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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
RESERVATIONS AND RESTRICTIONS
FOR CARRIAGE POINTE ESTATES NEIGHBORHOOD AREA

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
RESERVATIONS AND RESTRICTIONS
FOR CARRIAGE POINTE ESTATES NEIGHBORHOOD AREA

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR CARRIAGE POINTE ESTATES NEIGHBORHOOD AREA (hereinafter referred to as this "Neighborhood Declaration") is made as of April 30, 2019 by CARRIAGE POINTE LAND INVESTORS, LLC, a Colorado limited liability company (hereinafter referred to as "Neighborhood Declarant").

WITNESSETH:

WHEREAS, Neighborhood Declarant is the owner of that certain real property located in the City of Fort Pierce, St. Lucie County, Florida, described in Exhibit "A", attached hereto and made a part hereof, which is being established by Neighborhood Declarant as a subdivision known as "Carriage Pointe Estates" (hereinafter referred to as the "Neighborhood Area");

WHEREAS, Neighborhood Declarant intends to impose on the Neighborhood Area mutually beneficial restrictions under a general plan of improvement.

NOW, THEREFORE, Neighborhood Declarant hereby declares that the above recitals are true and correct, and that the Neighborhood Area, and any additional real property as is hereinafter subjected to this Neighborhood Declaration in accordance with its terms, shall be held, sold and conveyed subject to the following covenants, conditions, easements, reservations and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property subjected to this Neighborhood Declaration and which shall be binding on all parties having any right, title or interest in the real property subjected to this Neighborhood Declaration or any part thereof, and their respective heirs, successors, successors in title and assigns. Notwithstanding anything in the preceding sentence to the contrary, no real property or any interest in real property dedicated to public use by plat, deed, easement or other legally recognized transfer and accepted by any governmental authority, shall be subject to this Neighborhood Declaration.

ARTICLE I
Definitions

Section 1. "Annexation Agreement" shall mean an amendment or supplement to this Neighborhood Declaration which subjects additional property to this Neighborhood Declaration in accordance with the terms of this Neighborhood Declaration.

Section 2. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Neighborhood Declaration or by contract or agreement become the responsibility of the Neighborhood Association to maintain, administer or operate.

Section 3. “Articles of Incorporation” shall mean and refer to the Amended and Restated Articles of Incorporation of the Neighborhood Association attached hereto as Exhibit “B” and incorporated herein by reference, which have been filed or which simultaneously herewith are being filed with the Secretary of State of the State of Florida, as same may be amended from time to time.

Section 4. “Assessment” shall be an inclusive term referring to an Individual Assessment, a Regular Assessment and a Special Assessment.

Section 5. “Authorized Builder” shall mean and refer to (a) NVR, INC., a Virginia Corporation, d/b/a “Ryan Homes”, and (b) any other builder who may be authorized by Neighborhood Declarant to construct residences or other buildings on Units in the Neighborhood Area. Neighborhood Declarant, in its sole and absolute discretion, shall have the right to authorize additional licensed builders to construct residences or other buildings in the Neighborhood Area as an Authorized Builder until the last Unit remaining in the Neighborhood Area has a residence constructed thereon that has been issued a certificate of occupancy from the applicable governmental agency.

Section 6. “Board of Directors” shall mean and refer to the Board of Directors of the Neighborhood Association.

Section 7. “Bylaws” shall mean and refer to the Bylaws of the Neighborhood Association attached hereto as Exhibit “C” and incorporated herein by reference, which have been adopted or which simultaneously herewith will be adopted, as amended from time to time.

Section 8. “Class B Control Period” shall mean and refer to the period beginning upon the filing of the Articles of Incorporation of the Neighborhood Association with the Florida Department of State, and continuing until the first to occur of the following:

(a) three months after ninety percent (90%) of the Units in all phases of the community that will ultimately be operated by the Neighborhood Association have been conveyed to Persons other than the Neighborhood Declarant and Authorized Builders;

(b) December 31, 2045; or

(c) such earlier date when, in its discretion, the Neighborhood Declarant so determines that the Class B Control Period shall end.

Section 9. “Common Area” shall mean and refer to all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, if any, which the Neighborhood Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners.

Section 10. “Common Expenses” shall mean and include the actual and estimated expenses incurred by the Neighborhood Association for the maintenance, repair and operation of

the Area of Common Responsibility, or for the general benefit of all Owners, or for the benefit of Owners within a specific phase or portion of the Neighborhood Area, including, without limitation, salaries and benefits of employees, management fees and costs, administrative expenses of operating the Neighborhood Association and reasonable reserves for the maintenance, repair and replacement of replaceable assets or for such other purposes as the Board of Directors may determine, all as may be found to be necessary and appropriate by the Neighborhood Association pursuant to this Neighborhood Declaration, the Bylaws and the Articles of Incorporation.

Section 11. “Conservation and Preservation Areas” shall mean and refer to those areas designated by any Development Approvals currently existing in the Neighborhood Area or for any portion of the future annexation lands annexed to the Neighborhood Area for conservation or preservation purposes and all other environmentally protected areas.

Section 12. “Design Review Manual” is the manual established by the Neighborhood Declarant consisting of the policies, procedures, and specifications that govern the development of Units within the Neighborhood Area and the Properties and the construction of buildings and related improvements thereon.

Section 13. “Development Approvals” shall mean and refer to the site plan approval, planned development plan, development agreement, subdivision plat and any and all subdivision and other governmental permits and approvals obtained with respect to the Neighborhood Area or any part thereof, and relevant zoning and comprehensive plan designation for the Neighborhood Area or any part thereof.

Section 14. “Individual Assessment” shall mean and refer to the Assessments levied against any Units in the Neighborhood Area in accordance with Section 4 of Article VIII of this Neighborhood Declaration.

Section 15. “Mortgage” shall mean and refer to a mortgage, deed of trust, deed to secure debt, or other form of security deed.

Section 16. “Mortgagee” shall mean and refer to a beneficiary or holder of a Mortgage.

Section 17. “MRC” shall mean and refer to the Modification Review Committee of the Neighborhood Association appointed by the Board of Directors for the Neighborhood Association pursuant to the provisions hereof which committee will be charged with approving modifications to the Units but only after such authority and obligation has been assigned and delegated by the PRC and the Neighborhood Declarant as contemplated by the provisions of this Neighborhood Declaration.

Section 18. “Neighborhood Area” shall mean and refer to the real property described in Exhibit “A” and known as the Carriage Pointe Estates Neighborhood Area. Neighborhood Declarant pursuant to the terms of this Neighborhood Declaration have the right as provided herein, but not the obligation, to add additional property to the Neighborhood Area,

which may include, without limitation, the property described generally in Article VII, Section 1 of this Neighborhood Declaration.

Section 19. “Neighborhood Association” shall mean and refer to CARRIAGE POINTE HOA, INC., a Florida not-for-profit corporation, its successors or assigns, which has been established or is being simultaneously established herewith.

Section 20. “Neighborhood Declarant” shall mean and refer to CARRIAGE POINTE LAND INVESTORS, LLC, a Colorado limited liability company, or its successors, successors-in-title or assigns who are designated as the Neighborhood Declarant hereunder in a recorded instrument executed by the immediately preceding Neighborhood Declarant, provided, however, in no event shall there be more than one Neighborhood Declarant for the Neighborhood Area at any given time.

Section 21. “Neighborhood Declaration” shall mean and refer to this Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Carriage Pointe Estates Neighborhood Area, as supplemented and amended from time to time.

Section 22. “Neighborhood Drainage System” shall mean and refer to those incidental drainage facilities located within the Neighborhood Area which shall be operated and maintained by the Neighborhood Association or, to the extent provided in Article IV, Sections 1-2, and Article VI, Section 20 of this Neighborhood Declaration, by the Owner of the applicable Unit on which such drainage facilities are located, including, but not limited to, swales, drains, inlets and catch basins and piping (i) installed to exclusively drain the Neighborhood Area amenities, including but not limited to road right of ways located on tracts within the Neighborhood Area which are operated and maintained by the Neighborhood Association, and (ii) installed within a Unit or tract to exclusively drain such Unit or tract and/or adjoining Units or tracts.

Section 23. “Neighborhood-Wide Standard” shall have the meaning given to such term in Article IV, Section 3 of this Neighborhood Declaration.

Section 24. “Owner” shall mean and refer to one (1) or more Persons who hold the record title to any Unit which is part of the Neighborhood Area, including an Authorized Builder and the Neighborhood Declarant, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract for deed, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be deemed the Owner.

Section 25. “Person” shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, an estate, a trust, a trustee or other legal entity.

Section 26. “Plat” shall mean and refer to the subdivision plat of any portion of the Neighborhood Area recorded in the Public Records of St. Lucie County, Florida.

Section 27. “PRC” shall mean the Plan Review Committee of the Neighborhood Declarant (or such persons or entities to which the Neighborhood Declarant may assign and

delegate the authority and obligation) organized to conduct the review, approval or disapproval of construction and improvements within the Neighborhood Area in accordance with the Neighborhood Declaration and the Design Review Manual up to and until such time as the Neighborhood Declarant and the PRC assign and delegate such authority and obligation to the MRC as contemplated by the provisions of this Neighborhood Declaration.

Section 28. “Regular Assessment” shall mean and refer to the Assessments levied against all Units in the Neighborhood Area to fund Common Expenses in accordance with Section 1 of Article VIII of this Neighborhood Declaration.

Section 29. “Special Assessment” shall mean and refer to Assessments levied in accordance with Section 3 of Article VIII of this Neighborhood Declaration.

Section 30. “Supplemental Declaration” shall mean and refer to an amendment or supplement to this Neighborhood Declaration which imposes, expressly or by reference, additional restrictions and obligations on the real property described therein.

Section 31. “Unit” shall mean and refer to a lot shown on the Plat, and any structure thereon, intended for development, use and occupancy as an attached or detached residence for a single family. Areas on the Plat designated as “Tracts” shall not constitute Units. The Neighborhood Declarant may in its sole discretion amend this Neighborhood Declaration for the purpose of more specifically designating Units in the Neighborhood without the necessity of joinder of any other Person to said amendment.

Section 32. “Vacant Homesite” shall mean and refer to a Unit owned by an Owner other than Neighborhood Declarant upon which construction of a residence has not begun within six (6) months following the date of initial conveyance of the Unit by Neighborhood Declarant. Any Unit upon which construction of a residence has commenced, but is interrupted for a period exceeding three (3) months, shall also be deemed a Vacant Homesite.

ARTICLE II Property Rights

Section 1. Rights of Owners to Use the Common Area. Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area for the purpose for which it is intended, subject to this Neighborhood Declaration as it may be amended from time to time, any easements reserved therein or granted by Neighborhood Declarant and any restrictions or limitations contained in the Plat or in any deed conveying such property to the Neighborhood Association or subjecting such property as Common Area to the Neighborhood Declaration. Such non-exclusive right or easement is subject to (i) the right of the Neighborhood Association to limit the number of guests of Owners or Owners who may use the Common Area from time to time; (ii) the right of the Neighborhood Association to promulgate, establish and enforce reasonable rules and regulations pertaining to the use of the Common Area; and (iii) the right of the Neighborhood Association to take such steps as are reasonably necessary to maintain, preserve and protect the Common Area. Any Owner may delegate his right of

enjoyment in and to the Common Area to the members of his family, tenants, guests or invitees, as applicable, subject to reasonable regulation by the Board of Directors of the Neighborhood Association and in accordance with procedures it may adopt. An Owner of a Unit who leases his Unit shall be deemed to have delegated such rights to the Unit's tenant during the term of the applicable lease. No Owner may exempt himself from personal liability for, or exempt his Unit from, any Assessments duly levied by the Neighborhood Association, or release the Unit owned by the Owner from liens, charges, encumbrances and other provisions of this Neighborhood Declaration or the rules and regulations of the Neighborhood Association by (a) the voluntary waiver of the right, privilege and easement for the use and enjoyment of the Common Area; or (b) the abandonment of his Unit.

Section 2. Conveyance of Common Area and Neighborhood Association Property. The Neighborhood Association may or may not own any Common Area in fee simple; provided however, before the U.S. Department of Housing and Urban Development insures the first mortgage on a Unit in the Neighborhood Area, Neighborhood Declarant shall convey the Common Area, if any, to the Neighborhood Association in fee simple released from any encumbrance securing the repayment of monetary obligations incurred by Neighborhood Declarant, and from all other encumbrances then of record, but subject however to all other matters of record, including without limitation easements, the Neighborhood Declaration, and ad valorem real property taxes for the year of conveyance. The Common Area, as well as any other real or personal property owned by the Neighborhood Association which may not be considered Common Area, shall not be mortgaged or conveyed (except to the Neighborhood Association) without the consent of at least two-thirds (2/3) of the Owners, excluding the Neighborhood Declarant. Provided, however, that notwithstanding anything in the preceding sentence to the contrary, the Neighborhood Association may convey portions of the Common Area or other property owned by the Neighborhood Association with the approval of two-thirds (2/3) of the members of the Board of Directors in order to effect boundary line adjustments or correct scrivener's or inadvertent engineering errors that do not materially adversely affect (i) the utility of the Common Area or other property to the Owners, or (ii) the value of the Common Area or other property owned by the Neighborhood Association. The Neighborhood Association shall accept title to any real estate or personal property, or any interest therein, offered to the Neighborhood Association by Neighborhood Declarant. If ingress or egress to any Unit is through the Common Area, any conveyance or encumbrance of such Common Area shall be subject to the Unit Owner's easement for ingress and egress. The Common Area shall be a part of the Area of Common Responsibility.

Section 3. Leasing. An Owner shall be allowed to lease his Unit, provided that any such lease shall require (and shall be deemed to require, if not expressly set forth in the lease) the tenant thereunder to comply with the terms and conditions of this Neighborhood Declaration, the Bylaws, the Articles of Incorporation (including, without limitation, the use restrictions imposed upon Owners in connection with use of a Unit or the Common Area), and provided further that such lease and tenancy is otherwise in compliance with any rules and regulations promulgated by the Neighborhood Association. Except as otherwise provided herein as to Authorized Builders, no lease of a Unit shall be for less than an entire Unit and for a term of less than one (1) year. Any such lease shall be in writing and shall be enforceable by the Neighborhood Association whether or not so stated in its terms. During the term of any lease,

each tenant must comply with the use restrictions set forth in this Neighborhood Declaration and any rules and regulations respectively adopted by the Neighborhood Association. Further, during the term of any lease, an Owner shall not be relieved of any obligations under the terms of the Neighborhood Declaration, and an Owner shall be liable for the actions of his tenants which may be in violation of the terms and conditions of the Neighborhood Declaration any rules and regulations thereunder and any other documents set forth above, notwithstanding the fact that the tenants are also fully liable for any violation of the documents and rules and regulations. In the event a tenant, occupant, guest, invitee or person living with the tenant or occupant violates the Neighborhood Declaration, Bylaws, Articles of Incorporation or the rules and regulations of the Neighborhood Association, the Neighborhood Association as appropriate, shall have the power to bring an action or suit against the violating tenant, occupant, guest, invitee and the Owner, or any combination of the foregoing, to recover sums due for damages or injunctive relief, or for any other remedy available at law or in equity. The Neighborhood Association shall at all times have all rights granted to it by Section 720.3085(8), Florida Statutes, as amended or renumbered from time to time, or otherwise under Florida law to notify any tenant of a Unit that the Owner of such Unit is delinquent in the payment of any Assessments to the Neighborhood Association as the case may be, and to collect such past due amounts directly from the tenant in compliance with all applicable requirements imposed by Florida law.

Notwithstanding any provision of this section to the contrary, a lease agreement wherein an Authorized Builder is a party thereunder for purposes relating to its construction and sales activities within the Neighborhood Area may be for a term of less than one (1) year.

Section 4. Time-Share Prohibition. No time sharing plan, as the term is defined in Chapter 721, Florida Statutes, as amended or renumbered from time to time, or any similar plan of fragmented or interval ownership of Units shall be permitted within the Neighborhood Area, and no attempt to create the same by lease or otherwise shall be allowed.

Section 5. Board of Director's Rights. The Board of Directors, in its sole discretion, by resolution may extend permission to selected non-owners of any interest in the Neighborhood Area to use portions of the Common Area subject to such terms and conditions as the Board of Directors may impose.

Section 6. Withdrawal. Neighborhood Declarant reserves the right to amend this Neighborhood Declaration unilaterally at any time so long as Neighborhood Declarant owns any real property which is subject to this Neighborhood Declaration (or may be annexed into the Neighborhood Area and made subject thereto) for the purpose of removing certain portions of the Neighborhood Area then owned by Neighborhood Declarant, its affiliates or the Neighborhood Association from the purview, operation, and effect of this Neighborhood Declaration. For such an amendment to have effect, such amendment setting forth the withdrawal must be filed in the Public Records of St. Lucie County, Florida.

Section 7. Amendment of Article II. This Article shall not be amended without the written consent of Neighborhood Declarant, unless Neighborhood Declarant no longer owns any real property which is subject to the Neighborhood Declaration or subject to annexation to the Neighborhood Declaration.

ARTICLE III
Neighborhood Association

Section 1. Objectives, Purposes and Function. The Neighborhood Association has been created and established for the objectives and purposes of, and shall have exclusive jurisdiction over and the sole responsibility for, the administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Area and, to the extent provided by agreement or otherwise, of that portion of the Area of Common Responsibility which is not a part of the Common Area; the establishment, levy, imposition, enforcement and collection of all fines, charges and Assessments for which provision is made in this Neighborhood Declaration; the payment of all Common Expenses; and the promotion and advancement of the general welfare of the members of the Neighborhood Association all as more particularly provided in this Neighborhood Declaration and in the Articles of Incorporation, Bylaws and rules of regulations of the Neighborhood Association.

Section 2. Duties and Powers. In addition to those duties and powers conferred by law and those specified and enumerated in the Articles of Incorporation and the Bylaws, the Neighborhood Association shall have such duties and powers as are, respectively, imposed and conferred upon it pursuant to this Neighborhood Declaration, including, without limitation, such duties and powers as may reasonably be implied from, necessary for, or incidental to the accomplishment of the objectives and purposes for which the Neighborhood Association has been created and established. All duties and powers of the Neighborhood Association shall be exercised by the Board of Directors unless otherwise provided in this Neighborhood Declaration, the Articles of Incorporation, or the Bylaws.

Section 3. Membership. Every Owner shall be deemed to have a membership in the Neighborhood Association as an appurtenance to ownership of a Unit. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. During an Owner's ownership of a Unit, the membership shall not be refused, waived or surrendered, but voting rights and rights of use and enjoyment of the Common Area may be regulated or suspended as provided in this Neighborhood Declaration, the Articles of Incorporation, the Bylaws and rules and regulations adopted by the Neighborhood Association. Notwithstanding anything in this Neighborhood Declaration to the contrary, the fact that real property or an interest in real property within the Neighborhood Area is vested in a governmental entity or dedicated to public use and accepted by a governmental authority (including without limitation public schools, public roads, public parks and public easements) shall not cause such governmental authority, by virtue of such vesting or interest, to be a member of the Neighborhood Association.

Section 4. Transfer of Membership. Membership in the Neighborhood Association shall be appurtenant to and may not be separated from the ownership interest of an Owner in a Unit. The membership of an Owner in the Neighborhood Association shall not be transferred, pledged or alienated in any way, except that such membership shall automatically be transferred and assigned upon the transfer of the Owner's ownership interest in the Unit required for membership in the Neighborhood Association. Owner agrees to immediately notify the

Neighborhood Association upon such transfer of the Unit and to deliver to the Neighborhood Association the address of the new Owner, and a copy of the deed conveying the Unit to the new Owner.

Section 5. Voting Rights. The Neighborhood Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A" members shall be all Owners with the exception of the Class "B" member, if any. Voting rights shall be allocated among Class "A" members as follows: one (1) vote shall be allocated to the Unit (and collectively the Owners of such Unit).

(b) The Class "B" member shall be the Neighborhood Declarant. The Class "B" member shall have five hundred (500) votes until the Class "B" membership terminates and becomes converted to Class "A" membership. The rights of the Class "B" member, including the right to approve actions taken under this Neighborhood Declaration and the Bylaws, are specified elsewhere in this Neighborhood Declaration and the Bylaws. The Class "B" member shall be entitled to appoint the members of the Board of Directors during the Class B Control Period, as provided in the Bylaws. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

(i) the expiration of the Class "B" Control Period; or

(ii) such earlier date when, in its discretion, the Neighborhood Declarant so determines.

(c) Votes to be cast by the Class "A" members at membership meetings of the Neighborhood Association shall be cast by the duly designated voting representative for the Unit, as further described in the Articles of Incorporation and the Bylaws.

Section 6. Cumulative Voting. No cumulative voting shall be permitted.

ARTICLE IV Maintenance

Section 1. Neighborhood Association's Responsibility. The Neighborhood Association shall maintain, insure, and keep in good repair the Area of Common Responsibility, (except to the extent swales within a Unit that are a part of the Neighborhood Drainage System are to be maintained, operated, or repaired by an Owner pursuant to Article VI, Section 20 of this Neighborhood Declaration), and the costs of such maintenance to be funded as hereinafter provided. This maintenance shall include, but need not be limited to, maintenance, repair, restoration and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon or under the Area of Common Responsibility. The Area of Common Responsibility may include, but is not guaranteed to include, private roads, medians, entry features, gates and gate houses, road signs and other signage, traffic

control devices, pedestrian systems, and recreational amenities, if any, such as parks, sidewalks and trail systems, pavilions, mail kiosks, playgrounds, and open space located within the Common Area, as to be initially constructed by Neighborhood Declarant in its sole and absolute discretion within the Control B Period, or, if after the Control B Period, as may be authorized by the Neighborhood Association. Notwithstanding the foregoing sentences, each Owner shall be responsible for any damage to, and destruction of, any Area of Common Responsibility, caused by any act or omission by or on behalf of such Owner or such Owner's family, guests, invitees or tenants. The Neighborhood Association shall also maintain and keep in good repair such portions of any additional property not included within the Area of Common Responsibility as may be dictated by this Neighborhood Declaration, or by a contract or agreement for maintenance thereof by the Neighborhood Association or by a governmental entity or agency. In the discharge of its responsibilities, the Neighborhood Association shall comply fully with the Development Approvals to the extent relevant and applicable to the Area of Common Responsibility or the Neighborhood Association's duties and responsibilities. Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility, or any improvements therein, and additional property (as provided above) shall be a Common Expense to be allocated among all Units as part of the Assessments.

The Neighborhood Association may maintain property which it does not own (in addition to those portions of the Area of Common Responsibility which it does not own), including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Neighborhood-Wide Standard.

Section 2. Owner's Responsibility. Each Owner shall maintain and insure his or her Unit and all structures, driveways, landscaping and other improvements comprising the Unit in good repair and in a manner consistent with this Neighborhood Declaration and any standard established by the Board of Directors, and in any Neighborhood planning and design criteria, and all applicable covenants, including those contained within the Neighborhood Declaration, unless such maintenance and insurance responsibility is otherwise assumed by or assigned to the Neighborhood Association as expressly provided for in this Neighborhood Declaration. Each Owner of a Unit shall also maintain, operate, and repair swales that are a part of the Neighborhood Drainage System and located on such Owner's Unit (which areas shall not be a part of the Area of Common Responsibility hereunder) to the extent required under Article VI, Section 20, of this Neighborhood Declaration. Each Owner of a Unit adjacent to a lake, pond, or retention or other stormwater management water area shall also maintain the portion of such water area located between such Owner's Unit and the ordinary high water line of any such applicable area (such maintenance shall include at a minimum mowing the area and erosion and irrigation repairs). In addition, each Owner shall also maintain that portion of any road right-of-way located between such Owner's Unit and the road pavement within such right-of-way (including without limitation sidewalks, turf areas, trees and other landscaping) in a manner consistent with this Neighborhood Declaration and any standard established by the Board of Directors and, as to any improvement to such areas, any standards established by the PRC and MRC, as applicable, from time to time. If any Owner fails to properly perform his or her maintenance responsibility, the Neighborhood Association, in its sole discretion, shall have a

right of entry upon such Unit and any adjacent areas, as applicable, and may perform such maintenance and assess all costs incurred by the Neighborhood Association (together with an overhead expense to the Neighborhood Association of fifteen percent (15%) of the total amount thereof) against the Unit and the Owner thereof as an Individual Assessment in accordance with Section 4 of Article VIII of this Neighborhood Declaration; provided, however, except when entry is required due to an emergency situation, the Neighborhood Association shall afford the Owner reasonable notice and an opportunity to cure the problem of at least seven (7) business days prior to entry. The Neighborhood Association shall have no obligation to perform any such maintenance, unless required to do so under this Neighborhood Declaration. The determination as to whether a Unit and all structures, parking areas, driveways, landscaping and other improvements on such Unit are being maintained in good repair and in a manner consistent with the foregoing shall be made by the Board of Directors. Notwithstanding any provision of this Neighborhood Declaration to the contrary, in no event shall any Owner or such Owner's tenants, invitees, guests or contractors enter upon, mow, clear, trim, modify or disturb in any manner any Conservation and Preservation Area adjoining the Owner's Unit or otherwise; provided, however, that entry upon and through a Conservation and Preservation Area may be permitted by the entity responsible for managing and maintaining such Conservation and Preservation Areas (but only in its sole and absolute discretion, which permission may be revoked at any time) within designated walkways, trails, paths and other areas designated for such use.

Section 3. Determination of Neighborhood-Wide Standard. The Neighborhood Association has established a standard for the Neighborhood Area. This standard establishes the minimum acceptable expectations as to conduct, aesthetics, maintenance and other activity generally prevailing throughout the Neighborhood Area (herein referred to as the "Neighborhood-Wide Standard"). The Neighborhood-Wide Standard as to conduct for all Owners and other entrants shall at all times be civil, professional, and becoming of other upstanding, first-class citizens, neighbors, and businesses. The Neighborhood-Wide Standard as to aesthetics, maintenance, and for all activities and decisions related thereto shall be substantially similar to that set forth by the PRC and Neighborhood Declarant and shall always be becoming of other first-class neighborhoods in the region. The Neighborhood-Wide Standard shall not be modified without the express prior written consent of the Neighborhood Declarant as long as the Neighborhood Declarant owns any real property which is subject to the Neighborhood Declaration or which under the terms of this Neighborhood Declaration could be annexed into the Neighborhood Area. After which time, the Neighborhood-Wide Standard may be modified only by an approving vote of two-thirds of the members of the Neighborhood Association. The Neighborhood-Wide Standard may be enforced by the Neighborhood Declarant and the Neighborhood Association. Notwithstanding the foregoing, the PRC or MRC, as applicable, shall determine whether the Neighborhood Area or any portion thereof, and all structures, parking areas, landscaping and other improvements located thereon are being maintained in a manner consistent with the Neighborhood-Wide Standard.

Section 4. Vacant Homesite Maintenance. Each Vacant Homesite within the Neighborhood Area shall be maintained by the Owner thereof in a safe and attractive condition in accordance with the Neighborhood-Wide Standard. Maintenance of Vacant Homesites shall include efforts to keep debris and other trash from accumulating. All costs relating to the maintenance of Vacant Homesites shall be the responsibility of the Owners thereof.

Section 5. Private Road Maintenance; Related Improvements; Roadway Lighting.

All roads shown on the Plat as private roads, together with related improvements, including, but not limited to, all portions of the Neighborhood Drainage System associated with the private roads, shall be maintained and kept in good repair by the Neighborhood Association in accordance with Article IV, Section 1 of this Neighborhood Declaration as a part of the Common Area, and thus the Area of Common Responsibility. The Neighborhood Association shall, contemporaneously with or after the expiration of the Class "B" control period, establish and maintain a reserve fund for the periodic maintenance, repair and replacement of such private roads and related Common Area improvements that it is obligated to maintain under this Section. Such reserve accounts shall include, without limitation, (i) a routine infrastructure maintenance account for regularly scheduled and unscheduled repair of the traffic infrastructure, including, without limitation, the roadways as well as the curbing, sidewalks, bike paths, traffic control signage, street lighting (if any) and other property, infrastructure, and systems related to the operation of the same, and (ii) a capital repair/streets account for the resurfacing and reconstruction of the roadways every twelve (12) years as necessary. In addition to the maintenance of private roads and related Common Area improvements as provided in this Section, the Neighborhood Association may enter into agreements for the purchase, lease and/or maintenance of roadway lights to provide roadway light service to the Neighborhood Area. To the extent that the Neighborhood Association elects to purchase, lease, or maintain such roadway lights, such roadway lights shall be a part of the Common Area and Area of Common Responsibility, and the payments for the roadway lights under any such purchase, lease and/or maintenance agreement by the Neighborhood Association shall be Common Expenses which are budgeted for annually pursuant to Section 2 of Article VIII hereinbelow.

ARTICLE V
Architectural Standards

Section 1. Initial Construction of Buildings and Improvements Subject to Approval. Only Authorized Builders will be permitted to build within the Neighborhood Area. The initial construction of buildings and related improvements within the Neighborhood Area shall be subject to the approval of the Neighborhood Declarant through the PRC pursuant to its policies and procedures, as may be amended from time to time. No initial construction of buildings and related improvements (including, without limitation, staking, clearing, grading and other site work, plantings and landscaping, and the construction of buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, signs or other improvements of any kind, nature or description) shall be commenced, constructed, maintained or otherwise take place upon any portion of the Neighborhood Area except in strict compliance with this Article, and in compliance and conformance with any plans approved pursuant to this Article after fully meeting the requirements of this Article, and after the approval of the appropriate entities has been obtained.

Section 2. Review Committees. The Neighborhood Declarant, acting through the PRC, shall have exclusive jurisdiction over, and the right to review and approve or disapprove, the initial construction of all buildings and related improvements on the Neighborhood Area or any portion thereof, including without limitation the activities set out in Section 1 of this Article.

Subsequent construction or related improvements thereto within the Neighborhood Area shall be subject to the approval of the PRC until such time as that authority and obligation has been assigned and delegated by the Neighborhood Declarant to the MRC. The MRC may establish its own policies and procedures for review and approval of all subsequent construction and improvements within the Neighborhood Area; provided, however, that the same shall remain subject to the provisions of the Neighborhood Declaration and the Design Review Manual. Approval or disapproval of, the PRC or the MRC, as applicable, shall take into account the objectives and purposes of this Neighborhood Declaration and the requirements of the Design Review Manual. Such review by and approval of the PRC or the MRC, as applicable, shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other improvements under review, and the compatibility and harmony of same with other contiguous, adjacent and nearby structures and other improvements, and the topography, finish grade elevation, and other physical characteristics and the proposed location of same and in relation to the character of the Neighborhood Area in general.

Section 3. Design Review Manual. The PRC shall utilize and refer to the Design Review Manual in connection with its review of all proposed construction of buildings and related improvements thereon pursuant to this Article. The Design Review Manual shall also be utilized by the MRC in connection with its review of installation, construction or modifications taking place after such authority and obligation has been assigned and delegated to it. The Design Review Manual shall be the exclusive architectural and design guidelines applicable to the Neighborhood Area.

Section 4. Duration of Approval. Any approval of plans, specifications and other materials, by the PRC or the MRC, as applicable, shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other improvement for which plans, specifications, and other materials have been approved, has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the PRC or the MRC, as applicable, on resubmission in any respect. Notwithstanding any provision of this Neighborhood Declaration to the contrary, with respect to the initial construction of homes on a Unit, approval of such initial construction plans given to any Authorized Builder shall continue to be valid beyond the aforementioned one (1) year period after initial approval has been given so long as the relevant Authorized Builder has continued to diligently construct such approved homes within the Neighborhood Area and has not ceased or significantly slowed such construction for a period longer than eight (8) months.

Section 5. Exemptions. The Neighborhood Declarant shall be exempt from compliance with the provisions of this Article V. The Neighborhood Declarant may, in its sole and absolute discretion, also exempt certain Authorized Builders from the provisions of this Article V and any other applicable architectural review procedures which may be required hereunder. Such exemption may be granted only so long as, prior to commencing the work related to any improvements on the site, the relevant Owner and the Authorized Builder have submitted detailed plans showing the proposed improvements, including, without limitation, all

buildings to be constructed and the landscaping to be completed thereon, and the Neighborhood Declarant, in its sole and absolute discretion, has found the improvements indicated on such plans to be in keeping with the Neighborhood Wide Standard. All improvements must then be constructed in substantial compliance with those approved plans. The Neighborhood Declarant's ability to grant such an exemption shall last for so long as the Neighborhood Declarant owns any property subject to this Neighborhood Declaration or which under the terms of this Neighborhood Declaration could be annexed into the Neighborhood Area.

Section 6. Time Limitation on Review. The PRC shall have forty-five (45) days after delivery to the Neighborhood Declarant's principal office of all required and requested information, to approve or reject any submissions subject to approval under this Article, and if not rejected within such forty-five (45) day period, said plans shall be deemed approved; subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this Neighborhood Declaration and also subject to the provisions of the Design Review Manual. All work done after receiving the approval of the PRC or the MRC, as applicable shall be subject to the inspection by, and final approval of, such committee as appropriate, to determine compliance with the Design Review Manual and plans and specifications submitted and approved by such committee.

Section 7. No Waiver of Future Approvals. The approval of the PRC or the MRC, as applicable, of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 8. Variance. The PRC or MRC, as applicable, in the applicable committee's sole and absolute discretion, may authorize variances from compliance with any of the provisions of its guidelines and procedures, including the Design Review Manual, when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require. No variance shall (i) be effective unless in writing, or (ii) prevent the PRC or MRC, as applicable, from denying a variance in other circumstances. For purposes of this Section, the inability to obtain (a) an approval of any governmental agency or (b) the issuance of any permit shall not be considered a hardship warranting a variance.

Section 9. Fees and Deposits. The PRC and the MRC each shall have the power and authority to establish and collect fees and to require deposits in connection with its respective review and approval procedures, including fees of professional consultants, if any, and of members of the PRC and the MRC, as well as taking into account the costs and expenses associated with the development, formulation and publication of the Design Review Manual.

Section 10. No Liability. No approval given by the PRC or the MRC shall impose any responsibility or liability whatsoever on the PRC the MRC or any member, employee, officer, director or agent of any either of them, including, without limitation, for: (i) the structural adequacy or integrity of buildings and improvements for which plans are approved; (ii) any decision, approval or disapproval of any plans, specifications or other materials required

to be submitted for review and approval pursuant to the provisions of this Article, or (iii) any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval, or disapproval. The review and approval process provided in this Article pertains only to compliance with the provisions provided hereunder and does not include review or approval for compliance with any applicable governmental regulations, including without limitation, any applicable building or zoning laws, ordinances, codes, rules and regulations.

ARTICLE VI Use Restrictions

The Neighborhood Area shall be used only for such purposes as are permitted in the Development Approvals, subject to such further restrictions as may be set forth in this Neighborhood Declaration, any Supplemental Declaration or Annexation Agreement or other covenants or deed restrictions pertaining thereto recorded in the Public Records of St. Lucie County, Florida from time to time. No changes in the uses and intensities of uses permitted in the applicable Development Approvals pertaining to the Neighborhood Area may be made, nor may any application therefor be made to any governmental authority, without the prior written approval of the Neighborhood Declarant, as long as Neighborhood Declarant owns any land within the Neighborhood Area or which may be annexed thereto.

The Neighborhood Area shall also be subject to such further restrictions as Neighborhood Declarant may impose under and by virtue of deeds to Owners. Restrictions identified in any such deed as being enforceable by the Neighborhood Association shall be enforceable by the Neighborhood Association, acting through the Board of Directors, in the same manner as if such restrictions were set forth in this Neighborhood Declaration.

The Neighborhood Association, acting through its Board of Directors, shall have the authority to make, enforce, amend and delete standards and restrictions governing use of the Neighborhood Area in addition to those contained herein, and to impose reasonable user fees for use of the Common Area, provided however, should such standards and restrictions be in conflict with or less stringent than as required in the Development Approvals, then the terms and conditions of the Development Approvals shall control. Sanctions may include reasonable monetary fines as Individual Assessments which may be secured by a lien upon an Owner's Unit in the same manner as delinquent Assessments, all as more particularly set forth in this Neighborhood Declaration. During such time as Neighborhood Declarant owns any real property which is subject to the Neighborhood Declaration, any standards and restrictions governing the use of the Neighborhood Area made, or amended, shall not apply to the Neighborhood Declarant and that portion of the Neighborhood Area owned by it unless Neighborhood Declarant consents thereto by written instrument recorded in the public records of the County in which the Neighborhood Association is located.

The PRC shall have the authority, on behalf of the Neighborhood Declarant to prepare, promulgate, and amend individual design and development guidelines and application and review procedures for the Neighborhood Area. The MRC shall have similar authority after such power and obligation has been assigned and delegated to it as contemplated herein. No

construction, improvements, excavations, plantings, landscaping or any other activity of any kind, nature or description identified in Article IX, Section 14 of this Neighborhood Declaration shall be commenced or otherwise undertaken upon or in the Neighborhood Area except in strict compliance with the provisions of this Neighborhood Declaration.

Section 1. Water and Sewage Facilities. No individual potable water supply system or individual sewage disposal system shall be permitted for any portion of the Neighborhood Area.

Section 2. Water Conservation. The following restrictions shall apply to all Units and water use within the Neighborhood Area:

(a) Water conserving devices, fixtures, and appliances shall be used in all residences constructed on Units.

(b) Private irrigation wells may be permitted on a Unit except as otherwise restricted by the PRC or MRC (as applicable), so long as they are permitted by the Development Approvals and applicable law (as amended from time to time).

(c) Water flows and distribution systems for landscape irrigation on each Unit shall be managed using rain sensors, soil moisture sensors, or other smart irrigation technology in addition to meeting the requirements listed in Section 3 below.

(d) No invasive exotic plant species, as defined in the most current edition of the Florida Exotic Pest Plant Council's "List of Invasive Plant Species", shall be planted within any Unit.

(e) For in-ground irrigation systems, turf grass and landscaped bed areas shall be irrigated by different zones of the irrigation system to avoid over-watering native or drought-tolerant vegetation when irrigating turf zone(s).

(f) Root balls of plants, shrubs or trees located adjacent to any building foundation on a Unit shall be located at least two and one-half (2.5) feet on center from such foundation.

(g) Plants, shrubs and trees used on each Unit shall be shall be compatible with site-specific conditions such as sunlight, soil types, and salinity; and grouped based on similar moisture and maintenance requirements.

(h) Irrigation systems installed on a Unit shall be maintained free from leaks and irrigation heads shall be spaced to not exceed 50% of the nozzle throw diameter. Irrigation areas less than four (4) feet wide shall be irrigated with correctly designed and installed micro-irrigation systems. Irrigation heads and emitters shall be located not less than two (2) feet from any structure. Irrigation water shall be applied in spray patterns minimizing overspray on buildings and impervious surfaces. Each irrigation system installed within a Unit shall be equipped and maintained with an automatic controller which is rain shut-off capable. Owners

selling a Unit shall provide the purchaser with a controller handbook and irrigation system operating instructions.

(i) Irrigation of sod and landscaping on a Unit shall not exceed twenty-one (21) gallons (thirty-four (34) inches) per square foot annually and the controller shall be set in compliance with all applicable water restrictions imposed by any governmental authority.

(j) Non-potable water may be used for irrigation within the Neighborhood Area except as otherwise restricted by the PRC or MRC (as applicable) so long as it is permitted by the Development Approvals and applicable law (as amended from time to time).

Section 3. Landscaping. Landscaping on any portion of the Neighborhood Area and stormwater drainage and retention features located on and serving only a Unit (and not a part of the Neighborhood Drainage System) shall be continuously maintained in good, aesthetically pleasing condition by the Owner thereof consistent with the Neighborhood-Wide Standard and any landscape design criteria for the Neighborhood Area as may be promulgated and amended by the PRC and MRC, as applicable, from time to time. To the extent of any conflict between maintenance standards promulgated by the PRC or MRC, as applicable, and the Neighborhood-Wide Standard, then the priority of the standards shall be (i) Neighborhood-Wide Standard and (ii) the PRC or MRC standard, as applicable, in that order. Neighborhood Declarant hereby specifically provides that any landscape design criteria may be amended by the PRC from time to time, in whole or in part, without necessity of recording same in the Public Records, and that such amendment shall be effective from and on the date of posting on the Neighborhood Area. The MRC shall adhere to the landscape design criteria as promulgated by the PRC. The MRC may modify the landscape design criteria only after receipt of the minimum approving vote of the Owners required to amend this Neighborhood Declaration. Neither this Section 3 of Article VI nor the landscape design criteria for the Neighborhood Area shall prohibit or be construed to prohibit "xeriscape" or "Florida-friendly" landscaping on any Unit. TREES AND SHRUBS SHALL NOT BE PLANTED ON ANY UNIT WITHIN A DRAINAGE EASEMENT SHOWN ON ANY PLAT OF THE NEIGHBORHOOD AREA UNLESS APPROVED IN WRITING IN ADVANCE INITIALLY BY THE PRC OR THE MRC, AS THE CASE MAY BE. THE OWNER ASSUMES ALL RISK OF DAMAGE OR DESTRUCTION OF ALL SUCH LANDSCAPING THE OWNER MAY PLANT WITHIN A DRAINAGE EASEMENT OR OTHER AREA OF COMMON RESPONSIBILITY WHICH DAMAGE MAY BE CAUSED BY THE NEIGHBORHOOD ASSOCIATION OR ITS AGENTS WHILE PERFORMING REQUIRED MAINTENANCE WITHIN THE PLANTED AREA. THE OWNER SHALL BE SOLELY RESPONSIBLE TO REPLACE SUCH LANDSCAPING IN SUCH EVENT.

Section 4. Florida Friendly Landscaping. Each Owner shall follow best management practices cited by the University of Florida in the Institute of Food and Agricultural Sciences' "A Guide to Florida-Friendly Landscaping" for landscape installation, irrigation, and fertilizer and pesticide applications upon the Owner's Unit, as the same may be updated or revised from time to time. Initial best management practices which each Owner shall follow include:

(a) Design and maintain landscape in a manner which minimizes required fertilizer

applications and fertilizer impacts to the environment.

- (b) Use preferred plant materials as described in Institute of Food and Agricultural Sciences' "A Guide to Florida-Friendly Landscaping".
- (c) Use appropriate types of fertilizer to avoid the release of excess nutrients.
- (d) Apply fertilizers and pesticides with no greater rate or frequency than is recommended and permitted per the manufacturer's instructions and applicable law.
- (e) Water on schedules which properly irrigate the Unit's landscaping without over-watering any particular part of such landscaping.
- (f) Properly design and maintain drainage control systems, such as swales and slopes, to maintain positive drainage.
- (g) Use only recycled organic mulch and apply it to landscaped areas to a depth of two (2) to four (4) inches, leaving a two (2) inch space around the base of plant. Cypress mulch shall not be used.

Section 5. Florida Yards and Neighborhoods Checklist. Each Owner is encouraged to follow the University of Florida's "Florida Yards and Neighborhoods Recognition Checklist" (January 2007 version), as the same may be updated or revised from time to time, or other comparable landscape standard as determined by the PRC, as the applicable landscape standard for use within the Neighborhood Area.

Section 6. Exotic Plants Prohibited. Within the Neighborhood Area, plants listed on the most current edition of the Florida Exotic Pest Plant Council's "List of Invasive Plant Species" are prohibited for use and cannot be used as landscape material.

Section 7. Continuing Landscaping Education. The Board of Directors shall use diligent effort to keep Owners informed as to applicable landscape standards and best management practices for Units within the Neighborhood Area, including, but not limited to, providing Owners of Units sold on the re-sale market with copies of the applicable landscaping standards in appropriate form and a world wide web address where additional information concerning the environmentally friendly use and application of water, fertilizers and pesticides.

Section 8. Integrated Pest Management ("IPM"). The Neighborhood Association and Owners are encouraged to utilize IPM to augment other commercially-accepted pest control methods. IPM may involve the monitoring of sites for pest-related problems, determining when a problem needs attention and taking appropriate action with the least amount of environmental impact. IPM will maximize the use of biological controls, organic pest control methods, insecticidal soaps, and fish oils beneficial for lowering the environmental impact of pest control.

Section 9. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other

types of vehicles shall be allowed to remain on any portion of the Neighborhood Area for a continuous period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage and not visible from the road or any portion of the Neighborhood Area or surrounding properties.

Section 10. Storage. Unless specifically approved by the PRC or MRC, as the case may be, no materials, supplies or equipment (except during the construction of improvements) shall be stored on any portion of the Neighborhood Area, except inside a residence and the garage. Except as otherwise may be permitted by the PRC or MRC, as applicable, no storage buildings or sheds are permitted on any Unit. The foregoing provisions shall not apply to the Neighborhood Declarant. Authorized Builders may be granted a variance from the restrictions otherwise stated in this section by either the Neighborhood Declarant or the PRC or MRC, as applicable, for the period of construction.

Section 11. Roadside Trees. No trees may be planted on any Unit within the area between the sidewalk constructed on such Unit and the road adjacent to such Unit, except as otherwise expressly permitted by the PRC or MRC, as applicable. Additionally, no trees may be planted on any Unit within a utility easement or right of way, except as otherwise expressly permitted by the PRC.

Section 12. Signs. With the exception of one "For Sale" or "For Lease" sign per Unit, which sign must be in compliance with the design established by the PRC or the MRC, as the case may be, and one political sign per Unit not to exceed the size established by the PRC or MRC, as the case may be, no sign of any kind shall be erected on any portion of the Neighborhood Area without the prior written consent of the PRC or MRC, as the case may be. Such restriction on signage shall not apply to the Neighborhood Declarant and Authorized Builders as long as the Neighborhood Declarant or an Authorized Builder, as the case may be, owns property within the Neighborhood Area. Additionally, the PRC or the MRC, as the case may be, may establish reasonable guidelines from time to time regulating the aesthetic appearance of any signage and the time period for which such signage may be erected within the Neighborhood Area.

Section 13. Parking and Garages. Each Owner and other residents residing at the Owner's Unit shall park only in the garage or in the driveway serving the Unit owned by such Owner. Any guests or invitees (including service contractors) to a Unit must also park in the garage or the driveway serving the Unit or, if parking in such garage or driveway is not available, then parking by such guests or invitees is allowed in any permitted parking spaces or designated parking areas in the Common Area that may exist, as may be directed by the Board of Directors, or on Common Area private roads within the Neighborhood Area, but only to the extent permitted under this Neighborhood Declaration and any applicable rules and regulations adopted by the Board of Directors, in which case parking may or may not be assigned and shall be further subject to such reasonable rules and regulations as the Board of Directors may adopt for the Neighborhood Association. Any parking on Common Area private roads within the Neighborhood Area by guests or invitees to a Unit shall be on an occasional, not unreasonably recurring, basis and limited to (a) parking for occasional parties or similar social gatherings at the Unit and (b) in the case of business invitees, parking only during performance of business

services to the Unit, and in no case shall such parking on private roads within the Neighborhood Area be overnight or block any driveway serving a Unit. Further, no parking of any kind is permitted on yards, medians or sidewalks within the Neighborhood Area. Parking on any public roads within the Neighborhood Area (which are not a part of the Common Area) is subject to the applicable ordinances, codes, or regulations adopted by the City of Fort Pierce or St. Lucie County from time to time.

All commercial vehicles, recreational vehicles, buses, trucks, pick-up trucks (other than stock or reasonably modified pick-up trucks and sport utility vehicles intended for personal or family use, provided no commercial signage, lettering or logo is displayed on the exterior of the vehicles or is otherwise visible from the exterior of the vehicles), vans (other than mini-vans and full-sized vans intended for personal or family use, provided no commercial signage, lettering or logo is displayed on the exterior of the vehicles or is otherwise visible from the exterior of the vehicles), tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage serving the applicable Unit unless otherwise permitted by the Board of Directors. Storage of any of the foregoing in the driveway of a Unit or any road or alley adjacent to such Unit shall not be permitted unless otherwise permitted by the Board of Directors. Notwithstanding anything in the preceding sentence to the contrary, a recreational vehicle, boat and/or boat trailer may be kept within the driveway of a Unit for up to twenty-four (24) hours for cleaning, loading and/or unloading purposes, subject to such guidelines and restrictions as may be adopted by the Board of Directors from time to time with respect thereto.

Except as otherwise expressly permitted by the PRC or MRC as applicable, (i) each Unit shall have at least a two (2) car garage or if permitted by the PRC or MRC (as applicable), a similar space for permanent parking of two (2) cars and (ii) no garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed. Nothing in this section shall be construed to prohibit the parking of any sheriff's office, police department or highway patrol car or van in a driveway of any Unit in the same manner as provided hereinabove for private noncommercial vehicles.

This section shall not apply to construction or similar vehicles or construction trailers which may be parked on a Plat tract (including a road) or a Unit during the construction of a residence on a Unit, but only during such reasonable period of time within which construction of the residence thereon is occurring.

Section 14. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any portion of the Neighborhood Area, with the exception of dogs, cats, or other usual and common domesticated household pets permitted for residential occupancy within the City of Fort Pierce, Florida, which may be kept or permitted in a reasonable number and in compliance with applicable law so as not to create a nuisance as determined by the Neighborhood Association, provided the same are not bred for commercial use or sale. All pets permitted hereunder shall be sheltered inside structures and attended to in a reasonable manner. All pets permitted hereunder must be leashed when outside the exterior

boundaries of any Unit and shall not be permitted to run loose outside the boundaries of any Unit, except such pet, under the supervision of the Owner or Owner's representative, may be unleashed within the Owner's Unit and within any designated dog park enclosure located within the Neighborhood Area which is owned and/or controlled by the Neighborhood Association. No pet or animal shall be "tied out" in a yard or otherwise left unattended in a yard in such a manner which creates a nuisance under Section 15 below. Every person walking a pet shall collect and properly dispose of all animal waste matter created by the pet. Each Owner shall be responsible for all activities of such Owner's pets. A determination by the Board of Directors that a pet is a nuisance or constitutes a danger to residents within the Neighborhood Area shall be conclusive and binding on all parties. When the Board of Directors determines that a pet must be removed from the Neighborhood Area because it constitutes a nuisance or a danger and so notifies the Owner of the Unit in which such pet resides, the pet shall be removed permanently from the Neighborhood Area (including within any Unit) within seventy-two (72) hours of the Owner's receipt of such notice.

Section 15. Nuisance. No portion of the Unit or any other portion of the Neighborhood Area shall be used, or permitted to become, in a state that constitutes a nuisance. Consequently no portion of the Neighborhood Area shall be used, in whole or in part, for the storage of any property or thing that will cause such portion of the Neighborhood Area to appear to be in an unclean, unsightly, unhealthy or unkempt condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon, nor shall any use or practice be allowed upon any portion of the Neighborhood Area that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of persons of ordinary sensibilities, or which shall be a source of material and unreasonable annoyance or discomfort to Owners or their tenants or invitees having ordinary sensibilities, or which materially and unreasonably interferes with the peaceful possession and enjoyment of the Neighborhood Area. No illegal, noxious, or offensive activity shall be carried on or conducted upon any portion of the Neighborhood Area. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall occur only within a garage or other similar walled interior area of the Neighborhood Area and shall not be visible to view. Notwithstanding the foregoing, construction activity which occurs on the Neighborhood Area in accordance with the terms of the Neighborhood Declaration shall not be deemed a nuisance pursuant to this provision. The Board of Directors shall be empowered to determine if any use within the Neighborhood Area constitutes an offensive use or activity that is a nuisance, pursuant to the provisions of this Neighborhood Declaration.

Section 16. Antennas; Satellite Dishes. No exterior television or radio antennas, aerials or satellite dishes of any kind shall be placed, allowed, or maintained upon any portion of the Neighborhood Area, including any Unit, unless it is installed in accordance with the policy statement approved and issued by the Neighborhood Association, as applicable, as the same may be amended from time-to-time, and except to the extent permitted by applicable law (including, but not limited to, the Federal Telecommunications Act of 1996). The Neighborhood Association, whichever the case may be, shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations, provided same are not in violation of

applicable law, concerning the size, location of, and safety restrictions pertaining to, the installation of such signal reception equipment. To the extent permitted by applicable law, satellite dishes shall be required to be hidden from view from adjacent Units or Common Area through location and landscaping techniques. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. Notwithstanding any provisions to the contrary above, only antennae, aerials and satellite dishes which are designed to receive signals shall be permitted (i.e. no antennae and satellite dishes which broadcast a signal shall be permitted) on a Unit.

Section 17. Clotheslines, Garbage Cans, Yard Waste, Storage Containers and External Equipment. All clotheslines, garbage cans, storage containers, air-conditioning compressors, pool pumps and other similar items of external equipment together with containers for household waste, yard waste and recyclables, shall be screened by vegetation, masonry walls or enclosures approved by the PRC or MRC, as applicable, so as to be concealed from view from the road on which such Unit faces. Owners shall not place any garbage cans out at the end of their driveways for pick-up more than twenty-four (24) hours ahead of the scheduled pick-up dates. All yard waste associated with a Unit shall be picked up and removed therefrom within seven (7) days of it being accumulated and placed at the end of a Unit's driveway or on a portion of a Unit adjacent to the road right of way unless otherwise permitted by the Board of Directors for the Neighborhood Association for extenuating circumstances beyond an Owner's control, including without limitation, labor strikes, hurricanes, or other acts of God.

Section 18. Swimming Pools. Except as may otherwise be specifically approved by the PRC or the MRC, as applicable, no above ground swimming pools shall be erected, constructed or installed on any portion of the Neighborhood Area unless such structure is located within the residence constructed on a Unit.

Section 19. Tents, Trailers and Temporary Structures. Owners or occupants shall not place upon any portion of the Neighborhood Area any tent or trailer or any structure of a temporary nature without obtaining the prior written approval from the Board of Directors. Provided, however, notwithstanding anything herein to the contrary, an Owner may erect, without the prior approval of the Board of Directors, a tent or inflatable play structure such as a "bounce house" on such Owner's Unit for purposes of a private party or function for a period of time not to exceed forty-eight (48) hours, provided such right to erect a tent or inflatable play structure may not be exercised more than twice during each calendar quarter.

Section 20. Drainage. All storm water from any portion of the Neighborhood Area shall only drain into or onto contiguous or adjacent road rights-of-way, swales, drainage easements, retention areas, Common Area or Areas of Common Responsibility in the manner approved by the owner and/or operator of the Neighborhood Drainage System. No Owner (other than the Neighborhood Declarant) shall be permitted to alter the grade of or original drainage plan for any portion of the Neighborhood Area, or change the direction of, obstruct, alter or retard the flow of surface water drainage, or erect, place or maintain any structure which shall in any way obstruct drainage devices or facilities or impede their efficient operation unless approved by either the Neighborhood Declarant or PRC or MRC as applicable. Without limiting the generality of the preceding sentence, to the extent any drainage swale or swales or portions

thereof have been constructed or developed on any Unit as part of the Neighborhood Drainage System, for the purpose of managing and containing the flow of stormwater, the Owner of such Unit shall be responsible for the maintenance, operation and repair of such swale or swales or portions thereof on the Owner's Unit. For purposes of the preceding sentence, the term "maintenance, operation and repair" shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management functions as permitted by the South Florida Water Management District. Filling, excavation, construction of fences or other activities that otherwise obstruct the flow of stormwater in swales is prohibited. No alteration of any drainage swale shall be authorized unless expressly permitted by either the Neighborhood Declarant or the PRC or MRC, as applicable, and any and all necessary approvals and permits have been acquired by the South Florida Water Management District, as applicable. Any damage to any drainage swale, whether occasioned by natural or man-made cause, shall be repaired and the drainage swale returned to its former condition by the Owner or Owners of the Unit on which the swale is located. If an Owner fails to maintain a drainage swale on his or her Unit, or fails to repair any damage thereto, in the manner required under this Neighborhood Declaration, the Neighborhood Association shall have the right, but not the obligation, to do so at such Owner's expense as an Individual Assessment in the manner set forth in Article IV, Section 2, of this Neighborhood Declaration. No modification to the Neighborhood Drainage System shall be made without the prior written approval of the owner and operator of the Neighborhood Drainage System. No Person shall alter the drainage flow of the Neighborhood Drainage System, including buffer areas or swales, without the prior written approval of either the Neighborhood Declarant or the PRC or MRC, as applicable and any and all necessary approvals and permits have been acquired by the South Florida Water Management District, as applicable. The discharge of any liquid or solid waste, including, but not limited to, pool/spa water, into the stormwater ponds, swales, drains or any other facility designed to direct drainage into the Neighborhood Drainage System shall be specifically prohibited unless otherwise initially approved by the PRC or the MRC as applicable.

Section 21. Lakes, Ponds, Retention and Other Water Areas; Hedging and Landscaping. Units shall not have riparian rights to access or use lakes, ponds, retention and other water areas. Access to and use of lakes, ponds, retention and other water areas within the Neighborhood Area shall be governed and controlled by the Neighborhood Association. This shall not be deemed to imply that any Owners will have access to or rights to use lakes, ponds, retention or other water areas within the Neighborhood Area. Private docks and other structures or improvements within lakes, ponds, retention and other water areas within the Neighborhood Area are not permitted. No Owner shall place or erect any statue, artwork, sculpture, figure, yard ornament or decoration of any type or material on any portion of the Neighborhood Area which borders any lake, pond, retention or other water area. On those portions of Units bordering lakes, ponds, retention and other water areas, Owners may install landscaping that does not materially obstruct the view of other Units and which is expressly approved by the PRC or the MRC, as the case may be. The determination as to whether a Unit's requested landscaping "materially obstructs" the view of a Unit shall be determined by the PRC or the MRC, as the case may be, in its sole and absolute discretion. The Neighborhood Association may establish rules and regulations relevant to access and use of any lakes, ponds, retention and other water areas within the Neighborhood Area for the limited purposes of fishing and the use of lake slopes, provided no access or use of those areas shall interfere with the operation and/or maintenance

Neighborhood Drainage System. To the extent the rules and regulations of the Neighborhood Association allow access to or use of lakes, ponds, retention or other water areas, such use shall be at the risk of the Person undertaking such activity, and there shall be no obligation by the Neighborhood Declarant or any other party to provide supervisory personnel or lifeguards. At such time as Neighborhood Declarant no longer owns any property which is subject to this Neighborhood Declaration or which can be annexed to the Neighborhood Area, or at such earlier time as Neighborhood Declarant in its sole discretion may determine, the rights reserved to Neighborhood Declarant in this section, if any, shall become rights of the Neighborhood Association, to be exercised by its Board of Directors. **BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATER BODIES MAY VARY. THERE IS NO GUARANTEE BY NEIGHBORHOOD DECLARANT OR THE NEIGHBORHOOD ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME.**

Section 22. Walls, Fences and Mailboxes. No fences or walls are permitted anywhere in the Neighborhood Area unless approved in advance in writing by the PRC or MRC, as the case may be, and constructed in strict accordance with fence guidelines approved and issued by the PRC or MRC, as applicable. Any fence permitted in the Neighborhood Area must be constructed in a manner and according to specifications approved by the PRC or the MRC as applicable. Units located adjacent to a lake or other water area shall only be permitted to install fencing on such Unit constructed of aluminum material, and as further approved by the PRC or the MRC as applicable. No mailbox of any kind shall be erected on any portion of the Neighborhood Area other than, and except for, cluster and central mailbox systems, unless otherwise approved by the United States Postal Service and the PRC or MRC, as the case may be, and two-thirds (2/3) of the Owners then qualifying to vote for the Neighborhood Association approve the installation of individual mailboxes.

Section 23. No Alteration without PRC or MRC Approval. No alteration of the Unit is permitted, nor are aluminum porches, additions or appendages to or repainting of the improvements approved by the PRC or the MRC for the Unit allowed, without the prior written approval of the PRC or the MRC, as applicable.

Section 24. Motorized Vehicles. Motorized vehicles (including, without limitation, golf carts and motorized scooters) may be used on the private roads or the sidewalks, or pathways within the Common Area except as may be specifically prohibited for use by such motorized vehicles pursuant to this Neighborhood Declaration or subsequent rules or regulations adopted by the Board of Directors on behalf of the Neighborhood Association. Notwithstanding the foregoing, golf cart use on any Common Area private road, sidewalk, or pathway intended by the Neighborhood Declarant to be a multi-use facility allowing such use (if any), shall not be prohibited by the Neighborhood Association without the express written consent of the Neighborhood Declarant as long as Neighborhood Declarant owns any real property which is subject to this Neighborhood Declaration or which under the terms of this Neighborhood Declaration could be annexed into the Neighborhood Area. Use of such motorized vehicles on public roads within the Neighborhood Area (which are not a part of the Common Area) shall be subject to applicable ordinances, codes, and regulations adopted by the City of Fort Pierce or St.

Lucie County from time to time. **Any permitted use of motorized vehicles within the Neighborhood Area shall be at the sole risk of the operator thereof and, to the fullest extent permitted by applicable law, no action shall be asserted or commenced against the Neighborhood Association, the Board of Directors, or the Neighborhood Declarant by or on behalf of such motorized vehicle operator in relation to personal injury or property damage resulting from such use. Each Owner who uses a motorized vehicle, or permits the same to be used by his family, guests, invitees, tenants or agents, by acceptance of a deed conveying a Unit to such Owner, thereby agrees to indemnify the Neighborhood Association, the Board of Directors, and the Neighborhood Declarant from any claim, loss damage, cost or expense resulting from use of any motorized vehicle by the Owner, his family, guests, invitees, tenants and agents to the fullest extent permitted by applicable law.**

Section 25. Telecommunications System. Each Unit shall be wired for cable television and telecommunication services at the time of initial construction in accordance with planning design criteria promulgated by the PRC from time to time. As provided in the Articles of Incorporation, the Neighborhood Association has the right, but not the obligation, to enter into a bulk cable television or communications agreement for the providing of such service to the Units and the Common Area.

Section 26. Development Approvals. Each Owner shall comply, at its expense, with the requirements of the Development Approvals as they relate to the Unit owned by it, and each Owner shall otherwise cooperate with the Neighborhood Declarant and the Neighborhood Association in their efforts to comply with the provisions of the Development Approvals.

Section 27. Occupants Bound. All provisions of the Neighborhood Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, shall also apply to all occupants of any portion of the Neighborhood Area.

Section 28. Subdivision of Portion of the Neighborhood Area. As long as Neighborhood Declarant owns any real property which is subject to this Neighborhood Declaration or which under the terms of this Neighborhood Declaration could be annexed into the Neighborhood Area, no portion of the Neighborhood Area shall be platted, replatted, subdivided or its boundary lines changed, nor shall any portion of a Unit, less than the whole thereof, be sold, conveyed or transferred except with the prior written approval of the Neighborhood Declarant, which approval may be granted or withheld in the sole discretion of Neighborhood Declarant. Thereafter, no portion of the Neighborhood Area shall be platted, replatted, subdivided or its boundary lines changed, nor shall any portion of a Unit, less than the whole thereof, be sold, conveyed or transferred except with the prior written approval of the Neighborhood Association. Any such subdivision, boundary line change, platting or replatting shall comply in all respects with applicable subdivision and zoning regulations, and the Development Approvals. Neighborhood Declarant, however, hereby expressly reserves the right to plat, replat, subdivide or change the boundary lines of any portion of the Neighborhood Area owned by the Neighborhood Declarant and the right to sell, convey or transfer any portion of a Unit less than the whole thereof, without notice to or the approval or consent of any Person being required.

Section 29. Garage Sales. No garage or yard sales of any kind shall be conducted, nor shall any signage related to any garage or yard sales be erected, in any manner within the Neighborhood Area except as specifically provided by rules and regulations promulgated by the Neighborhood Association, which rules and regulations shall address the location, frequency, scope, hours, placement of signs and all other matters relating to garage or yard sales and signage or advertising thereof.

Section 30. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, rocks or other landscape devices, shall be placed or maintained on the exterior portion of any Unit, unless initially approved by the PRC or MRC, as applicable.

Section 31. Casualty Destruction to Improvements. In the event that a Unit is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvements and diligently continue such rebuilding or repairing until completion, or properly clear the damaged improvements and rebuild the same as approved by the PRC or the MRC, as applicable. As to any such reconstruction of damaged or destroyed improvements, the same shall only be replaced as approved by the PRC or the MRC, as applicable.

Section 32. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of any Unit without the prior written approval of the PRC or the MRC, as applicable. This section shall not apply to the temporary display of residential decorations celebrating customary holidays; provided, however, that such displays shall be subject to specific rules, requirements and limitations from time to time promulgated by the Neighborhood Association in its discretion. This section does not prohibit and shall not be construed to prohibit the display of one United States flag by an Owner, provided such flag is flown in a respectful manner in accordance with applicable federal law and in accordance with any rules and regulations with respect to the display of flags adopted by the Neighborhood Association.

Section 33. Hurricane Shutters. Any hurricane shutters, security shutters or other protective devices visible from outside a Unit shall be of a type as approved by the PRC or the MRC, as applicable. Panel, accordion and roll-up style hurricane shutters and security shutters may only be installed on a Unit and utilized strictly in accordance with requirements set forth in the applicable policy statement approved and issued by the PRC or the MRC, as applicable, as the same may be amended from time to time.

Section 34. Visibility on Corners. Notwithstanding anything to the contrary in this Article VI, no obstruction to visibility at road intersections shall be permitted and such visibility clearances shall be maintained as required by the PRC or the MRC, as applicable, and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Unit where such obstruction would create a traffic hazard pursuant to applicable governmental requirements, and each Owner shall maintain

landscaping located on such Owner's Unit in a manner which maintains visibility at road intersections in accordance with applicable governmental requirements.

Section 35. Conservation and Preservation Areas. The Neighborhood Area may contain or be adjacent to Conservation and Preservation Areas (as defined in Article I, Section 11 of this Neighborhood Declaration). Except as otherwise expressly permitted herein within specifically designated areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect or alter the same. Such areas are to be maintained by the Neighborhood Association in their natural state. No Owner shall have the right, under any circumstances, to disturb or alter such areas.

Section 36. Natural Resource Land Management Practices. **EACH OWNER IS HEREBY NOTIFIED THAT THE NEIGHBORHOOD AREA AND EACH UNIT THEREIN IS LOCATED NEAR ONE OR MORE CONSERVATION AREAS, AND THAT THESE AREAS ARE MANAGED IN ACCORDANCE WITH A VARIETY OF NATURAL RESOURCE LAND MANAGEMENT PRACTICES, WHICH MAY INCLUDE PRESCRIBED FIRE. PRESCRIBED FIRE IS AN IMPORTANT MANAGEMENT TOOL REQUIRING PERIODIC BURNING OF MANAGED AREAS TO MIMIC THE NATURAL FIRE CYCLE THEREBY PREVENTING THE BUILDUP OF FUELS CONDUCTIVE TO UNCONTROLLED FIRES, CONTROLLING INVASIVE VEGETATION AND MAINTAINING NATIVE HABITAT. DURING SUCH PRESCRIBED FIRE EVENTS, UNITS MAY BE AFFECTED BY SMOKE, ODOR, AIR BOURNE IRRITANTS AND ACCUMULATIONS OF ASH.**

Section 37. Window Treatments. Window treatments within a Unit shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding thirty (30) days after an Owner or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. No awnings, canopies or decorative shutters shall be affixed to the exterior of a Unit without the prior written approval of the PRC or the MRC, as applicable. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the PRC or the MRC, as applicable.

Section 38. Landscaping in Common Area. No trees, hedges, landscaping or yard ornament or decoration of any type or material whatsoever may be planted or installed on any portion of the Area of Common Responsibility or in any Conservation and Preservation Areas by any Owner or other occupant of the Neighborhood Area. The preceding sentence shall not affect or be construed to affect or diminish the obligation of each Owner (i) to maintain any road right-of-way between such Owner's Unit and the road pavement within such right-of-way as set forth in Section 2 of Article IV hereinabove, and (ii) to maintain the portion of the water area located between such Owner's Unit and the ordinary high water line of any such applicable area as set forth in Section 2 of Article IV hereinabove.

Section 39. Residential Use Only. Except as used by the Neighborhood Declarant or an Authorized Builder who owns or leases a Unit solely in connection with the sale and marketing of such Authorized Builder's product line in the Neighborhood Area or the

Properties in general, each Unit shall be used for residential purposes only; provided (subject to Section 42 hereinbelow) that occupations carried on in a Unit are permitted only if such use is incidental to that Unit's primary residential use; provided further that the Owners who pursue such incidental occupational use of their Unit shall have no employees, customers or clients at the Unit, unless permitted by local zoning regulations and/or state or federal governmental regulations, and shall obtain prior approval from all applicable governmental authorities having jurisdiction over the use of the Unit. Specifically, an Authorized Builder who owns or leases a Unit may use such Unit as a model/sales home for purposes of marketing such Authorized Builder's product line for sale within the Neighborhood Area or the Properties in general.

Section 40. Entry Gate Operation for Authorized Builder Access. So long as there is a staffed model residence operated by an Authorized Builder within the Neighborhood Area and residences under construction (but in no event after six (6) months after a certificate of occupancy is issued for the final residence in the Neighborhood Area), access to the Neighborhood Area through entry gates by an Authorized Builder and its contractors, agents, brokers and prospective purchasers shall not be unreasonably restricted during normal and reasonable model sales hours, typically 10 AM until 6 PM, seven (7) days per week. After such time, the Board of Directors may determine the dates and times that access through entry gates may be restricted, if at all, provided that such operation of the entry gates does not interfere with the reserved construction, sales, and marketing rights of the Neighborhood Declarant or any Authorized Builder in Article IX, Section 10 of this Neighborhood Declaration without their respective written consent.

Section 41. Prohibited Uses. No commercial, industrial, recreational or professional activity not permitted by the present zoning or other applicable laws or ordinances for the Neighborhood Area, this Neighborhood Declaration, or the Development Approvals, shall be pursued on any Unit, at any time. If zoning regulations or the Development Approvals change or are otherwise amended after the effective date of this Neighborhood Declaration to expand the scope of activities that Owners may pursue lawfully within the Unit, an Owner may apply to the Board of Directors for approval to commence the permitted use of the Owner's Unit. Each application shall be considered by the Board of Directors on an individual basis. Once the Board of Directors has given its approval to a particular use of a Unit, it may not revoke the approval as long as the Owner of the Unit and the nature and scope of the approved use remains unchanged. No Owner shall permit his Unit to be used or occupied for any prohibited purpose.

Section 42. Disputes as to Use. If there is any dispute as to whether the use of any portion of the Neighborhood Area complies with this Neighborhood Declaration, such dispute shall, prior to the expiration of the Class "B" Control Period, be decided by Neighborhood Declarant, and thereafter by the Neighborhood Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

Section 43. Enforcement. In the event of the violation of or the failure to comply with the requirements of this Article, and the failure of the Owner of the affected Unit within the Neighborhood Area within fourteen (14) days following written notice by the Neighborhood Association of such violation or non-compliance and the nature thereof, to cure or remedy such

violation, then the Neighborhood Association or its duly appointed employees, agents or contractors, shall have the right, but not the obligation, and an easement and license to enter upon the affected Unit, without being guilty of any trespass therefor, for the purpose of curing or eliminating such violation, all at the sole expense of the Owner thereof. Such costs and expenses, together with an overhead expense to the Neighborhood Association of fifteen percent (15%) of the total amount thereof shall be payable by the Owner of the affected Unit to the Neighborhood Association within ten (10) days after written notice to the Owner of the amount thereof, which amount shall become and be treated in the same manner as an Individual Assessment levied against the affected Unit within the Neighborhood Area. The Neighborhood Association may place a lien upon the affected Unit to recover such costs and expenses, as provided in Article VIII hereof, and the Neighborhood Association may seek all other legal and equitable remedies available to it. The Neighborhood Association shall also have the right to levy fines against an Owner for the violation of or the failure to comply with the requirements of this Article, or exercise any other remedy available at law, as more particularly set forth in the Neighborhood Declaration.

ARTICLE VII Annexation of Additional Property

Section 1. Annexation. As the owner thereof, or if not the owner, with the consent of the owner thereof, Neighborhood Declarant shall have the unilateral right, privilege, and option, from time to time at any time, subject to any required approval by the Department of Housing and Urban Development and the Veterans Administration or any other applicable governmental entity, to annex to the Neighborhood Area any additional property (i) which is either abutting the Neighborhood Area (including additions thereto), which shall include properties which would abut the Neighborhood Area but for the existence of a road right-of-way, easement or other similar property grant separating it from the Neighborhood Area, or (ii) which is so situated that its addition will be consistent with a uniform scheme of development as determined in the sole discretion of Neighborhood Declarant. This right of annexation by Neighborhood Declarant shall exist until Neighborhood Declarant no longer owns any property within the Neighborhood Area or within the additional property described above which may be the subject of annexation to the Neighborhood Area. Such annexation shall be accomplished by filing in the Public Records of St. Lucie County, Florida, an Annexation Agreement annexing such property so as to become part of the Neighborhood Area and Exhibit "A", thereby submitting same to the terms of the Neighborhood Declaration. Any such annexation shall be effective upon the filing for record of such Annexation Agreement in the Public Records of St. Lucie County, Florida, unless otherwise provided therein. Neighborhood Declarant shall have the unilateral right to transfer to any other Person said right, privilege, and option to annex additional property described herein reserved to Neighborhood Declarant, provided that such transferee or assignee shall be the owner of at least a portion of the Neighborhood Area or the additional property which may be the subject of annexation to the Neighborhood Area, and that such transfer is memorialized in a written, recorded instrument executed by Neighborhood Declarant. Nothing herein shall obligate Neighborhood Declarant to annex additional real property into the Neighborhood Area, nor to continue with annexation, if and when it may be commenced.

Section 2. Residential Neighborhood. The Neighborhood Area and any additional property annexed by an Annexation Agreement as provided herein (thereby becoming part of the Neighborhood Area), shall be a part of the Neighborhood Area. The Units within the Neighborhood Area shall be used for single family residential purposes unless otherwise specifically provided in this Neighborhood Declaration, any Supplemental Declaration or other declaration of covenants, conditions, easements, reservations and restrictions pertaining to property within the Neighborhood Area and such alternative use is also permitted by the Development Approvals.

Section 3. Amendment of Article VII. This Article VII shall not be amended without the written consent of Neighborhood Declarant as long as Neighborhood Declarant owns any real property which is subject to this Neighborhood Declaration or which under the terms of this Neighborhood Declaration could be annexed into the Neighborhood Area.

ARTICLE VIII Assessments

Section 1. Creation of Assessments. There are hereby created Assessments for Common Expenses as may from time to time specifically be authorized by the Neighborhood Association to be commenced at the time and in the manner set forth in Section 6 of this Article. Except as may otherwise be provided in Article VIII, Section 3 or Section 4, Assessments shall be levied on all Units according to the following formula:

- (a) Assignment of Points. Each Unit shall be allocated one (1) point.
- (b) Computation of Assessments.

The percentage of the total Regular Assessment to be levied on a particular Unit shall be computed by dividing the total points assigned to that Unit subject to the Regular Assessment by the total points for all Units in the Neighborhood Area subject to the Regular Assessment. The percentage of the total Regular Assessment for each Unit subject to the Regular Assessment shall be computed annually by the Neighborhood Association. The Neighborhood Association may base such calculation upon a reasonable estimate by the Board of Directors of the number of Units that will be added to the Neighborhood Area during the applicable fiscal year. The Regular Assessment for a Unit shall be set by and based upon an annual budget adopted by the Board of Directors (as it may be amended from time to time). Upon annexation of additional property into the Neighborhood Area, the Assessment amount per Unit shall remain unchanged for the fiscal year in which the annexation occurs and shall be prorated based upon the date of annexation for the additional property being annexed. In the immediately following fiscal year of the Neighborhood Association, Regular Assessments shall be recomputed by the Board of Directors with the additional annexed property being included in the calculation.

Special Assessments shall be levied as provided in Section 3 or Section 4 of this Article VIII. Each Owner, by acceptance of a deed or recorded contract for deed to any portion of the Neighborhood Area, is deemed to covenant and agree to pay these Assessments.

All Assessments, together with interest at a rate not to exceed the highest rate allowed by Florida law as computed from the date the delinquency first occurs, penalties and late charges permitted under Chapter 720, Florida Statutes, from time to time, processing or other fees, costs, expenses and reasonable attorneys' and paralegals' fees, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each Assessment is made. In the event the Neighborhood Association incurs any bank service charge or fee as a result of depositing a worthless or otherwise uncollectible check issued to the Neighborhood Association for the payment of any Assessment or other sum due to the Neighborhood Association, the issuer of such worthless or otherwise uncollectible check shall reimburse the Neighborhood Association for such bank service charge or fee incurred, together with an administrative processing fee in such amount as determined by the Board of Directors.

All Assessments, together with interest, permissible penalties and late charges, processing or other fees, costs, expenses, and reasonable attorneys' and paralegals' fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the Assessment arose, and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except as otherwise provided in Section 7 of this Article VIII with respect to any first Mortgagee who obtains title to a Unit pursuant to the foreclosure of a first Mortgage or pursuant to a deed in lieu of foreclosure of a first Mortgage.

The Neighborhood Association shall within ten business (10) days, upon demand at any time, furnish to any Person authorized to make such request an estoppel certificate in a form and containing a content as required by Section 720.30851, Florida Statutes, as renumbered or amended from time to time. Such certificate shall be conclusive evidence of payment to the Neighborhood Association of such Assessment therein stated to have been paid. The Neighborhood Association may require the advance payment of a reasonable processing fee for the issuance of such certificate, with the amount of such fee established by the Board of Directors from time to time and subject to the provisions of Section 720.30851, Florida Statutes, as renumbered or amended from time to time.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration of the entire Assessment in the event of delinquent payments, including without limitation in the case of the Regular Assessment, acceleration of payment of the Regular Assessment for the entire fiscal year, and acceleration of payment of the full amount of any Special Assessment. The Board of Directors may, in its sole discretion, grant an option for the Regular Assessment to be paid in installments rather than annually in advance, subject to an additional processing fee and interest being due if such option is elected. Unless the Board of Directors otherwise provides, the Regular Assessment shall be paid annually.

No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein by non-use of the Common Area or abandonment of the Unit against which the Assessments are made. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of an Assessment or set-off against an Assessment shall be claimed or allowed by reason of any alleged failure of

the Neighborhood Association to take some action or perform some function required to be taken or performed by the Neighborhood Association under this Neighborhood Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Neighborhood Association, or from any action taken to comply with any law, ordinance, order or directive of any municipal or other governmental authority.

During the Class B Control Period, Neighborhood Declarant may elect, in lieu of paying Assessments on its unsold Units, to pay the difference between the amount of Assessments levied on all Units subject to Assessment (except Neighborhood Declarant's unsold Units) and the amount of actual expenditures required during the fiscal year by the Neighborhood Association. However, Neighborhood Declarant may exclude from such amount the portion of any reserves which would otherwise be attributable to Units owned by the Neighborhood Declarant. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. Such services or materials may be furnished by any party designated by Neighborhood Declarant and the value of such services shall be established by Neighborhood Declarant or by a written statement of the service or material provider.

The Neighborhood Association is specifically authorized to enter into subsidy contracts or contracts for "in-kind" contribution of services or materials or a combination of services and materials with Neighborhood Declarant or other entities for the payment of some portion of the Common Expenses.

Section 2. Adoption of Budget. It shall be the duty of the Board of Directors, in its sole and absolute discretion, to prepare and adopt an annual budget for the Neighborhood Association and to levy Assessments pursuant to such budget. The budget may, but is not required to, include a capital contribution establishing a reserve fund taking into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of each asset, subject to applicable approval requirements in Section 720.303(6), Florida Statutes as amended or renumbered from time to time. The Board of Directors shall set the capital contribution, if any, in an amount sufficient to permit the Neighborhood Association to meet the projected capital needs based upon the useful life of the capital asset in accordance with Section 720.303(6), Florida Statutes, as amended or renumbered from time to time. The Board of Directors shall provide in accordance with the provisions of the Bylaws and applicable law notice of the adoption of the budget and the amount of the Regular Assessment to be levied against each Unit for the following fiscal year, calculated as provided in Section 1 of this Article. Such budget and Regular Assessment shall become effective upon adoption of the budget by the Board of Directors.

Notwithstanding the foregoing, however, in the event the Board of Directors fails for any reason so to adopt the budget for any year, then and until such time as the budget shall have been adopted by the Board of Directors, the budget in effect for the immediately preceding year shall, with an increase of ten percent (10%) or such lower amount as is determined by the Board of Directors, continue for the current year.

In the event that the Board of Directors shall determine during any fiscal year that

the Regular Assessment established for such fiscal year is or will become inadequate or insufficient to meet all Common Expenses and reserve amounts, if any, for such fiscal year for whatever reason, the Board of Directors shall be entitled to immediately determine the approximate amount of the deficiency or inadequacy of the Regular Assessment for such fiscal year, adopt an amendment to the budget to cover such deficiency, and levy supplemental or revised Regular Assessments for such fiscal year, calculated as provided in Section 1 of this Article. Such amendment to the budget and such supplemental or revised Regular Assessments shall become effective upon adoption by the Board of Directors. The Board of Directors shall furnish notice of such amendment to the budget and such supplemental or revised Regular Assessments in the same manner provided in the first paragraph of this Section.

Section 3. Special Assessments. In addition to the Regular Assessments authorized in Section 1 of this Article, the Neighborhood Association may levy and collect a Special Assessment or Special Assessments from time to time for any purpose directly related to the discharge of the Neighborhood Association's duties and obligations pursuant to this Neighborhood Declaration. The obligation to pay Special Assessments shall be computed on the same basis as for Regular Assessments, with the total number of points limited to the number of points assigned to those Units to which the Special Assessment applies. Special Assessments shall be payable in such manner and at such times as determined by the Board of Directors, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board of Directors so determines. If the Neighborhood Declarant is subsidizing the Regular Assessments pursuant to an Assessment guarantee as provided in Section 1 of this Article at the time of such Special Assessment, the Neighborhood Declarant may determine in its discretion whether it desires to subsidize the Special Assessment in the same manner as provided in Section 1, or pay same based on the Units it owns.

After the Neighborhood Association has mailed written notice to an Owner of a Unit at such Owner's last known address, specifying the noncompliance of such Unit with the terms and conditions of the Neighborhood Declaration, the Neighborhood Association may levy and collect a Special Assessment against any Owner individually and against such Owner's Unit to reimburse the Neighborhood Association for costs and expenses incurred in bringing an Owner and his Unit into compliance with the provisions of this Neighborhood Declaration (including without limitation an overhead expense of fifteen percent (15%) of the total costs and expenses payable to the Neighborhood Association).

Section 4. Individual Assessments. After the Neighborhood Association has mailed written notice to an Owner of a Unit at such Owner's last known address, specifying the noncompliance of such Unit with the terms and conditions of the Neighborhood Declaration, the Neighborhood Association, through its Board of Directors as provided below, may levy and collect an Individual Assessment against any Owner individually and against such Owner's Unit to reimburse the Neighborhood Association for costs and expenses incurred in bringing an Owner and his Unit into compliance with the provisions of this Neighborhood Declaration (including without limitation an overhead expense of fifteen percent (15%) of the total costs and expenses payable to the Neighborhood Association). Additionally, an Individual Assessment can be levied by the Board of Directors for those expenses directly related to providing a service or maintenance to one (1) or more Units, whether at the request of the Owner or as an exercise of

the Neighborhood Association's remedy hereunder, and shall also include fines levied per Article VI hereof. The Board of Directors shall have the authority to impose Individual Assessments against Units as necessary to cover all expenses resulting in the need for the Individual Assessment at a duly noticed Board meeting called for such purpose. Individual Assessments are due and payable as set forth by the Board of Directors. If an Individual Assessment is levied upon more than one (1) Unit, then it shall be allocated between or among the applicable Units as the Board directs, absent which they shall be prorated equally. The fact that Individual Assessments are authorized hereby shall not require the Neighborhood Association to provide any particular service (maintenance or otherwise) to any Units.

Section 5. Lien for Assessments/Other Remedies. The Neighborhood Association shall, at any time following the expiration of ten (10) days after the due date of an Assessment, and after proper notice required by Chapter 720, Florida Statutes, as amended or renumbered from time to time, has been delivered, be entitled to cause a claim of lien for such delinquent Assessments to be filed among the Public Records of St. Lucie County, Florida, to the fullest extent permitted under Chapter 720, Florida Statutes, as amended or renumbered from time to time. Any such claim of lien shall, among other things, state and identify the Unit against which the lien is claimed, the name of the Owner of the Unit as provided in the books and records of the Neighborhood Association, and the amount of the lien at the time of filing and such additional items as may be secured by the lien. Such lien may be executed by any officer of the Neighborhood Association or by the management agent or attorney for the Neighborhood Association. A copy of the claim of lien shall be furnished to the Owner against whose property the lien is filed. The payment of all Assessments established, made, levied and imposed by the Neighborhood Association pursuant to this Neighborhood Declaration, as well as any Assessments which may become due on or after the recordation of such lien, together with interest, processing or other fees, permissible penalties and late charges, costs, expenses, and reasonable attorneys, and paralegals, fees associated with the collection thereof (whether suit be brought or not), shall be secured by the lien. Upon recording of a notice or claim of lien on any Unit, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens recorded after the recording of this Neighborhood Declaration in the Public Records of St. Lucie County, Florida, except (i) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (ii) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value (subject to the provisions in Section 7, Article VIII hereinbelow). Such lien of the Neighborhood Association may be enforced by suit, judgment or foreclosure in the same manner mortgage liens are foreclosed.

The Neighborhood Association shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Unit is owned by the Neighborhood Association following foreclosure: (i) no Assessment shall be assessed or levied on it; and (ii) each other Unit shall be charged, in addition to its usual Assessment, its pro rata share, based upon its percentage of total Assessments in Section 1 of this Article, of the Assessment that would have been charged such Unit had it not been acquired by the Neighborhood Association as a result of foreclosure.

As set forth in Article II, Section 3, to the extent that a Unit is occupied by a

tenant at the time an Owner is delinquent in the payment of Assessments, the Neighborhood Association may exercise all rights it may have pursuant to Section 720.3085(8), Florida Statutes, as renumbered or amended from time to time, including without limitation, demanding in writing that the tenant pay the Neighborhood Association the subsequent rental payments until the Owner satisfies all delinquent Assessment obligations for the Unit with the Neighborhood Association.

Suit to recover a money judgment for unpaid Assessments, interest, penalties, processing or other fees, late charges, costs, expenses, and reasonable attorneys and paralegals, fees shall be maintainable without foreclosing or waiving the lien securing the same. If there are multiple Owners of a Unit, each Owner shall be jointly and severally liable for any Assessments made against such Unit. The remedies herein provided for the collection and enforcement of Assessments and the foreclosure of the lien therefor shall be cumulative and not alternative and may be brought separately or simultaneously as separate counts in the same action.

Section 6. Date of Commencement of Assessments. The Assessments provided for herein shall commence as to each Unit on the first day of the first month following (i) the date of conveyance of the first Unit by Neighborhood Declarant, or (ii) the effective date of the first annual budget of the Neighborhood Association, whichever is later. The first Regular Assessment shall be adjusted according to the number of days remaining in the fiscal year at the time Regular Assessments commence as to the Unit.

Section 7. Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, penalties, processing or other, fees, late charges, costs, expenses and reasonable attorneys' and paralegals' fees, shall be subordinate to the lien of any first Mortgage upon any Unit to the extent provided in this Neighborhood Declaration. The sale or transfer of any Unit shall not affect the Assessment lien or the personal liability of the Owner of such Unit for payment of the Assessment. However, the sale or transfer of any Unit pursuant to judicial foreclosure of a first Mortgage, if the Neighborhood Association is named as a defendant therein, shall extinguish the lien of such Assessments (but not the personal liability of the prior Owner or any subsequent Owner who is jointly and severally liable for said unpaid Assessments pursuant to Chapter 720, Florida Statutes, as amended or renumbered from time to time) as to payments which became due prior to such sale or transfer. Notwithstanding anything herein to the contrary, the holder of a first Mortgage who acquires title to a Unit by foreclosure or deed in lieu of foreclosure shall be liable to the Association for the unpaid Common Expenses and Assessments that became due before the Mortgage holder's acquisition of title to the extent provided in Chapter 720, Florida Statutes, or other provisions of the Florida Statutes, as amended or renumbered from time to time. No foreclosure, sale or transfer shall relieve the new Owner of such Unit from the personal obligation or liability for the payment of any Assessments (including the Neighborhood Association's right to file a lien for nonpayment thereof) accruing or becoming due after such sale or transfer.

Section 8. Exempt Property. Notwithstanding anything herein to the contrary, the following property shall be exempt from the payment of Assessments:

- (a) All Common Area under this Neighborhood Declaration;

(b) The Areas of Common Responsibility under this Neighborhood Declaration not within a Unit;

(c) All property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public roads and public parks, if any;

(d) All real property not within a Unit which is part of the Neighborhood Drainage System; and

(e) All parcels identified on any Plat as a "Tract".

Section 9. Non-Uniform Assessments. Common Expenses and Assessments including, without limitation, any unpaid share of Common Expenses or Assessments as provided in Section 1, hereinabove, shall generally be allocated and apportioned by the Board of Directors among the Units within the Neighborhood Area in a uniform manner. Notwithstanding the foregoing, certain Common Expenses may be attributable to different or unique services to be performed by the Neighborhood Association for the benefit of one or more types of Units, areas or phases. The Board of Directors shall determine, in its reasonable discretion and in an equitable manner, which Common Expenses shall be applied in a uniform fashion among all Owners in the Neighborhood Area, and which Common Expenses are specific or unique to the operation and maintenance responsibilities of a particular type of Unit, area or phase, and which may be levied upon and paid by only the Owners of that particular type of Unit or in that particular area or phase without allocation among or contribution by other Owners in the Neighborhood Area. Such allocations or apportionments of Common Expenses by the Board of Directors shall be reflected on the Neighborhood Association budget for each fiscal year, but shall not require the preparation of or separate budgets for any type of Unit, area or phase in the Neighborhood Area except as otherwise determined by the Board of Directors. Provided, however, the Common Expenses and Assessments shall be generally uniform amongst or within each respective type of Unit, area or phase.

Section 10. Exemption for Certain Authorized Builders from Assessments. Neighborhood Declarant may, in its sole and absolute discretion, exempt any Authorized Builder from the obligations to pay Assessments as would otherwise be due hereunder. The Neighborhood Declarant, in its discretion in granting the exemption, may grant such exemption for a period of time or for the entire pendency of the relevant Authorized Builder's ownership of a Unit. Such exemption is not transferable amongst Authorized Builders. No exempted Authorized Builder may be permitted to assign, convey, or otherwise transfer its exemption to any Person, whether through a change of ownership transaction or otherwise; any attempt to do so shall be deemed null and void. Notwithstanding any provision herein to the contrary, any Owner of a Unit who is not an exempted Authorized Builder shall be obligated to pay Assessments as otherwise provided herein.

ARTICLE IX
General Provisions

Section 1. Term. The covenants and restrictions of this Neighborhood Declaration shall run with and bind the Neighborhood Area, and shall inure to the benefit of and shall be enforceable by the Neighborhood Declarant, Neighborhood Association, and Owners, their respective successors and assigns, for a term of forty (40) years from the date this Neighborhood Declaration is recorded in the Public Records of St. Lucie County, Florida, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by two-thirds of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Neighborhood Declaration shall be modified or terminated as specified therein.

Section 2. Easements for Utilities and Other Services. There is hereby reserved unto the Neighborhood Declarant (for so long as the Neighborhood Declarant owns any property subject to this Neighborhood Declaration or which under the terms of this Neighborhood Declaration could be annexed into the Neighborhood Area) and Neighborhood Association and their designees (which may include, without limitation, the City of Fort Pierce, St. Lucie County, any other governmental entity or any utility service provider for the Neighborhood Area), blanket non-exclusive easements upon, across, over, and under all of the Area of Common Responsibility, all Tracts identified as such on any Plat, and, to the extent shown on the Plat, over other portions of the Neighborhood Area, for ingress, egress, installing, replacing, repairing and maintaining cable television systems, master television antenna systems, fiber optic lines, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, road lights, signage, and all utilities, including, but not limited to, water, sewer, surface water management systems, including the Neighborhood Drainage System, meter boxes, telephones, gas, and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after reasonable notice to the Owner or occupant thereof.

Section 3. Future Easements. There is hereby reserved to both the Neighborhood Declarant and the Neighborhood Association, together with the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to the Neighborhood Declarant, the Neighborhood Association, the City of Fort Pierce, St. Lucie County or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of either Neighborhood Declarant or Neighborhood Association, as the case may be, for the future orderly development of the Neighborhood Area in accordance with the objectives and purposes set forth in this Neighborhood Declaration. It is expressly provided, however, that no such further or additional easement shall be granted or created over and upon any Unit pursuant to the provisions of this Section if any such easement shall unreasonably interfere with the presently contemplated or future use and development of that particular Unit. The easements contemplated by this Section may include, without limitation, such easements as may be required for utility, drainage, road right-of-way, signage and other purposes reasonably related to the orderly development of the Neighborhood in accordance with the objects and purposes specified in this Neighborhood

Declaration. Such further or additional easements may be hereafter created, granted or reserved by Neighborhood Declarant or Neighborhood Association, as the case may be, without the necessity for the consent or joinder of the Owner(s) of the particular portion of the Neighborhood Area over which such further or additional easement is granted or required. The rights reserved unto the Neighborhood Declarant as provided in this section shall persist until the Neighborhood Declarant no longer owns any Unit within the Neighborhood Area or any property which may be annexed thereto. In the event of any dispute between the Neighborhood Declarant and the Neighborhood Association as to whether an easement should be reserved, granted, or transferred pursuant to this section, the determination of the Neighborhood Declarant shall control and prevail. Such power of determination shall persist until the Neighborhood Declarant no longer owns any Unit within the Neighborhood Area or any property which may be annexed thereto.

Section 4. Enforcement. Every Owner, every tenant or other occupant of a Unit, and every guest or invitee of any such person, shall comply strictly with the covenants, conditions, and restrictions set forth in this Neighborhood Declaration and associated documents, and in the deed to the Unit, if any. The Neighborhood Association, Neighborhood Declarant, or an Owner shall have the right, individually, collectively or in any combination, to enforce the covenants, conditions, restrictions and other provisions of this Neighborhood Declaration or seek such other relief as may be available as a result of a breach of such covenants, conditions, restrictions and other provisions of the Neighborhood Declaration, by any proceeding at law or in equity. Failure to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The right to enforce this Neighborhood Declaration shall include, without limitation, an action to recover sums due for damages or an action for injunctive relief, or both, maintainable by the Neighborhood Association, Neighborhood Declarant, or an Owner. In addition, the Neighborhood Association may impose per diem penalties for failure to comply with this Neighborhood Declaration and associated documents after notice of such noncompliance and the elapsing of a stated time period within which to cure such noncompliance as further provided in the Bylaws, with each day during which such noncompliance continues being considered a separate violation of the terms hereof. Such penalties shall be in amounts permitted by Chapter 720, Florida Statutes, as amended or renumbered from time to time, shall be due and payable upon imposition, and shall be secured, collected and otherwise treated in the same manner as Assessments to the extent permitted by Chapter 720, Florida Statutes, as amended or renumbered from time to time. Costs, expenses, and reasonable attorneys and paralegals, fees, whether suit be brought or not, including those resulting at all trial and appellate levels, incurred by the prevailing party in any action to enforce any provision of this Neighborhood Declaration or to seek such other relief as may be available as a result of a breach of such covenants, conditions, restrictions and other provisions of the Neighborhood Declaration, the Articles of Incorporation, Bylaws, and rules and regulations of the Neighborhood Association, and any similar associated documents thereunder, or deed restrictions on the Neighborhood Area, including without limitation actions to recover sums due for damages or actions for injunctive relief, shall be the personal obligation of the non-prevailing party.

Section 5. Indemnification. The Neighborhood Association shall indemnify every officer, director, committee member and employee of the Neighborhood Association against any and all costs and expenses, including reasonable attorneys, and paralegals, fees, reasonably incurred by or imposed upon such officer, director, committee member or employee

in connection with any action, suit, or other proceeding, or appeal therefrom, (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the Neighborhood Association. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the Neighborhood Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith and duly authorized, on behalf of the Neighborhood Association (except to the extent they may also be members of the Neighborhood Association), and the Neighborhood Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any such officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The Neighborhood Association shall, as a Common Expense, maintain adequate general liability and officers and directors liability, insurance to fund this obligation, if such insurance is reasonably available.

Section 6. Litigation. Except as otherwise provided in Chapter 720, Florida Statutes, during the Class B Control Period, no judicial or administrative proceeding shall be commenced, prosecuted, or financially supported in any way by the Neighborhood Association unless approved by a majority of the Board of Directors. Thereafter, no judicial or administrative proceeding shall be commenced, prosecuted, or financially supported in any way by the Neighborhood Association unless approved by a vote of at least eighty percent (80%) of the members of the Neighborhood Association. This Section shall not apply, however, to (i) actions brought by the Neighborhood Association to enforce the provisions of this Neighborhood Declaration or associated documents, or such other relief as may be available as a result of a breach of such covenants, conditions, restrictions and other provisions of the Neighborhood Declaration or associated documents, or under any deed restrictions imposed on Units or other portions of the Neighborhood Area, which shall include, without limitation, actions to recover sums due for damages or actions for injunctive relief (including, without limitation, the foreclosure of liens), (ii) the imposition and collection of Assessments as provided in Article VIII hereof, (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims brought by the Neighborhood Association in proceedings instituted against it. This Section shall also not apply to the undertaking of any defense of the Neighborhood Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Neighborhood Declarant or, after the Class B Control Period, is approved by the percentage of votes and pursuant to the same procedures necessary to institute proceedings as provided above.

Section 7 Severability. Invalidation of any one of the covenants or restrictions contained in this Neighborhood Declaration by judgment or court order shall in no way affect the validity of any other provisions contained in the Neighborhood Declaration, which shall remain in full force and effect.

Section 8. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment for so long as such encroachment shall exist due to the unintentional

placement of improvements as a result of minor inaccuracies in surveying, construction or reconstruction, or settling or shifting of the improvements constructed, reconstructed, or altered thereon (provided such improvements are constructed in accordance with the terms of the this Neighborhood Declaration).

Section 9. Alteration of Development Plans. Nothing set forth in this Neighborhood Declaration shall be deemed, either expressly or impliedly, to limit the right of Neighborhood Declarant to change, alter or amend its development plan or plans for the Neighborhood Area or the Development Approvals, or to construct or authorize the Neighborhood Association or any Authorized Builder to construct such improvements as the Neighborhood Declarant deems advisable prior to the completion of the development of all of the Neighborhood Area. Neighborhood Declarant reserves the right to alter its development and construction plans and designs as it deems appropriate from time to time. Nothing in this Neighborhood Declaration shall be construed to require Neighborhood Declarant, its successors in interest or assigns to develop any of the Neighborhood Area, or to develop it in any manner whatsoever.

Section 10. Construction and Sales Activity. Notwithstanding any provisions contained in this Neighborhood Declaration or related documents to the contrary, so long as any Authorized Builder owns at least one (1) Unit, it shall be expressly permissible for such owning Authorized Builder, and its respective sales agents, sales representatives, contractors and other designees to, during its respective ownership of a Unit, maintain and carry on upon portions of the Common Area, Units, tracts or other portions of the Neighborhood Area owned or leased by such Authorized Builder, such facilities and activities as, in the sole opinion of such Authorized Builder, may be reasonably required, convenient, or incidental to the construction, sale, or lease of its respective Units, including, but not limited to, business offices, signs, model units, and sales and leasing offices, and siting of construction trailers, construction equipment and materials thereon, and each Authorized Builder, and its respective sales agents, sales representatives, contractors and other designees shall have an easement for access to and use for such purposes over any roads designated as "private" on any Plat of the Neighborhood Area. Notwithstanding anything to the contrary set forth herein, the Neighborhood Association and Owners of Units (and owners of any other portion of the Neighborhood Area) acknowledge that each Authorized Builder, and its respective sales agents, sales representatives, contractors and other designees, may undertake certain construction or related activities for the purpose of marketing, sale, development and improvement of the Neighborhood Area or portions thereof. As a result, certain portions of the Neighborhood Area may experience disturbance or inconvenience from time to time from such activities, however neither the Neighborhood Association, nor any Owner (or owner of any other portion of the Neighborhood Area) shall be entitled to seek relief against the Neighborhood Declarant, any Authorized Builder, or their respective sales agents, sales representatives, contractors and other designees for any reason related thereto except for property damage or personal injury relating to the negligence of the applicable performing party. Notwithstanding the generality of the foregoing, Authorized Builders, and their respective sales agents, sales representatives, contractors and other designees shall have the right to conduct events on the Common Area or their respective owned or leased Units at any time for the purpose of marketing and promoting sales or leases within the Neighborhood Area. Neighborhood Declarant, Authorized Builders, and the Authorized Builders' respective sales

agents, sales representatives, contractors and other designees shall also have the right to operate and utilize in a reasonable and unobtrusive manner unmanned aircraft commonly referred to as “drones” within all areas of the Neighborhood Area for the purpose of marketing the Neighborhood Area or the surrounding community. Neighborhood Declarant and all Authorized Builders shall require that the operation of such devices shall be done in accordance with all applicable laws and regulations associated with the same. All Owners, on behalf of themselves and their agents, tenants, guests, and invitees, hereby grant Neighborhood Declarant and Authorized Builders (and each party’s designees) the right and permission to use and publish material recorded by such drones.

Section 11. Wildlife, Wetland Programs and Other Components of Development Approvals. The Neighborhood Declarant or Neighborhood Association, may in the future implement wildlife or wetland programs or other components of the Development Approvals, and this Neighborhood Declaration may be amended by Neighborhood Declarant or Neighborhood Association, as applicable, without the joinder or consent of any Person being required, for the purpose of defining and implementing such programs, and if deemed appropriate by Neighborhood Declarant, for the purpose of further restricting the Neighborhood Area in connection therewith, and for the purpose of defining certain responsibilities and obligations of the Neighborhood Association and Owners in regard to the Neighborhood Area. **BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE NEIGHBORHOOD AREA MAY CONTAIN WILDLIFE, SUCH AS ALLIGATORS, RACCOONS, SNAKES, SNAPPING TURTLES, DUCKS, DEER, SWINE, TURKEY AND FOXES. THE NEIGHBORHOOD DECLARANT AND THE NEIGHBORHOOD ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE EXCEPT AS MAY BE REQUIRED UNDER THE DEVELOPMENT APPROVALS (IF ANY), AND THEY HAVE NO RESPONSIBILITY TO NOTIFY OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER, AND THEIR FAMILIES, GUESTS AND OTHER INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.**

Section 12. PRC or MRC Approval. As provided in Article V of this Neighborhood Declaration, Units are subject to the requirements of the Design Review Manual and certain restrictions and must obtain certain approvals in respect to improvements, alterations or other modifications to be made thereto. Owners of Units shall be responsible for complying in all respects with this Neighborhood Declaration, including without limitation the architectural review process provided for therein and the requirements of the Design Review Manual. During the initial construction of a residence on a Unit prior to the issuance of a certificate of occupancy for such residence and until the earlier of the time by which (i) Neighborhood Declarant no longer owns any real property which is subject to this Neighborhood Declaration or which under the terms of this Neighborhood Declaration could be annexed into the Neighborhood Area, or (ii) the Neighborhood Declarant organizes the MRC and assigns and delegates to it the power and obligation the powers of the PRC, all such requests for approvals for improvements or modifications to such Unit shall be reviewed and, if warranted, approved by the PRC. After such time, all such requests for improvements or modifications to such Unit shall be reviewed and, if warranted, approved by the MRC.

Section 13. Enforcement by South Florida Water Management District. The South Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Neighborhood Declaration which relate to the operation, maintenance and repair of the Neighborhood Drainage System.

ARTICLE X
Declarant's Rights

Section 1. Assignment of Rights. Any or all of the rights and obligations of Neighborhood Declarant may be transferred, exclusively or non-exclusively, to other Persons including, without limitation, the Neighborhood Association, provided that the transfer shall neither reduce an obligation, nor enlarge a right beyond that contained herein; provided further, no such transfer shall be effective unless it is in a written instrument signed by Neighborhood Declarant and duly recorded in the Public Records of St. Lucie County, Florida.

Section 2. Approval of Additional Covenants and Plats of the Neighborhood Area. So long as Neighborhood Declarant continues to have rights under this Article, no Person shall record any plat, declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument, affecting any portion of the Neighborhood Area owned by such Person without Neighborhood Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such plat, declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument, being void and of no force and effect unless subsequently approved by recorded consent signed by Neighborhood Declarant.

Section 3. Amendment of Article X. This Article may not be amended without the express written consent of Neighborhood Declarant; provided, however, the rights of Neighborhood Declarant contained in this Article shall terminate upon the earlier of (a) thirty (30) years from the date this Neighborhood Declaration is recorded in the Public Records of St. Lucie County, Florida, or (b) upon recording by Neighborhood Declarant of a written statement that all sales activity of Neighborhood Declarant has ceased.

ARTICLE XI
Amendment

This Neighborhood Declaration may be amended by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of a majority of the Owners of the Neighborhood Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

In addition, during the Class B Control Period, the Neighborhood Declarant, subject to approval of the U.S. Department of Housing and Urban Development and the Veterans Administration to the extent such approval is required, reserves the right to amend this Neighborhood Declaration unilaterally at any time, without prior notice and without the consent

of any Person, for any purpose including, without limitation, withdrawal of certain portions of the Neighborhood Area then owned by Neighborhood Declarant or its affiliates from the provisions of this Neighborhood Declaration or a change in the uses permitted for the Neighborhood Area under this Neighborhood Declaration, by recordation of an amendment in the Public Records of St. Lucie County, Florida. Any such amendment by the Neighborhood Declarant shall be consistent with the general development plan for the Neighborhood Area set forth in this Neighborhood Declaration, and with the Development Approvals issued by the City of Fort Pierce and St. Lucie County, Florida. Covenants and restrictions consistent with the general plan of development may include, without limitation, requirements for insurance and repair of the Common Area and Units, rights and obligations in respect to condemnation, rights and obligations of the Neighborhood Association, including the right to promulgate rules and regulations (including without limitation liens), and providing enforcement powers, and reservation of additional easements over the Neighborhood Area.

Any amendment of the Neighborhood Declaration shall be recorded in the Public Records of St. Lucie County, Florida. Notwithstanding anything to the contrary set forth herein, the Neighborhood Declarant may unilaterally amend this Neighborhood Declaration at any time pursuant to Article XI or to include any provisions which may be required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration, the Department of Housing and Urban Development, or any other federal, state or local governmental entity, agency, or authority.

If an Owner consents to the amendment of this Neighborhood Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment shall remove, revoke or modify any right or privilege of Neighborhood Declarant or Neighborhood Association without the written consent of such party or the assignee of such party's right or privilege to such amendment. Further, no amendment to this Neighborhood Declaration affecting the rights of an Authorized Builder shall be valid without the written consent of Neighborhood Declarant to such amendment.

No amendment may impair the validity or priority of the lien of any Mortgage held by any Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees. Any amendment of or to this Neighborhood Declaration which alters any provision related to the Neighborhood Drainage System, including any Common Areas or portions thereof used for water management purposes, must have the prior approval of the South Florida Water Management District.

By acceptance of a deed of conveyance to a Unit or other portion of the Neighborhood Area, each Owner thereof thereby gives its full, irrevocable and unqualified consent on behalf of itself, its mortgagees, and its successors-in-title to the amendment of this Neighborhood Declaration in the manner provided in this Article.

IN WITNESS WHEREOF, the undersigned Neighborhood Declarant has executed this Neighborhood Declaration this 30th day of April, 2019.

WITNESSES:

CARRIAGE POINTE LAND INVESTORS, LLC, a Colorado limited liability company

[Signature]
Print Name: Joe Junde
[Signature]
Print Name: William M. Butler

By: [Signature]
Name: BRANDON JUNOR
Title: MANAGER
Address:

STATE OF Colorado)
COUNTY OF Archuleta)

The foregoing instrument was acknowledged before me on the 30th day of April, 2019 by Brandon Junde, as Manager of CARRIAGE POINTE LAND INVESTORS, LLC, a Colorado limited liability company, on behalf of the company, who is personally known to me.

KRISTIN C. LANG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114034391
MY COMMISSION EXPIRES JULY 5, 2019

[Signature]
Print Name: Kristin C. Lang
Notary Public:
Commission No.: 20114034391
My Commission Expires: 7/5/2019

EXHIBIT "A"
NEIGHBORHOOD AREA

All of Carriage Pointe Estates Replat, according to the plat thereof, as recorded in Plat Book 78 at pages 32 through 37 of the Public Records of St. Lucie County, Florida.

EXHIBIT "B"
ARTICLES OF INCORPORATION

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on May 2, 2019, for CARRIAGE POINTE HOA, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H19000146996. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N13000001736.

Authentication Code: 219A00008921-050319-N13000001736-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Third day of May, 2019



Ronald R. Lee
Secretary of State

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AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CARRIAGE POINTE HOA, INC.

RECITALS

Pursuant to Sections 617.1002(2) & 617.1007, *Florida Statutes*, and Article X of the Articles of Incorporation of Carriage Pointe, Inc., a Florida not for profit corporation, the sole member of that corporation (Carriage Pointe Land Investors, LLC, a Florida limited liability company) has, as of April 30, 2019, affirmatively approved the amendment and restatement of the corporation's Articles of Incorporation which were originally filed with the Florida Department of State on February 21, 2013, as amended. This amendment and restatement has been adopted as of the date and year first above written, and the corporation's Articles of Incorporation now provide as follows:

ARTICLE I - NAME

The name of the corporation is CARRIAGE POINTE HOA, INC. For convenience, the corporation shall be referred to in this instrument as the "Neighborhood Association."

ARTICLE II - DURATION

The Neighborhood Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Neighborhood Association shall continue from the filing of the original Articles with the Florida Department of State on February 21, 2013.

ARTICLE III - DEFINITIONS

Unless the context otherwise requires, all capitalized terms herein shall have the same meaning as set forth in the DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR CARRIAGE POINTE ESTATES NEIGHBORHOOD AREA recorded or to be recorded in the Public Records of St. Lucie County, Florida, as it may be amended or supplemented from time to time (the "Neighborhood Declaration").

ARTICLE IV - PRINCIPAL OFFICE

The principal office and mailing address of the Neighborhood Association is located at 5460 South Quebec Street, Ste. 110, Greenwood Village, CO 80111.

ARTICLE V - REGISTERED OFFICE AND AGENT

DEAN MEAD SERVICES LLC, whose address is 420 S. Orange Avenue, Ste. 700, Orlando, Florida 32801, is hereby appointed the registered agent of the Neighborhood Association and the registered office shall be at said address.

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ARTICLE VI - PURPOSE AND POWERS OF
THE NEIGHBORHOOD ASSOCIATION

The Neighborhood Association shall not pay dividends and no part of any income of the Neighborhood Association shall be distributed to its members, directors or officers. The Neighborhood Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Neighborhood Area and to promote the recreation, health, safety and welfare of the Owners. The Neighborhood Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Neighborhood Declaration. The Neighborhood Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Neighborhood Declaration, any Supplemental Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Neighborhood Association for the benefit of the Owners and for the maintenance, administration and improvement of the Neighborhood Area, Areas of Common Responsibility and Common Areas. The duties and powers of the Neighborhood Association shall be exercised by the Board of Directors unless provided otherwise in the Neighborhood Declaration, these Articles of Incorporation or the Bylaws, and shall include, without limitation, the following:

(a) To fix, levy, collect and enforce payment of, by any lawful means, all charges, fines or Assessments pursuant to the terms of the Neighborhood Declaration, these Articles or the Bylaws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Neighborhood Association, including without limitation all licenses, taxes or governmental charges levied or imposed against the property of the Neighborhood Association; and to provide adequate funding for the performance of any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Neighborhood Association for the benefit of the Owners and for the maintenance, administration and improvement of the Neighborhood Area and Area of Common Responsibility;

(b) To acquire (by gift, purchase or otherwise), manage, control, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property subjected to the Neighborhood Declaration or any other property for which the Neighborhood Association by rule, regulation, Neighborhood Declaration or contract has a right or duty to provide such services;

(c) To borrow money, and as provided in the Neighborhood Declaration or Bylaws, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(d) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility;

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(e) To enforce covenants, conditions, or restrictions affecting any property to the extent the Neighborhood Association may be authorized to do so under the Neighborhood Declaration or Bylaws;

(f) To engage in activities which will actively foster, promote, and advance the common interests of all owners of the Neighborhood Area;

(g) To enter into, make, perform, or enforce contracts of every kind and description, and to perform all other acts necessary, appropriate, or advisable in carrying out any purpose of the Neighborhood Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(h) To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Neighborhood Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the Neighborhood Declaration;

(i) To maintain, repair, replace and operate portions of the Neighborhood Area and Areas of Common Responsibility consistent with the obligations imposed upon or assumed by the Neighborhood Association for maintenance, repair, replacement and operation pursuant to the Neighborhood Declaration, these Articles, the Bylaws, or separate agreement, including without limitation the Neighborhood Drainage System, as defined in the Neighborhood Declaration, in a manner consistent with all permits issued by the South Florida Water Management District and applicable rules of the South Florida Water Management District;

(j) To accept jurisdiction over, and the powers and duties imposed with respect to, any additional property which may become part of the Neighborhood Area or which may otherwise be subjected to the jurisdiction of the Neighborhood Association as provided in the Neighborhood Declaration. The Neighborhood Association shall accept as members all owners of property hereafter subjected to the jurisdiction of the Neighborhood Association as provided in the Neighborhood Declaration; and

(k) To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article VI are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article VI.

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ARTICLE VII - MEMBERSHIP

7.1 Membership. Each Owner, including the Neighborhood Declarant, shall be a member of the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a member. The Neighborhood Association membership of each Owner shall be appurtenant to the Unit giving rise to such membership, and shall not be transferred except upon the transfer of title to said Unit and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Neighborhood Association appurtenant thereto to the new Owner thereof. The membership of an Owner shall not be refused, waived or surrendered, but voting rights and rights of use and enjoyment of the Common Area may be regulated or suspended as provided in these Articles of Incorporation, the Neighborhood Declaration, the Bylaws and the rules and regulations of the Neighborhood Association.

7.2 Jurisdiction of Neighborhood Association. The Neighborhood Association and each member thereof must accept as members those owners subject to the jurisdiction of the Neighborhood Association as provided in the Neighborhood Declaration.

ARTICLE VIII - VOTING RIGHTS

8.1 Voting Rights. The voting rights of members in the Neighborhood Association shall be as set forth in the Neighborhood Declaration and Bylaws, as the same may be amended from time to time.

8.2 Multiple Owners. Each vote in the Neighborhood Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Unit, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE IX - BOARD OF DIRECTORS

The business and affairs of the Neighborhood Association shall be managed by a Board of Directors. The initial Board of Directors shall be comprised of three (3) directors, but may be enlarged or decreased (i) by the Neighborhood Declarant during the Class "B" Control Period, in accordance with the Neighborhood Association's Bylaws or (ii) by the approval of a majority of the members after the Class "B" Control Period, provided that there shall always be an odd number of directorships created and that the number of directors is never less than three (3). The initial Board of Directors shall consist of three (3) directors appointed by the Neighborhood Declarant. The names and addresses of persons who are to act in the capacity of director until

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appointment or election of their successors pursuant to these Articles and the Bylaws are:

<u>Name</u>	<u>Address</u>
<u>LENN HAFFEMAN</u>	<u>GREENWOOD VILLAGE, CO</u>
<u>JOE JUNDT</u>	<u>GREENWOOD VILLAGE, CO</u>
<u>BRANDON JUNDT</u>	<u>GREENWOOD VILLAGE, CO</u>

Within thirty (30) days after termination of the Class B Control Period, the members shall elect all directors of the Board of Directors for staggered terms as provided in the Bylaws. The method of election and term of office, removal and filling of vacancies of the Board of Directors shall be as set forth in the Bylaws.

The Board of Directors may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine.

ARTICLE X - OFFICERS

The affairs of the Neighborhood Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	<u>LENN HAFFEMAN</u>	<u>GREENWOOD VILLAGE, CO</u>
Vice President	<u>JOE JUNDT</u>	<u>GREENWOOD VILLAGE, CO</u>
Secretary	<u>BRANDON JUNDT</u>	<u>GREENWOOD VILLAGE, CO</u>
Treasurer	<u>BRANDON JUNDT</u>	<u>GREENWOOD VILLAGE, CO</u>

ARTICLE XI - INDEMNIFICATION

The Neighborhood Association shall indemnify every officer, director, committee member and employee of the Neighborhood Association against any and all costs and expenses, including reasonable attorneys' and paralegals' fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the Neighborhood Association. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or

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otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the Neighborhood Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Neighborhood Association (except to the extent they may also be members of the Neighborhood Association), and the Neighborhood Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The Neighborhood Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE XII - BYLAWS

The Bylaws of the Neighborhood Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XIII - AMENDMENTS

These Articles may be amended by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of at least a majority of the total votes of the Neighborhood Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until filed with the office of the Secretary of State of Florida. A certified copy of each amendment shall be recorded in the Public Records of St. Lucie County, Florida. Notwithstanding anything to the contrary set forth herein, the Neighborhood Declarant may unilaterally amend these Articles at any time to include any provisions which may be required by any federal, state or local governmental authority.

No amendment may remove, revoke, or modify any right or privilege of Neighborhood Declarant or the Class "B" member without the written consent of Neighborhood Declarant or the Class "B" member as appropriate, or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

ARTICLE XV - NONSTOCK CORPORATION

The Neighborhood Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Neighborhood Association; provided, however, that membership in the Neighborhood Association may be evidenced by a certificate of membership which shall contain a statement that the Neighborhood Association is a corporation not for profit.

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ARTICLE XVI - DISSOLUTION

In the event the Neighborhood Association is intentionally dissolved for the purpose of winding up its affairs, then after the claims of creditors of the Neighborhood Association have been satisfied from the assets of the Neighborhood Association or otherwise, the remaining assets of the Neighborhood Association shall be dedicated to a public body or conveyed to a not-for-profit corporation, as defined in Chapter 617, Florida Statutes, as amended, with similar purposes, as the Board of Directors of the Neighborhood Association shall determine in their sole discretion.

Notwithstanding anything contained in the preceding grammatical paragraph to the contrary, in the event of termination, dissolution or final liquidation of the Neighborhood Association, the responsibility for the operation and maintenance of the Neighborhood Drainage System, as defined in the Neighborhood Declaration, must be transferred to and accepted by an entity which meets the requirements of section 40C-42.027, Florida Administrative Code, and which is approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XVII - ADDITIONAL PROPERTY

Additional property may be added from time to time to the Neighborhood Area in accordance with the Neighborhood Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the Neighborhood Association to such additional property as may be contemplated by the Neighborhood Declaration.

The Neighborhood Association and each member must accept as members the Owners of all Units in the Neighborhood Area where the instrument hereafter annexing additional property to the jurisdiction of the Neighborhood Association provides that the Owners of Units in the property annexed to the Neighborhood Area are intended to be members of the Neighborhood Association and that the Neighborhood Association is intended to have jurisdiction over them.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed as of the 30th day of April, 2019.

CARRIAGE POINTE HOA, INC.,
a Florida not for profit corporation

By: Carriage Pointe Land Investors, LLC,
a Colorado limited liability company,
sole Member

By: Lenn Hoffmann
Name: LENN HOFFMANN
Its: PRESIDENT

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EXHIBIT "C"
BYLAWS

BYLAWS OF
CARRIAGE POINTE HOA, INC.

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BYLAWS OF
CARRIAGE POINTE HOA, INC.

Article I

Name, Principal Office, and Definitions

Section 1. Name. The name of the Neighborhood Association shall be CARRIAGE POINTE HOA, INC., a Florida corporation (the "Neighborhood Association").

Section 2. Principal Office. The principal office of the Neighborhood Association in the State of Florida shall be located in Brevard County. The Neighborhood Association may have such other offices, either within or outside the State of Florida, as the Board of Directors may determine or as the affairs of the Neighborhood Association may require.

Section 3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR CARRIAGE POINTE ESTATES NEIGHBORHOOD AREA, recorded or to be recorded in the public records of Brevard County, Florida, as supplemented, restated, renewed, extended or amended, from time to time (the "Neighborhood Declaration"), unless the context shall otherwise require.

Section 4. Corporate Seal. The seal of the corporation shall bear the name of the Neighborhood Association, the word "Florida", and the year of incorporation.

Article II

Neighborhood Association:

Membership, Meeting, Quorum, Voting, Proxies

Section 1. Membership. The Neighborhood Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Neighborhood Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference. Meetings of the Neighborhood Association shall be of the members of the Neighborhood Association and the members shall cast their votes as provided in the Neighborhood Declaration on those matters requiring a vote of the membership of the Neighborhood Association.

Section 2. Place of Meetings. Meetings of the Neighborhood Association shall be held at the principal office of the Neighborhood Association or at such other suitable place convenient to the members as may be designated by the Board of Directors either within the Neighborhood Area or as convenient thereto as possible and practical.

Section 3. Annual Meetings. Annual meetings of the Neighborhood Association shall be set by the Board of Directors from time to time, provided the first meeting of the Neighborhood Association occurs no earlier than one year after the Neighborhood Association is

incorporated. The election of directors, if one is required to be held, shall be held at, or in conjunction with, the annual meeting.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Neighborhood Association if so directed by resolution of a majority of a quorum of the Board of Directors. In addition, after the Class "B" Control Period has terminated, it shall be the duty of the President to call a special meeting of the Neighborhood Association if a petition is signed by members representing at least ten percent (10%) of the total votes of the Neighborhood Association requesting a special meeting. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the time and place of any meeting of the members shall be published in such a manner as is reasonably calculated to provide such notice to each member at least fourteen (14) days in advance of any meeting, but in no event shall such publication provide less notice than that required by Section 720.306, Florida Statutes, as may be amended or renumbered from time to time. When required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Neighborhood Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any members may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member shall be deemed a waiver by such member of notice of the time, date and place thereof and of the business transacted thereat (if notice of same is required by statute or by these Bylaws), unless such member specifically objects to lack of proper notice at the time the meeting is called to order, or in the case where the business transacted thereat is required to be contained in the notice, such member specifically objects to proper notice before such business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Neighborhood Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to members in the manner prescribed for regular meetings.

The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, provided that members or their proxies representing at least five percent (5%) of the total votes of the Neighborhood Association remain in attendance, and provided further that any action taken is approved by the remaining members present in person or by proxy.

Section 8. Voting. The voting rights of the members shall be as set forth in the Neighborhood Declaration as supplemented and amended from time to time, and such voting rights provisions are specifically incorporated herein.

Section 9. Designation of Voting Representative. If a Unit is owned by one person or entity, its rights to vote shall be established by the record title to the Unit. If a Unit is owned by more than one person or entity, the person entitled to cast the votes for the Unit shall be designated by a certificate signed by all of the record Owners (as defined in the Neighborhood Declaration) of the Unit and filed with the Secretary of the Neighborhood Association. If a Unit is owned by a general or limited partnership, the person entitled to cast the votes for the Unit shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Neighborhood Association. If a Unit is owned by a corporation, the person entitled to cast the votes for the Unit shall be designated by a certificate of appointment signed by the president or vice president of the corporation and filed with the Secretary of the Neighborhood Association. If a Unit is owned by a limited liability company, the person entitled to cast the votes for the Unit shall be designated by a certificate of appointment signed by the manager (in the case of a manager-managed company) or managing member (in the case of a member-managed company) and filed with the Secretary of the Neighborhood Association. If a Unit is owned in trust, the person entitled to vote for the Unit shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Neighborhood Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the votes of a Unit may be revoked in writing by any Owner thereof; provided, however, that no Unit shall vote in excess of the voting rights allocated to that Unit in the Neighborhood Declaration.

Section 10. Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of a Neighborhood Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at a Neighborhood Association meeting, unless the joinder of record Owners is specifically required by the Neighborhood Declaration, the Articles of Incorporation of the Neighborhood Association or these Bylaws.

Section 11. Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Neighborhood Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that member's Unit.

Section 12. Proxies. A member may authorize another person to act for him by proxy. Such proxy must be executed in accordance with, and shall be subject to the limitations set forth

in, Section 720.306, Florida Statutes, as may be amended or renumbered from time to time. Every proxy shall be revocable at the pleasure of the member executing it and shall expire upon the transfer of title to the Unit giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Neighborhood Association officer responsible for maintaining the list of members.

Section 13. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

Section 14. Quorum. Except as otherwise provided in these Bylaws or in the Neighborhood Declaration, the presence in person or by proxy of the members representing ten percent (10%) of the total votes in the Neighborhood Association shall constitute a quorum at all meetings of the Neighborhood Association. Any provision in the Neighborhood Declaration concerning quorums is specifically incorporated herein.

Section 15. Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings of the Neighborhood Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 16. Action Without A Meeting. Any action required by law to be taken at a meeting of the members or any action which may be taken at a meeting of the members, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the members entitled to vote with respect to the subject matter thereof; and any such consent shall have the same force and effect as a unanimous vote of the members.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Neighborhood Association shall be governed by the Board of Directors, each of whom shall have one (1) vote. Except with respect to directors appointed by the Neighborhood Declarant, the directors shall be members or spouses of such members; provided, however, no person and his or her spouse may serve on the Board of Directors at the same time. In the case of a member which is a corporation, partnership, or other legal entity, the person designated in writing by certificate filed with the Secretary of the Neighborhood Association as the voting representative (pursuant to Article II, Section 9 hereof) of such corporation, partnership or other legal entity shall be eligible to serve as a director. Notwithstanding anything to the contrary provided herein, no person shall be permitted to serve as a director on the Board of Directors if that person has been convicted of a felony and has not had his or her voting rights restored for at least five (5) years or would be

otherwise disqualified from such service pursuant to Section 720.306(9)(b), Florida Statutes, as may be amended or renumbered from time to time.

Section 2. Directors During Class "B" Control. During the Class "B" Control Period (as defined in the Neighborhood Declaration), all members of the Board of Directors shall be appointed by the Neighborhood Declarant acting in its sole discretion and shall serve at the pleasure of the Neighborhood Declarant.

Section 3. Number of Directors. During the Class "B" Control Period the number of directors on the Board of Directors shall be not less than three (3) nor more than five (5). Thereafter the number of directors on the Board of Directors may be increased or decreased upon approval of a majority of the members, provided that there shall always be an odd number of directors and further provided that all incumbent directors shall be permitted to serve out their existing terms unless they sooner resign. The initial Board of Directors shall consist of three (3) directors appointed by the Neighborhood Declarant. In the event the Neighborhood Declarant elects to have five (5) directors during the Class "B" Control Period, then three (3) of the members shall be appointed by the Neighborhood Declarant and two (2) of the members shall be elected by the members, with the members appointed by the Neighborhood Declarant serving until their resignation or replacement and the members elected by the members serving two (2) year terms (except as otherwise expressly provided in Section 5 of this Article III hereinbelow). In the event that the Neighborhood Declarant elects to reduce the number of directors during the Class "B" Control Period from five (5) to three (3), the Neighborhood Declarant shall cause two (2) directors appointed by the Neighborhood Declarant to resign, with their resignations to be effective immediately. The Neighborhood Declarant may appoint additional directors in its sole discretion to the Board of Directors from time to time to replace directors appointed by it or to fill vacancies of directors appointed by it.

Section 4. Nomination of Directors. Except with respect to directors entitled to be selected by the Neighborhood Declarant as provided in Section 3 of this Article, nominations for election of directors to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Neighborhood Association appointed by the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to such annual meeting of the members at which members other than the Neighborhood Declarant are entitled to elect members to the Board of Directors. Members of the Nominating Committee shall serve a term of one (1) year or until their successors are appointed. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 5. Election and Term of Office. Within thirty (30) days after termination of the Class "B" Control Period, the Neighborhood Association shall call a special meeting at which the members shall elect all directors of the Board of Directors; provided, however, only the director(s) appointed by the Neighborhood Declarant shall be elected at such special meeting

and any directors previously elected by the members shall remain as directors until one (1) year after the date of such special meeting. Directors elected to replace the directors previously appointed by the Neighborhood Declarant shall serve a term of two (2) years. Upon the expiration of the initial term of office of each director, a successor shall be elected to serve a term of two (2) years. Thereafter, all directors shall be elected to serve two (2) year terms.

At any election of directors by members, each member shall be entitled to cast with respect to each vacancy to be filled on the Board of Directors, as many votes as it is entitled to vote under the terms of the Neighborhood Declaration. There shall be no cumulative voting. The candidates receiving the largest number of votes shall be elected to fill the positions for which the election is held. Directors elected by the members shall hold office until their respective successors have been elected. Directors may be elected to serve any number of consecutive terms.

Section 6. Removal of Directors and Vacancies. A director may be removed, with or without cause, by the vote of a majority of the total voting interests. Provided, however, if a specific class of members is entitled to elect a director or directors, only that class of members may vote to remove those directors so elected by that specific class of members. In accordance with all applicable procedures and provisions of the Florida Statutes, directors may be removed by a vote taken at a special meeting of the members called by at least ten percent (10%) of the voting interests or by a written agreement or written ballot without the need for a member meeting. Any director whose removal is sought, shall be given notice, as specified in the applicable provisions of the Florida Statutes for the recall of directors, prior to any meeting called for that purpose, and such notice shall state the purpose for the meeting. At such meeting as the director is removed, a successor shall be elected by the members to fill the vacancy for the remainder of the term of such director. Any director appointed by the Neighborhood Declarant may only be removed by the Neighborhood Declarant, in its sole discretion, and the Neighborhood Declarant shall be entitled to appoint a director to fill the vacancy created.

Any director elected by the members who has three (3) consecutive unexcused absences from Board of Directors meetings or who is delinquent in the payment of any assessment or other charge due the Neighborhood Association or the Community Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board of Directors to fill the vacancy for the remainder of the term. The foregoing shall not apply to directors appointed by Neighborhood Declarant to the Board of Directors.

Except in the case of directors appointed by Neighborhood Declarant, in the event of the death, disability or resignation of a director, a vacancy may be declared by the Board of Directors, and it may appoint a successor. Any director appointed by the Board of Directors shall serve for the remainder of the term of the director who vacated the position. In the event of death, disability or resignation of a director appointed by the Neighborhood Declarant, the Neighborhood Declarant shall be entitled to appoint a director to fill the vacancy created, and such director shall serve for the remainder of the term of the director who vacated the position.

B. Meetings.

Section 7. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the Neighborhood Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board of Directors.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of the time and place of the meetings of the Board of Directors shall be communicated to directors not less than forty-eight (48) hours prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any two (2) directors of the Board of Directors if the Board of Directors is three members or by any three (3) directors of the Board of Directors if the Board of Directors is five members. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director of the Board of Directors by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d) by telegram, telecopy, charges prepaid; or (e) by electronic transmission in a manner authorized by law. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Neighborhood Association. Notices shall be delivered at least forty-eight (48) hours before the time set for the meeting.

Section 10. Notice of Meetings. Notwithstanding any other provision for notice of Board meetings contained in this Article III, notice of all Board meetings must be posted in a conspicuous place on the Common Area at least forty-eight (48) hours in advance of a meeting of the Board of Directors, except in an emergency. Alternatively, if not posted in a conspicuous place on the Common Area, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. Provided, however, an assessment may not be levied at any Board meeting unless written notice of the meeting (i) is provided to all members at least fourteen (14) days prior to the meeting, and (ii) the notice includes a statement that assessments will be considered and the nature of the assessments. Any notice required to be given for a regular or special meeting of the Board of Directors may be given by electronic transmission in manner authorized by law and only to those members who have consented in writing to receive such notice by electronic transmission.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any

director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors; Voting. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Neighborhood Association for acting as such unless approved by members representing a majority of the total votes of the Neighborhood Association at a regular or special meeting of the Neighborhood Association; provided any director may be reimbursed for expenses incurred on behalf of the Neighborhood Association upon approval of a majority of the other directors.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided the directors participating in the meeting are able through telephone connection to hear and to be heard.

Section 15. Open Meetings; Notice to Members. Subject to the provisions of Section 16 of this Article and the provisions of Florida law, all meetings of the Board of Directors shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any member may speak. Provided, however, notwithstanding anything in this Section 15 to the contrary, a member may speak on any matter placed on the agenda by a petition of the voting interests for at least three (3) minutes. Meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege shall not be open to members. Except in an emergency, written or printed notice stating the time and place of any meeting of the Board of Directors shall be published in such a manner as is reasonably calculated to provide such notice to each member at least forty-eight (48) hours in advance of any meeting, which publication may be accomplished by posting such notice in a conspicuous place in the Neighborhood Area, publishing in a local newspaper, providing a schedule of such meetings or such other method as is determined by the Board of Directors. When required by the provisions of Florida law, the purpose or purposes for which the meeting is called shall be stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Neighborhood Association, with postage thereon prepaid.

Section 16. Action Without a Formal Meeting. Any action to be taken or that may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors of the Board of Directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Neighborhood Association and shall have all of the powers and duties necessary for the administration of the Neighborhood Association's affairs and may do all acts and things as provided by law as are not by the Neighborhood Declaration, the Articles of Incorporation or these Bylaws directed to be done and exercised exclusively by the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

The Board of Directors shall have exclusive jurisdiction over and the sole responsibility for the Neighborhood Association's administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Area and Area of Common Responsibility; the establishment, levy, imposition, enforcement and collection of all assessments for which provision is made in the Neighborhood Declaration; the promotion and advancement of the general interests of the members of the Neighborhood Association; all as more particularly provided in the Neighborhood Declaration, Articles of Incorporation, these Bylaws and the rules and regulations of the Neighborhood Association.

In addition to the duties imposed by the Neighborhood Declaration, the Articles of Incorporation and these Bylaws or by any resolution of the Neighborhood Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, by way of explanation, but not limitation:

- (a) preparation and adoption of annual budgets, including provisions for establishing reserve funds for replaceable assets, in which there shall be established the contribution of each Owner to the Common Expenses;
- (b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of assessments; provided, unless otherwise determined by the Board of Directors, the Regular Assessment shall be payable in one (1) annual payment in advance on the first day of January of each year;

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Area and Area of Common Responsibility;

(d) designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Neighborhood Association, its property, Common Area and Area of Common Responsibility, and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Neighborhood Association; provided, any reserve fund may be deposited, in the directors' best business judgment in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Neighborhood Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Area in accordance with the Neighborhood Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Neighborhood Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Neighborhood Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Neighborhood Declaration or as otherwise determined to be appropriate by the Board of Directors, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Neighborhood Association or its members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Neighborhood Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available to any prospective purchaser of a Unit, any Owner, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Neighborhood Declaration, the Articles of Incorporation, the Bylaws, rules and regulations governing the Unit, and all other books, records, and financial statements of the Neighborhood Association;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Neighborhood Area; and

(o) entering into contracts, granting easements or performing other rights, obligations or duties of the Neighborhood Association set out in the Neighborhood Declaration.

Section 18. Management Agent.

(a) The Board of Directors may employ for the Neighborhood Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board of Directors' supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (f), (g), (i) and (o) of Section 17 of this Article. The Neighborhood Declarant, or an affiliate or other related entity of the Neighborhood Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on thirty (30) days' or less written notice.

(c) No remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Neighborhood Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; anything of value received shall benefit the Neighborhood Association; provided, nothing herein shall prohibit the managing agent from earning commissions for services performed by the managing agent in leasing Units on behalf of Owners of such Units.

Section 19. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration, replacement, preservation and protection of the Common Area without the approval of the members of the Neighborhood Association. The Board of Directors shall also have the power to borrow money for other purposes; provided, the Board of Directors shall obtain the approval of members representing a majority of the total votes of the Neighborhood Association in the event that the proposed borrowing is for the purpose of modifying, improving or adding amenities and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Neighborhood Association for that fiscal year. Notwithstanding anything to the contrary contained in the Neighborhood Declaration, these Bylaws or the Articles of Incorporation, during the Class "B" Control Period, no mortgage lien shall be placed on any portion of the Common Area owned by the Neighborhood Association without the affirmative vote or written consent, or any combination thereof, of members representing at least a majority of the total votes of the Neighborhood Association other than Neighborhood Declarant.

Section 20. Rights of the Neighborhood Association. With respect to the Common Area, Areas of Common Responsibility, or other areas of responsibility of the Neighborhood Association, and in accordance with the Articles of Incorporation, these Bylaws and the Neighborhood Declaration, the Board of Directors on behalf of the Neighborhood Association shall have the right to contract with any Person for the performance of various duties and

functions. Without limiting the foregoing, this right shall entitle the Board of Directors on behalf of the Neighborhood Association to enter into common management, operational or other agreements with trusts, condominiums, cooperatives, neighborhoods or districts and other owners or associations, both within and without the Properties. Such agreements shall require the consent of a majority of all directors of the Neighborhood Association.

Section 21. Enforcement. The Board of Directors shall have the power to impose reasonable fines, which, unless prohibited by applicable provisions of the Florida Statutes, shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's (and any tenant's, occupant's, guest's or invitee's) right to use the Common Area or Areas of Common Responsibility for violation of any duty imposed upon such Owner under the Neighborhood Declaration, the Articles of Incorporation, these Bylaws or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Neighborhood Association or the Board of Directors to limit ingress and egress to or from a Unit. In the event that any tenant, occupant, guest or invitee of a Unit violates the Neighborhood Declaration, Articles of Incorporation, Bylaws or a rule or regulation and a fine is imposed, the fine may first be assessed against such person; provided, however, if the fine is not paid by such person within the time period set by the Board of Directors, the Owner of such Unit shall pay the fine upon notice from the Neighborhood Association. All fines and suspensions imposed pursuant to this paragraph shall be imposed in accordance with the applicable requirements of the Florida Statutes. The failure of the Board of Directors to enforce any provision of the Neighborhood Declaration, Articles of Incorporation, Bylaws or any rule or regulation shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder for any violation other than the failure to pay assessments, the Board of Directors or its delegate (or the Covenants Committee, if any) shall serve the alleged violator with written notice by mail, hand delivery or other delivery at the address of the alleged violator contained in the records of the Neighborhood Association, or if no address of the alleged violator is on record, then by posting written notice at the site of the alleged violation describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the Board of Directors (or the Covenants Committee, if any) for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within the period of time provided in (iii) for requesting a hearing. If a timely challenge is not made, the sanction stated in the notice shall be imposed. The sanction may include, without limitation, sanctions that will automatically be imposed by the Neighborhood Association in the event the violation is not abated or recurs within a stated period from the alleged violation. Copies of notices and proof of notice shall be placed in the records of the Neighborhood Association. Proof of notice shall be deemed adequate if a copy of the notice, together with statement of the date and manner of delivery, is entered by the officer, director or agent who delivered such notice, or if the alleged violator requests a hearing within the time period stated in the notice.

(b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held before a committee of at least three (3) members appointed by the Board of Directors who are not officers, directors, or employees of the Association and are not related within the first

degree of any of the forgoing. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, recommended by the committee to be imposed by the Board of Directors. In the event the committee, by majority vote, does not approve a proposed fine, suspension or other sanction, it may not be imposed.

(c) Appeal. Following a hearing, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President or Secretary of the Neighborhood Association within ten (10) days after the hearing date. The decision of the Board of Directors shall be final.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Neighborhood Association, acting through the Board of Directors, may elect to enforce any provision of the Neighborhood Declaration, the Articles of Incorporation, these Bylaws, or the rules and regulations of the Neighborhood Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation, to recover monetary damages, or to seek any other appropriate remedy, or any combination of the foregoing, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' and paralegals' fees incurred by the Neighborhood Association, whether suit be brought or not, and including those incurred on appeal, if any.

Article IV

Officers

Section 1. Officers. The officers of the Neighborhood Association shall be a President, Vice President, Secretary and Treasurer, to be elected from among the members of the Board of Directors. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except that the offices of President and Secretary may not be held by the same person simultaneously.

Section 2. Election, Term of Office, and Vacancies. The officers of the Neighborhood Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Neighborhood Association, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Neighborhood Association will be served thereby.

Section 4. Powers and Duties. The officers of the Neighborhood Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time, specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Neighborhood Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Neighborhood Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases and other instruments of the Neighborhood Association shall be executed by the President or the Vice-President or by such other person or persons as may be designated by resolution of the Board of Directors. All checks shall be executed by no less than two officers of the Board of Directors or such other person or persons as may be designated by resolution of the Board of Directors.

Article V

Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be provided for in the Neighborhood Declaration, these Bylaws, the Articles of Incorporation or designated by a resolution adopted by a majority of the directors of the Board of Directors present at a meeting at which a quorum is present. Such committees shall perform such duties and have such powers as may be provided in the Neighborhood Declaration, the Articles of Incorporation, these Bylaws and the resolution of the Board of Directors. In the event of conflict in the terms of any of the foregoing, the Neighborhood Declaration, Articles of Incorporation, Bylaws and resolutions of the Board of Directors (in that order) shall prevail. Each committee shall operate in accordance with the terms related thereto, the rules adopted by the Board of Directors and the terms and provisions of the Neighborhood Declaration, the Articles of Incorporation and these Bylaws.

Section 2. Covenants Committee. In addition to any other committees which are established by the Board of Directors pursuant to Section 1 of this Article, the Board of Directors shall appoint a Covenants Committee consisting of at least three (3) and no more than five (5) members. Members of the Covenants Committee may not be officers, directors or employees of the Neighborhood Association, or the spouse, parent, child, brother or sister of an officer, director or employee. Acting in accordance with the provisions of the Neighborhood Declaration, these Bylaws and resolutions the Board of Directors may adopt, the Covenants Committee shall be the hearing tribunal of the Neighborhood Association for violations of the Neighborhood Declaration and shall conduct all hearings held pursuant to Article III, Section 21

of these Bylaws. The Covenants Committee shall be formed and hold its proceedings in accordance with the requirements of the Florida Statutes.

Section 3. Modification Review Committee. In addition to any other committees which are established by the Board of Directors pursuant to Section 1 of this Article, the Board of Directors shall appoint a Modification Review Committee consisting of at least three (3) and no more than five (5) members. Such appointment shall happen contemporaneously with the Neighborhood Declarant's assignment and delegation of the authority and power of the Plan Review Committee to the Modification Review Committee and not before such time. Acting in accordance with the provisions of the Neighborhood Declaration, these Bylaws and resolutions the Board of Directors may adopt, the Modification Review Committee shall review and either approve or deny all applications for modifications to Units. The Modification Review Committee may, subject to the provisions of the Declaration, promulgate reasonable rules and policies to regulate the modification review application procedure.

Article VI

Indemnification

The Neighborhood Association shall indemnify every officer, director, committee member and employee of the Neighborhood Association against any and all costs and expenses, including reasonable attorneys' and paralegals' fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the Neighborhood Association. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the Neighborhood Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Neighborhood Association (except to the extent they may also be members of the Neighborhood Association), and the Neighborhood Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The Neighborhood Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Article VII

Books and Records

Section 1: Official Records. The Neighborhood Association shall maintain each of the following items, when applicable, which constitute the official records of the Neighborhood Association:

(a) copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Neighborhood Association is obligated to maintain, repair, or replace;

(b) a copy of the Bylaws of the Neighborhood Association (as may be amended);

(c) a copy of the Articles of Incorporation of the Neighborhood Association (as may be amended);

(d) a copy of the Neighborhood Declaration (as may be amended);

(e) a copy of the Rules and Regulations of the Neighborhood Association;

(f) the minutes of all meetings of the Board of Directors and of the members, which minutes must be retained for at least seven (7) years;

(g) a current roster of all members and their mailing addresses and parcel identifications, as well as the electronic mailing addresses and the numbers designated by members who consent to receive notice sent by electronic transmission, such electronic information to be removed from association records when member consent is revoked;

(h) all of the Neighborhood Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;

(i) a current copy of all contracts to which the Neighborhood Association is a party, including without limitation, any management agreement, lease, or other contract under which the Neighborhood Association has any obligation or responsibility; bids received by the Neighborhood Association for work to be performed must also be considered official records and must be kept for a period of one year;

(j) the financial and accounting records of the Neighborhood Association, kept according to good accounting practices, which must be maintained for a period of at least seven (7) years, and shall include:

(1) accurate, itemized and detailed records of all receipts and expenditures;

(2) a current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and the amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due;

(3) all tax returns, financial statements, and financial reports of the Neighborhood Association; and

(4) any other records that identify, measure, record or communicate financial information.

(k) a copy of the disclosure summary described in Florida Statutes subsection 720.401(1); and

(l) all other written records of the Neighborhood Association not specifically included in the forgoing which are related to the operation of the Neighborhood Association.

Section 2. Inspection and Copying of Records. The official records shall be maintained within the State of Florida and shall be open to inspection and available for photocopying by Mortgagees, members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Board of Directors may establish reasonable written rules regarding the frequency, time, location, notice and manner of inspections in accordance with applicable provisions of the Florida Statutes. The Board of Directors may impose fees to cover the costs of providing copies of the official records, including, without limitation, the cost of copying. The Neighborhood Association shall maintain an adequate number of copies of the recorded governing documents to ensure their availability to members and prospective members, and may charge only the actual costs for reproducing and furnishing these documents to persons entitled to receive them. Every director of the Board of Directors shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Neighborhood Association and the physical properties owned or controlled by the Neighborhood Association. The right of inspection by a director of the Board of Directors includes the right to make extracts and a copy of relevant documents at the expense of the Neighborhood Association. Notwithstanding anything to the contrary in the preceding sentences, the following records shall not be assessable to members or Owners:

(a) Any record protected by the lawyer-client privilege or work product privilege, included but not limited to, any record prepared by the Neighborhood Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy or legal theory of the attorney or the Neighborhood Association and was prepared exclusively for or in anticipation of civil or criminal litigation or adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceeding.

(b) Information obtained by the Neighborhood Association in connection with the approval of the lease, sale or other transfer of a parcel.

(c) Disciplinary, health, insurance and personnel records of the Neighborhood Association's employees.

(d) Medical records of Owners or community residents.

Section 3. Annual Budget. The Neighborhood Association shall prepare an annual budget. The budget shall reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year. The budget shall set out separately all fees or charges for recreational amenities, whether owned by the Neighborhood Association

or another person. The Neighborhood Association shall provide each member with a copy of the annual budget or written notice that a copy of the budget is available upon request at no charge to the member.

Section 4. Accounts and Reports. Within ninety (90) days after the close of the Neighborhood Association's fiscal year, annual financial reports in conformity with Section 720.303(7), Florida Statutes, as may be amended or renumbered from time to time, shall be prepared. The Neighborhood Association shall provide each member with a copy of the annual financial report or written notice that a copy of the financial report is available within ten (10) days upon written request at no charge to the member. The financial report shall be prepared in accordance with the classifications and procedures of the applicable provisions of the Florida Statutes. In addition to such financial reports, a confidential delinquency report shall be prepared for the Board of Directors listing all Owners who are delinquent in paying the installments of assessments at the time of the report. The Board of Directors may engage the services of an accountant to prepare, review or audit such reports as determined by the Board of Directors and any expenses in connection therewith shall be Common Expenses.

Article VIII

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Neighborhood Association shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board of Directors' resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Neighborhood Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Neighborhood Declaration or these Bylaws.

Section 3. Conflicts. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Neighborhood Declaration, and these Bylaws, the provisions of Florida law, the Neighborhood Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

Section 4. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a member, at the address which the member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such member; or

(b) if to the Neighborhood Association, the Board of Directors, or the managing agent, at the principal office of the Neighborhood Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the members pursuant to this Section.

Section 5. Amendment. These Bylaws may be amended only by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of at least a majority of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. The amendment shall be effective upon adoption and a copy thereof shall be recorded in the public records of Brevard County, Florida. Notwithstanding anything to the contrary set forth herein, the Neighborhood Declarant may unilaterally amend these Bylaws at any time to include any provisions which may be required by any federal, state or local governmental entity, agency or authority.

No amendment may remove, revoke, or modify any right or privilege of Neighborhood Declarant or the Class "B" member without the written consent of Neighborhood Declarant or the Class "B" member as appropriate, or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

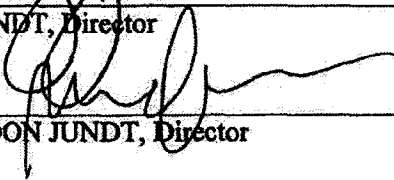
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[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the members of the Board of Directors and Neighborhood
Declarant have executed and adopted these Bylaws of CARRIAGE POINTE HOA, INC., this
30th day of April, 2019.


LENN HAFFEMAN, Director


JOE JUNDT, Director


BRANDON JUNDT, Director