parcel or Lot shall designate one Voting Representative in writing to the (Master) Association. The Voting Representative shall be the only person entitled to cast the vote allocated for the Parcel or Lot owned by more than one (1) Member or

a business entity.

Each Member shall be entitled to one (1) vote for vacancy to be filled on the Board of Directors. The maximum number of votes a Member is allowed to cast for each candidate is one (1); cumulative voting is not allowed. Voting by limited proxy is allowed only using a limited proxy prepared and distributed by the (Master) Association.

Section 5. Quorum. Prior to Turnover, there shall be no quorum requirement for an annual meeting of Members where the sole purpose of the meeting is to reappoint the Declarant-controlled Board of Directors. At turnover and subsequent thereto, the presence in person or by proxy of thirty percent (30%) of the Members shall constitute a quorum at all meetings of the Members. A majority of Members present, even if less than a quorum, may adjourn a meeting to a specific future date and time.

Section 6. Validation. When seventy percent (70%) of the members (through their Representatives) are present at any members meeting, however called or notified, and sign a written consent thereto on the record of said meeting, the acts of such meeting shall be as valid as if legally called and notified.

ARTICLE II. DIRECTORS

Section 1. Function. The business and responsibilities of this corporation shall be managed and its corporate powers exercised by the Board of Directors.

Section 2. Number. This corporation shall not have less than three (3) nor more than seven (7) Directors.

Section 3. Qualifications. Each director shall be of full age. Directors need not be members.

Section 4. A. Election and Term: There shall be seven Directors who shall be elected by a plurality of the votes cast and who shall each serve for a three year term, except for those Directors elected at the initial annual meeting after turnover as described below. Elections shall take place at the annual meeting. The Directors shall serve staggered terms. The number of Directors elected at any given annual meeting shall be equal to the number of vacancies on the Board of Directors at the time of the annual meeting. Upon taking office, each Director shall be given a copy of section 617.0832, Florida Statutes as it may be amended from time-to-time. Each Director shall be required to execute an affidavit attesting the Director understands the restrictions on conflicts of interest contained in said section 617.0832, that the Director understands section 617.0832 is applicable to him or her, and that the Director shall not knowingly or willingly violate section 617.0832.

A Director shall not take office until such time as the Director executes the affidavit described in this section.

B. The Initial Board of Directors Elected after Turnover of the Association from the Developer. At the first election after Turnover of the Association from the Developer, seven (7) Directors shall be elected. The three (3) candidates who receive the three (3) highest vote totals shall each be elected to a three (3) year term of office. The two candidates who receive the fourth and fifth highest vote totals shall each be elected to a two (2) year term of office. The two (2) candidates who receive the sixth and seventh highest vote totals shall each be elected to a one (1) year term of office.

Section 5. Vacancies. Vacancies in the Board of Directors shall be filled until the next annual meeting of members by the Directors remaining in office.

Section 6. Quorum. The presence of a majority of all the Directors shall be necessary at any meeting to constitute a quorum to transact business. The act of a majority of Directors present at a meeting where a quorum is present shall be the act of the Board of Directors.

Section 7. Meeting and Notice. The director shall hold a meeting immediately following the annual meeting of the members each year, and at such other times as a majority of the Board or the President shall direct. Notice of each Board meeting shall be conspicuously posted in the community not less than ten (10) days before the date set for the meeting, except in an emergency.

ARTICLE III. OFFICERS

Section 1. Officers. The Corporation shall have a President, who shall be a Director, a Vice-President and a Secretary-Treasurer, and such other officers as the Board of Directors deem necessary, who shall be elected by the Board of Directors at any meeting for such terms as the Board may designate. Any officer may be removed by the Board of Directors at any meeting, with or without cause. Any person may hold two or more offices, except that the President may not be the Secretary-Treasurer. No person holding two or more offices may sign any instrument in the capacity of more than one office.

Section 2. President. The President shall be the chief executive officer of the corporation, shall have general and active management of the business and affairs of the corporation subject to the directions of the Board of Directors, and shall preside at all meetings of the members and Board of Directors.

Section 3. Vice-President. The Vice-President or Vice-Presidents, if any, shall perform such duties as may be prescribed by the Board of Directors or

President.

Section 4. Secretary-Treasurer. The Secretary-Treasurer and assistants, if any, shall have custody of, and maintain all of the corporate records and the financial records; shall record the minutes of all meetings of the members and the Board of Directors, send out all notices of meetings, shall keep full and accurate accounts of receipts and disbursements and render account thereof whenever required by the Board of Directors or President, and shall perform such other duties as may be prescribed by the Board of Directors or President.

ARTICLE IV. FISCAL MANAGEMENT

Section 1. Accounts. The receipts and expenditures of the corporation shall be created and charged to accounts under classifications recommended by the firm of Certified Public Accountants employed by the Board or Directors.

Section 2. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray charges and expenses and to create reserves, according to good accounting procedures, to meet the following:

- a) Current expenses;
- b) Reserves for deferred maintenance;
- c) Reserves for replacement.

Copies of the budget and proposed installment charges to be made to members shall be made available to members.

Section 3. Installment Charges. Installment charges to members and their shares of the items of the budget shall be billed in advance. In the event installment charges prove to be insufficient, the budget and installment charges may be amended at any time by the Board of Directors.

ARTICLE V. SEAL

Section 1. Form. The corporate seal shall have the name of the corporation and the word "seal" and inscribed thereon, and may be facsimile, engraved, printed, or an impression seal.

ARTICLE VI. AMENDMENT

Section 1. The Board of Directors may adopt further By-Laws or amend or repeal those adopted at any regular or special meeting of Directors.

Restated Bylaws 05-20-08

The foregoing were adopted as the By-Laws of THE RESERVE ASSOCIATION INC., a corporation not-for-profit under the laws of the State of Florida at the first meeting of the Board of Directors held on the 18th day of January, 1984, amended on the 16th day of May, 2005, and amended on the 6th day of February, 2008.

Articles - Restated Only - May 30, 2008.

CERTIFICATE OF AMENDMENT AND RE-STATEMENT
OF
ARTICLES OF INCORPORATION

THE RESERVE PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation not-for-profit, under its corporate seal and hands of its President, W. C. Wingfield, IV, a/k/a. Cal Wingfield, and its Secretary, Christine Perkins, hereby certifies that:

I.

The Board of Directors of said corporation at a meeting called and held on January 16, 1984, unanimously adopted the following resolution:

"RESOLVED, that the Articles of Incorporation of THE RESERVE PROPERTY OWNERS ASSOCIATION, INC., be completely re-stated, and amended to read as follows:

ARTICLE I

Name

The name of the corporation shall be PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE II

The purpose for which this corporation is organized is to provide a Master Association whose membership consists of representatives from sub-associations, the first of which being Sable Creek Association, Inc., and whose responsibility is to perform management, to maintain facilities, (including the public Railroad Crossing serving "THE RESERVE"), and to provide services of common need, necessity and interest to such sub-associations formed to represent the owners of residential units in subdivisions or planned unit developments created, or to be created, within the geographical area situate in St. Lucie County, Florida, consisting of approximately 2,300 acres owned, or controlled, by Callaway Land & Cattle Co., Inc., a Florida corporation, its successors or assigns, and known as "THE RESERVE".

Article III

Membership in the Association shall be as provided in the Declaration of Covenants, Conditions and Restrictions for The Reserve, recorded in the Official Records of St. Lucie County, Florida, as amended from time to time.

ARTICLE IV

Articles - Restated Only - May 30, 2008

The Corporation shall have perpetual existence.

ARTICLE V

The names and residences of the original subscribers to these Articles of Incorporation are as follows:

Richard E. Benton
576 E. Call Street
Tallahassee, FL 32301

David L. Cook
1802 Ivan Drive
Tallahassee, FL 32304

Kenneth Rouse
2821 Kilkierane Drive
Tallahassee, FL 32308

ARTICLE VI

The registered agent of the corporation is W. C. Wingfield, IV, a/k/a Cal Wingfield. The registered office of the Corporation shall be 7801 Saddlebrook Drive, Fort Pierce, Florida 33450.

ARTICLE VII

The affairs of the corporation are to be managed by a Board of Directors, consisting of not less than 3 members and not more than 9 members, the exact number of which shall be determined by the By-Laws of the corporation. Members of the Board of Directors shall be elected at the annual meeting of the membership and shall serve a term of one year. The Board shall appoint a President, Vice-President, Secretary, Treasurer and such other officers as may be provided by the By-Laws, who shall be charged with such day-to-day responsibilities as may be determined by the Board. Officers shall serve at the pleasure of the Board.

ARTICLE VIII

The names of the officers who are to serve until the first election or appointment under the Articles of Incorporation are as follows:

President	W. C. Wingfield, IV 4250 N. A1A - Unit 508-A Fort Pierce, FL 33450
-----------	--

Vice-President, Secretary and Treasurer	Christine Perkins 1801 Oleander Blvd. Fort Pierce, FL 33450
---	---

Articles - Restated Only - May 30, 2008

ARTICLE IX

The first Board of Directors shall consist of 3 persons, and until the first election of directors the following persons shall serve as directors:

W. C. Wingfield, IV
4250 N. A1A - Unit 508-A
Fort Pierce, FL 33450

Christine Perkins
1801 Oleander Blvd
Fort Pierce, FL 33450

Frank H. Fee, III
401-A S. Indian River Drive
Fort Pierce, FL 33450

ARTICLE X

The By-Laws of the corporation are to be made, altered and rescinded by the Board of Directors.

ARTICLE XI

Amendments to these Articles of Incorporation may be proposed by the Board of Directors or by a petition bearing the signature of the least 25% of the members of the corporation entitled to vote. The adoption of amendments to the Articles of Incorporation shall be by the vote of a majority of the members of the corporation entitled to vote.

II.

The meeting of the sole member of the corporation, called by the board of Directors as aforesaid, was held on January 16, 1984 and at said special meeting of the member, said amendment and re-statement of the Articles of Incorporation was duly adopted by the unanimous vote of the member present.

This Instrument prepared by
and to be returned to:
Larry Z. Glickman, Esquire
Sachs Sax Caplan
1850 Fountainview Blvd, Suite 207
Port Saint Lucie, FL 34986
(772) 871-8020

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3406041 10/29/2009 at 04:00 PM
OR BOOK 3140 PAGE 2390 - 2391 Doc Type: DECCOND
RECORDING: \$18.50

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RESERVE

I HEREBY CERTIFY that the Amendment attached to this Certificate as Exhibit "A" was duly adopted as an amendment to the Declaration of Covenants, Conditions and Restrictions For The Reserve, now known as PGA Village, by the Members of PGA Village Property Owners' Association, Inc. on the 13th day of October, 2009. The original Declaration of Covenants, Conditions and Restrictions For The Reserve was recorded in Official Records Book 618, at Page 978 *et seq.* of the Public Records of Saint Lucie County, Florida.

DATED this 14th day of October, 2009.

WITNESSES (as to both)

PGA VILLAGE PROPERTY OWNERS'
ASSOCIATION, INC.

Melissa Nicosia
Signature
Melissa Nicosia
Print Name
Steve Brown
Signature
Steve Brown
Print Name

By: Carol Anderson
Carol Anderson, President

By: Dominic Montemurro
Dominic Montemurro, Treasurer

STATE OF FLORIDA)
 St. Lucie) ss:
COUNTY OF ~~PALM BEACH~~)

The foregoing instrument was acknowledged before me this 14th day of October, 2009, by Carol Anderson, as President, and Dominic Montemurro, as Treasurer, of the PGA Village Property Owners' Association, Inc, who are Personally Known [] or Produced Identification [].

Type of Identification Produced: Florida drivers license.

(SEAL)

Melissa Nicosia
NOTARY PUBLIC, State of Florida at Large

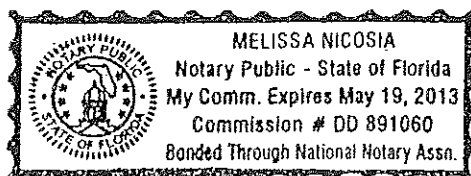


EXHIBIT "A"
AMENDMENT to the
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE RESERVE

Article V, Section 3 of the Declaration is hereby modified as follows [*New language is double underlined; deleted language is struck through*]:

SECTION 3. MAINTENANCE OF PROPERTY: The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance, ownership, control and repair of the Common Property, (except as otherwise set forth herein). Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to:

(A) The entrance area of the Project, including the guard house, shrubbery, signs, street lights, walks, sprinklers and other Improvements located upon the Common Property on or about the entrance area, including all dedicated right-of-way(s) contiguous and/or adjacent to the Property.

(B) The Streets and other areas of Improvements related thereto within the Project, including signs, street lights, walks, sprinklers and other Improvements.

(C) The gates, walls, street lights, fences and hedges located within or around the perimeter of the Project.

(D) The Water Management System, where applicable, expressly including, but not limited to lakes, canals, retention areas, designated wetlands areas and other related appurtenances.

(E) Pursuant to Article I, Section (I) of this Declaration, the Members of Association have determined that it would properly serve and benefit the Members of Association and the entire community for Association to accept maintenance responsibility for all privately-owned streets, roads and thoroughfares within or adjacent to the Property serving residential development; provided, however: (i) the owners of residential property served by such streets, roads and thoroughfares to be maintained shall, either directly or through a homeowners or condominium association, be responsible for payment of Base Assessments and all other fees, charges and assessments as determined pursuant to this Declaration; and (ii) all Members of Association shall be benefitted by a non-exclusive easement of ingress, egress and access over and across such streets, roads and thoroughfares. The cost and expense of maintenance as provided in this Paragraph shall be a Common Expense as defined in Article I, Section (H), and shall be determined as a component of Base Assessments as defined in Article VI, Section 2, of this Declaration.

(F) All other property, facilities, Improvements or equipment which the Board of Directors shall determine would properly serve and benefit the Members of the Association.

This Instrument prepared by
and to be returned to:
Larry Z. Glickman, Esquire
Sachs Sax Caplan
1850 Fountainview Blvd, Suite 207
Port Saint Lucie, FL 34986
(772) 871-8020

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RESERVE**

I HEREBY CERTIFY that the Amendment attached to this Certificate as Exhibit "A" was duly adopted as an amendment to the Declaration of Covenants, Conditions and Restrictions For The Reserve, now known as PGA Village, by the Members of PGA Village Property Owners' Association, Inc. on the 13th day of October, 2009. The original Declaration of Covenants, Conditions and Restrictions For The Reserve was recorded in Official Records Book 618, at Page 978 *et seq.* of the Public Records of Saint Lucie County, Florida.

DATED this 14th day of October, 2009.

WITNESSES (as to both)

PGA VILLAGE PROPERTY OWNERS'
ASSOCIATION, INC.

Melissa Nicosia
Signature
Melissa Nicosia
Print Name
Steve Brown
Signature
Steve Brown
Print Name

By: Carol Anderson
Carol Anderson, President
By: Dominic Montemurro
Dominic Montemurro, Treasurer

STATE OF FLORIDA)
 St. Lucie) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of October, 2009, by Carol Anderson, as President, and Dominic Montemurro, as Treasurer, of the PGA Village Property Owners' Association, Inc, who are Personally Known or Produced Identification .

Type of Identification Produced: Florida drivers license.

Melissa Nicosia
NOTARY PUBLIC, State of Florida at Large

(SEAL)

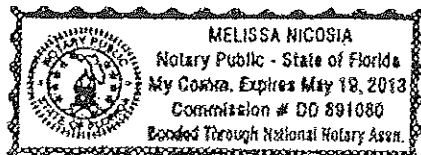


EXHIBIT "A"
AMENDMENT to the
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE RESERVE

Article V, Section 3 of the Declaration is hereby modified as follows *(New language is double underlined; deleted language is struck through).*

SECTION 3. MAINTENANCE OF PROPERTY: The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance, ownership, control and repair of the Common Property, (except as otherwise set forth herein). Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to:

(A) The entrance area of the Project, including the guard house, shrubbery, signs, street lights, walks, sprinklers and other Improvements located upon the Common Property on or about the entrance area, including all dedicated right-of-way(s) contiguous and/or adjacent to the Property.

(B) The Streets and other areas of Improvements related thereto within the Project, including signs, street lights, walks, sprinklers and other Improvements.

(C) The gates, walls, street lights, fences and hedges located within or around the perimeter of the Project.

(D) The Water Management System, where applicable, expressly including, but not limited to lakes, canals, retention areas, designated wetlands areas and other related appurtenances.

(E) Pursuant to Article I, Section (I) of this Declaration, the Members of Association have determined that it would properly serve and benefit the Members of Association and the entire community for Association to accept maintenance responsibility for all privately-owned streets, roads and thoroughfares within or adjacent to the Property serving residential development; provided, however: (i) the owners of residential property served by such streets, roads and thoroughfares to be maintained shall, either directly or through a homeowners or condominium association, be responsible for payment of Base Assessments and all other fees, charges and assessments as determined pursuant to this Declaration; and (ii) all Members of Association shall be benefitted by a non-exclusive easement of ingress, egress and access over and across such streets, roads and thoroughfares. The cost and expense of maintenance as provided in this Paragraph shall be a Common Expense as defined in Article I, Section (H), and shall be determined as a component of Base Assessments as defined in Article VI, Section 2, of this Declaration.

(F) All other property, facilities, improvements or equipment which the Board of Directors shall determine would properly serve and benefit the Members of the Association.