

AMENDED AND RESTATED
DISTRICT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CALLAWAY PLACE

The purpose of this Amended and Restated District Declaration of Covenants, Conditions, and Restrictions for Callaway Place is to continue the purposes of the District Declaration of Covenants, Conditions and Restrictions for Callaway Place recorded in Official Records Book 627, Page 2580, et. seq., and amended at Official Records Book 1208, Page 420, et. seq., St. Lucie County Public Records. All provisions of this Amended and Restated Declaration of Condominium and all exhibits hereto shall be construed to be covenants running with the land.

WITNESSETH:

WHEREAS, that certain Project commonly known as "PGA Village" which was formerly known as "The Reserve" (hereinafter referred to as the "PGA Village"), is located in St. Lucie County, Florida; and

WHEREAS, Callaway Place (hereinafter referred to as the "Property" or "Callaway Place") is a District within PGA Village; and

WHEREAS, a general plan and uniform scheme of development and improvement of the Property was established to develop Callaway Place as a planned residential community consisting of Dwellings and Common Property comprised of, amongst other things, recreation facilities, roads, entranceways, water areas and open and landscape areas; and

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

WHEREAS, Callaway Place Association, Inc., a Florida-Not-For-Profit Corporation, was formed (hereinafter referred to as the "Residential Association")

which Residential Association does join in this District 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 Property so that the Residential 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

NOW, THEREFORE, 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 District Declaration of Covenants and Restrictions for Callaway Place.

ARTICLE I

DEFINITIONS

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

(A) Architectural Design Control Committee shall mean and refer to a committee appointed by the Board of Directors of the Residential Association and empowered by the N.C.C. to establish and enforce the architectural standards set forth in the Master Association Declaration, the District Declaration and the Design Review Manual.

(B) Base Assessment shall mean and refer to the operating funds of the Residential Association that are utilized for the betterment of the entire District and which are assessed equally against all Owners within the Property and refers to those charges against each Parcel made by the Residential 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 Residential Association.

(D) Builder shall mean and refer to any individual or entity which shall acquire a Lot or Lots within the Project for the purpose of constructing thereon a detached single-family dwelling or dwellings for resale.

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

(F) Common Property shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated to the Residential Association on the recorded subdivision plat of the Property or conveyed to the Residential Association by Deed and/or all personal property and real property which may subsequently be acquired by the Residential Association for the common use and enjoyment of the Owners. The Common Property is not "condominium property" as that term is defined in Chapter 718, Florida Statutes or otherwise.

(G) Country Club shall mean and refer to The Legacy Golf and Tennis Club, Inc., formerly known as The Reserve Golf and Tennis Club, Inc. a Florida Not-For-Profit Corporation.

(H) 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.

(I) 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.

(J) District(s) shall mean and refer to geographic areas with similar densities and like residential types of improvement, which shall be governed by resident 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.

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

(L) Dwelling shall mean and refer to any detached single-family dwelling constructed, or to be constructed, on a Lot.

(M) 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.

(N) 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, or agency of the United States Government which holds a first mortgage of public

record on any Parcel or on any other portion of the Property and their successors and assigns.

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

(P) Master Association shall mean and refer to PGA Village Property Owners Association, Inc., formerly known as The Reserve Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

(Q) Master Association Declaration shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for The Reserve, as recorded in Official Records Book 618, Page 978 of the Public Records of St. Lucie County, Florida, as amended from time to time.

(R) Member shall mean and refer to a member of the Residential Association.

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

(T) 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.

(U) Parcel shall mean and refer to a Lot and Dwelling.

(V) Project shall mean and refer to that residential golf course community in which the Property is located in St. Lucie County, Florida, known as PGA Village formerly known as The Reserve.

(W) Property shall mean and refer to that real property legally described as follows which is subject to the covenants, reservations, restrictions, easements, assessments and other provisions set forth within this Declaration:

Plat of Callaway Place according to the Plat thereof recorded in Plat Book 26, Page 4 of the Public Records of St. Lucie County, Florida.

(X) Residential Association shall mean and refer to the Callaway Place Association, Inc., a Florida corporation not-for-profit, its successors and assigns, formed to be responsible for the maintenance and governance of services and properties within Callaway Place.

(Y) Street shall mean and refer to any street, highway, or other thoroughfare which is constructed within the Property and is dedicated to the Master Association, whether same is dedicated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

(Z) Voting Representative shall mean and refer to the member designated to exercise the votes of the District Association at the annual meeting of the Master Association.

(AA) Water Management System shall mean and refer to those lakes, canals, designated wetland areas and other facilities located within the Property which are to be used for drainage of the Property.

ARTICLE II

DEVELOPMENT CONCEPT

The Property has been developed as a community of Dwellings within the Project. The Project also includes private roads and recreational facilities including a Country Club comprising a luxury clubhouse, championship golf courses, tennis courts, swimming pool and other amenities.

The Residential Association was formed to maintain and operate the Common Property for the benefit of the Members within its District and the common maintenance of Lots. The Residential Association shall assess each Parcel various charges as more specifically described hereinafter, for the purpose of funding the obligations of the Residential Association. The Residential 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 District Declaration, as well as the rules and regulations established by the Residential Association. In keeping with the general plan and uniform scheme of development and improvement, the restrictions and other terms set forth in this District Declaration shall also be enforceable by the Owners among themselves.

The Residential Association is not a condominium association and, therefore, shall not be affected by the provisions of Chapter 718, Florida Statutes. The

Residential Association is a not-for-profit homeowners association, and therefore, is governed by Chapter 720, Florida Statutes, as amended from time to time.

ARTICLE III

PROPERTY SUBJECT TO THIS DISTRICT DECLARATION

SECTION 1. PROPERTY: The Property shall be held, transferred, sold, conveyed and occupied subject to this District Declaration.

ARTICLE IV

MASTER ASSOCIATION

In addition to the covenants, restrictions and other provisions contained in this District Declaration, the Property shall be subject to all of the terms and provisions contained in the Master Association Declaration and all amendments thereto recorded in the Public Records of St. Lucie County, Florida. In the event of any conflict in the terms and conditions of this District Declaration and the Master Association Declaration, the Master Association Declaration shall control. All Members of the Residential Association are also members of the Master Association.

ARTICLE V

CALLAWAY PLACE ASSOCIATION, INC.

SECTION 1. FORMATION: The purposes and powers of the Residential Association shall be all of the purposes and powers set forth in this District Declaration and in the Articles of Incorporation and By-Laws of the Residential Association. The Residential Association shall be responsible for the execution, performance, administration and enforcement of all the terms and conditions of this District Declaration. If there is a conflict between the terms and conditions set forth in this District Declaration, the Articles of Incorporation or By-laws of the Residential Association, the conflict shall be resolved in favor of the terms and conditions as provided in this District Declaration.

SECTION 2. MEMBERSHIP: A person or entity shall become a Member of the Residential Association upon approval of membership by the Residential Association, in accordance with the Rules and Regulations promulgated

by the Residential Association and acquisition of fee simple title to any Parcel within this district evidenced by the filing of a deed in the office of the Clerk of the Circuit court in and for St. Lucie County, Florida. 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 Residential 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 Residential Association.

SECTION 3. ADMINISTRATION OF THE RESIDENTIAL ASSOCIATION: The affairs of the Residential Association shall be administered by the Board of Directors in accordance with this District Declaration and the Articles of Incorporation and By-Laws of the Residential 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 District Declaration 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 Mortgages so affected. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

SECTION 4. VOTING:

(A) Voting Membership: The Residential Association shall have one (1) class of voting membership who shall be all persons or entities holding fee simple title to any Parcel in the Property and who shall be entitled to one (1) vote for each Parcel 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 Residential Association. 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. With respect to each Parcel owned by other than a natural person or persons, the Member shall file with the Secretary of the Residential 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.

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 Residential 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 excess of ninety (90) days in the payment of any assessment levied by the Master Association and/or Residential Association, or in violation of any provision of the District Declaration, or of any rules or regulations promulgated by the Residential 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 Residential Association.

SECTION 6. REPRESENTATIVE TO THE MASTER ASSOCIATION

The President of the Residential Association, or his designee by written proxy, shall be appointed as the Voting Representative to the Master Association. The Voting Representative shall cast its vote at the meetings of the Master Association in the same manner as the votes were cast at a meeting of the Residential Association. The Voting Representative shall, prior to voting such votes at a meeting of the Master Association, present the Master Association with an affidavit attesting to the outcome of such vote by Members of the Residential Association.

ARTICLE VI

COMMON PROPERTY

SECTION 1. COMMON PROPERTY: The Common Property is intended for the use and benefit of the Members of the Residential Association and their guests, licensees and invitees. The Residential 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 Residential 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 interest as the Residential 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 Residential Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Common Property, (except as otherwise set forth herein). Specifically, the Property the Residential Association shall maintain and be responsible for shall include, but not be limited to:

(A) If not maintained by the Master Association, the entrance area of the Property, including the 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 gates, walls, street lights, fences and hedges located within or around the perimeter of the Property.

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

SECTION 4. MANAGEMENT AGENT:

The Residential Association may hire such employees, including but not limited to: attorneys, accountants, bookkeepers, gardeners, security guards and laborers, as the Board of Directors may deem necessary in order to maintain the Property described in this Section.

SECTION 5. RULES AND REGULATIONS GOVERNING USE OF COMMON PROPERTY: The Residential Association, through its Board of Directors, shall regulate the use of the Common Property and the Parcels 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 District 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 Residential Association office. Such rules and regulations may be enforced by legal or equitable action.

SECTION 6. TRAFFIC REGULATIONS:

The Residential Association and its Members shall be bound by the traffic regulations set forth by the Master Association.

SECTION 7. ENFORCEMENT OF RESTRICTIONS:

The Residential Association through its Board of Directors and officers, shall have the authority to enforce restrictions imposed by this District Declaration, in any manner provided by law and/or equity.

SECTION 8. CONTINUAL MAINTENANCE: In the event of a permanent dissolution of the Residential Association, the Members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. In no instance shall St. Lucie County, Florida be obligated to accept any dedication offered to it by the Members of the Residential 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.

ARTICLE VII**ASSESSMENTS**

SECTION 1. AUTHORITY: The Residential 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 Residential 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 Residential Association and the Common Property; property taxes and assessments against the Common Property; insurance coverage for the Common Property; legal and accounting fees; management fees; security costs; normal repairs and replacements; charges for utilities used upon the Common Property; cleaning services; expenses and liabilities incurred by the Residential 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 Residential Association to be necessary and proper for management, maintenance, repair, operation and enforcement. In the event the Master Association delegates to the Residential Association its power and authority to assess the Owners for a District Assessment, such assessment shall be included in the Base Assessment.

SECTION 3. COMPUTATION AND COLLECTION OF BASE ASSESSMENTS:

The Residential Association shall annually estimate the expenses it expects to incur and the period of time involved therein and may assess its Members sufficient monies to meet this estimate. All Parcels shall be assessed at a uniform rate to be determined by the Residential Association so that all Parcels subject to a Base Assessment shall be assessed equally. Should the Residential 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. 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 Parcel for any of the following purposes: the acquisition of property by the Residential 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. All Special Assessments shall be at a uniform amount for each Parcel assessed. A Special Assessment shall be collectable 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 Residential 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 Parcels shall be paid by the Owner 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.

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 or damage to persons or property. Such Emergency Special 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 for the cost of maintenance, repairs or replacements, within or without the Parcel, which the Owner thereof has failed to perform and which failure or refusal to perform has in the opinion of the Residential Association, endangered or impaired the use, value or appearance of the Property. The Residential Association has a right of entry onto each Parcel 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 Residential Association in an amount to be determined, from time to time, by the Board of Directors in its discretion. All Individual Assessments shall be collectable in such manner as the Residential Association shall determine.

SECTION 7. COVENANT TO PAY ASSESSMENTS: In order to fulfill the terms, provisions, covenants and conditions contained in this Article and this District Declaration, and maintain, operate, preserve and improve the Residential Association's Common Property for the recreation, use, safety, welfare and benefit of the Residential Association, Members and their guests, invitees, lessees and licensees, there is hereby imposed upon each Member of the Residential Association the affirmative covenant and obligation to pay the Residential Association all assessments, including the Base Assessment, Special Assessment, Emergency Special Assessment and/or Individual Assessment. Each Member of the Residential Association or Owner by acceptance of a deed or other instrument of conveyance conveying a Parcel, shall be obligated and agrees to pay to the Residential Association all assessments in accordance with this Article and this District Declaration and each consents and agrees to the lien rights set forth hereunder. The obligation for assessment shall commence when title to a Parcel is sold and conveyed to the Owner.

SECTION 8. EFFECT OF NON-PAYMENT OF ASSESSMENTS:

All notices of assessments from the Residential 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 permitted by Florida law, from the date when due until paid. The assessment, together with interest thereon and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against the Parcel against which the assessment is made and shall also be the continuing personal obligation of the Owner of such Parcel. If any assessment, or any installment thereof, shall not be paid within thirty (30) days after the due date, the Residential Association may, at any time thereafter, accelerate the entire amount due for the period for which the assessment was made and the remainder of the year, and declare the same immediately due and payable. The Residential Association may also record a Claim of Lien in the Public Records of St. Lucie County, Florida, setting forth the amount of the unpaid assessment and the rate of interest due thereon. The Residential Association may at any time thereafter bring an action to foreclose the lien against the Parcel, and/or a suit on the personal obligation of the Owner or Owners. There shall be added to the amount of such assessment the cost of such action (including attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment, as above provided and attorneys' fees incurred by the Residential Association, together with the costs of the action. 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 District Declaration. Any successor entitled to a Parcel shall be held to have constructive notice of the records of the Residential Association to determine the existence of delinquency in the payment of assessments.

SECTION 9. CERTIFICATE OF ASSESSMENTS:

The Residential Association shall prepare a roster of the Parcel and assessments applicable thereto, which shall be kept in the office of the Residential Association and shall be open to inspection by all Members. At the request of an Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Residential 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 10. 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 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 from Liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. The liability of a first Mortgagee who acquires title to a Parcel by foreclosure or deed in lieu of foreclosure for unpaid assessments that become due before the Mortgagees acquisition of title shall be as provided by Florida Statute 720.3085(2018) as amended from time to time. 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 to all Owners. The written opinion of the Residential Association that the assessment lien is subordinate to a mortgage lien shall be dispositive of any questions of subordination.

ARTICLE VIII

MAINTENANCE OF PROPERTY

SECTION 1. RESIDENTIAL ASSOCIATION RESPONSIBILITIES:

The Residential Association shall be responsible for maintenance of the Common Property as more fully described in Article VI, Section 3 of this District Declaration.

SECTION 2. DWELLING OWNER RESPONSIBILITIES: Except as provided herein, the Owner of each Dwelling shall be responsible for maintenance of the exterior and interior areas of such Dwelling. The maintenance of the lawns, and landscaping (including the mowing of the lawns; the trimming of trees under twelve feet in height and shrubs under eight feet in height; and the fertilization and pest control of the lawn) shall be the responsibility of the Residential Association and the expense of such maintenance shall be assessed against the affected Owners as a Base Assessment. The Owner shall be responsible to maintain all portions of the Parcel not maintained by the Residential Association as provided herein, including but not limited to the exterior of the Dwelling; irrigation system; replacement of dead shrubs and trees; mulching; and maintenance of mailbox. 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 IX

EASEMENTS, COMMON PROPERTY, RIGHT OF ENTRY

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT: Subject to the provisions of this Article, each Owner shall have a right and easement of enjoyment in and to the Common Property, 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 the Residential Association to borrow money for the purpose of maintaining or improving the Common Property.

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

(C) The right of the Residential Association to suspend the enjoyment rights and easements of any Owner for any period during which any Assessment remains unpaid in excess of ninety (90) days by that Owner, and for any period during which such Owner is in violation of this District Declaration, any of the rules and regulations, or any of the Traffic Regulations of the Master Association.

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

(E) The Residential Association shall have the right, subject to the consent of the Master 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 District Declaration, and the Articles of Incorporation and By-Laws of the Residential Association and all Exhibits thereto, as same may be amended from time to time.

SECTION 3. GRANT AND RESERVATION OF EASEMENTS:

The Residential Association and the other persons and entities hereinafter set forth are hereby granted 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 Callaway Place, including, but not limited to, easements in favor of the Residential Association, Owners, their family members, guests, and invitees and lessees, 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. The Residential 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 Master 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. The Master 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 Master 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 Residential Association, employees and agents of the Residential Association, and of any management entity contracted by the Residential Association, in order that such employees, agents and management entity may carry out their duties.

(D) 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 Residential Association. In addition, golf carts may be driven over all Streets; provided, however, that the Residential Association shall have no liability arising from the ownership, operation or other use of such vehicles. The Residential Association may from time to time, establish rules and regulations with regard to the operation of golf carts on the Streets within the Property.

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 Residential 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:

The Residential Association, shall have the right to grant such additional easements, including, without limitation, easements to private cable television service companies, or to relocate existing easements throughout the Property as the Residential 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 with any cable television service company or other utility company.

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

ARTICLE X

ARCHITECTURAL CONTROLS

The Master Association, through its New Construction Committee ("N.C.C."), shall have the right to approve or disapprove all architectural, landscaping, and location of any proposed Improvements, as set forth in the Master Association Declaration, consistent with the standards set forth in the Design Review Manual. Pursuant to Article IX, Section 1 (L) of the Master Association Declaration, the N.C.C. has the right to delegate any or all of its powers to the Residential Association. In the event of such a delegation, the Residential Association shall appoint an Architectural Design Control Committee ("A.D.C.C."), which shall adopt

and follow all of the standards and procedures for design control and approval set forth in the Design Review Manual, and shall be subject to the terms and conditions set forth in the Master Association Declaration.

All building, site and landscape plans must be submitted to and approved by the Residential Association in addition to being submitted to and approved by the New Construction Committee of the Master Association. In addition to any requirements imposed by the New Construction Committee of the Master Association, the following additional requirements and limitations shall be imposed upon any new construction within Callaway Place:

(1) To protect the property values within Callaway Place and to maintain a harmonious and compatible architectural style of construction within Callaway Place, only certain types of buildings may be constructed. The types of buildings which will be allowed within Callaway Place are all single family residential buildings and each new building must be either one of the existing models within Callaway Place or one of the three Eckelstone models, which Eckelstone models are: the LaCosta; the Congressional and the Inverarry. With regard to the existing Augusta model, there must be 15 square feet added to the floor plan and the garage must be extended to accommodate golf cart parking with a separate overhead door for the golf cart. With regard to the Eckelstone Inverarry model, this unit must be expanded by 90 square feet to meet the square footage minimum requirements.

(2) Exterior materials used in the construction of new homes must be of a like kind and quality as those used in currently existing homes.

(3) The minimum air conditioned square footage of any new home must be not less than 2,350 square feet.

(4) A two car garage with a separate parking area and overhead door for a golf cart must be incorporated into each new home.

(5) The minimum frontal set back for each new home must be not less than 35 feet, the minimum side set back not less than 7 feet, and the minimum rear set back not less than 25 feet.

(6) An outside lamp post in an approved color with photo-cell is to be wired directly to each new home on a separate circuit without any switch other than the normal circuit breaker in the house electrical panel.

(7) Only approved colors with white trim may be used for exterior paint. The approved colors and color samples are available from the Association.

(8) The minimum expenditure on landscaping for each new home, excluding sod and irrigation system, is to be \$9,500.

(9) No fences are allowed, except for pool enclosures.

(10) With regard to building lots that back up to Reserve Boulevard, the Association may, in its sole discretion and option, consider alternative building plans and styles provided that any modifications or exceptions to the existing models or the three (3) Eckelstone approved models must be harmonious and compatible with the existing homes within Callaway Place.

(11) Mailboxes must be in the approved color and style.

ARTICLE XI

USE RESTRICTIONS

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

(A) **Residential Use:** All Parcels shall be used only as single-family, private, residential Dwellings and for no other purpose. For purposes of this provision, "single-family" shall be defined as persons related by blood, marriage or adoption and no more than two (2) unrelated persons. No business or commercial building may be erected on any Parcel and no business may be conducted on any part thereof except that an Owner or occupant residing in a Parcel may conduct business activities within the Parcel so long as: (a) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Parcel; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve persons coming into the community who do not reside in the community or door-to-door solicitation of residents in the community; and (d) the business activity is consistent with the residential character of the community and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of the community as may be determined in the sole discretion of the Board. The term "business" as used in this provision shall be construed to have its ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

(B) Occupancy of Parcels: Whenever any Parcel is owned or leased by a corporation, partnership, or trust, or other entity, 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 Residential Association in accordance with the terms set forth hereinbelow. The individual(s) designated by the corporation, partnership, trust or other entity which shall occupy the Parcel shall be subject to this District Declaration and shall execute a written covenant in favor of the Residential Association whereby the designated individual(s) occupying the Parcel shall agree to comply with the terms and provisions of this District Declaration, and the rules and regulations which may be promulgated from time to time by the Residential Association. The written covenant shall contain an acknowledgment that the use of the Parcel by the designated individual(s) shall continue only so long as the entity shall continue to be a Member of the Residential 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 District Declaration or the rules and regulations of the Residential Association, the Residential 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 Residential Association, as agent of the Owner, may take such action as it deems appropriate to accomplish the removal of such user and all such action by the Residential Association shall be at the cost and expense of the Owner, and it shall reimburse the Residential Association therefor, upon demand, for costs together with such attorneys' fees (including appellate attorneys' fees and costs), as the Residential Association may incur with reference to such removal.

(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 Residential 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 Residential 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 Residential 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 Residential Association, and hold it harmless against loss or liability of any kind arising from the Owner having any animal in Callaway Place.

(D) Recreational and Commercial Vehicles:

No boats, recreational vehicles, trucks, commercial vehicles, or other motor vehicles, except four-wheel passenger automobiles, sport utility vehicles mini-vans and "non-commercial" 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 purposes of this paragraph, "non-commercial" pick-up trucks shall mean pick-up trucks of a standard or compact size, without commercial lettering, commercial graphics, advertisements, employment related accessories, employment related modifications thereon and/or other modifications of a type typically made to vehicles user for commercial purposes, and which are designed and used solely 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.

(E) 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.

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

(G) 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.

(H) Antennae: No radio, television or other electronic antennae or aerial may be erected or maintained anywhere on the Common Property or the exterior of any Dwelling, without the prior written approval of the Residential Association. Notwithstanding the foregoing, a satellite dish or antennae less than one (1) meter in diameter for the reception of video programming may be installed on a Parcel without approval of the Residential Association. Any such satellite dish or antennae should be installed at the rear or side of the Dwelling if an acceptable signal can be achieved.

(I) 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.

(J) Access to Parcels: Whenever the Residential Association is permitted or required by this District 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.

(K) Signs: Except for security signs authorized by Florida Statute 720.304(6)(2018) as amended from time to time, no signs, advertisements or notices of any kind, free-standing or otherwise displayed, shall be erected or displayed to the public view on any Parcel.

(L) Easements: No Dwelling or other Improvement, nor any tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way without N.C.C. or Residential Association approval, and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof.

(M) Maintenance of Parcels: All 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,

whether or not such swale areas are a part of the Parcel, 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 Residential Association, the Residential Association shall have the right in furtherance of the uniform appearance of Callaway Place, in its discretion, to mow, burn or clear any weeds, grass, underbrush or unsightly debris and/or growths from any Parcel deemed by the Residential Association to be a health menace, fire hazard or a detractor from the aesthetic appearance of the Project. (Written notice does not have to be given by the Residential Association in case of emergency, in which event, the Residential Association may, without any prior notice, directly remedy the problem.) Any entry by the Residential Association to remedy a problem as provided herein shall not be a trespass and by acceptance of a deed for a Parcel, every Owner has expressly given the Residential Association the continued permission to do so which permission may not be revoked. In the event the Residential 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 Residential Association, the payment requested shall become a lien on the subject Parcel, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in Article VII, Section 8 of this District Declaration.

(N) Houseguests: An Owner may not have houseguests unless such houseguests have registered with the security guard at the entrance to PGA Village and the Owner has advised the Residential Association of the names of the houseguests staying in excess of two (2) weeks. Owners shall be accountable for the behavior of their houseguests.

(O) Barbecues: Outdoor barbecues or smokers shall be used within the patio areas only.

(P) Automobile maintenance: There shall be no assembling or disassembling of motor vehicles upon any of the Common Property except for repairs to disabled vehicles such as the changing of tires or batteries.

(Q) Storm shutters: Unit owners may install hurricane shutters when necessary. However, such shutters may not be permanent and must be of the type that may be completely removed and stored.

(R) Window treatments: All interior window treatments such as drapes or blinds shall be of a white or light neutral color so as when viewed from the road or adjacent unit it will be in harmony with the development as a whole. No reflective windows or reflective window tinting shall be allowed.

(S) Leasing: Homes in Callaway Place shall be used only as single family residential dwellings, primarily for the home owners private use. A residence may be leased subject to the following conditions and such other conditions as the Association may deem necessary in the future: (a) A home in Callaway Place may be leased no more than one (1) time in any calendar year and for a period of not less than twelve (12) months, except where the Board shall approve otherwise. The term "one (1) time in any calendar year" shall mean that only one lease on a unit shall commence in any calendar year. (B) All leases of a residence in Callaway Place shall contain a clause which states that the owner has provided the tenant with a copy of the Declaration, any Amendments to the Declaration and rules and regulations as may be adopted by the Association and said clause shall further provide that the tenant agrees to abide by the Declaration as amended and the adopted (and amended) rules and regulations for Callaway Place. (C) The Lessor/owner shall be responsible for any and all actions of or damages caused by his Lessee or their guests, and the owner shall indemnify and hold the Association and any other unit owners harmless from any and all expenses, damages, claims and liabilities arising from or related to the leasing of his residence. (D) Any owner who leases his residence shall provide to the Association a completed questionnaire regarding the tenants and providing such information as the Association may reasonably request. The form of questionnaire may be obtained from the Association upon request. (E) Notification of lease, terms of lease and the questionnaire must be given to the Association ten (10) days prior to occupancy. (F) The tenant shall not sublease the residence or any portion thereof at any time.

(T) 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 Residential Association and/or the Master Association from time to time.

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

(V) Enforcement of Restrictions: The Residential Association, through its Board of Directors and officers shall have the authority to enforce those restrictions imposed under this Article XI, and failure to do so shall not be deemed a waiver of the right of enforcement.

(W) Master Association Regulations: Notwithstanding the use restrictions contained herein, the Master Association shall have control over certain matters of use restrictions where there is a conflict between restrictions contained in the Master Declaration and the District declaration.

ARTICLE XII

INDEMNIFICATION OF OFFICERS, DIRECTORS AND MEMBERS OF THE A.D.C.C.

Every officer of the Residential Association, Director of the Residential Association and member of the A.D.C.C. shall be indemnified by the Residential 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 he is an officer, director, or Member at the time such expense 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 Residential 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 XIII

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 Residential Association and shall be placed in a single agency or company, if possible. The named insureds shall be the Insurance Trustee designated by the Residential

Association individually, and as agent for the Residential 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 interest may appear. The Insurance Trustee may be any bank in Florida with trust powers, a Certified Public Accountant, or Licensed Community Association Manager, as may be designated by the Board of Directors of the Residential 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 Owner, although coverage limits and conditions shall be to the Residential Association's specification and the Owner shall provide proof of acceptable coverage to the Residential Association, upon its request, at all times. The Residential Association shall be named as the co-insured on each such policy of insurance. All policies of insurance will provide that payments by the insurer for losses will be made to the Residential Association. By the acceptance and recording of Owner's deed or conveyance, each Owner shall be deemed to have designated the Residential Association as his agent and attorney-in-fact for the collection of all proceeds of insurance and for the disbursements thereof pursuant hereto.

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 Residential Association shall be insured for its full insurable value, all determined annually by the Board of Directors of the Residential Association.

(B) Public Liability Insurance: The Residential Association shall obtain public liability and property damage insurance covering all of the Common Property and insuring the Residential Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Residential 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-owner automobile coverage.

(C) Worker's Compensation Insurance:

The Residential Association shall obtain Worker's compensation insurance in order to meet the requirements of law, as necessary.

(D) Flood Insurance:

The Residential 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 Residential 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 Residential Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Member, the Residential Association and their respective servants, agents and guests.

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

SECTION 4. SHARES OF PROCEEDS: All insurance policies purchased by the Residential Association shall be for the benefit of the Residential 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 Residential 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 District 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 Residential Association, and should the Board of Directors of the Residential 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 Residential Association made by its President and Secretary as to the names of the Members and their respective shares of the distribution.

SECTION 6. RESIDENTIAL ASSOCIATION'S POWER TO COMPROMISE CLAIMS: The Board of Directors of the Residential 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 Residential Association, and to execute and deliver releases therefor upon payment of claims.

ARTICLE XIV

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 it 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 Residential Association that it shall not be reconstructed or repaired.

(B) Certificate: The Insurance Trustee may rely upon a certificate of the Residential Association made by its President and Secretary to determine whether or not the damaged property is to be constructed, razed 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 Residential Association, which approval shall be in conformity with the standards of the Design Review Manual.

SECTION 3. ESTIMATES OF COSTS: Immediately after a determination is made to rebuild, replace, raise or repair damage to property for which the Residential Association has the responsibility of reconstruction, replacement or repair, the Residential 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 Residential 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 Residential Association from Special Assessments against Members, shall be distributed in payment of such costs in the following manner:

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

(2) Residential association – Major Damage: If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Residential 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 Residential Association, and upon approval by an architect qualified to practice in Florida and employed by the Residential 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 District Declaration, 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 Residential Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Residential 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 Residential 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 Common 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.

ARTICE XV

CASUALTY DAMAGE TO DWELLINGS

SECTION 1. OBLIGATION TO RECONSTRUCT OR REPAIR: If any part of an Owner's Dwelling shall be damaged by casualty, Owner agrees to diligently reconstruct or repair the damaged property. Such reconstruction or repair shall be substantially in accordance with the plans and specifications for the original Dwelling; or, if not, then according to plans and specifications approved by the Board of Directors of the Residential Association and the N.C.C. or A.D.C.C., which approval shall be in conformity with the Design Review Manual.

SECTION 2. TIME IS OF THE ESSENCE. In order to preserve and enhance property values and amenities within the Project and contribute to the personal and general health, safety and welfare of the property owners and residents therein, any reconstruction or repair shall commence as soon as is reasonably possible and shall be carried out in a diligent fashion with no interruption of construction; in no event shall such commencement date be later than one (1) year from the date of casualty (the "Commencement Date") unless extended by written approval of the Residential Association for good cause shown.

SECTION 3. OPTION TO REPURCHASE PARCEL. In the event that an Owner fails to comply with the terms and provisions of this Article XV and does not commence reconstruction or repair on or before the Commencement Date, Owner, for itself, its heirs, executors, representatives, successors and assigns, hereby grants to the Residential Association an irrevocable right and option (the "Option") to purchase the subject Parcel on the terms and conditions hereafter set forth. The Owner hereby appoints the Residential Association to act in his place and stead as his attorney-in-fact.

SECTION 4. EXERCISE OF OPTION. If repair or reconstruction does not commence on or before the commencement Date, the Residential Association may, but is not obligated to, exercise its Option by delivery to Owner of written notice of its intent to exercise such Option. If exercised, closing of the purchase and sale of the Parcel shall occur on the date specified by the Residential Association, which date shall be no earlier than fifteen (15) days from the date of notice of exercise. Closing shall take place at such time and place as specified by the Residential Association. At closing, Owner or his attorney-in-fact shall convey the Parcel to the Residential Association by warranty deed, subject only to such exceptions or objections to title as Owner took "subject to" at the time of Owner's purchase (the "Permitted Exceptions"). In the event owner fails or refuses to convey title, the Residential Association shall be empowered to act as his attorney-in-fact as provided for herein or enforce a lien and foreclose pursuant to Article VII, Section 8. The purchase price of Option shall be determined as follows:

(A) In the event of a complete casualty loss, the purchase price payable to Owner shall be the original purchase price for the Parcel as paid by the Owner, less costs for such expenses incurred by the Association pursuant to Article VII.

(B) In the event the Parcel is encumbered by any type of mortgage or financing, the purchase price shall be reduced by the unpaid principle balance and accrued interest and prepayment penalty, if any, owing under such mortgage or financing.

(C) Owner shall be responsible for paying all costs incurred in connection herewith, including but not limited to State Documentary Stamps on the warranty deed, recording costs, attorneys' fees and all costs incurred in satisfying and removing of record any mortgages, fees, charges, penalties or liens not considered a Permitted Exception. Such costs shall be deducted from the purchase

price due Owner at closing or subject to lien enforcements pursuant to Article VII, Section 8.

(D) Real estate taxes against the Parcel, as well as any assessments against the Parcel imposed by the Residential Association and the Master Association, shall be apportioned as of the date of closing.

ARTICLE XVI

GENERAL PROVISIONS

SECTION 1. DURATION AND REMEDIES FOR VIOLATION:

The covenants and restrictions of this District Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Residential Association or the Owner of any Parcel subject to this District Declaration and their respective legal representatives, heirs, successors and assigns, for an initial term of twenty five (25) years from the date this District 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 the Owners of fifty-one Percent (51%) of the total number of Parcels as have then been subject to this District 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 Residential 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 the Residential Association in seeking such enforcement. Additionally, the Residential Association may levy fines and suspend voting rights and Common Area use rights as provided by Florida Statute 720.305(2018) as amended from time to time. Fines for continuing violations may not exceed two thousand dollars (\$2,000.00) in the aggregate.

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 District 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 Residential 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.

This Declaration may be amended:

(a) by the consent of the Owners holding not less than fifty-one (51%) percent of the voting interests of the membership together with

(b) the approval or ratification of a majority of the Board of Directors of the Residential Association. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof or their representative at any regular or special meeting of the Residential Association called and held in accordance with the By-Laws, evidenced by a certificate of the Secretary or an Assistant Secretary of the Residential Association.

Amendments for correction of scrivener's errors or other changes which do not materially affect owners' rights hereunder, may be made by the Board of Directors of the Residential Association alone without the need of consent of any other person, including the Owners.

Notwithstanding anything to the contrary herein contained, no amendment to this District Declaration shall be effective which shall impair or prejudice the rights or priorities of the Residential Association or the Master Association under this District Declaration, the Master Association Declaration or any other documents related thereto, without specific written approval of such Association (Master or Residential) affected thereby.

Any duly adopted amendment to this District 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: the Master Association Declaration and any amendments thereto, this District Declaration and

any amendments thereto, the Articles of Incorporation and the By-laws of the Residential Association.

SECTION 7. VENUE. The parties hereto agree that the venue for any action filed in appropriate courts regarding this District 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 Residential Association may be assigned by the Residential Association, 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 obligation and duties as are herein given to the Residential Association. After such assignment, the Residential 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 District Declaration shall become effective upon its recordation in the public records of St. Lucie County, Florida.

This Amended and Restated District Declaration of Covenants, Conditions, and Restrictions for Callaway Place has been approved by a majority of the Board of Directors and by at least 51% of the voting interests of the Membership by written consent.

The undersigned, Callaway Place Association, Inc., hereby consents to the terms and conditions contained in the foregoing Amended and Restated District Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 12th day of March, 2019.

WITNESSES AS TO PRESIDENT:

CALLAWAY PLACE ASSOCIATION, INC.

Judy Merritt
Printed Name: JUDY MERRITT
Tina Ginni
Printed Name: TINA GINNI

By: Susan Ranew
CALLAWAY PLACE, President

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me on 12th March 2019, by Susan Ranew, as President of Callaway Place Association, Inc. [X] who is personally known to me, or [] who has produced identification [Type of Identification: _____].



Notarial Seal

Christine Perkins
Notary Public

WITNESSES AS TO SECRETARY:

CALLAWAY PLACE ASSOCIATION, INC.

Susan Ranew
Printed Name: SUSAN RANREW
Tina Ginni
Printed Name: TINA GINNI

By: Judy Merritt
CALLAWAY PLACE, Secretary



STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me on 12th March 2019, by Judy Merritt, as Secretary of Callaway Place Association, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: Florida drivers license].



Notarial Seal

Christine Perkins
Notary Public