

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

JEFFREY R. MARGOLIS, ESQ.
BERGER SINGERMAN LLP
350 EAST LAS OLAS BOULEVARD
SUITE 1000
FORT LAUDERDALE, FLORIDA 33301

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4191411 05/18/2016 at 01:46 PM
OR BOOK 3869 PAGE 2110 - 2251 Doc Type: DEC
RECORDING: \$1208.50

DECLARATION FOR LAKEPARK

TABLE OF CONTENTS

	Page
1. Recitals.....	1
2. Definitions.....	1
3. Plan of Development.....	10
4. Amendments	10
4.1 General Restrictions on Amendments.....	10
4.2 No Vested Rights.....	11
4.3 Amendments Prior to and Including the Turnover Date.....	11
4.4 Amendments After the Turnover Date.....	11
5. Annexation and Withdrawal	11
5.1 Annexation by Developer	11
5.2 Annexation by Association.....	11
5.3 Withdrawal	12
6. Dissolution	12
6.1 Generally	12
6.2 Applicability of Declaration after Dissolution.....	12
7. Binding Effect and Membership	12
7.1 Term.....	12
7.2 Transfer.....	12
7.3 Membership	13
7.4 Ownership by Entity	13
7.5 Voting Interests.....	13
7.6 Document Recordation by Owners Prohibited	13
7.7 Composition of the Board.....	13
7.8 Conflicts.....	13
7.9 Cooperation with the Neighborhood Association and Community Association.....	13
8. Paramount Rights of Developer	14

9.	Operation of Common Areas	14
9.1	Prior to Conveyance.....	14
9.2	Construction of Common Areas Facilities.....	14
9.3	Use of Common Areas by Developer	14
9.4	Conveyance.....	14
	9.4.1 Generally	14
	9.4.2 Form of Deed.....	15
9.5	Operation after Conveyance	16
9.6	Paved Areas	16
9.7	Delegation and Managers	16
9.8	Use	16
	9.8.1 Nonexclusive Use.....	16
	9.8.2 Right to Allow Use.....	17
	9.8.3 Obstruction of Common Areas.....	17
	9.8.4 Waterbodies.....	17
	9.8.5 Assumption of Risk	17
	9.8.6 Owner's Obligation to Indemnify.....	18
9.9	Rules and Regulations	18
	9.9.1 Generally	18
	9.9.2 Developer Not Subject to Rules and Regulations.....	18
9.10	Public Facilities	18
9.11	Lift Station	18
9.12	Default by Another Owner	19
9.13	Special Taxing Districts.....	19
9.14	Association's Obligation to Indemnify	19
9.15	Site Plans and Plats	19
10.	Tradition Community Development District No. 6.....	19
10.1	Generally	20
10.2	Creation of the District	20
10.3	District Assessments	20
10.4	Common Areas and Facilities Part of District	21
10.5	Facilities Owned by the District	21
11.	Maintenance by Association	21
11.1	Common Areas	21
11.2	District Facilities.....	21
11.3	Canvas Canopies and Awnings.....	21
11.4	Drainage.....	21
11.5	Maintenance of Lawn and Landscaping	21
11.6	Sprinkler Systems and Irrigation	22
11.7	Lake Slope Maintenance.....	22
11.8	Street Lighting	22
11.9	Party Roofs	22
11.10	Painting.....	22
11.11	Driveways and Walkways.	23
11.12	Perimeter Walls, Wing Walls, Sign Walls.....	23
11.13	Entrance Features.....	23
11.14	Public Roads	23
11.15	Private Roads.....	23
11.16	Surface Water Management System	23
	11.16.1 Duty to Maintain.....	23
	11.16.2 Construction	23
	11.16.3 Easements.....	24
	11.16.4 Disturbance of Drainage Areas.....	24
	11.16.5 Monitoring.....	24

	11.16.6	Removal of Improvements	24
	11.16.7	Amendments Affecting the Surface Water Management System	24
	11.17	Trash Removal.....	24
	11.18	Adjoining Areas.....	25
	11.19	Negligence	25
	11.20	Right of Entry	25
	11.21	Maintenance of Property Owned by Others.....	25
	11.22	Maintenance of Community	25
12.		Maintenance by Owners.....	25
	12.1	Standard of Maintenance	25
	12.2	Single Family Home Painting	26
	12.3	Landscape Maintenance Standards.....	26
	12.3.1	Trees.....	26
	12.3.2	Shrubs.....	26
	12.3.3	Grass.....	26
	12.3.3.1	Cutting Schedule	26
	12.3.3.2	Edging	26
	12.3.3.3	Dead Grass	26
	12.3.4	Landscape Replacement	26
	12.3.5	Mulch	26
	12.3.6	Insect Control and Disease	26
	12.3.7	Fertilization	26
	12.3.8	Irrigation.....	26
	12.3.9	Weeding.....	26
	12.3.10	Trash Removal.....	26
	12.4	Enclosed Yard and/or Common Areas.....	26
	12.5	Weeds and Refuse.....	27
	12.6	Pest Control	27
	12.7	Outdoor Illumination	27
	12.8	Driveways and Walkways	27
	12.9	Water and Sewer Lines.....	27
	12.10	Right of Association to Enforce.....	28
13.		Party Walls.....	28
	13.1	General Rules of Law to Apply	28
	13.2	Sharing of Repair, Replacement and Maintenance for Party Walls.....	28
	13.2.1	Generally	28
	13.2.2	Failure to Contribute.....	28
	13.2.3	Alterations	28
	13.2.4	Weatherproofing.....	28
	13.2.5	Easements.....	28
14.		Party Roofs.....	29
	14.1	General Rules of Law to Apply	29
	14.2	Sharing of Repair, Replacement and Maintenance for Party Roofs.....	29
	14.2.1	Generally	29
	14.2.2	Alterations	29
	14.2.3	Emergency Repairs.....	29
	14.3	Easements	30
15.		Use Restrictions	30
	15.1	Applicability	30
	15.2	Alterations and Additions	30
	15.3	Animals.....	30
	15.4	Artificial Vegetation	30

15.5	Cars and Trucks	30
15.5.1	Parking.....	30
15.5.2	Repairs and Maintenance of Vehicles	31
15.5.3	Prohibited Vehicles	31
15.6	Casualty Destruction to Improvements.....	31
15.7	Commercial Activity.....	31
15.8	Completion and Sale of Homes	32
15.9	Control of Contractors	32
15.10	Cooking	32
15.11	Decorations	32
15.12	Disputes as to Use.....	32
15.13	Dog Park	32
15.14	Drainage System.....	32
15.15	Extended Vacations and Absences	33
15.16	Fences/Walls/Screens	33
15.17	Fire Extinguishers and Smoke Detectors	33
15.18	Fuel Storage.....	33
15.19	Garages	33
15.20	Garbage Cans.....	33
15.21	General Use Restrictions	34
15.22	Generators.....	34
15.23	Hurricane Shutters	34
15.24	Irrigation.....	34
15.25	Landscape Lighting.....	34
15.26	Landscaping; Removal of Sod and Shrubbery; Additional Planting	35
15.27	Laundry.....	35
15.28	Lawful Use.....	35
15.29	Leases, Licenses and Occupancy Agreements.....	35
15.30	Minor's Use of Facilities	36
15.31	Nuisances.....	36
15.32	Oil and Mining Operations	36
15.33	Painting.....	36
15.34	Personal Property.....	36
15.35	Pools	36
15.36	Removal of Soil and Additional Landscaping	36
15.37	Driveways and Pressure Treatment	36
15.38	Rights to Stormwater Runoff, Effluent, and Water Reclamation.....	36
15.39	Satellite Dishes and Antennas.....	37
15.40	Screened Enclosures	37
15.41	Service Providers	37
15.42	Signs and Flags	37
15.43	Sports Equipment.....	38
15.44	Storage.....	38
15.45	Subdivision and Regulation of Land.....	38
15.46	Substances.....	38
15.47	Swimming, Fishing, Boating, Docks and Wildlife	38
15.48	Use of Homes	38
15.49	Visibility on Corners.....	38
15.50	Water Intrusion	38
15.51	Wells and Septic Tanks.....	39
15.52	Wetland and Conservation Areas.....	39
15.52.1	Generally	39
15.52.2	Prohibited Actions in the Conservation Areas.....	39
15.53	Windows or Wall Units	40
15.54	Window Treatments.....	40

16.	Insurance	40
16.1	Common Areas	40
16.1.1	Casualty	40
16.1.2	Flood Insurance	40
16.1.3	Liability Insurance	40
16.1.4	Directors and Officers Liability Insurance	40
16.1.5	Other Insurance	41
16.1.6	Developer	41
16.2	Homes	41
16.2.1	Requirement to Maintain Insurance	41
16.2.2	Association Insurance	42
16.2.3	Owners Personal Coverage	42
16.2.4	Association Has No Liability	42
16.3	Fidelity Bonds	42
16.4	Association as Agent	43
16.5	Casualty to Common Areas	43
16.6	Nature of Reconstruction	43
16.7	Additional Insured	43
16.8	Cost of Payment of Premiums	43
16.9	Insurance Deductibles	43
16.10	Repair Costs Exceed the Amount of Insurance Proceeds	43
16.11	Owner Responsibility	43
17.	Reconstruction, Repair or Demolition	43
17.1	Reconstruct or Repair	44
17.2	Substantial Damage; Determination to Reconstruct or Repair	44
17.3	Standard of Work	44
17.4	Additional Rights of Association	45
17.5	Rights of City and/or County	45
18.	Property Rights	45
18.1	Owners' Easement of Enjoyment	45
18.2	Yard Areas	46
18.3	Access, Ingress and Egress, and Parking	46
18.4	Maintenance Easement	46
18.5	Development Easement	46
18.6	Signage	47
18.7	Public Easements	47
18.8	Delegation of Use	47
18.9	Easement for Encroachments	47
18.10	Permits, Licenses and Easements	47
18.11	Support Easement and Maintenance Easement	47
18.1	Easement for Unintentional and Non-Negligent Encroachments	47
18.2	Drainage	48
18.3	Reservation to Grant Additional Easements	48
18.4	Blanket Easement in Favor of Association	48
18.5	Blanket Easement in Favor of Neighborhood Association	48
18.6	Blanket Easement in Favor of Community Association	48
18.7	Blanket Easement in Favor of Developer	48
18.8	Blanket Easement in Favor of the District	49
18.9	Blanket Easement in Favor of the City	49
18.10	Duration	49
19.	Assessments	49
19.1	Types of Assessments	49
19.2	Purpose of Assessments	49

19.3	Covenant for Maintenance Assessments for Association	50
19.4	Designation	50
19.5	Allocation of Operating Costs	50
19.6	General Assessments Allocation.....	51
19.7	Use Fees and Individual Assessment.....	51
19.8	Commencement of First Assessment.....	51
19.9	Deficit Funding, Guarantee of Assessments, Shortfalls and Surpluses	51
	19.9.1 Deficit Funding.....	51
	19.9.2 Guarantee of Assessments	51
	19.9.3 Surpluses	52
19.10	Budget.....	52
19.11	Establishment of Assessments	53
19.12	Resale Contribution	53
19.13	Community Enhancement Fee.....	53
19.14	Assessment Estoppel Certificates	54
19.15	Payment of Home Real Estate Taxes.....	54
19.16	Creation of the Lien and Personal Obligation.....	54
19.17	Contest of Lien	55
19.18	Subordination of the Lien to Mortgages	55
19.19	Subordination of Lien to Neighborhood Association Lien	55
19.20	Subordination of Lien to Community Association Lien	55
19.21	Acceleration	56
19.22	Non-Payment of Assessments.....	56
19.23	Payments by Lessees, Licensees or Occupants	56
	19.23.1 Demand by Association.....	56
	19.23.2 Prepaid Rent and other Occupancy Fees	57
	19.23.3 Increases in Monetary Obligations	57
	19.23.4 Association Rights Under Chapter 83, Florida Statutes	57
	19.23.5 No Rights as Owner.....	57
19.24	Lender	57
19.25	Exemption.....	58
19.26	Collection by Developer	58
19.27	Rights to Pay Assessments and Receive Reimbursement.....	58
19.28	Collection of Assessments	58
19.29	Mortgagee Right	58
19.30	Collection of Neighborhood Association Assessments	58
19.31	Collection of Community Association Assessments	59
20.	Information to Lenders and Owners.....	59
	20.1 Availability	59
	20.2 Copying	59
	20.3 Notice.....	59
	20.4 Consent of Lenders	59
	20.5 Conflicts.....	60
21.	Architectural Control	60
	21.1 Architectural Review Committee	60
	21.2 Membership	60
	21.3 General Plan.....	60
	21.4 Village Plan	61
	21.5 Village Standards.....	61
	21.6 Quorum.....	61
	21.7 Power and Duties of the ARC.....	61
	21.8 Procedure	61
	21.9 Alterations.....	62
	21.10 Variances	62

21.11	Permits	62
21.12	Construction by Owners	63
21.13	Inspection.....	63
21.14	Violation	63
21.15	Court Costs	64
21.16	Certificate	64
21.17	Certificate of Compliance.....	64
21.18	Exemption.....	64
21.19	Exculpation.....	64
22.	Neighborhood Association.....	64
22.1	Easement.....	64
22.2	Neighborhood Recreational Facilities.....	65
23.	Community Association.....	65
23.1	Community Association Documents	65
23.2	Community Systems.....	65
23.3	Telecommunications Services	65
23.4	Maintenance.....	65
23.5	Easement.....	65
24.	Owners Liability.....	66
24.1	Loop System Irrigation.....	66
24.2	Right to Cure. Should any Owner do any of the following:	66
24.3	Non-Monetary Defaults	66
24.4	Expenses	67
24.5	No Waiver.....	67
24.6	Rights Cumulative	67
24.7	Enforcement By or Against Other Persons	67
24.8	Fines and Suspensions	67
25.	Additional Rights of Developer	68
25.1	Sales and Administrative Offices.....	68
25.2	Modification	69
25.3	Promotional Events.....	69
25.4	Use by Prospective Purchasers	69
25.5	Franchises	69
25.6	Management	69
25.7	Easements	69
25.8	Right to Enforce.....	70
25.9	Additional Development.....	70
25.10	Representations.....	70
25.11	Telecommunications Services	70
	25.11.1 Right to Contract for Telecommunications Services	70
	25.11.2 Easements.....	70
	25.11.3 Restoration.....	70
	25.11.4 Operating Costs	71
25.12	Non-Liability	71
25.13	Resolution of Disputes.....	72
25.14	Venue.....	72
25.15	Reliance	72
25.16	Access Control System	72
	25.16.1 Components.....	73
	25.16.2 Part of Operating Costs	73
	25.16.3 No Warranty.....	73
	25.16.4 Owners' Responsibility.....	73

26.	Selling, Leasing and Disposition of Homes	74
26.1	Transfers Subject to Approval	74
26.1.1	Sale	74
26.1.2	Lease, License and Occupancy Agreement	74
26.1.3	Devise or Inheritance	74
26.1.4	Gift	74
26.1.5	Other Transfers	74
26.1.6	Notification of Transfers	74
26.1.7	Notification of Leases	74
26.2	Approval by Association	74
26.2.1	Notice to Association	74
26.2.1.1	Sale	75
26.2.1.2	Lease, License, Occupancy Agreement	75
26.2.1.3	Devise or Inheritance	75
26.2.1.4	Gift; Other Transfers	75
26.2.1.5	Failure to Give Notice	75
26.2.1.6	Effect and Manner of Notice	75
26.2.2	Certificate of Approval	75
26.2.2.1	Sale	75
26.2.2.2	Lease, License, Occupancy Agreement	75
26.2.2.3	Devise or Inheritance	76
26.2.2.4	Gift, Other Transfer	76
26.2.3	Approval of Owner Other Than an Individual	76
26.3	Disapproval by Association	76
26.3.1	Sale	76
26.3.2	Lease, License, Occupancy Agreement	77
26.3.3	Transfer by Devise or Inheritance	77
26.3.4	Gift and Other Transfers	77
26.4	Exceptions	77
26.5	Unauthorized Transactions	77
26.6	Notice of Lien or Suit	77
26.6.1	Notice of Lien	77
26.6.2	Notice of Suit	78
26.6.3	Failure to Comply	78
27.	Planned Unit Development	78
28.	Refund of Taxes and Other Charges	78
29.	Assignment of Powers	78
30.	Senior Housing Restrictions	78
30.1	Age of Residents	78
30.2	Sale, Lease or Transfer	78
30.3	Change of Occupancy	78
30.4	Maintaining Age Records	79
30.5	Enforcement of Provisions	79
30.6	County Educational Facilities Impact Fees	79
31.	General Provisions	79
31.1	Authority of Board	79
31.2	Severability	79
31.3	Execution of Documents	79
31.4	Affirmative Obligation of Association	80
31.5	Notices	80
31.6	Florida Statutes	80

31.7	No Obligation to Enforce.....	80
31.8	Construction Activities	80
31.9	Utilities	81
31.10	Village Title Documents.....	81
32.	Disclaimer of Warranties	81
33.	Community Developer	82

Exhibits

1. Legal Description
2. Articles of Incorporation
3. By-Laws
4. CDD Disclosure
5. Permit

**DECLARATION FOR
LAKEPARK**

THIS DECLARATION FOR LAKEPARK (this "**Declaration**") is made by Minto TownPark, LLC, a Florida limited liability company ("**Minto**") and joined in by LakePark at TownPark Homeowners Association, Inc., a Florida not-for-profit corporation ("**Association**"), TownPark Master Association, Inc., a Florida not-for-profit corporation ("**Neighborhood Association**"), and Tradition Community Association, Inc., a Florida not-for-profit corporation ("**Community Association**").

R E C I T A L S

- A. Minto is the owner of the real property in St. Lucie County, Florida ("**County**"), as more particularly described in **Exhibit 1** attached to and made a part of this Declaration ("**LakePark**").
- B. Subject to the terms of this Declaration, Minto presently intends (although Minto does not obligate itself to do so) to develop a community upon the real property described in **Exhibit 1** and such other properties as Minto may, without obligation, subject to this Declaration from time to time.
- C. Minto may unilaterally, in its sole and absolute discretion, from time to time, elect to: (i) subject additional properties to this Declaration or withdraw portions of properties from this Declaration; (ii) amend this Declaration; and/or (iii) impose additional covenants, conditions and restrictions not set forth in this Declaration on such additional portions of properties.
- D. Association is the owners association for LakePark and is responsible for the administration, enforcement and performance of certain duties under this Declaration.
- E. This Declaration is a covenant running with all of the land comprising LakePark, and each present and future owner of interests therein and their heirs, devisees, personal representatives, successors or assigns are hereby subject to this Declaration.

NOW THEREFORE, Minto hereby declares that LakePark, together with such additions to LakePark as are subsequently made pursuant to Section 5 of this Declaration, shall be owned, held, transferred, sold, conveyed, used, leased, mortgaged, occupied and improved subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens created or provided for by this Declaration, which shall run with LakePark and any part thereof.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.
2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms in this Declaration shall have the following meanings:

"**Access Control System**" shall mean any surveillance and/or monitoring and/or other system intended to control access, provide alarm service, and/or enhance the welfare of LakePark exclusively. By way of example, and not of limitation, the term Access Control System may include electronic entrance gates, perimeter fences, pedestrian gates, a manned or unmanned gatehouse, a roving attendant and/or any combination thereof. DEVELOPER DOES NOT INTEND TO PROVIDE OR INSTALL ANY ACCESS CONTROL SYSTEM AT THE ENTRANCES TO LAKEPARK OTHER THAN THE ENTRANCE FROM TRADITION PARKWAY. THE PROVISION OF AN ACCESS CONTROL SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN LAKEPARK. DEVELOPER, ASSOCIATION AND NEIGHBORHOOD ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY ACCESS CONTROL SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE ACCESS CONTROL SYSTEM IS DESIGNED TO MONITOR AND/OR CONTROL

THE SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME OR PARCEL ACKNOWLEDGES THAT DEVELOPER AND ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, OFFICERS, MEMBERS, PARTNERS AND AFFILIATES, ARE NOT INSURERS OF OWNERS OR HOMES OR PARCELS, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES OR PARCELS. DEVELOPER, ASSOCIATION AND NEIGHBORHOOD ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY INTRUSIONS OR ANY OTHER SUCH OCCURRENCES.

“**ACOE**” shall mean the United States Army Corps of Engineers.

“**ACOE Permit**” shall mean the United States Army Corps of Engineers Permit Number SAJ-2004-02484 (SP-CF), a copy of which is included as part of **Exhibit 5** to this Declaration.

“**Act**” shall have the meaning set forth in Section 30.1 of this Declaration.

“**ARC**” shall mean the Architectural Review Committee for LakePark established pursuant to Section 21 of this Declaration.

“**Articles**” shall mean the Articles of Incorporation of Association filed with the Florida Department of State in the form attached to this Declaration as **Exhibit 2** and made a part of this Declaration, as amended from time to time.

“**Assessments**” shall mean any assessments made in accordance with this Declaration and as further defined in Section 19 of this Declaration.

“**Association**” shall mean LakePark at TownPark Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

“**Association Documents**” shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Village Standards, as amended from time to time.

“**Board**” shall mean the Board of Directors of Association.

“**Bonds**” shall have the meaning set forth in Section 10.2 of this Declaration.

“**Builder**” shall mean any person or entity that purchases a Parcel or Lot from Developer for the purpose of constructing one (1) or more Homes.

“**By-Laws**” shall mean the By-Laws of Association in the form attached as **Exhibit 3** to and made a part of this Declaration, as amended from time to time.

“**Cable Services**” shall mean “basic service tier” as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, individual satellite dishes, multipoint distribution systems, video dialtone, open video system or any combination thereof.

“**Charge**” shall mean the obligation of an Owner to pay or reimburse money to the Association that is not secured as an Assessment but which will, if not paid, (i) be a lien in favor of the Association encumbering the Home and all personal property located thereon owned by the Owner against whom such Charge is made, and (ii) will give rise to a cause of action against the Owner pursuant to this Declaration, in which case the Association shall also be entitled to recover reasonable attorneys’ fees and costs in relation to such action.

“City” shall mean the City of Port St. Lucie, Florida, its agencies, divisions, departments and attorneys or agents authorized to act on its behalf.

“Common Areas” shall mean all real property interests and personalty within LakePark designated as Common Areas from time to time by Plat, this Declaration, a recorded amendment to this Declaration, or otherwise, and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within LakePark, as well as any area dedicated to, or reserved for, the Association on any recorded Plat, or replat, of the Properties. The Common Areas may include, without limitation, open space areas, internal buffers, entranceways and entrance features, private streets and roads, perimeter buffers, perimeter walls and fences, landscaping and landscaped areas, easement areas owned by others, public rights of way, additions, lakes, irrigation pumps, irrigation lines, Surface Water Management System (to the extent not a common area of the Neighborhood or Community and to the extent not part of the Facilities), Access Control System (if any), sidewalks, street lights and other outside lighting, service roads, walls, commonly used utility facilities, project signage, parking areas, and an amenity center including a pool, spa, fitness center, restrooms, a multipurpose room, a dog park, and covered lanai. The Common Areas do not include any portion of a Home. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DEFINITION OF “COMMON AREAS” AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER’S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. Further, and without limiting the foregoing, it is possible that certain areas that would otherwise be Common Areas shall be dedicated and/or conveyed to the District and comprise part of the Facilities. Moreover, if any of the foregoing items identified as possible Common Areas are included as part of the common areas of the Neighborhood or Community, the same shall not be included in Common Areas.

“Community” shall mean the community in County known as Tradition which is legally described on Exhibit A and Exhibit B to the Community Declaration. The Neighborhood and LakePark are part of the Community.

“Community Assessments” shall have the meaning set forth in Section 19.31 of this Declaration.

“Community Association” shall mean Tradition Community Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

“Community Association Documents” shall mean the Community Declaration, the articles and by-laws of the Community Association, the rules and regulations, design guidelines and other architectural review requirements of the Community Association, all of which as may be amended, modified and supplemented from time to time.

“Community Declaration” shall mean the Community Charter for Tradition, recorded in Official Records Book 1700 at Page 868, of the Public Records, as amended and supplemented by First Amendment to Community Charter for Tradition recorded in Official Records Book 2700 at Page 117; Corrective First Amendment to Community Charter for Tradition recorded in Official Records Book 2754 at Page 1620; Second Amendment to Community Charter for Tradition recorded in Official Records Book 2728 at Page 735; Amendment to Community Charter for Tradition recorded in Official Records Book 2831 at Page 2138; Amendment to Community Charter for Tradition recorded in Official Records Book 2990 at Page 279; Amendment to Community Charter for Tradition recorded in Official Records Book 3017 at Page 219; Amendment to Community Charter for Tradition recorded in Official Records Book 3040 at Page 2278; Amendment to Community Charter for Tradition recorded in Official Records Book 3103 at Page 1260; First Supplement to Community Charter for Tradition recorded in Official Records Book 1828 at Page 2776; Second Supplement to Community Charter for Tradition recorded in Official Records Book 1876 at Page 955; Third Supplement to Community Charter for Tradition recorded in Official Records Book 1933 at Page 2042; Fourth Supplement to Community Charter for Tradition recorded in Official Records Book 1928 at Page 297; Fifth Supplement to Community Charter for Tradition recorded in Official Records Book 1932 at Page 528; Sixth Supplement to Community Charter for Tradition recorded in Official Records Book 1965 at Page 1624; Seventh Supplement to Community Charter for Tradition recorded in Official Records Book

2065 at Page 2167; Eighth Supplement to Community Charter for Tradition recorded in Official Records Book 2088 at Page 642; Eighth Supplement to Community Charter for Tradition recorded in Official Records Book 2274 at Page 1742; Ninth Supplement to Community Charter for Tradition recorded in Official Records Book 2126 at Page 715; Tenth Supplement to Community Charter for Tradition recorded in Official Records Book 2123 at Page 434; Eleventh Supplement to Community Charter for Tradition recorded in Official Records Book 2340 at Page 1583; Twelfth Supplement to Community Charter for Tradition recorded in Official Records Book 2441 at Page 944; Thirteenth Supplement to Community Charter for Tradition recorded in Official Records Book 2441 at Page 953; Fourteenth Supplement to Community Charter for Tradition recorded in Official Records Book 2465 at Page 2375; Fifteenth Supplement to Community Charter for Tradition recorded in Official Records Book 2699 at Page 608; Sixteenth Supplement to Community Charter for Tradition recorded in Records Book 2533 at Page 2019; Seventeenth Supplement to Community Charter for Tradition recorded in Book 2592 at Page 1316; Eighteenth Supplement to Community Charter for Tradition recorded in Official Records Book 2600 at Page 103; Twentieth Supplement to Community Charter for Tradition recorded in Official Records Book 2730 at Page 2180; and Supplement to Community Charter for Tradition recorded in Official Records Book 3071, Page 1090, all in the Public Records, as further amended and supplemented from time to time.

“Community Developer” shall have the same meaning as “Founder” in the Community Declaration.

“Community Enhancement Fee” shall have the meaning set forth in Section 19.13 of this Declaration.

“Community Systems” shall have the meaning set forth in Section 23.2 of this Declaration.

“Conservation Areas” shall have the meaning set forth in Section 15.52.1 of this Declaration.

“Contractors” shall have the meaning set forth in Section 21.12.2 of this Declaration.

“County” shall mean St. Lucie County, Florida, including all of its agencies, divisions, departments, attorneys or agents employed to act on its behalf.

“Data Transmission Services” shall mean (i) internet access services and (ii) enhanced services, as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

“Declaration” shall mean this Declaration, together with all amendments, supplements and modifications of this Declaration.

“Developer” shall mean Minto and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Developer under this Declaration; provided, however, in the event of a partial assignment, the written assignment may provide that the assignee shall not be deemed Developer but may exercise such rights of Developer specifically assigned to it. Any assignment of the rights of Developer may be made on a non-exclusive basis. Community Association shall be provided with written notice of any assignment of the rights of developer. The rights of Developer under this Declaration are independent of the Developer’s rights to control the Board, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Association upon the transfer of control of the Association.

“District” shall mean the community development district established pursuant to Chapter 190, Florida Statutes, and known as the Tradition Community Development District No. 6, which administers all or portions of LakePark, the Neighborhood and Community, including LakePark. The District has entered into that certain amended and restated interlocal agreement dated April 8, 2008 by and between Tradition Community Development District No. 1, Tradition Community Development District No. 2, Tradition Community Development District No. 3, Tradition Community Development District No. 4, Tradition Community Development District No. 5, Tradition Community Development District No. 7, Tradition Community Development District No. 8, Tradition Community Development District No. 9 and Tradition Community Development District No. 10, whereby Tradition Community Development District No. 6 (and the other Tradition Community Development Districts) delegated certain rights and

responsibilities to Tradition Community Development District No. 1. Therefore, references to the District in this Declaration shall refer to the Tradition Community Development District No. 1 where applicable.

“District Assessments” shall collectively mean District Debt Service Assessments and District Maintenance Special Assessments.

“District Debt Service Assessments” shall have the meaning set forth in Section 10.2 of this Declaration.

“District Maintenance Special Assessments” shall have the meaning set forth in Section 10.2 of this Declaration.

“District Revenue Bonds” shall have the meaning set forth in Section 10.2 of this Declaration.

“DRC” shall mean the Community Association’s Design Review Committee.

“Educational Facilities Impact Fee Ordinance” shall mean Article II of Chapter 24 of the St. Lucie County Code of Ordinances.

“Educational Facilities Impact Fees” shall mean the impact fees payable pursuant to the Educational Facilities Impact Fee Ordinance.

“Emergency Repairs” shall have the meaning set forth in Section 14.2.3 of this Declaration.

“Exhibits” shall mean (1) Legal Description of LakePark; (2) Articles of Incorporation of the Association; (3) By-Laws of the Association; (4) the CDD Disclosure and (5) the Permit, which are attached to this Declaration as Exhibits 1, 2, 3, 4, and 5 respectively. The foregoing Exhibits are incorporated into and made a part of this Declaration.

“Facilities” shall have the meaning set forth in Section 10.1 of this Declaration.

“FCC” shall have the meaning set forth in Section 15.39 of this Declaration.

“FHA” shall mean the Federal Housing Administration of the U.S. Department of Housing and Urban Development.

“FHLMC” shall mean the Federal Home Loan Mortgage Corporation.

“FNMA” shall mean the Federal National Mortgage Association.

“Foreclosing Lender” shall mean a Lender that acquires title to a Home or Parcel by foreclosure or judicial sale or by deed in lieu of foreclosure of a bona fide first mortgage on a Home or Parcel held by a Lender.

“GNMA” shall mean the Government National Mortgage Association.

“Guarantee Expiration Date” shall have the meaning set forth in Section 19.9.2.1 of this Declaration.

“Home” shall mean each residential home and appurtenances thereto constructed within LakePark. A Home shall include, without limitation, Villas (townhomes) and Single Family Homes. The term “Home” may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary certificate of occupancy for such residence; provided, however, the subsequent loss of such certificate of occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term “Home” includes any interest in land, improvements, or other property appurtenant to the Home.

“Improvement” shall have the meaning set forth in Section **Error! Reference source not found.** of this Declaration.

“Indemnified Parties” shall have the meaning set forth in Section 9.8.5 of this Declaration.

“Individual Assessments” shall have the meaning set forth in Section 19.2.5 of this Declaration.

“Installment Assessments” shall have the meaning set forth in Section 19.2.1 of this Declaration.

“LakePark” shall initially mean the community located on the property described in **Exhibit 1** to this Declaration (including all improvements thereon), plus whatever portions of adjacent or nearby properties (together with improvements thereon) that Minto declares as part of LakePark in any amendment to this Declaration, less whatever portions of such property (together with improvements thereon) that are declared to be withdrawn from the provisions of this Declaration in any amendment to this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of LakePark.

“Landscape Maintenance Standards” shall have the meaning as set forth in Section 12.3 of this Declaration.

“Lender” shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Parcel, Lot or Home, including, but not limited to, a federal or state chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company, GNMA, FNMA, FHLMC, an agency of the United States or any other governmental authority, including the VA and FHA, or any other similar type of lender generally recognized as an institutional type lender; and (ii) Developer and its affiliates, to the extent Developer or any of its affiliates finances the purchase of a Home, Lot or Parcel initially or by assignment of an existing mortgage.

“Lessee” shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within LakePark.

“Losses” shall have the meaning set forth in Section 9.8.6 of this Declaration.

“Lot” shall mean any platted residential lot shown on a Plat, or any parcel of land within LakePark where a Home is built or permitted to be built by the appropriate governmental authorities.

“Management Company” shall have the meaning set forth in Section 9.7 of this Declaration.

“Member” shall have the meaning set forth in Section 7.3 of this Declaration.

“Minto” shall mean Minto TownPark, LLC, a Florida limited liability company, its successors and/or assigns.

“MPUD” shall have the meaning set forth in Section 27 of this Declaration.

“MRTA” shall have the meaning set forth in Section 7.1 of this Declaration.

“Neighborhood” shall mean the community in County known as TownPark which is legally described on Exhibit A to the Neighborhood Declaration and depicted on the project plan attached as Exhibit F to the Neighborhood Declaration. TownPark is also a “Neighborhood,” as such term is defined in the Neighborhood Declaration. The Neighborhood is part of the Community. LakePark is part of the Neighborhood .

“Neighborhood ARC” shall mean the Architectural Review Committee of the Neighborhood Association.

“Neighborhood Assessments” shall have the meaning set forth in Section 19.30 of this Declaration.

“Neighborhood Association” shall mean TownPark Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns. TownPark Master Association is also a “Neighborhood Association” as such term is defined in the Neighborhood Declaration.

“Neighborhood Association Documents” shall mean the Neighborhood Declaration, the articles and by-laws of the Neighborhood Association, and any rules and regulations of the Neighborhood Association, all of which as may be amended, modified and supplemented from time to time.

“Neighborhood Declaration” shall mean the Declaration of Covenants, Restrictions and Easements for TownPark recorded in Official Records Book 2708, Page 1709, as amended by Amendment to Declaration of Covenants, Restrictions and Easements for TownPark recorded in Official Records Book 2964, Page 2813, Second Amendment to Declaration of Covenants, Restrictions and Easements for TownPark recorded in Official Records Book 3015, Page 1510, Third Amendment to Declaration of Covenants, Restrictions and Easements for TownPark recorded in Official Records Book 3281, Page 2063, and Fourth Amendment to Declaration of Covenants, restrictions and easements for TownPark and Amendment to By-Laws of TownPark Master Association, Inc. recorded in Official Records Book 3408, Page 1352, all in the Public Records, as the same may be further amended and supplemented from time to time, together with all amendments, supplements and modifications thereof.

“Neighborhood Recreational Facilities” shall have the meaning set forth in Section 22.2 of this Declaration.

“NFIP” shall have the meaning set forth in Section 16.1.2 of this Declaration.

“Operating Costs” shall mean all costs and expenses of the Association relating, directly or indirectly, to the ownership, operation, administration, management, insurance, maintenance, repair, replacement and/or alteration of the Common Areas to the extent not an operating cost of Neighborhood Association or Community Association, including, without limitation, all costs of ownership (to the extent that the Common Areas are owned by Association); janitorial services for the Common Areas; operation; administration; all amounts payable by Association; all amounts required to remove canvas canopies and awnings located on a Villa Building (other than those installed by Owners with ARC approval) or located within the Common Areas as required by this Declaration; all amounts required to maintain the Surface Water Management System to the extent not maintained by the Neighborhood Association, Community Association, or the District; all community lighting, including up-lighting and entrance lighting (if not the obligation of the Neighborhood Association, Community Association, or the District); all amounts payable in connection with any private street lighting agreement between Association and FPL or other utility company, if any; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners pursuant to an agreement between the Association and Telecommunications Provider (if any); utilities; taxes; insurance; bonds; Access Control Systems, if any; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; common area landscape maintenance; and any and all costs relating to the discharge of the obligations under the Association Documents, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association’s legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. In addition, in the event Association obtains and maintains insurance on Homes as provided in Section 16.2.1 of this Declaration, Operating Costs shall include all costs and expenses of the Association to obtain and maintain such insurance for Homes. If any of the foregoing items identified as possible Operating Costs are included as part of Neighborhood Assessments, Community Assessments or District Assessments, the same shall not be included in Operating Costs.

“Owner” shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term “Owner” shall not include Developer, Builders (until the Turnover Date) or a Lender.

“Parcel” shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term “Parcel” shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

“Party Roof” shall mean any roof built as part of the original construction of two or more Homes, which Homes are connected by one or more Party Walls.

“Party Wall” shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

“Permit” shall mean, collectively, the permit(s) issued by SFWMD relating to LakePark, a copy of which is/are included as part of **Exhibit 5** to this Declaration.

“Plat” shall mean any plat of any portion of LakePark recorded in the Public Records, as the same may be amended by Developer, from time to time, including Lake Park at Tradition - Plat 1 recorded in Plat Book 70, Page 35 of the Public Records.

“Properties” shall mean, collectively, all property subject to the terms of this Declaration initially and any property added by amendment to this Declaration.

“Public Infrastructure” shall have the meaning set forth in Section 10.2 of this Declaration.

“Public Records” shall mean the Public Records of the County.

“Required Demolition” shall have the meaning set forth in Section 17.2 of this Declaration.

“Required Repairs” shall have the meaning set forth in Section 17.1 of this Declaration.

“Resale Contribution” shall have the meaning set forth in Section 19.12 of this Declaration.

“Reserves” shall have the meaning set forth in Section 19.2.4 of this Declaration.

“Rules and Regulations” shall mean collectively the rules and regulations governing LakePark as adopted and amended by the Board from time to time.

“School Board” shall mean the School Board of St. Lucie County, Florida.

“Single Family Home” shall mean each free-standing single family home within LakePark.

“Single Family Home Required Demolition” shall have the meaning set forth in Section 17.2 of this Declaration.

“Site Plan” shall mean the final site plan of LakePark approved by the City, as amended from time to time with the City’s consent.

“SFWMD” shall mean the South Florida Water Management District.

“Special Assessments” shall mean those Assessments more particularly described as Special Assessments in Section 19.2.2 of this Declaration.

“Standard” shall have the meaning set forth in Section 21.3 of this Declaration.

“Substantial Damage” shall mean the cost of restoration or repair of damage to the Home that is equal to seventy-five percent (75%) or more of the replacement value of the Home immediately prior to such damage or destruction. The cost of restoration or repair of damage to a Home shall be estimated by at least two (2) reputable general contractors licensed by the State of Florida.

“Surface Water Management System” shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed and/or which is designed and constructed or implemented to control discharges which are necessitated by rain fall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges. This term may include, but is not

limited to, exfiltration trenches, wetlands, preserve areas, conservation areas, mitigation areas, lakes, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements, those works defined in Section 373.403(1)-(5) of the Florida Statutes. The term also includes those works authorized by SFWMD pursuant to the Permit. The Surface Water Management System shall be maintained by the Association only to the extent not maintained by the District, the Neighborhood Association and/or the Community Association. It is currently contemplated that the Surface Water Management System will be maintained by the District.

“Telecommunications Provider” shall mean any party contracting with Association and/or Owners directly to provide Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association and/or Owners such service, while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

“Telecommunications Services” shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term “Telecommunications Services” is to be construed as broadly as possible.

“Telecommunications Systems” shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to LakePark. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, individual satellite dishes, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennas, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

“Telephony Services” shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

“Toll Calls” shall have the meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

“Turnover Date” shall mean the date on which Developer transfers control of Association to the Owners. Without limiting the foregoing, Developer shall never be obligated to transfer control of Association prior to the date required by law on the date the Declaration is recorded.

“Use Fees” shall have the meaning set forth in Section 19.2.3 of this Declaration.

“VA” shall mean the U.S. Department of Veterans Affairs.

“Villa” shall mean each Home within LakePark which is part of a Villa Building.

“Villa Building” shall mean a single structure containing multiple Homes in which the Homes are separated by Party Walls.

“Villa Required Demolition” shall have the meaning set forth in Section 17.2 of this Declaration.

“Village” shall have the meaning set forth in the Neighborhood Declaration. LakePark is a Village.

“Village Association” shall have the meaning set forth in the Neighborhood Declaration. Association is a Village Association.

“Village Completion Date” shall mean the date upon which all Homes in LakePark, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builder to Owners.

“Village Plan” shall mean, collectively, the full or partial concept plan for the development of LakePark as it exists as of the date of recording of this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Village Plan is subject to change as set forth in this Declaration. The Village Plan is not a representation by Developer as to the development of LakePark or its amenities, as Developer reserves the right to amend all or part of the Village Plan from time to time.

“Village Standards” shall mean such standards of conduct, maintenance or other activity, if any, established by the ARC pursuant to Section 21 of this Declaration.

“Village Title Documents” shall have the meaning set forth in Section 31.10 of this Declaration.

“Violations Committee” shall have the meaning set forth in Section 24.8.2 of this Declaration.

Any initially capitalized terms not defined in this Declaration shall have the meaning set forth in the Neighborhood Declaration or the Community Declaration, as applicable and as the context so requires.

3. **Plan of Development.** The planning process for LakePark is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer and purchasers of Homes within LakePark. Subject to the Village Title Documents, Developer may wish and has the right, but not the obligation, to develop LakePark and any adjacent or nearby property now or hereafter owned by Developer into residences, comprised of homes, coach homes, townhomes, Villas, zero lot line homes, patio homes, multi-family homes, single family homes, estate homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, technological facilities, and professional offices. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of LakePark as finally developed. Any development plan is not a representation by Developer as to the development of LakePark or its amenities as the Developer shall have the absolute right to plan, develop and construct LakePark and adjacent or nearby properties at Developer’s sole discretion.

4. **Amendments.**

4.1 **General Restrictions on Amendments.** Notwithstanding any other provision in this Declaration to the contrary, no amendment to this Declaration shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld or delayed for any reason or no reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders under this Declaration without the prior written approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 11.16 of this Declaration which benefits the SFWMD. No amendment shall be effective until it is recorded in the Public Records. Within thirty (30) days after recording an amendment to the Association Documents, the Association shall provide copies of the amendments to all Owners; provided, however, if a copy of the proposed amendment was previously provided to the Owners and the proposed amendment is not changed, the Association, in lieu of providing a copy of the amendment to all Owners, may provide notice to the Owners that the amendment was adopted and identifying the Official Records book and page number or instrument number of the recorded amendment and indicating that a copy of the amendment is available at no charge to the Owner upon written request to the Association. Notwithstanding the foregoing, the failure to timely provide notice of recording of an amendment to Owners shall not affect the validity and enforceability of such amendment.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Developer and Association have the unfettered right to amend this Declaration and the other Association Documents except as otherwise expressly set forth in this Declaration.

4.3 Amendments Prior to and Including the Turnover Date. Except as prohibited by applicable law, except as provided in Section 30 of this Declaration, and except for an amendment to this Declaration affecting the Community Association which must have the prior written approval of the Community Association evidenced by a joinder executed by the Community Association and recorded with such amendment, prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate in Developer's sole discretion, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of LakePark; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. Notwithstanding the foregoing, any amendment to this Declaration prior to and including the Turnover Date affecting the Community Association must have the prior written approval of the Community Association evidenced by a joinder executed by the Community Association and recorded with any amendment that affects the Community Association. In the event that Association shall desire to amend this Declaration prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment, so that its consent to the same will be reflected in the Public Records. Notwithstanding the foregoing, at all times after the Turnover Date, Developer shall have the right to amend the Association Documents unilaterally to correct any scrivener's error.

4.4 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth in Section 4.1 above and the provisions of Section 30 of this Declaration, this Declaration may be amended with the approval of (i) sixty six and two-thirds percent (66 $\frac{2}{3}$ %) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the Members at which a quorum is present as provided in the By-Laws. Prior to recordation and effectiveness of any amendment to this Declaration after the Turnover Date, the Community Association's consent to such amendment must be obtained and evidenced by a joinder to any amendment, which joinder is executed by the Community Association and recorded with the amendment.

5. Annexation and Withdrawal.

5.1 Annexation by Developer. Prior to and including the Turnover Date, Developer may submit additional lands to be part of LakePark and subject to this Declaration, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to LakePark. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of LakePark, including a Lot, Parcel, or Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described in this Declaration as a portion of LakePark. Such amendment may contain additions to, modifications of, or omissions from, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to and including the Turnover Date, only Developer may add additional lands to LakePark.

5.2 Annexation by Association. After the Turnover Date, and subject to applicable and necessary governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and

two-thirds percent (66⅔%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the Members at which a quorum is present as provided in the By-Laws.

5.3 Withdrawal. Prior to and including the Turnover Date, Developer may unilaterally and in Developer's sole discretion withdraw any portions of LakePark (or any additions thereto) from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of LakePark shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of LakePark shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of LakePark). Association shall have no right to withdraw land from LakePark.

6. Dissolution.

6.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the circuit court of the appropriate judicial circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event Association is dissolved, and any portion of the Surface Water Management System is part of the Common Areas, the Surface Water Management System shall be conveyed to the Neighborhood Association, Community Association or the District or an appropriate agency of local government, and, if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation. Unless and until an alternate entity meeting the requirements of the SFWMD assumes responsibility, all Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System in accordance with the Permit.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, LakePark and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of LakePark which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. This Declaration and all covenants, conditions and restrictions contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of a deed to a Home or Lot, and any person claiming by, through or under such Owner (i) agrees to be subject to the provisions of this Declaration and (ii) irrevocably waives any claim and any right to deny, that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Titles to Real Property Act, Chapter 712 of the Florida Statutes ("MRTA"). It is expressly intended that MRTA will not operate to extinguish any encumbrance placed on LakePark by this Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration. This provision is not subject to amendment except by Developer. Notwithstanding the foregoing, after the Turnover Date, the Association shall take all legal measures it deems necessary to comply with the requirements of MRTA.

7.2 Transfer. The transfer of the fee simple title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home, shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted

to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his/her/its Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessments accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails to reference the imposition of this Declaration on the Home in the deed of conveyance, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

7.3 Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner shall become a member of Association (a "**Member**"). Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and By-Laws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Home. Developer rights with respect to the Association are set forth in this Declaration, the Articles and the By-Laws.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and the other Association Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.6 Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of Developer, or conflict with the provisions of this Declaration or any of the other Association Documents.

7.7 Composition of the Board. Developer reserves the right to change, from time to time prior to and including the Turnover Date, the composition of the Board. Without limiting the foregoing, Developer may change the number of Board members, the effect of a vote by a Board member, or how a Board member is elected or appointed prior to and including the Turnover Date.

7.8 Conflicts. In the event of any conflict among this Declaration or other Association Documents and the Neighborhood Declaration and/or the Community Declaration, the Neighborhood Declaration shall take precedence over the Association Documents, and the Community Declaration shall take precedence over the Association Documents and the Neighborhood Association Documents. Notwithstanding the foregoing, in the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control, and the Articles shall take precedence over the By-Laws and the Rules and Regulations, and the By-Laws shall take precedence over the Rules and Regulations. In the event that this Declaration is more restrictive than the Neighborhood Declaration and/or Community Declaration, this Declaration shall control as provided in Section 7.9 of this Declaration.

7.9 Cooperation with the Neighborhood Association and Community Association. The Board shall have the power and authority to assist the Neighborhood Association and/or Community Association in the performance of their duties and obligations under the Neighborhood Declaration and Community Declaration, and cooperate with the Neighborhood Association and Community Association so that the Association, Neighborhood Association, and Community Association can efficiently and economically provide all required services to Owners. It is contemplated that from time to time the Association, Neighborhood Association, and Community Association may use the services of each other to better provide such cooperation. The Association Documents may impose more stringent and/or restrictive standards and restrictions on maintenance and conduct than those imposed by or in accordance with the Neighborhood Association Documents and/or Community Association Documents. In the event the standards of conduct or maintenance or restrictions set forth in this Declaration are more stringent than

those set forth in the Neighborhood Association Documents and/or Community Association Documents, then this Declaration and the Association's standards shall control.

8. Paramount Rights of Developer. Notwithstanding anything to the contrary in this Declaration, prior to the Village Completion Date Developer shall have the paramount right, if required, to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of LakePark for various public purposes or for the provision of Telecommunications Systems and/or utilities, or to make any portions of LakePark part of the Common Areas, or to create and implement a community development district, a special taxing district and/or a special lighting district which may include all or any portion of LakePark. In addition, the Common Areas of LakePark may include decorative improvements and berms. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE IN ITS SOLE DISCRETION.

9. Operation of Common Areas.

9.1 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association as set forth in Section 9.4 of this Declaration, any portion of the Common Areas owned by Developer shall be operated, maintained, repaired, replaced, insured and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Home or Parcel or any portion of LakePark or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, operated by, leased by, dedicated to, and/or maintained by Association. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained in this Declaration as a representation or warranty as to the extent of the Common Areas to be owned, operated, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to in this Declaration in its sole discretion and without notice.

9.2 Construction of Common Areas Facilities. Developer has constructed or may construct, from time to time, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such other improvements and personalty as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Village Completion Date, Developer reserves the absolute right to construct additional Common Areas facilities and improvements within LakePark, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date of this Declaration. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (e.g., furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

9.3 Use of Common Areas by Developer. Until the Village Completion Date, Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Developer, and to the exclusion of others.

9.4 Conveyance.

9.4.1 Generally. Within ninety (90) days after the Turnover Date, or earlier as determined by Developer in its sole discretion, or as may be required by applicable law, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument or by quitclaim deed recorded in the Public Records from Developer to Association. Association shall pay all of the costs of the

conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed in this Declaration. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "AS IS, WHERE IS" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. THE ASSOCIATION AGREES TO ACCEPT THE COMMON AREAS, PERSONAL PROPERTY, AND EQUIPMENT THEREON AND APPURTENANCES THERETO IN "AS IS, WHERE IS" CONDITION. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to each Owner's irrevocable ingress and egress easement to his/her/its Home as set forth in this Declaration.

9.4.2 Form of Deed. Each deed of the Common Areas shall be subject to the following provisions:

9.4.2.1 a perpetual non-exclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.2.2 matters reflected in the Plat, if any;

9.4.2.3 perpetual non-exclusive easements in favor of Developer, its successors and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use Common Areas for construction vehicles and equipment and sales and marketing purposes. The easements reserved in the deed shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 all restrictions, reservations, agreements, easements, covenants and other matters of record;

9.4.2.5 in the event that Association believes that Developer shall have failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or that the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9:00 a.m. and 5:00 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy and is not a penalty; and

9.4.2.6 a reservation of right in favor of Developer (so long as Developer owns any portion of LakePark) to require that Association reconvey all or a portion of the Common Areas conveyed by quitclaim deed in favor of Developer in the event that such property is required to be owned by Developer for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise.

9.5 Operation after Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated, maintained, and administered by Association for the use and benefit of the owners of all property interests in LakePark including, but not limited to, Association, Developer, Owners and any Lenders. Notwithstanding the foregoing, subject only to Association's right to grant easements and other interests as provided in this Declaration, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to and including the Village Completion Date, the approval of (a) a majority of the Board, and (b) the consent of Developer, or (ii) if after the Village Completion Date, the approval of (a) sixty-six and two-thirds percent (66 2/3%) of the Board, and (b) seventy-five percent (75%) of all of the votes of Members of Association being first had and obtained.

9.6 Paved Areas. Certain paved areas may be part of the Facilities under jurisdiction of the District. The Common Areas may contain paved areas including, without limitation, paved asphalt as well as brick pavers. Without limiting any other provision of this Declaration, and to the extent not maintained by the Neighborhood Association, Community Association or the District and except as otherwise provided in Section 12.8.1 of this Declaration regarding walkways and driveways providing access to a Home and sidewalks adjacent to a Home, Association is responsible for the maintenance and/or resurfacing of all Common Area paved surfaces, including but not limited to, roads, pathways, bicycle paths, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a company licensed to perform such work. From and after the Village Completion Date, Association should monitor the roads, sidewalks and other paved areas forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance. Association acknowledges that the paved surfaces may, and most likely will, have wear and tear thereon due to usage, when and if conveyed to Association by Developer.

9.7 Delegation and Managers. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing, Association may delegate all or a portion of its obligations under this Declaration and the Association Documents to a licensed manager or professional management company ("Management Company"). Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Developer, its affiliates and/or subsidiaries shall have the right to manage Association, in which event such manager shall be included in the term "Management Company." Owners and Association acknowledge that it is fair and reasonable to have Developer, its affiliates and/or subsidiaries manage Association. Further, in the event that a Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, Members) entitled to use those portions of the Common Areas. Prior to the Village Completion Date, Developer, and thereafter, Association, has the right, at any and all times, and from time to time, to further provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed under this Declaration.

9.8.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs of the Association. Any such agreement by Association prior to the Village Completion Date shall require the consent of Developer, which may be granted or withheld in Developer's sole discretion. Thereafter, any such agreement shall require the approval of the majority of the Board, which approval shall not be unreasonably withheld or delayed.

9.8.3 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

9.8.4 Waterbodies. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES WITHIN LAKEPARK, THE NEIGHBORHOOD AND THE COMMUNITY, MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER, SFWMD, DISTRICT, NEIGHBORHOOD ASSOCIATION, COMMUNITY ASSOCIATION, ASSOCIATION OR ANY OTHER VILLAGE ASSOCIATIONS THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Waterbodies may be dry during certain weather conditions and/or at certain times of the year. Developer, SFWMD, District, Community Association, Neighborhood Association, Association, and other Village Associations shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody within, adjacent to or in the vicinity of LakePark. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home (but outside any easement in favor of SFWMD or the District) with the prior approval of the ARC, Neighborhood ARC and DRC, as applicable. No fence or other structure may be placed within any lake maintenance easement. Swimming and boating will not be permitted in any waterbody. No private docks may be erected within any waterbody. All or a portion of the waterbodies within the Community, Neighborhood, and LakePark may be part of the Facilities and owned and maintained by the District.

9.8.5 Assumption of Risk. Without limiting any other provision in this Declaration, each person within any portion of LakePark accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of LakePark (e.g. Common Areas and Facilities), including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within LakePark, (e) design of any portion of LakePark, (f) injury, damage, destruction and/or loss of life arising from the presence of waterbodies within the Neighborhood, including LakePark, (g) the use of effluent in the irrigation and/or fertilization of the Common Areas or other portions of LakePark and the Neighborhood, and (h) powerlines, high voltage transmission lines, utility lines, pipelines and/or natural gas lines running through, adjacent to or near LakePark and/or the Neighborhood. Each such person entering any portion of LakePark also expressly indemnifies and agrees to defend and hold harmless Developer, the District, Association, Builders, Neighborhood Association, and other Village Associations, and all their respective employees, directors, representatives, officers, agents, partners, affiliates and attorneys (in house or out-sourced) (collectively, the "**Indemnified Parties**"), from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. Without limiting the foregoing, all persons using the Common Areas and/or Facilities, including, without limitation, all waterbodies, lakes, or areas adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT LAKEPARK, THE NEIGHBORHOOD AND THE COMMUNITY MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, WILD BOARS AND FOXES. DEVELOPER, THE DISTRICT, BUILDERS, NEIGHBORHOOD ASSOCIATION, ASSOCIATION, AND ALL OTHER VILLAGE ASSOCIATIONS SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY AND NEITHER DEVELOPER, THE ASSOCIATION, NOR NEIGHBORHOOD ASSOCIATION SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR DAMAGE OR INJURY AS A RESULT OF ANY WILD ANIMALS.

9.8.6 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date of this Declaration, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas and/or the Facilities, including, without limitation, use of the lakes and other waterbodies, within, adjacent to or near LakePark by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached to this Declaration and/or from any act or omission of Developer, Builders, the District, Neighborhood Association, Association, or of any of the other Indemnified Parties. Should any Owner bring suit against Developer, the District, Builders, Neighborhood Association, Association, or any of the other Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such Indemnified Parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to and including the Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and LakePark. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated under this Declaration. Any Rules and Regulations that are directly contrary to a rule or regulation of the Neighborhood Association or Community Association shall be deemed invalid and of no legal force and effect whatsoever. In such event, the balance of the Rules and Regulations not in conflict shall remain in full force and effect provided the essential purpose of the Rules and Regulations is capable of being fulfilled in the absence of the invalid provisions. Notwithstanding the foregoing, the Rules and Regulations of the Association may be more restrictive than similar rules of the Neighborhood Association and Community Association and such more restrictive rule or regulation shall not be considered "contrary".

9.9.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer or to any property owned by Developer, and shall not be applied in a manner which would prohibit or restrict the development of LakePark or adversely affect the interests of Developer. Without limiting the foregoing, Developer, Builders and/or their respective successors and assigns, shall have the right to: (i) develop and construct club uses, Homes, Common Areas, and related improvements within LakePark, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of LakePark), general offices and construction operations within LakePark; (iii) place, erect or construct portable, temporary or accessory buildings or structure within LakePark for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of LakePark; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of LakePark owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion LakePark, including, without limitation, Parcels and Homes; (vi) excavate fill from LakePark or adjacent property and/or any lakes or waterbodies within or adjacent to LakePark (if any) by dredge or dragline, store fill within LakePark and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, LakePark and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising LakePark.

9.10 Public Facilities. LakePark may include one or more facilities which may be open and available for the use of the general public. By way of example, there may be a public park, open spaces, or other facilities within the boundaries of LakePark.

9.11 Lift Station. The City owns a lift station that is located within the boundaries of LakePark. Developer hereby grants, bargains, and sells a perpetual, non-exclusive easement over, under and across LakePark in favor of the City for the purpose of installation, maintenance, repair, and replacement of the lift station within LakePark and its related appurtenances, such that the City has easement rights to access the lift station as well as the right to conduct construction, operation, maintenance, repair, alteration, inspection and replacement of the lift station as well as all appurtenant water lines, pipes, conduits, mains, valves, meters and other appurtenances. The lift station

may be fenced-in to control access. The lift station may have capacity to and may serve properties other than LakePark. Certain Homes as well as Common Areas will be located in close proximity to the lift station. Each Owner, by acceptance of a deed to a Home, acknowledges the proximity of the lift station and that operation of the lift station may cause certain disturbances, including smells, odors and/or noises. Neither Developer nor Association shall have any liability to an Owner as a result of the existence or operation of the lift station.

9.12 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act or omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.13 Special Taxing Districts. LakePark is located within the District. LakePark may also be located within a special taxing district(s) created by the County (or proposed to the Board of County Commissioners) for the purpose of providing local improvements and services including, without limitation, street lighting and landscape maintenance. If within a special taxing district, the costs for providing such improvements and services shall be paid by special assessments levied against Homes within such special taxing district. Such special assessments may be collected at the same time and in the same manner as ad valorem taxes. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas to the District, a special taxing district, or a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, waterbodies, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer including, without limitation, the maintenance and/or operation of any of the foregoing. As provided in this Declaration, Developer may sign any taxing district petition as attorney-in-fact for each Owner and Association. Each Owner's obligation to pay taxes associated with such district(s) shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of the City, County and all other applicable governing entities having jurisdiction with respect to the same.

9.14 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, the District and all their respective officers, directors, members, managers, shareholders, representatives, agents, partners, affiliates and any related persons, companies or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, the Facilities or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

9.15 Site Plans and Plats. LakePark may be subject to one or more plats (each individually, a "Plat") as may be amended from time to time. The Plat may identify some of the Common Areas within LakePark. The description of the Common Areas on a Plat and any dedications by a Plat are subject to change (contingent upon receipt of the appropriate plat approval(s)) and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

10. Tradition Community Development District No. 6

10.1 Generally. The Tradition Community Development District No. 6 (the "**District**") has been created to provide community development services to lands within the Neighborhood and Community, including LakePark. Portions of LakePark are or may be owned, maintained and/or operated by the District, including, but not limited to, the roads, perimeter walls/fences, street lights adjacent to public roads, drainage system(s), Surface Water Management System, lakes, landscaping, parks, and/or utilities. Other portions of LakePark may be owned by the District and maintained and/or operated by Association, Neighborhood Association, or Community Association. By way of example, it is possible that common open spaces will be owned by the District but maintained by Association, Neighborhood Association, or Community Association. In the event that any portions of LakePark are owned by the District, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the District ("**Facilities**"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF LAKEPARK WILL BE DESIGNATED COMMON AREAS OR FACILITIES OF THE DISTRICT(S). FINAL DETERMINATION OF WHICH PROPERTIES WILL BE COMMON AREAS MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT.

10.2 Creation of the District. The District shall have the power and may issue special assessment bonds (the "**Bonds**") to finance a portion of the cost of the Facilities. The District is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the District puts residential units (including Homes) and non-residential development of the Neighborhood and Community, if any, under the jurisdiction of the District. The District may be authorized to acquire, finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following: water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, earthwork and landscaping, irrigation facilities, public parks, utility plants and lines, land acquisition, miscellaneous utilities for the Community and/or Neighborhood, and other infrastructure projects and services necessitated by the development of, and serving lands, within LakePark and in other portions of the Neighborhood and Community ("**Public Infrastructure**"). The estimated design, development, construction and acquisition costs for the Facilities may be funded by the District in one or more series of governmental bond financings utilizing Bonds or other revenue backed bonds. The District may issue both long-term debt and short-term debt to finance the Public Infrastructure. The principal and interest on the Bonds may be repaid through non ad valorem special assessments ("**District Debt Service Assessments**") levied on all benefitted properties in the District, which properties have been found to be specially benefitted by the Public Infrastructure, over an approximately 30-year period. The principal and interest on the other revenue backed bonds ("**District Revenue Bonds**") may be repaid through user fees, franchise fees or other use related revenues. In addition to the Bonds issued to fund the Public Infrastructure costs, the District may also impose an annual non ad valorem special assessment to fund the operations of the District and the maintenance and repair of its Public Infrastructure and services ("**District Maintenance Special Assessments**"). For further information, please see Exhibit 4, attached to this Declaration.

10.3 District Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of the County and disbursed to the District, or may be billed directly by the District. The homestead exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments, or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. It is anticipated, but not guaranteed, that the initial amount of District Debt Service Assessments is estimated to be no greater than approximately \$715.96 per year per Home. The District Maintenance Special Assessment amounts are determined on an annual basis and may vary from year to year and from time to time. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will be determined by the District. Any future District Assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a lien against the Home as set forth in this Section 10. Failure to pay such sums may result in loss of property as set forth in this Section 10. The District may construct, in part or in whole, by the issuance of Bonds (as explained in Section 10.2 above), certain facilities including, but not limited to, roads, utilities, landscaping, and/or drainage system, as the District determines in its sole discretion.

10.4 Common Areas and Facilities Part of District. Portions of the Common Areas may be conveyed by Developer to the District and shall become part of the Facilities. Such Facilities will be part of the District, and the District shall govern the use and maintenance of such Facilities. In the event that the Developer or any successor conveys certain Facilities to the District, some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Common Areas. By way of example and not of limitation, the procedures set forth in Section 9.4 in this Declaration respecting Developer's obligation to convey the Common Areas will not apply to the Facilities. ANY CONVEYANCE OF COMMON AREAS TO THE DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION. Developer may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to either the District or Association, thereby making such Common Areas part of the District's Facilities. The District or Association may promulgate membership rules, regulations and/or covenants which may outline use restrictions for the Facilities or Association's responsibility to maintain the Facilities, if any. The establishment and existence of the District and the inclusion of Facilities in the District will obligate each Owner to become responsible for the payment of District Debt Service Assessments and the District Maintenance Special Assessments for the acquisition, construction, reconstruction, operation, and equipping of the Facilities as set forth in this Section.

10.5 Facilities Owned by the District. The Facilities may be owned and operated by the District or owned by the District and managed and/or maintained by Association, Neighborhood Association, Community Association or other Village Associations. The Facilities may also be owned by a governmental entity other than the District. The Facilities shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Facilities.

11. Maintenance by Association. The following maintenance responsibilities of the Association are subject to the applicable provisions of the Neighborhood Declaration and Community Declaration:

11.1 Common Areas. Except as otherwise specifically provided in this Declaration, the Neighborhood Declaration, or the Community Declaration to the contrary, Association shall at all times administer, operate, maintain, repair, replace and insure the Common Areas and all improvements placed thereon, including, without limitation, Common Area landscaping and irrigation to the extent not a maintenance obligation of the Neighborhood Association, Community Association or District. In addition to the other requirements set forth in this Declaration, the Association shall maintain the Common Areas in a manner consistent with this Declaration, the Neighborhood Declaration, and the Community Declaration.

11.2 District Facilities. The District may contract with the Association, Neighborhood Association and/or Community Association for the maintenance, repair and replacement of District Facilities in the District's sole and absolute discretion, and if so, the maintenance, repair and replacement of such Facilities shall become the obligation of the Association, Neighborhood Association, or Community Association.

11.3 Canvas Canopies and Awnings. Association shall be responsible for the removal of all canvas canopies and awnings, if any, including, but not limited to, mailbox and entrance canopies, if any, located within the Common Areas or on a Villa Building (except for canopies or awnings installed by Owners with ARC approval) in the event winds are forecasted to exceed fifty (50) miles per hour. The expense of such removal shall be part of Operating Costs of Association. Additionally, under the same wind conditions, each Owner shall be responsible, at its sole cost and expense, for the removal of all canvas canopies and awnings located within its respective Home and/or yard to the extent not an obligation of the Association.

11.4 Drainage. To the extent it is not the responsibility of Owners and unless otherwise provided in this Declaration, Association and/or the District shall at all times maintain the drainage systems and drainage facilities within LakePark and comply with the terms of any drainage easement(s) and permit(s) affecting or benefitting LakePark. The Indemnified Parties shall not have any liability whatsoever to Owners, guests, tenants or invitees in connection with the drainage easements and drainage facilities located in, near or adjacent to LakePark. Each Owner, for itself and its guests, tenants, residents, Lessees, and invitees, releases Developer and Association from any liability in connection therewith.

11.5 Maintenance of Lawn and Landscaping. Except as otherwise provided in this Declaration, Association shall be responsible for maintaining all exterior landscaping within all Common Areas and within the

yard of each Home including cutting, edging and fertilizing the grass and maintaining the trees, shrubs and hedges. Association may also weed the plant bed(s) of each Home, provided that the Owner of such Home has not modified the plant bed(s) from the original plant bed(s) installed by Developer (with ARC approval). In the event an Owner modifies the plant bed(s) as initially installed by Developer with ARC, Neighborhood ARC and DRC approval, as necessary, then such Owner shall be solely responsible for maintenance of such plant bed(s). Association shall be responsible to replace any dead, dying, diseased or removed landscaping within the yard of Home other than landscaping installed by an Owner. Each Owner hereby grants Association an easement over and across his/her/its Lot or Parcel for the purpose of maintaining landscaping as provided in this Declaration. Each Owner is specifically responsible for maintaining all landscaping and improvements added or installed by an Owner with ARC, Neighborhood ARC and DRC approval (as applicable). EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY NOT HAVE YARDS, AND OTHER HOMES MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER HOMES. NOTWITHSTANDING THE FOREGOING, ALL LAWN AND LANDSCAPE MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING COSTS OF ASSOCIATION, AND EACH OWNER OF A VILLA SHALL PAY AN EQUAL SHARE OF COSTS FOR LAWN AND LANDSCAPE MAINTENANCE OF VILLAS, AND EACH OWNER OF A SINGLE FAMILY HOME SHALL PAY AN EQUAL SHARE OF COSTS FOR LAWN AND LANDSCAPE MAINTENANCE OF SINGLE FAMILY HOMES.

11.6 Sprinkler Systems and Irrigation. Association shall be responsible to maintain the sprinkler system, if any, throughout LakePark, including Common Areas, Lots and Parcels, unless an amendment to this Declaration is recorded making the maintenance of the sprinkler system within each Lot or Parcel the maintenance obligation of the Owner of each Home. Association shall be responsible to irrigate the Common Areas and all Lots and Parcels within LakePark, the expense of which shall be part of Operating Costs of the Association.

11.7 Lake Slope Maintenance. The rear yard of some Homes may contain lake slopes and/or lake banks. To the extent not maintained by the District, the Association shall maintain such lake slopes and lake banks contained within the Common Areas and Lots, the cost of which shall be part of the Operating Costs. Such standards may include requirements respecting compaction and strengthening of the lake slopes and/or lake banks. Each Owner hereby grants Association and the District an easement of ingress and egress across his or her Home and Lot to all adjacent lake areas for the purpose of maintaining lake slopes and/or lake banks. The Owners of Homes bordering on a lake acknowledge, understand and agree that there is a twenty (20) foot lake maintenance easement bordering all the lakes and shall ensure that such lake maintenance easements, the lake banks and/or lake slopes are and remain free from structural or landscape encroachments so as to permit maintenance of such lake banks and/or lake slopes as well as vehicular, pedestrian and other access for maintenance when needed.

11.8 Street Lighting. Association shall at all times maintain, repair, and replace any street lighting located within LakePark, including, but not limited to, street lighting which lies within one or more Lots or Parcels to the extent such street lighting is not maintained by the Community Association, the Neighborhood Association or the District. To the extent not the responsibility of the Community Association, the Neighborhood Association or the District, Association shall be responsible for all electricity costs associated with street lighting within LakePark. To the extent it is the maintenance responsibility of the Association, the Association may enter into a street lighting agreement with FPL or other utility company for, among other things, maintenance, repair, and replacement of street lights.

11.9 Party Roofs. Association shall be responsible to repair, replace, and maintain the roof of each Villa within LakePark and the costs of the same shall be charged as an Individual Assessment to each Owner whose roof is repaired, replaced or maintained in accordance with this Section to the extent Reserves have not been collected to cover costs.

11.10 Painting. Association shall be responsible for painting the exterior of each Villa Building within LakePark at such time as Association deems such painting necessary in its sole discretion, and the costs of the same, to the extent Reserves have not been collected to cover such costs, shall be charged as an Individual Assessment to each Owner of a Villa located in the Villa Building that is repainted in accordance with this Section, or as a Special Assessment to all Owners of Villas if all Villas are repainted at the same time. In addition, the exterior walls of each Villa Building shall be uniformly maintained by Association including, but not limited to, pressure cleaning.

11.11 Driveways and Walkways. Association is responsible for pressure cleaning, herbicide treatment and removal of weeds growing in joints in driveways and walkways providing access to Homes.

11.12 Perimeter Walls, Wing Walls, Sign Walls and Fences. To the extent it is not the responsibility of the Community Association or Neighborhood Association, Association shall be responsible for maintaining any perimeter and/or wing walls and/or perimeter fences of LakePark, if any, even if such walls and/or fences lie within one or more Lots. Association shall also be responsible for maintaining any other walls and/or fences located within the Common Areas. Developer does not intend to construct perimeter walls and/or fences around LakePark.

11.13 Entrance Features. Association shall be responsible for maintaining any entrance features and any sign wall(s), if any, located in the entrance way or median of the entrance road to LakePark.

11.14 Public Roads. It is possible that either the District, Association, Community Association, Neighborhood Association or a special taxing district may maintain the medians and swales of all public roads pursuant to agreement with the appropriate governmental entities. The costs of such maintenance by Association shall be part of Operating Costs. The costs of such maintenance by the District shall be part of District Maintenance Special Assessments.

11.15 Private Roads. All roads within LakePark which are privately owned shall be maintained by Association to the extent not maintained by the Community Association, the Neighborhood Association or the District. It is currently contemplated that the Neighborhood Association shall maintain Ellsworth Road which is adjacent to LakePark, and the Association shall maintain all other roads within LakePark.

11.16 Surface Water Management System. The District, Community Association, Neighborhood Association, and/or the Association shall maintain, repair and replace the Surface Water Management System (including the lakes) and insure that the same complies with all SFWMD permits and requirements, including the Permit, and subject to the restrictions in the ACOE permit. It is currently contemplated that the District shall maintain the Surface Water Management System and Association shall be responsible to maintain the Surface Water Management System to the extent not maintained by the District.

11.16.1 Duty to Maintain. The Surface Water Management System within LakePark will be owned, maintained, repaired and operated by the District, Community Association, Neighborhood Association, and/or the Association, including the lakes within LakePark, as permitted by the SFWMD and in a manner that complies with the Permit and any applicable ordinances, rules, or regulations of the County, and subject to the restrictions in the ACOE Permit. The costs of the operation and maintenance of the Surface Water Management System shall be part of the District Maintenance Special Assessments, if operated and maintained by the District, or the Operating Costs of Association, if operated and maintained by the Association, and each Owner shall pay Assessments which shall include a pro rata share of such Operating Costs. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or storm water management capabilities as permitted by SFWMD and/or ACOE. Each Builder and Owner within LakePark at the time of construction of a building, residence, or structure, shall comply with the construction plans for the Surface Water Management System approved and on file with the SFWMD. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved by SFWMD. SFWMD shall have the right to take enforcement action, including a civil action for an injunction and penalties against Association and/or the District to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of the District or the Association. Association shall accept any and all transfer of permits from the Developer, including the Permit. Association shall cooperate with the Developer with any applications, certifications, documents, or consents required to effectuate any such transfer of permits, including the Permit, to the Association.

11.16.2 Construction. No structure of any kind shall be constructed or erected within, nor shall any Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas of the Surface Water Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association, any

governmental entity having jurisdiction and the SFWMD and ACOE, as applicable. Each Builder and Owner within LakePark at the time of construction of a building, residence, or structure, shall comply with the construction plans for the Surface Water Management System approved and on file with SFWMD. No Owner may construct or maintain any building, Home or structure, or perform any activity in the wetlands, buffer areas and upland conservation areas described in the Permit and Plat, if any, unless prior written approval is received from Association and SFWMD as well as the appropriate governmental permitting agency pursuant to Chapter 40, Florida Administrative Code.

11.16.3 Easements. To the extent a maintenance obligation of the Association, Association shall have, and to the extent the maintenance obligation of the District, the District shall have, a perpetual non-exclusive easement over, under and across all areas of the Surface Water Management System, including, but not limited to Lots, to the extent that any Surface Water Management System facilities are located on, in or under any Lot, for access to operate, maintain, or repair the Surface Water Management System. By this easement, Association and/or the District shall have the right to enter upon any portion of any Lot which is a part of or adjacent to the Surface Water Management System to operate, maintain or repair the Surface Water Management System as required by the Permit. Additionally, Association and/or the District shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the ARC, SFWMD and, if required, the City and/or County. The right of ingress and egress to the Surface Water Management System, and easements for maintenance and landscape purposes, are hereby specifically reserved and created in favor of Developer, the Association, the District, appropriate governmental permitting agencies, SFWMD, and/or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

11.16.4 Disturbance of Drainage Areas. No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water Management System. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas or the Surface Water Management System without the prior written consent of the Association, SFWMD, and any appropriate governmental permitting agency.

11.16.5 Monitoring. If LakePark is determined by SFWMD and/or ACOE to have on-site or off-site wetland or upland mitigation which requires ongoing monitoring and maintenance by the Association, Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until SFWMD determines that the area(s) is successful in accordance with the Permit.

11.16.6 Removal of Improvements. Any wall, fence, paving, planting or other improvement which is placed by an Owner within a drainage area, drainage easement or Surface Water Management System including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the Association, SFWMD, and/or any appropriate governmental authority, the cost of which shall be paid for by such Owner as an Individual Assessment.

11.16.7 Amendments Affecting the Surface Water Management System. Any proposed amendment to the Association Documents which will affect the Surface Water Management System, including any environmental conservation area (including the Conservation Areas), the drainage systems and facilities within LakePark and the water management portions of the Common Areas, must have the prior written approval of the District(s) and SFWMD. Association shall submit to the District(s) and SFWMD any proposed amendment to the Association Documents which will affect the Surface Water Management System. SFWMD and the District(s) shall inform Association as to whether the amendment requires a modification of the Permit. If a modification of the Permit is necessary, SFWMD shall so advise Association. Once Association receives the modification to the Permit and any conditions to the Permit, both shall be attached as an exhibit to an amendment to this Declaration. To the extent not maintained by the District(s), Association's registered agent shall maintain copies of all Surface Water Management System permits, including the Permit, and correspondence respecting such permits, and any future SFWMD permit actions shall be maintained by Association's registered agent for Association's benefit.

11.17 Trash Removal. Association shall arrange and contract for all trash removal and recycling from LakePark, to the extent not performed by the County, City, Community Association or Neighborhood Association, and the cost thereof shall be included in Operating Costs of Association.

11.18 Adjoining Areas. To the extent not owned and maintained by the District, and except as otherwise provided in this Declaration, the Community Declaration, or the Neighborhood Declaration, Association shall also maintain those drainage areas, swales, maintenance easements, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Association shall have no responsibility for the Facilities except to the extent provided in an agreement between the District and Association. Under no circumstances shall Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Home.

11.19 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Areas, through or under an Owner, shall be borne solely by such Owner, and the Home and/or Lot owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

11.20 Right of Entry. Developer, the District, Community Association, Neighborhood Association and Association are granted a perpetual and irrevocable easement over, under and across LakePark for the purposes expressed in this Declaration, the Community Declaration, and the Neighborhood Declaration, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any right, obligation, maintenance, alteration or repair which it is entitled or required to exercise or perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, install, maintain, repair, alter, replace and/or remove improvements, landscaping, utilities, and/or structures on any portion of LakePark if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

11.21 Maintenance of Property Owned by Others. Association shall, if designated by Developer (or by Association, Community Association or Neighborhood Association after the Village Completion Date) by amendment to this Declaration (subject to the general restrictions on amendments set forth in Section 4.1 of this Declaration) or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification features and/or other areas or elements designated by Developer (or by Association, Community Association, or Neighborhood Association after the Village Completion Date) upon areas which are within or outside of LakePark. Such areas may abut, or be proximate to, LakePark, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of LakePark. These areas may include (by way of example and not limitation) swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

11.22 Maintenance of Community. Without limiting any other provision of this Declaration, the Community Association may be responsible for the maintenance of all or some of the roads and other improvements forming a part of the Community as provided in the Community Declaration which are outside of the boundaries of LakePark, and Neighborhood Association may be responsible for the maintenance of all or some of the roads and other improvements forming a part of the Neighborhood as provided in the Neighborhood Declaration which are outside of the boundaries of LakePark. Association, Community Association, and Neighborhood Association may, from time to time, enter into written contractual agreements with one another to provide for maintenance and repair of roads, landscaping, and other improvements forming a part of their respective communities.

12. Maintenance by Owners.

12.1 Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements, shadow box fences, and appurtenances not maintained by Association, Community Association, or Neighborhood Association shall be well-maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of LakePark by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements added by Owner with ARC, Neighborhood ARC and DRC prior written approval, which may be granted or withheld in sole discretion of

ARC, Neighborhood Association and DRC, including, but not limited to, mulch, hedge and tree trimming, maintenance, weeding and fertilizing, in accordance with the Landscape Maintenance Standards set forth in Section 12.3 of this Declaration.

12.2 Single Family Home Painting. The Owner of each Single Family Home shall be responsible for painting the exterior of his/her/its Home. Single Family Homes shall be repainted within forty-five (45) days of notice by the ARC.

12.3 Landscape Maintenance Standards. The following maintenance standards (the "Landscape Maintenance Standards") apply to landscaping maintained by Owners:

12.3.1 Trees. Trees are to be pruned as needed.

12.3.2 Shrubs. All shrubs are to be trimmed as needed.

12.3.3 Grass.

12.3.3.1 Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall an Owner's lawn get in excess of five inches (5") in height.

12.3.3.2 Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

12.3.3.3 Dead Grass. Owners of Single Family Homes shall be responsible to replace dead grass. Neither Developer nor Association shall be responsible to replace dead grass within the yard of a Single Family Home.

12.3.4 Landscape Replacement. Each Owner shall be responsible to replace any dead, dying, diseased or removed landscaping added by the Owner, at such Owner's sole cost and expense.

12.3.5 Mulch. Mulch is to be turned four (4) times per year and shall be replenished as needed on at least a yearly basis.

12.3.6 Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.

12.3.7 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed as necessary and at appropriate times of the year and in accordance with any SFWMD permits.

12.3.8 Irrigation. Owners shall be responsible to irrigate grass and landscaping added by the Owner, as well as maintain the applicable sprinkler system, including sprinkler heads.

12.3.9 Weeding. All plant beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed; chemical treatment is permitted.

12.3.10 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

12.4 Enclosed Yard and/or Common Areas. Subject to the rights of Association, if an Owner has enclosed the yard of a Home, or any portion thereof, with ARC, Neighborhood ARC and DRC prior written approval, as applicable, and has blocked access to any portion of the yard of a Home or other Common Areas to be maintained by the Association, Community Association, or Neighborhood Association pursuant to this Declaration, the Community Declaration or the Neighborhood Declaration, then such Owner must maintain any portion of the yard and Common Areas that are no longer readily accessible to the Association, Community Association, or the Neighborhood Association. The foregoing shall not be deemed to permit the making of any such enclosure. By

acceptance of a deed to a Home, each Owner agrees to not unreasonably interfere with the Association's rights to enter the yard of a Home in order to perform the maintenance and other obligations and responsibilities of the Association set forth in this Declaration. Each Owner shall be responsible for maintaining any fencing within the yard of his/her/its Home other than a perimeter fence (if any).

12.5 Weeds and Refuse. No weeds, underbrush or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or remain upon any Home or the yard of any Home. Although Association has the responsibility to remove weeds growing in joints in driveways and walkways, Owners shall be responsible for such weeding in between the times that Association does such weeding.

12.6 Pest Control. Each Owner shall be responsible for extermination and other pest control for Homes including, but not limited to, termite inspections and termite treatments (if necessary). In the event an Owner of a Home obtains a termite inspection indicating that the entire Villa Building in which the Home is located must be treated, the Owners of the other Homes in the Villa Building shall cooperate so that the necessary termite treatment can be completed including, but not limited to, allowing access to the Home necessary for the termite treatment and vacating the Home if deemed necessary for safety purposes, and the cost of such treatment shall be shared equally by the Owners of Homes within the Villa Building.

12.7 Outdoor Illumination. Each Owner shall be responsible to maintain, repair and replace the light bulbs located on the exterior of Homes, including lamp posts, if any, whether operated by photoelectric cells or otherwise.

12.8 Driveways and Walkways.

12.8.1 The driveway of or adjacent to the garage of each Home and the walkway(s) providing access to each Home shall be for the exclusive use of the Home to which the driveway and walkway(s) provide access. Although the Association is responsible for pressure cleaning, herbicide treatment and removal of weeds growing in joints in driveways and walkways providing access to Homes, each Owner shall be responsible for pressure cleaning, herbicide treatment and removal of weeds growing in joints in walkways and driveways as needed in between the times that Association performs such services. In addition, each Owner shall be responsible to timely maintain and repair, as necessary and whether ordinary or extraordinary, the driveway and walkway(s) serving his or her Home. In making such repairs and maintenance, no changes shall be made to the driveways including, but not limited to, the color, texture or surface composition thereof without the prior written approval of the ARC, Neighborhood ARC and/or DRC, as applicable.

12.8.2 BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES AND AGREES THAT A PORTION OF THE DRIVEWAYS MAY BE LOCATED BELOW THE FEDERAL FLOOD PLAIN. IN THE EVENT OF FLOODING, ANY AUTOMOBILE AND/OR PERSONAL PROPERTY STORED AND/OR PARKED THEREIN IS SUSCEPTIBLE TO WATER DAMAGE. BY ACQUIRING TITLE TO, OR TAKING POSSESSION OF, A HOME, EACH OWNER, FOR SUCH OWNER AND THE OWNER'S TENANTS, GUESTS, AND INVITEES, HEREBY EXPRESSLY ASSUMES ANY RESPONSIBILITY FOR LOSS, DAMAGE OR LIABILITY RESULTING THEREFROM.

12.8.3 BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES AND AGREES THAT THE DRIVEWAY PROVIDING ACCESS TO A HOME MAY BE A SHORT DRIVEWAY AND MAY NOT BE LONG ENOUGH TO ACCOMMODATE THE PARKING OF VEHICLES. Parking of any vehicles in the driveway providing access to a Home is prohibited if the vehicle is too long to fit within the driveway.

12.9 Water and Sewer Lines. Unless otherwise provided in this Declaration, the water and sewer lines providing water and sewer service to a Home shall be maintained, repaired, and replaced by the Owner(s) of the Home(s) to which such water and sewer lines provide service.

12.10 Right of Association to Enforce. Each Owner grants Association, Community Association, and/or Neighborhood Association an easement over his or her Home for the purpose of insuring compliance with the requirements of this Declaration, including this Section 12. In the event an Owner does not comply with this Declaration, Association, Community Association and/or Neighborhood Association may, but are not obligated to, perform the necessary maintenance and charge the costs thereof plus \$25.00 (or such other amount determined by the Board in its sole discretion, subject to the limitations contained in applicable law, if any) to the non-complying Owner as an Individual Assessment or otherwise. Association, Community Association and/or Neighborhood Association shall have the right to enforce the maintenance standards in this Declaration by all necessary legal action. In the event that Association, Community Association and/or Neighborhood Association is the prevailing party with respect to any such litigation, it shall be entitled to recover all of its attorneys' fees, paraprofessional fees, and costs, pre-trial and at all levels of proceedings, including appeals.

13. Party Walls. The provisions of this Section 13 shall apply to Villas only.

13.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding Party Walls and liability for personal damage due to negligence or willful acts or omissions shall apply to all Party Walls within LakePark which are built by Developer as part of the original construction of the Villa Buildings and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including without limitation, any Party Wall, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the protruding structure, facility, projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

13.2 Sharing of Repair, Replacement and Maintenance for Party Walls.

13.2.1 Generally. The cost of reasonable repair and/or maintenance of Party Walls (other than painting of exterior Party Walls) shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

13.2.2 Failure to Contribute. In the event that an Owner shall fail or refuse to pay his/her/its pro rata share of costs of repair, maintenance or replacement of a Party Wall (whether or not through his/her/its own fault or the failure of his/her/its insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs or replacements are made to Party Wall and suit thereon shall be commenced one (1) year from the date such lien is filed. Notwithstanding the foregoing, Association shall have the right, but not the obligation, to advance monies for the repair, replacement and/or maintenance of Party Wall(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro rata share of the costs.

13.2.3 Alterations. The Owner of a Home sharing a Party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the prior joint agreement of all of the Owners sharing the Party Wall, prior written approval of the ARC, and prior approval from all governmental authorities having jurisdiction.

13.2.4 Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by such Owner's negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of fixing (or, if necessary, replacing) the Party Wall and any damage caused by such act and the furnishing of the necessary protection against such elements.

13.2.5 Easements. Association and each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall.

14. Party Roofs. The provisions of this Section 14 shall apply to Villas only.

14.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding Party Roofs and liability for personal damage due to negligence or willful acts or omissions shall apply to all Party Roofs within LakePark that are built by Developer as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Roof, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the protruding structure, facility, projection, or Party Roof. The foregoing shall also apply to any replacements of Party Roofs. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

14.2 Sharing of Repair, Replacement and Maintenance for Party Roofs.

14.2.1 Generally. Association shall repair and maintain Party Roofs, the cost of which shall be shared equally by the Owners of the Homes sharing such Party Roof without prejudice and will be billed to such Owners as an Individual Assessment to the extent that Reserves have not been collected for such repairs and maintenance, subject, however, to the right of any Owner to call for a larger contribution from the other(s) under any rule of law regarding liability for negligent or willful acts or omissions. In the event insurance proceeds are available to pay the cost of repair, maintenance or replacement of Party Roofs, the balance shall be paid prorata by Owners as set forth below.

14.2.1 Failure to Contribute. In the event that an Owner shall fail or refuse to pay his/her/its pro rata share of costs of repair, maintenance or replacement of a Party Roof (whether or not through his/her/its own fault or the failure of his/her/its insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs or replacements are made to Party Roof and suit thereon shall be commenced one (1) year from the date such lien is filed.

14.2.2 Alterations. Subject to applicable building codes, the Owner of a Home sharing a Party Roof with an adjoining Home shall not make any alterations, additions or structural changes in the Party Roof without the prior written consent of the ARC, Neighborhood ARC and/or DRC (as applicable) and all governmental authorities having jurisdiction.

14.2.3 Emergency Repairs. Notwithstanding Association's responsibility to maintain and repair Party Roofs, as provided in this Section 14.2, Owners shall be responsible for temporary repairs to Party Roofs necessary to prevent injury, loss of life, imminent collapse of a roof or structure, or other damage to a structure ("Emergency Repairs"). Emergency Repairs shall include repairs necessary to make a Villa or Villa Building safe and/or to prevent further damage or danger and are not intended to be permanently incorporated into the structure. For illustrative purposes only, items or damage that constitute Emergency Repairs may include, without limitation, temporary roof repairs to avoid water or other damage. The cost of Emergency Repairs shall be shared equally by Owners of Homes sharing such improvements without prejudice, subject, however, to the right of an Owner to call for a larger contribution from the other Owner(s) under any rule of law regarding liability for negligence or willful acts or omissions. In the event that an Owner fails or refuses to pay his/her/its pro rata share of costs for Emergency Repairs (whether or not through his or her own fault or the failure of his/her/its insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have the right to file a claim of lien in the Public Records for such monies advanced and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs, replacements and/or maintenance are made to the Party Roof and the suit thereon shall be commenced one (1) year from the date such lien is filed. Notwithstanding the foregoing, Association shall have the right, but not the obligation, to advance monies for the repair, replacement and/or maintenance of Party Roof(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro rata share of the costs.

14.3 Easements. Each Owner sharing a Party Roof and Association shall have all easement rights reasonably necessary to perform the obligations contained in this Declaration over the Homes sharing the Party Roof.

15. Use Restrictions. In addition to the use restrictions in the Community Declaration and Neighborhood Declaration, each Owner must comply with the following:

15.1 Applicability. Developer shall have the right (but not the obligation) to exempt some or all of LakePark from the provisions of this Section 15. Subject to the foregoing right of the Developer, the provisions of this Section 15 shall apply to all of the Properties within LakePark and the use thereof, but shall not apply to the Developer or portions of the Properties within LakePark owned or leased by the Developer.

15.2 Alterations and Additions. No material alteration, addition or modification to a Parcel, Lot or Home or other improvement or structure or material change in the appearance thereof shall be made without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration.

15.3 Animals. No animals of any kind shall be raised, bred or kept within LakePark for commercial purposes. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners and occupants of Homes may keep domestic household pets as permitted by County and City ordinances or other governmental agencies), and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Domesticated pets may be kept in reasonable numbers; however, the total number of pets or animals in a Home may not exceed the number permitted by the City, County, and/or other governmental agencies. Dogs of an aggressive and/or vicious nature including, but not limited to, those commonly referred to as "pit bulls," must be registered with and meet all requirements of the City, County, and all other applicable governmental agencies. Notwithstanding the foregoing, pets and animals may be kept or harbored in a Home only so long as such pets or animals do not cause or are the source of annoyance, nuisance, or disturbance to any other Owner or occupant. A determination by the Board, in its sole discretion, that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet or animal shall be permitted outside a Home unless such pet is kept on a leash no longer than six (6) feet or within an enclosed portion of the yard of a Home, as approved by the ARC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, courtyard, porch, or patio. No dog runs or enclosures shall be permitted on any Home, Lot or Parcel. No wildlife, poultry or livestock shall be raised, bred or kept within LakePark. The ability to have and keep an animal or pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any animal or pet which becomes a nuisance or source of annoyance to other residents of LakePark or in any way causes damage to property. When notice of removal of any pet or animal is given by the Board to any Owner or resident, the pet or animal shall be removed by such Owner or resident within forty-eight (48) hours of the giving of the notice. All pets and animals shall defecate and urinate only in the "pet walking" areas within LakePark designated for such purpose, if any, or on that Owner's Home or Lot. The person walking the pet or animal or the Owner shall immediately clean up all matter created by the pet or animal. Each Owner shall be responsible for the activities of its pet(s) and animal(s). Notwithstanding anything to the contrary, seeing-eye dogs shall not be governed by the restrictions contained in this Section. Neither the Board nor Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing, and any occupant of a Home committing such violations shall fully indemnify and hold harmless the Board, the Developer, and Association. Any landscaping damage or other damage to the Common Areas caused by an Owner's pet or animal shall be promptly repaired by such Owner. Association and/or Neighborhood Association retains the right to effect such repairs and charge the Owner therefore.

15.4 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, rocks or other landscape devices shall be placed or maintained upon the exterior portion of any Home, Lot or Parcel without prior written approval by the ARC.

15.5 Cars and Trucks.

15.5.1 Parking. Except as otherwise provided in this Section 15.5.1, Owners' vehicle(s) shall be parked in the garage or driveway of the Owner's Home, if provided, and shall not block the sidewalk or protrude into the roadway. No vehicles of any nature shall be parked on any portion of LakePark or a Lot or Parcel except on

the surfaced parking area thereof and in marked parking spaces and shall not block or protrude into any portion of any roadways or sidewalks, if any. On-street parking within LakePark is prohibited with the exception of construction, service and delivery vehicles which are exempt from this provision for such period of time as is reasonably necessary to provide service or make a delivery. To the extent LakePark has any guest parking, Owners are prohibited from parking in such guest parking spaces. There may not be any guest parking provided within LakePark, and, in such case, all guests will be required to park in the driveway of a Home. Vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked in the Owner's driveway or in guest parking spaces, if any, and such parking shall be limited to the period of delivery being made to a Home. Recreational vehicles, personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller, and personal vehicles that can be appropriately parked within the garage of a Home may be parked in LakePark, provided, however, recreational vehicles must park within the garage of a Home.

15.5.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on LakePark for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within LakePark, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

15.5.3 Prohibited Vehicles. No commercial vehicle, limousines, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within LakePark except in the garage of a Home or as otherwise provided in this Declaration. The term commercial vehicle shall not be deemed to include law enforcement vehicles or utility vehicles (*i.e.*, Broncos™, Blazers™, Escalades™, Suburbans™, Explorers™, Hummers™, Navigators™, etc.) or clean "non-work" vehicles such as pick-up trucks, vans, or cars, if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer, the Founder (as defined in the Community Declaration), the District, the Community Association, or Builder of Homes, Common Areas, or any other LakePark facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on LakePark. For any Owner who drives an automobile issued by the County, City, or other governmental entity (*i.e.*, police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently. No vehicle with expired registration or expired license plates or flat tires may be kept within public view anywhere within LakePark. Subject to applicable laws and ordinances, any vehicle parked in violation of these and other restrictions contained in this Declaration or in the Rules and Regulations may (without obligation) be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing and once notice is posted, neither its removal, nor the failure of the owner to receive it for any reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting. Notwithstanding the foregoing, each Owner acknowledges that such Owner and his/her/its family, guests, tenants and invitees shall abide by all parking regulations issued by the local governing authority having jurisdiction.

15.6 Casualty Destruction to Improvements. In the event that a Home or other improvement 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 Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as set forth in Section 17 of this Declaration and as approved by the ARC, Neighborhood ARC, and DRC, as applicable. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ARC, Neighborhood ARC and DRC.

15.7 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, and administrative offices of Developer or Builders, no commercial or business activity shall be conducted in any Home within LakePark. Notwithstanding the foregoing,

and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within LakePark. No solicitors of a commercial nature shall be allowed within LakePark without the prior written consent of Association. No garage or yard sales are permitted, except as permitted by Association. No day care center or facility may be operated out of a Home. Prior to the Village Completion Date, Association shall not permit any garage or yard sales without the prior written consent of Developer.

15.8 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes within LakePark. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED TO A HOME, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS (INCLUDING SIGNS IN OR ON VEHICLES) OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET, NEGATIVE ADVERTISING AND NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN LAKEPARK AND THE RESIDENTIAL ATMOSPHERE THEREOF. Without limiting the foregoing, each Owner, by acceptance of a deed to a Home, agrees that picketing and posting negative signs, including signs in or on vehicles, is strictly prohibited.

15.9 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association's officer or representative of the Management Company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

15.10 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ARC shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout LakePark.

15.11 Decorations. No decorative objects including, but not limited to, birdbaths, figurines, wind chimes, light fixtures, sculptures, fountains, statues, weather vanes, or flagpoles (except for flagpoles as provided in Section 15.42) shall be installed or placed within or upon any portion of LakePark without the prior written approval of the ARC. Notwithstanding the foregoing, no statues, sculptures or birdbaths of any kind can be installed or placed within the yard of a Home which is visible from the street. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home in the manner permitted hereunder commencing on Thanksgiving and shall be removed no later than January 15th of the following year. The ARC may establish standards for holiday lights. The ARC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

15.12 Disputes as to Use. If there is any dispute as to whether the use of any portion of LakePark complies with this Declaration, such dispute shall, prior to the Village Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

15.13 Dog Park. The use of the dog park located within LakePark is restricted to residents of LakePark. Access to the dog park may be controlled by the use of access cards. The entry gate to the dog park must remain closed at all times except upon entering or exiting the dog park. Owners must be in control of their dogs at all times while in the dog park. Children under the age of sixteen (16) shall be accompanied by an adult at all times while in the dog park. All dogs must be properly vaccinated and licensed in order to use the dog park. The person walking the pet or the Owner shall immediately clean up all matter created by the pet. Each Owner shall be responsible for the activities of its dog including, without limitation, any personal injury or property damage caused by an Owner's dog, and shall fully indemnify and hold harmless the Board, the Developer, and Association.

15.14 Drainage System. Drainage systems and drainage facilities may be part of the Common Areas, Facilities and/or Homes. The maintenance of such system and/or facilities within the Common Areas shall be the responsibility of the Association and/or the District. Once drainage systems or drainage facilities are installed

by Developer, the maintenance of such systems and/or facilities within the boundary of a Home thereafter shall be the responsibility of the Owner. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) are adversely affected by landscaping, fences, structures (including, without limitation, pavers), or additions installed by an Owner, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to the ARC, Neighborhood ARC, and DRC prior written approval, as applicable) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots that adversely affect the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be part of Operating Costs of Association. Notwithstanding the foregoing, the Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

15.15 Extended Vacations and Absences. In the event a Home will be unoccupied for a period longer than 21 consecutive calendar days, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name, address and telephone number of the designee shall be furnished to Association. Neither Association nor Developer shall have any responsibility of any nature relating to any unoccupied Home, including, without limitation, installing or closing hurricane shutters prior to the arrival of a hurricane, tropical storm or other severe weather condition.

15.16 Fences/Walls/Screens. Unless installed by Developer, no walls or fences shall be erected or installed without prior written consent of the ARC, Neighborhood ARC and DRC, as applicable. No chain link fencing of any kind shall be allowed. All screening and screened enclosures shall require the prior written approval of the ARC, Neighborhood ARC, and DRC and shall be constructed utilizing white aluminum or such other type and color approved by the ARC, Neighborhood ARC, and DRC. Screening shall be charcoal in color. All enclosures of balconies or patios, including, without limitation addition of vinyl windows, and decks shall require the prior written approval of the ARC, Neighborhood ARC, and DRC. In the event a fence is installed within a drainage easement area with prior ARC, Neighborhood ARC, and DRC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided in Section 15.14 of this Declaration. Notwithstanding the foregoing, no fences, walls or other structures shall be permitted or approved by the ARC within any lake maintenance easements, lake slopes or lake banks.

15.17 Fire Extinguishers and Smoke Detectors. Each Owner shall be responsible to timely check, maintain and/or replace fire extinguishers and smoke detectors within the Home. Smoke detectors should be replaced at least every ten (10) years. Fire extinguishers should be recharged or replaced after each use.

15.18 Fuel Storage. No fuel storage shall be permitted within LakePark, except as may be necessary or reasonably used for spas, barbecues, fireplaces, emergency generators or similar devices and as otherwise permitted by this Declaration.

15.19 Garages. Each Home will have its own garage. No garage shall be converted into a general living area or used as living quarters by any person, except with the prior written approval by ARC and all governmental authorities having jurisdiction, nor shall any commercial or business venture be operated out of any garage. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required or when the garage door screen is extended across an inside surface of the garage door. The garage door may be screened with the use of a hidden or retractable screen installed behind the garage door with the prior written approval by ARC. Such garage door screen must recess to the sides of the garage door or otherwise be hidden from view when not in use. No part of a garage door screen shall be visible when the garage door is closed.

15.20 Garbage Cans. Trash collection, disposal and recycling procedures established by Association, Neighborhood Association, and/or Community Association, if any, shall be observed. It is possible that Association, Neighborhood Association or Community Association may (but are not obligated to) provide for garbage and recycling pick-up, the cost of which shall be part of Operating Costs of Association or operating costs

of Neighborhood Association or Community Association, as applicable. No outside burning of trash or garbage is permitted. No garbage cans, recycling bins or containers, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home, Lot or Parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection entities in accordance with the requirements of any such entity, including the placement of trash and recycling receptacles in specified locations. All such trash and recycling receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans, trash containers, and recycling bins or containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up, and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up. Association, Neighborhood Association and/or Community Association may require that specific garbage cans, trash containers and recycling bins or containers be used and purchased from or through Association, Neighborhood Association and/or Community Association.

15.21 General Use Restrictions. Each Home, the Common Areas and any portion of LakePark shall not be used in any manner contrary to the Association Documents.

15.22 Generators. During times of power outages, Owners may use generators as back-up electrical sources. Such generators must have sound attenuation buffers. Generators may be tested on business days between 9:00 a.m. and 5:00 p.m. and after a hurricane warning has been issued by the National Weather Service for the City and/or area where LakePark is located. No permanent generator may be installed without the prior written approval of the ARC and prior written approval from all governmental authorities having jurisdiction.

15.23 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ARC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ARC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

15.24 Irrigation. The water used in the irrigation system is not suitable for drinking or water sports. Children and pets should not play in such water and the water should not be ingested by humans or pets and should not be used to irrigate anything meant for human consumption. Due to water quality, irrigation systems may cause staining on Homes, other structures, paved areas, or vehicles. It is Association's responsibility to treat and remove any such staining from Villas but not Single Family Homes; the Owners of Single Family Homes shall be responsible to treat and remove any such staining from Single Family Homes. Association may require from time to time that Owners adopt systems to prevent stains, i.e. automatic deionization systems. The yard of each Home may be equipped with irrigation lines, depending on the model of the Home. No Owner whose Home adjoins a waterway or lake may utilize the waterway or lake to irrigate. Any use of lake water or water from any other waterbody is at the Owner's sole risk as chemicals are used to control aquatic vegetation in lakes and waterbodies. Association, Community Association and Neighborhood Association may use waterways and lakes to irrigate subject to applicable permitting and authorization from the District, and Developer, Association, Community Association and Neighborhood Association shall not be liable for same. BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER, ASSOCIATION, COMMUNITY ASSOCIATION OR NEIGHBORHOOD ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer, SFWMD, Community Association, Neighborhood Association and/or Association shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times, subject to applicable permitting and authorization from the District. Developer may utilize a computerized loop system for irrigation. Any computerized loop irrigation system shall be the maintenance obligation of the Association and shall be deemed part of the Common Areas.

15.25 Landscape Lighting. No landscape lighting shall be installed by an Owner without the prior written approval of the ARC.

15.26 Landscaping; Removal of Sod and Shrubbery; Additional Planting. Owners may not place additional plants, shrubs, or trees within any portion of LakePark without the prior approval of the ARC. Without prior approval of the ARC, no sod, topsoil, tree, or shrubbery shall be removed from any Lot, no change in the elevation of the land shall be made, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ARC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to a Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association and/or other Owners for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

15.27 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside any Home, Lot or Parcel. Clotheslines may be installed in the rear yard of a Home so long as not visible from the front of the Home. No clothes drying area may be placed on any Lot or Parcel until its location and material for the clothesline have been submitted to and approved by the ARC.

15.28 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of LakePark. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of LakePark shall be the same as the responsibility for maintenance and repair of the property concerned.

15.29 Leases, Licenses and Occupancy Agreements. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased or licensed for occupancy on any basis. No transient tenants may be accommodated in a Home. All leases, licenses or occupancy agreements shall be in writing and a copy of all such leases, licenses or occupancy agreements shall be provided to Association if so requested by Association. All leases, licenses and occupancy agreements shall be on forms approved by the Association and shall provide (and if not so provided shall be deemed to provide) that Association shall have the right to terminate the lease, license or occupancy agreement upon default by the tenant or occupant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing LakePark or administered by Association. Owners are responsible for providing their tenants and other occupants with copies of all Association Documents and other applicable documents or instruments governing LakePark at such Owner's sole cost and expense. No Home may be subject to more than two (2) leases, licenses or occupancy agreements in any twelve (12) month period, regardless of the lease, license or occupancy agreement term. No time-share or other similar arrangement is permitted. No lease, license or occupancy agreement term shall be less than six (6) months. No guest shall be permitted to remain in a Home unless the Owner of the Home is also occupying the Home, and no guest shall be permitted to remain in a Home for any period in excess of thirty (30) consecutive days. No subleasing or assignment of lease rights by the tenant is permitted. In no event shall occupancy of a leased or licensed Home or Home subject to an occupancy agreement (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each Owner shall be jointly and severally liable with the tenant, licensee or occupant to Association for all costs incurred by Association for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants, licensees or occupants. Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner. Additionally, as a condition to the approval by Association of a proposed lease, license or occupancy of a Home, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by Association. The security deposit shall protect against damages to the Common Areas or Association Property. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. Association may also charge a reasonable fee to offset the costs of a background check on a proposed tenant or occupant. All leases, licenses and occupancy agreements shall also comply with and be subject to the Community Declaration, Neighborhood Declaration and Section 26 of this Declaration. Notwithstanding the foregoing, this Section shall not

apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home.

15.30 Minor's Use of Facilities. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his or her Home. Developer, Neighborhood Association and Association shall not be responsible for any use of the facilities and Common Areas by anyone, including minors. Children under the age of sixteen (16) shall be accompanied by an adult at all times.

15.31 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of LakePark is permitted. No firearms or fireworks shall be discharged within LakePark. Nuisances shall include, without limitation, the playing of loud music or the gathering in front of Homes or Common Areas by any Owner or permitted occupant thereof, his/her immediate family, guests, tenants and invitees. Nothing shall be done or kept within the Common Areas, or any other portion of LakePark, including a Home, Lot or Parcel which will increase the rate of insurance to be paid by Association.

15.32 Oil and Mining Operations. No oil drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any portion of LakePark, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any portion of LakePark. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any portion of LakePark.

15.33 Painting. Villas shall be painted by Association pursuant to Section 11.10 of this Declaration. The exterior of all Villa Buildings shall be uniformly maintained including, but not limited to, painting and pressure cleaning, all of which may be required to be performed by the Association at the same time by the same contractor as required by the Association and/or ARC. Single Family Homes shall be repainted and/or pressure cleaned within forty-five (45) days' notice by the ARC.

15.34 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Parcel, Lot or Home, or any other portion of LakePark, which is unsightly or which interferes with the comfort and convenience of others.

15.35 Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas, jacuzzis and appurtenances installed shall require the prior written approval of the ARC, Neighborhood ARC, and DRC, as applicable, as well as the prior approval of all governmental authorities having jurisdiction. No diving boards, slides or platforms shall be permitted. Owners of Homes with pools, hot tubs, spas and/or jacuzzis shall be responsible for the maintenance of such pools, hot tubs, spas and jacuzzis, and all of them shall be adequately maintained and chlorinated (or cleaned with a similar treatment). Owners acknowledge, understand and agree that not all Lots may be large enough to accommodate a pool, hot tub, spa and/or Jacuzzi.

15.36 Removal of Soil and Additional Landscaping. Without the prior consent of the ARC, Neighborhood ARC, and DRC, if applicable, no Owner shall remove soil from any portion of LakePark, change the level of the land within LakePark, or plant landscaping which results in any permanent change in the flow and drainage of surface water within LakePark. Owners may not place additional plants, shrubs, or trees within any portion of LakePark without the prior written approval of the ARC.

15.37 Driveways and Pressure Treatment. Exterior surfaces and/or pavement, including, but not limited to, walks, streets and driveways, shall be pressure treated by the Association. No surface applications to driveways shall be permitted without the prior written approval of the ARC as to material, color and pattern. Such applications shall not include the sidewalk. No oil stains, stains or weeds are permitted on driveways, Lots or Parcels.

15.38 Rights to Stormwater Runoff, Effluent, and Water Reclamation. By conveyance of a Home within LakePark, each Owner understands and irrevocably consents to the possibility of irrigation of the

Common Areas, other areas within LakePark and adjacent areas, with treated effluent, provided that the effluent emanates from an approved treatment plant with an operating permit from the appropriate governmental agencies. Developer, its agents, successors and/or assigns, shall have the exclusive right to develop and utilize the ground and surface water resources of LakePark for any legal purpose, including the distribution and use of such water beyond LakePark. Such right shall include an easement over LakePark for access and for installation and maintenance of facilities and equipment to capture and transport ground water, surface water and storm water runoff. The conveyance of any Home to an Owner by Developer does not include the right to develop or utilize the ground, surface or storm water resources within such Home. Developer or its designee may establish programs for reclamation of storm water runoff and wastewater for appropriate uses within or outside Casa Bianca and may require Owners and occupants of Homes to participate in such programs to the extent reasonably practical. No Owner or occupant shall have any right to compensation for water claimed or reclaimed from his or her Home. Additionally, the Board may establish restrictions on or prohibit outside use of potable water within LakePark. A non-exclusive easement is hereby created over LakePark in favor of Association for overspray of water from any irrigation system serving the Common Areas. Association may use treated effluent in the irrigation of any Common Areas. Association shall not be held liable for any damage or injury resulting from such overspray or the exercise of this easement. This Section may not be amended without the consent of Developer or its successor, and the rights created in this Section 15.38 shall survive the termination of this Declaration.

15.39 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Parcel without the prior written approval thereof being first had and obtained from the ARC, as required by this Declaration, and the Neighborhood ARC and DRC, if and as required by the Neighborhood Declaration and Community Declaration. The ARC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of satellite dishes, antennas, and other equipment under this Section must be first approved by the ARC in order to address the welfare of the residents of LakePark. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others, and satellite dishes must be on fascia board when possible with no exposed wires. Notwithstanding the foregoing, all antennas not permitted by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

15.40 Screened Enclosures. No screened enclosures shall be permitted without the prior written approval of the ARC.

15.41 Service Providers. Service providers, employees and domestic help of any Owner (i.e. nurses) may not gather or lounge in or about the Common Areas.

15.42 Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of LakePark that is visible from the outside without the prior written approval thereof being first had and obtained from the ARC, as required by this Declaration, and Neighborhood ARC and DRC, if and as required by the Neighborhood Declaration and Community Declaration, and without the prior written approval thereof by governmental agencies, if necessary; provided, however, signs required by governmental agencies and approved by the ARC may be displayed (e.g., permit boards). All "For Sale" and "For Rent" signs must be approved by the ARC. Notwithstanding the foregoing, no broker, "For Sale" or "For Rent" signs shall be exhibited, displayed, inscribed, painted or affixed in, or upon, any part of LakePark while Developer holds any Homes for sale in LakePark. No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. Notwithstanding the foregoing, no ARC approval is necessary for the installation of one (1) portable, removable United States of America flag or official flag of the State of Florida displayed in a respectful manner, and one (1) portable, removable official flag, not larger than 4 ½ feet by 6 feet and displayed in a respectful manner, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard or a POW-MIA flag. In addition, no ARC approval is necessary for installation of one (1) freestanding flagpole no more than twenty feet (20') high on any portion of such Owner's Lot as long as the flagpole does not obstruct sightlines at intersections and is not erected within an easement, and upon which an Owner may display in a respectful manner and without ARC approval one (1) official United States of America flag, not larger than 4 ½ feet by 6 feet, and one (1) official

flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, which additional flag is equal in size to or smaller than the United States of America flag. Notwithstanding the foregoing, any flagpole and flag display are subject to all applicable building codes, zoning setbacks, and other governmental regulations.

15.43 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of LakePark without prior written consent of the ARC and the prior written consent of the Neighborhood ARC and DRC if and as required by the Neighborhood Declaration and Community Declaration. No basketball backboards, skateboard ramps, or play structures will be permitted without prior written approval by the ARC and prior written approval of the Neighborhood ARC and DRC, if and as required by the Neighborhood Declaration and Community Declaration. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home or permanently installed in the yard of or adjacent to a Home or any other portion of LakePark. All portable basketball hoops and other sports equipment must be stored inside the Home when not in use.

15.44 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior written approval of the ARC, which approval shall conform to the requirements of this Declaration. Water softeners, trash containers, propane tanks and other similar devices shall be properly screened from the street in a manner approved by the ARC.

15.45 Subdivision and Regulation of Land. No portion of any Home, Villa Building, Lot or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to LakePark prior to the Village Completion Date, without the prior written approval of Developer, which may be granted or denied in its sole discretion or if after the Village Completion Date, without the prior written approval of (i) sixty-six and two thirds percent (66 2/3%) of the Board and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the Members at which there is a quorum.

15.46 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of LakePark or within any Home, Villa Building, Lot or Parcel, except those which are required for normal household use and except as otherwise provided in Section 15.18 of this Declaration. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ARC.

15.47 Swimming, Fishing, Boating, Docks and Wildlife. Swimming, fishing and feeding wildlife are prohibited within any of the lakes or waterbodies within, adjacent to, or in the vicinity of LakePark. Boating and personal watercraft (e.g., jet skis) are prohibited. No docks may be erected within any lake or waterbody. Animals such as alligators and snakes may live in or around lakes or waterbodies and Owners, their guests, invitees, lessees, family members and licensees use of the lakes and waterbodies is at their own risk.

15.48 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

15.49 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ARC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot or Parcel where such obstruction would create a traffic problem.

15.50 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking

caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.

15.51 Wells and Septic Tanks. No individual wells will be permitted on any Lot or Parcel and no individual septic tanks will be permitted on any Lot or Parcel.

15.52 Wetland and Conservation Areas. As more particularly described in the Neighborhood Declaration and Community Declaration, the Common Areas and/or Facilities may include one or more conservation areas, preserves, wetlands, mitigation areas, and drainage easements, and Lots may be adjacent to conservation areas, wetlands, wetland mitigation or preservation areas, and drainage easements which may be dedicated by Plat and/or protected by a conservation easement. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Neighborhood Association, Community Association and/or the District in their natural state.

15.52.1 Generally. LakePark, the Neighborhood and/or Community contains and may be adjacent to conservation areas which may include, without limitation, wetlands, preserve areas, uplands, buffer areas, mitigation areas, and/or drainage easements which may be dedicated by plat and/or protected by a conservation easement, development agreement (collectively, "Conservation Areas"). The District, Community Association, and/or Neighborhood Association is/are responsible for the maintenance of the Conservation Areas, including, but not limited to, mitigation and monitoring and will take action against Owners, as necessary, to enforce the conditions of the conservation easements and permits affecting the Conservation Areas, including the Permit and the ACOE Permit. Homes may abut a Conservation Area. No Owner or other person shall alter Conservation Areas from their natural state and shall take no action or enter onto Conservation Areas so as to adversely affect the same. Owners are prohibited from clearing any Conservation Areas, including cutting; dumping any materials or disposing debris or fill into Conservation Areas; planting or introducing any nuisance or exotic species in or adjacent to Conservation Areas; removing native vegetation from Conservation Areas; applying herbicides, pesticides or other chemicals to Conservation Areas; dredging, digging or excavating Conservation Areas; constructing on Conservation Areas, removing or destroying of trees, shrubs or other vegetation from the Conservation Areas, or otherwise modifying Conservation Areas from their natural state. All Conservation Areas are to be kept and maintained in their natural state and may be subject to restrictions required by the SFWMD, which restrictions must be complied with at all times. Owners may not construct or maintain any building, residence, or structure, or undertake or perform any activity in the Conservation Areas, unless prior approval is received from the SFWMD and the District(s). Each Owner, at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved on file with the SFWMD. All questions regarding the Conservation Areas and authorized activities within the Conservation Areas should be addressed to the Community Developer, Community Association, Neighborhood Association, the District and/or SFWMD.

15.52.2 Prohibited Actions in the Conservation Areas. The following acts and activities are expressly prohibited in the Conservation Areas:

15.52.2.1 Construction or placing of buildings, roads, signs, billboards, or other advertising or other structures on or above the ground.

15.52.2.2 Dumping or placing of soil or other substances or material such as trash, waste, unsightly or offensive materials.

15.52.2.3 Removal, mowing, destruction or trimming of trees, shrubs or other vegetation, except for the removal of exotic/nuisance vegetation which are required to be removed by applicable law.

15.52.2.4 Application of herbicides, pesticides or fertilizers except to treat specific infestations or to provide specific nutrients to enhance vegetative establishment.

15.52.2.5 Excavation, dredging or removal of loam, peat, grave, soil, rock or other material substances.

15.52.2.6 Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat conservation or preservation.

15.52.2.7 Acts or uses detrimental to such retention of land or water uses.

15.52.2.8 Surface use except for purposes that permit the land or water areas to remain predominantly in its natural condition.

15.53 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

15.54 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without the prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

16. Insurance. Association shall maintain the following insurance coverage, the cost of which shall be part of Operating Costs to be shared equally by Owners:

16.1 Common Areas. Association, acting through the Board, shall obtain and maintain the following insurance coverage, if reasonably available or if not reasonably available, the most nearly equivalent coverage as are reasonably available, at the Board's sole determination.

16.1.1 Casualty. Property and casualty insurance for all insurable improvements owned or maintained by the Association on the Common Areas, in such amounts as shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of loss or damage by fire or other insured casualty covered by a standard extended coverage endorsement.

16.1.2 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("NFIP"), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area and any other Common Areas for which the Association chooses to obtain flood insurance.

16.1.3 Liability Insurance. Commercial general liability insurance and hazard insurance providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Village Completion Date), and Association.

16.1.4 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

16.1.5 Fidelity Bonds. Unless waived on an annual basis by approval of a majority of the voting interests present at a properly noticed meeting of the Association, the Association shall obtain insurance or a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association including, but not limited to, persons who control or disburse funds of the Association, i.e. persons authorized to sign checks on behalf of the Association, and the president, vice-president secretary, and treasurer of the Association. In the event Association delegates

some or all of the responsibility for the handling of the funds to a Management Company, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond or insurance shall be based upon reasonable business judgment and must cover the maximum funds that will be in the custody of the Association or its licensed manager or Management Company at any one time. The fidelity bonds must meet the following requirements (to the extent available at a reasonable premium):

16.1.5.1 The bonds shall name Association as an obligee.

16.1.5.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

16.1.5.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a Management Company, or its officers, employees and agents), shall be paid by Association.

16.1.5.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Village Completion Date), and Association.

16.1.6 Other Insurance. Such other insurance coverage as is appropriate from time to time. All coverage obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

16.1.7 Developer. Prior to and including the Turnover Date and to the extent not prohibited by law, Developer shall have the right, at Association's expense, to provide any such insurance coverage required by this Declaration as it deems appropriate under its master insurance policy in lieu of any of the foregoing.

16.2 Homes.

16.2.1 Requirement to Maintain Insurance. The Association has the right, but not the obligation, to maintain property insurance for the Single Family Homes and/or Villas offering protection against loss or damage by fire and other hazards, including, but not limited to, windstorm, covered on an all-risk basis and in an amount not less than one hundred percent (100%) of full insurable replacement value thereof. If the Association chooses to maintain such insurance, the cost of such insurance will be an Operating Cost of Association paid by Owners of Single Family Homes and/or Villas, as applicable, through Assessments. If the Association chooses to maintain such insurance, the named insured shall be the Association, individually and as agent for Owners covered by the policy, without naming them, and as agent for their mortgagees, without naming them, and all payments for losses made by the insurer shall be paid to Association who will pay the Owner(s) on whose behalf the payment was received, as applicable or used to fund repairs for an insured loss for which Association has the obligation to repair pursuant to this Declaration. If, however, the Association chooses not to obtain such insurance, then each Owner shall be required, at each Owner's sole cost and expense, to obtain and maintain insurance on such Owner's Home offering protection against loss or damage by fire and other hazards including, but not limited to, windstorm, in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof and, in addition, if a Home is located in a flood zone, flood insurance covering the lesser of one hundred percent (100%) of full insurable replacement value of the Home or the maximum amount of such insurance available under NFIP. Such insurance maintained by Owners shall name the Association as an additional insured and loss payee and shall be sufficient for necessary repair or reconstruction work, and related costs or shall cover the costs to demolish a damaged Home, as applicable, remove the debris, and to resod and landscape the land comprising the Home. If Association does not maintain insurance, upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his/her/its Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his/her/its obligations hereunder. IN THE EVENT THAT THE ASSOCIATION MAINTAINS INSURANCE PURSUANT TO THIS SECTION 16.2.1, ALL INSURANCE PREMIUMS SHALL BE DEEMED PART OF OPERATING COSTS OF THE

ASSOCIATION AND EACH OWNER SHALL PAY AN EQUAL SHARE OF SUCH COSTS AS PART OF ASSESSMENTS REGARDLESS OF THE LOCATION, TYPE, OR SIZE OF A HOME, LOT OR PARCEL.

16.2.2 Association Insurance. In the event the Association maintains insurance on Homes as provided in Section 16.2.1 above, such insurance shall cover all portions of Homes and fixtures as originally installed or replacements of like kind and quality in accordance with the original plans and specifications. Such coverage shall exclude (1) all personal property located within Homes or Lots and owned, supplied or installed by Owners and (2) floor, wall and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and all countertops, and all window treatments which are located within the boundaries of a Home, (3) additions or modifications to a Home or Lot made by Owners (with ARC, Neighborhood ARC, and DRC prior written approval), and (4) insurance for Owners' personal liability and living expenses. In addition, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within the Owner's Home, nor casualty or theft loss to contents, including the other items excluded from the insurance maintained by the Association as provided herein, of such Home. It shall be the obligation of each Owner to obtain and maintain insurance at their own expense as to all other risks not covered by the insurance carried by the Association, and for all real and personal property not insured by the Association, including all items excluded from insurance provided by Association. One copy of each insurance policy obtained by the Association or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by Association upon request to each Lender who holds a mortgage upon a Home covered by the policy. Insurance coverage obtained by the Association may contain reasonable deductible provisions as determined by the Board (and approved by Developer prior to the Village Completion Date).

16.2.3 Owners Personal Coverage. In the event Association maintains insurance in accordance with Section 16.2.1 above, Association shall not be responsible to Owners to obtain insurance coverage on personal property within the Homes, nor insurance for floor, wall and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built in cabinets and all countertops, and all window treatments which are located within the boundaries of a Home, nor insurance for additions or modifications to a Home, Lot or Parcel made by an Owner (with ARC, Neighborhood ARC, and DRC approval), nor insurance for Owners' personal and/or business liability and expenses nor risks not otherwise required to be insured if Association elects to maintain insurance in accordance with Section 16.2.1 above.

16.2.4 Association Has No Liability. Notwithstanding anything to the contrary in this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

16.3 Fidelity Bonds. Unless waived on an annual basis by approval of a majority of the voting interests present at a properly noticed meeting of the Association, the Association shall obtain insurance or a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association including, but not limited to, persons who control or disburse funds of the Association, i.e. persons authorized to sign checks on behalf of the Association, and the president, vice-president secretary, and treasurer of the Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a Management Company, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond or insurance shall be based upon reasonable business judgment and must cover the maximum funds that will be in the custody of the Association or its licensed manager or Management Company at any one time. The fidelity bonds must meet the following requirements (to the extent available at a reasonable premium):

16.3.1 The bonds shall name Association as an obligee.

16.3.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

16.3.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a Management Company, or its officers, employees and agents), shall be paid by Association.

16.3.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Village Completion Date), and Association.

16.4 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

16.5 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty pursuant to Section 17.1.

16.6 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform to the then current governmental regulation(s).

16.7 Additional Insured. Developer and its lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

16.8 Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

16.9 Insurance Deductibles. Notwithstanding the provisions of Section 16.8 of the Declaration, in the event that the Association maintains insurance on Homes as provided in Section 16.2.1 and there is damage to portions of a Home or Villa Building for which the responsibility of maintenance and repair is that of the Association pursuant to the terms of this Declaration, then any insurance deductible for an insured and covered loss will be charged as an Individual Assessment to each Owner whose Home is repaired and the cost of which is paid for by insurance proceeds. In the event that the Association maintains insurance on Homes as provided in Section 16.2.1 and there is damage to portions of a Home or Villa Building for which the responsibility of maintenance and repair is that of the Owners pursuant to the terms of this Declaration, then any insurance deductible for an insured and covered loss shall be paid by the Owner(s) of the Home(s) to be repaired and/or reconstructed.

16.10 Repair Costs Exceed the Amount of Insurance Proceeds. Notwithstanding the provisions of Section 16.8 of the Declaration, in the event that the Association maintains insurance on Homes as provided in Section 16.2.1 and there is damage to portions of a Home or Villa Building for which the responsibility of maintenance and repair is that of the Association pursuant to the terms of this Declaration, then the cost of repair or replacement in excess of insurance proceeds or not paid by insurance proceeds shall be charged as an Individual Assessment to each Owner whose Home is repaired. In the event that the Association maintains insurance on Homes as provided in Section 16.2.1 and there is damage to portions of a Home or Villa Building for which the responsibility of maintenance and repair is that of the Owners pursuant to the terms of this Declaration, then the Owner(s) of the damaged Home(s) is/are responsible for and shall pay the cost of repair and replacement in excess of insurance proceeds or not paid by insurance.

16.11 Owner Responsibility. Notwithstanding any other provision of this Declaration, an Owner is responsible for any insurance deductible and the costs of repair or replacement of property insured by the Association and not paid by insurance proceeds if such damage is caused by the intentional conduct, negligence or failure to comply with the terms of this Declaration by the Owner, the Owner's family, or the Owner's occupants, tenants, guests or invitees.

17. Reconstruction, Repair or Demolition.

17.1 Reconstruct or Repair. Subject to the provisions of Section 17.2, in the event that any Home is damaged or destroyed by fire or other casualty, the Owner shall immediately clear the Lot upon which the Home is located of all debris and make any repairs necessary to continue the structural soundness of any wall which formed a part of the Home, and the Owner shall commence reconstruction and/or repair of the Home ("**Required Repairs**") within thirty (30) days from the Owner's receipt of the insurance proceeds, if any, respecting such Home, or such longer period of time established by the Board in its sole discretion. Such Required Repair must be completed in a continuous, diligent, and timely manner and Association shall have the right to inspect the progress of all reconstruction and/or repair work. In the event that more than one (1) Home within a Villa Building is damaged or destroyed, all Required Repairs to structural and exterior portions and components of the Villa Building must be completed by a single contractor chosen by the Owners of Homes to be reconstructed or repaired, and in the event such Owners cannot agree within thirty (30) days following the later of the date the casualty or loss occurred or the date the amount of insurance proceeds is determined, the Board shall choose the contractor with whom the Owners of the affected Homes shall contract to complete the Required Repairs. The Required Repairs to the structural and exterior portions of a Villa Building must be made substantially in accordance with the plans and specifications for the original Villa Building subject to applicable building codes.

17.2 Substantial Damage; Determination to Reconstruct or Repair. In the event damage to a Single Family Home constitutes Substantial Damage, the Owner of the Single Family Home may choose not to proceed with the Required Repairs, in which event the Owner shall demolish the Single Family Home, remove all debris and resod and landscape the Home as required by the ARC ("**Single Family Home Required Demolition**") to the extent permitted by the ARC and by law, and to the extent any Lender holding a mortgage on a Home consents to the Single Family Home Required Demolition (unless the mortgage on such Home will be paid off in full with insurance proceeds or otherwise). In the event the damage to a Villa constitutes Substantial Damage, then the Association shall call a meeting of all of the Owners of Villas within the affected Villa Building on or before thirty (30) days following the later of the date such casualty or loss occurred or the date the amount of the insurance proceeds is determined, but in no event later than ninety (90) days following the date such casualty or loss occurred. During that meeting the Owners of Homes within such Villa Building may unanimously agree not to proceed with the Required Repair subject to obtaining the written consent of all Lenders holding mortgages on Homes within the Villa Building (unless the mortgages on such Homes will be paid off in full with insurance proceeds or otherwise). In the event that the Owners of Homes within the Villa Building unanimously agree not to proceed with the Required Repair and all Lenders holding mortgages on Homes within the Villa Building provide written consent, the Owner shall demolish the Home, remove all debris and resod and landscape the Home as required by the ARC ("**Villa Required Demolition**", and together with Single Family Home Required Demolition, "**Required Demolition**") to the extent permitted by the ARC and by law, and to the extent any Lender holding a mortgage on a Villa within the Villa Building consents to Villa Required Demolition (unless the mortgage on such Home will be paid off in full with insurance proceeds or otherwise). Such agreement not to proceed with the Villa Required Repair shall be memorialized in a writing executed by all Owners of Homes within such Villa Building and, together with the written consent of the Lenders holding mortgages on Villas within the Villa Building, presented to the ARC, whose written approval shall be required before any such demolition can commence. The Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole discretion subject to extension if required by law. If all of the Owners of Villas within a Villa Building and all Lenders holding mortgages on Homes within a Villa Building do not agree to the Villa Required Demolition, then such Villa Required Demolition shall not be commenced and all Owners of damaged or destroyed Villas within such Villa Building shall perform the Required Repairs with respect to such Villas as provided in Section 17.1 of this Declaration. Notwithstanding the foregoing and anything to the contrary in this Declaration, Required Repairs shall be completed in the event that a failure to complete the Required Repairs will result in a violation of any applicable building, zoning or other code and in the event Required Repairs are required by the Community Association or Neighborhood Association.

17.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 17 shall be in accordance with the Village Standards and any other standards established by Association with respect to any casualty that affects all or a portion of LakePark. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

17.4 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repairs or Required Demolition as provided in this Declaration, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repairs or Required Demolition. All Required Repairs performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repairs or Required Demolition performed by Association. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repairs or Required Demolition on his or her Home within the time periods and in the manner provided in this Declaration.

17.5 Rights of City and/or County. In the event that any Home is destroyed by fire or other casualty, City, the County and/or any other authorized governmental agency shall have the right, but not the obligation, to enter such Owner's Lot and/or Home for the purpose of inspecting and assessing the damage to such Home. City, County and/or any other authorized governmental agency shall further have the right to enforce any local laws and/or ordinances with regard to the Required Repairs or the Required Demolition of the Home.

18. Property Rights.

18.1 Owners' Easement of Enjoyment. Every Owner (including Developer), and its immediate family, tenants, guests and invitees, and every owner of an interest in LakePark shall have a non-exclusive right and easement of ingress and egress over, and enjoyment in and to those portions of the Common Areas which such Owner is entitled to use for their intended purpose, subject to the following provisions:

18.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

18.1.2 Rules and Regulations adopted governing use and enjoyment of the Common Areas.

18.1.3 The right of Association, Community Association and/or Neighborhood Association to suspend an Owner's rights under this Declaration, the Community Declaration or under the Neighborhood Declaration or to impose fines in accordance with Section 720.305 of the Florida Statutes, as amended from time to time.

18.1.4 The right of Association to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its immediate family, etc. for any period during which any Assessment against that Owner remains unpaid.

18.1.5 The right of Association to require that vehicles of all or certain types of Owners, Lessees, and occupants bear appropriate decals and to charge a reasonable for such decals.

18.1.6 The right of Association to reasonably limit the number of Owners, Lessees and guests using the Common Areas.

18.1.7 The right of Developer, Community Association, Neighborhood Association, the District and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Village Completion Date without prior written consent of Developer.

18.1.8 The right of Developer, Community Association, Neighborhood Association, the District and/or Association to modify the Common Areas as set forth in this Declaration.

18.1.9 The perpetual right of Developer to access and enter the Common Areas at any time, even after the Village Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Areas so

that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

18.1.10 The rights of Developer, the District, Community Association, Neighborhood Association, and/or Association regarding LakePark as reserved in this Declaration including, without limitation, the right to utilize the same and to grant use rights, etc. to others.

18.1.11 An Owner relinquishes use of the Common Areas at any time that a Home is leased to a Lessee or otherwise occupied pursuant to an approved lease, license or occupancy agreement.

18.2 Yard Areas. The yard adjacent to the front and back of a Home, if any, shall be for the exclusive use of the Home to which such yard is adjacent, subject to the rights of Owners, the Community Association, the Neighborhood Association and/or Association to access such areas to perform maintenance and other obligations, if any, pursuant to this Declaration, the Community Declaration and/or the Neighborhood Declaration.

18.3 Access, Ingress and Egress, and Parking. In addition to the general easements for use of the Common Areas, there shall be, and Developer reserves, grants and covenants for themselves and all future Owners and their family members, lessees and guests and to the Association, a perpetual, non-exclusive easement for access, ingress and egress for: (i) pedestrian traffic over, and through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, LakePark; (ii) for vehicular traffic over, through and across such portions of LakePark as, from time to time, may be paved and intended and designated for such purposes; and (iii) vehicular parking on any portions of LakePark as, from time to time, may be paved and intended and designated for parking as permitted by this Declaration.

18.4 Maintenance Easement. Each Owner and the Owner's contractors and subcontractors shall have an easement over those portions of the Common Areas and those portions of the Villa Building in which the Owner's Home is located which is necessary for Owners to fulfill any maintenance, repair and reconstruction obligations of Owners under this Declaration.

18.5 Development Easement. In addition to the rights reserved elsewhere in this Declaration, Developer reserves an easement for itself and/or its nominees over, upon, across, and under LakePark as may be required in connection with the development of LakePark, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, or any portion of LakePark, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within LakePark for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Further, Developer may market other residences and commercial properties located outside of LakePark from Developer's sales facilities located within LakePark. Developer has the right to use all portions of the Common Areas in connection with its marketing activities including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential properties. The easements created by this Section, and the rights reserved in this Declaration in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 25.11.1 of this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any rights of Developer in this Declaration, Developer may non-exclusively assign its rights hereunder to each Builder.

18.6 Signage. There is hereby reserved to Developer, its successors and assigns, a perpetual, non-exclusive easement to access all signage for LakePark and the Neighborhood, if any, to identify Minto and/or any of its affiliated or related entities directly below, or in close proximity, to the name of LakePark or the Neighborhood or install additional signage identifying Minto and/or any of its affiliated or related entities in close proximity of any signage containing the LakePark or Neighborhood name. Further, Developer shall have the right, but not the obligation, to maintain, modify or remove such signage in its sole and absolute discretion, without consent of the Association, Neighborhood Association or any Owner.

18.7 Public Easements. City, County, fire, police (including the sheriff's department), school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. Such permanent and perpetual easements include any agreements between the City, County, Developer, Community Developer, Community Association, Neighborhood Association and/or Association for traffic control and enforcement purposes on the roads and roadways within LakePark. In addition, Telecommunications Providers shall also have the right to use all paved roadways within LakePark for ingress and egress to and from Telecommunications Systems within LakePark.

18.8 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided in this Declaration.

18.9 Easement for Encroachments. If (a) any improvement upon any portion of the Common Areas encroaches upon any other portion of LakePark; (b) any improvements upon any portion of LakePark encroaches upon any portion of the Common Areas; or (c) any encroachment shall hereafter occur as a result of (i) construction of any improvements; (ii) settling or shifting of any improvement; (iii) any alteration or repair to the Common Areas (or improvements thereon) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any improvement of the Common Areas, then, in any event, an easement appurtenant to the encroachment shall exist for such encroachment and for the maintenance of the same so long as the improvements causing such encroachment shall stand. In the event that any structure is partially or totally destroyed, then rebuilt, the Owners and the Association agree that minor encroachments on Common Areas due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist. This provision shall not entitle any Owner to intentionally construct improvements which encroach upon any other portion of LakePark and no easement for encroachment shall exist if such encroachment occurred due to the willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association. The provisions of this Section 18.9 shall not be in derogation or limitation of any other rights of the Developer.

18.10 Permits, Licenses and Easements. Prior to the Village Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer in this Declaration, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through LakePark (including Lots, Parcels and/or Homes) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes expressed in this Declaration.

18.11 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures for each Home and for the Homes within each Villa Building (and the replacement thereof) and in favor of the person or entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across LakePark (including Lots, Parcels and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

18.1 Easement for Unintentional and Non-Negligent Encroachments. If any Home, other building or improvement within LakePark shall encroach upon any other Home, building, property or improvement by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the

encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run-off from roof overhangs, eaves and other protrusions onto an adjacent Home.

18.2 Drainage. As set forth on the Plat, certain drainage easements ("Drainage Easements") are dedicated in perpetuity to the Neighborhood Association. The maintenance of such Drainage Easements shall exist in favor of Developer and Neighborhood Association. In addition, a perpetual non-exclusive easement shall exist in favor of Developer, Community Developer, Community Association, Neighborhood Association, the District, Association, the City, the County and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over LakePark over, across and upon LakePark for drainage, irrigation and water management purposes. A non-exclusive easement for ingress, egress and access shall exist for such parties to enter upon and over any portion of LakePark (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of LakePark and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through LakePark and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

18.3 Reservation to Grant Additional Easements. The Developer reserves the right (but not the obligation) to grant, at any time in its sole and absolute discretion and prior to the Village Completion Date (without the joinder or consent of the Association or any other person or entity), or to cause the Association to grant, additional easements and rights-of-way in, to, over and upon portions of LakePark for such purposes as the Developer shall reasonably deem necessary or helpful in connection with the development, sale, use or operation of LakePark, including, without limitation, easements for improvements that may encroach upon any portion of the properties, including, without limitation, roads, driveways, walkways, sidewalks, parking spaces, retaining walls and utility lines and improvements. Each Owner, by acceptance of a deed to any Home or Lot and each mortgagee, by acceptance of a lien upon any Home or Lot, hereby authorizes the Developer to execute, on their behalf and without further authorization, such grants of easements or other instruments as may from time to time be necessary to grant easements and/or rights-of-way in, to, over and upon LakePark, or any portion thereof, in accordance with the provisions of this Declaration.

18.4 Blanket Easement in Favor of Association. Association is hereby granted an easement over all of LakePark, including all Homes, Villa Buildings, Lots and Parcels, for the purpose of (a) constructing, maintaining, replacing and operating all Common Areas including, but not limited to, lakes and waterbodies, perimeter walls and fences, if any, (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment, and (c) performing any obligation of Association under this Declaration.

18.5 Blanket Easement in Favor of Neighborhood Association. Neighborhood Association is hereby granted an easement over all of LakePark, including all Homes, Villa Buildings, Lots and Parcels, for the purpose of (a) constructing, maintaining, replacing and operating all common areas of the Neighborhood, including, but not limited to, lakes and waterbodies, perimeter walls and fences, if any, and (b) performing any obligation of Neighborhood Association under this Declaration or the Neighborhood Declaration.

18.6 Blanket Easement in Favor of Community Association. Community Association is hereby granted an easement over all of LakePark, including all Homes, Villa Buildings, Lots and Parcels, for the purpose of (a) constructing, maintaining, replacing and operating all common areas of the Community including, but not limited to, lakes and waterbodies, perimeter walls and fences, if any, and (b) performing any obligation of Community Association under this Declaration or the Community Declaration.

18.7 Blanket Easement in Favor of Developer. Developer shall also have blanket easements above, across and under LakePark. The easement shall permit, without limitation, all construction, maintenance and replacement activities of Developer.

18.8 Blanket Easement in Favor of the District. The District is hereby granted and shall have blanket easements above, across, over and under all of LakePark necessary for District operations, including all maintenance responsibilities of the District. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the District.

18.9 Blanket Easement in Favor of the City. The City shall have blanket easements above, across and under LakePark necessary for City operations. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the City.

18.10 Duration. All easements created in this Declaration or pursuant to the provisions of this Declaration shall be perpetual unless stated to the contrary.

19. Assessments.

19.1 Types of Assessments. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Owners and Builders shall pay Assessments. For the purpose of Assessments payable by a Builder, each Parcel shall be deemed to contain the number of Homes which can be built on such Parcel as determined by Developer in its sole and absolute discretion. Each Builder shall pay such portion of Operating Costs which benefits any Lot or Parcel owned by such Builder, as determined by Developer, in Developer's sole discretion and based on a Builder's budget. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot or Parcel owned by a Builder which does not contain a Home. As vacant Lots or Parcels owned by Builders may not receive certain services (e.g., Telecommunications Services), Builders shall not be required to pay for the same.

19.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health and welfare of the residents of LakePark, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of Association, including, but not limited to, the following categories of Assessments as and when levied and deemed payable by the Board and as otherwise provided in this Declaration:

19.2.1 Any monthly or quarterly assessment (as determined by the Board) or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation ("Installment Assessments");

19.2.2 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas, or nonrecurring expenses ("Special Assessments");

19.2.3 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use ("Use Fees");

19.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes and for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas or portion of a Home for which Association has a responsibility to maintain, repair or replace pursuant to this Declaration. To the extent permitted by applicable law, at such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas ("Reserves"). In addition, Reserves may be established for roof replacement and painting for Villas, such reserves being charged solely to Owners of Villas. Assessments pursuant

to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. If Reserves are established by the Developer, the Association's budget must designate the components for which the Reserves may be used. In addition, the Association may establish Reserves as provided in Section 19.11.4 of this Declaration. Once established by Association, Reserves may be waived or reduced as provided in Chapter 720 of the Florida Statutes. Except as otherwise provided by law, until the Village Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

19.2.5 Assessments for which one or more Owners (but less than all Owners) within LakePark is subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, certain Owners may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only those residents. Further, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. Such entrance shall not be deemed a trespass. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. As a further example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, Cable Services and/or Data Transmission Services, and Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. Further, in the event that Association decides it is in the best interest of LakePark that Association perform any other obligation of an Owner under this Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for Individual Assessments may be foreclosed in the same manner as a lien for any other Assessment. In no event shall the Developer be subject to Individual Assessments.

19.3 Covenant for Maintenance Assessments for Association. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management system including, but not limited to, work within drainage structures and drainage easements.

19.4 Designation. The designation of Assessment type shall be made by Association. Prior to the Village Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

19.5 Allocation of Operating Costs.

19.5.1 For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

19.5.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, Assessments shall be allocated so that each Owner shall pay his/her/its pro rata portion of Installment Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of either (a) Single Family Homes conveyed to Owners (for Assessments against Single Family Homes) or (b) Villas conveyed to Owners (for Assessments against Villas), as applicable, or any greater number determined by Developer from time to time. Developer, in its sole discretion, may change such denominator from time to time. Owners of Single Family Homes are assessed equally as to each other, and Owners of Villas are assessed equally as to each other. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT INSTALLMENT ASSESSMENTS, SPECIAL ASSESSMENTS AND RESERVES WILL BE ALLOCATED EQUALLY TO ALL SINGLE FAMILY HOMES REGARDLESS OF THE TYPE, SIZE OR LOCATION OF A SINGLE FAMILY HOME, LOT OR PARCEL, AND WILL BE ALLOCATED EQUALLY TO ALL VILLAS REGARDLESS OF THE TYPE, SIZE OR LOCATION OF A VILLA, LOT OR PARCEL.

19.5.3 In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively from January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided in this Declaration).

19.5.4 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

19.6 General Assessments Allocation. Except as specified to the contrary in this Declaration, Installment Assessments, Special Assessments and Reserves shall be allocated at different rates for Owners of Single Family Homes and Owners of Villas as described in Section 19.5.2 above; provided, however, except as otherwise provided in this Declaration, Owners of Single Family Homes shall all pay an equal amount of Assessments, Special Assessments and Reserves, and Owners of Villas shall all pay an equal amount of Assessments, Special Assessments and Reserves.

19.7 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

19.8 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of the conveyance of title of a Lot or Parcel to such Builder unless waived by Developer.

19.9 Deficit Funding, Guarantee of Assessments, Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided in this Declaration, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs.

19.9.1 Deficit Funding. Except as may be otherwise provided by applicable law, prior to and including the Turnover Date, Developer shall have the option to either (i) fund the shortfall in Installment Assessments not raised by virtue of all income received by Association or (ii) to pay Installment Assessments on Homes, Lots or Parcels owned by Developer. If Developer has cumulatively over funded Operating Costs and/or prepaid expenses of Association which have not been reimbursed to Developer prior to and including the Turnover Date, Association shall refund such amounts to Developer on or prior to and including the Turnover Date or as soon as possible thereafter (e.g. once the amount is finally determined). Except as may otherwise be provided by applicable law, Developer shall never be required to (i) pay Installment Assessments if Developer has elected to fund the deficit instead of paying Installment Assessments on Homes, Lots or Parcels owned by Developer, or (ii) pay Special Assessments, management fees or Reserves.

19.9.2 Guarantee of Assessments.

19.9.2.1 Without limiting Developer's option under Section 19.9.1 of this Declaration, at the time of the recording of this Declaration, the Developer has the further option of either activating the below guarantee of Assessments by checking the box contained on the signature page of this Declaration, or leaving such box empty, in which event the Developer may still choose to fund all or any portion of the shortfall in Installment Assessments pursuant Section 19.9.1 above and as provided in Section 720.308 of the Florida Statutes without establishing a guarantee. Without limiting the provisions of Section 19.9.1 above, if the box contained on the signature page of this Declaration is checked, then Developer shall be excused from the payment of the share of Assessments relating to Homes it is offering for sale for a period beginning with the recording of this Declaration

and ending the earlier of the date upon which Owners control the Board or when Interval No. 3 (as described below) expires (the "Guarantee Expiration Date"), provided that the regular Installment Assessments imposed on each Owner other than Developer shall not increase during the following intervals of time over the amount set forth for each interval and in no event shall the Guarantee Expiration Date extend beyond the date upon which Owners control the Board:

18.9.2.1.1 Interval No. 1 shall commence with the recording of this Declaration and end on December 31st of the year that this Declaration is recorded. Installment Assessments for Single Family Homes shall not exceed One Hundred Seventy Eight and 79/100 Dollars (\$178.79) per month during Interval No. 1, and Installment Assessments for Villas shall not exceed One Hundred Seventy Six and 25/100 Dollars (\$176.25) per month during Interval No. 1.

18.9.2.1.2 Interval No. 2 shall commence on January 1st following the year when Interval No. 1 ends and end on December 31st of that same year. Installment Assessments for Single Family Homes shall not exceed Two Hundred Five and 60/100 Dollars (\$205.60) per month during Interval No. 2, and Installment Assessments for Villas shall not exceed Two Hundred Two and 69/100 Dollars (\$202.69) per month during Interval No. 2.

18.9.2.1.3 Interval No. 3 shall commence on January 1st following the year when Interval No. 2 ends and end on December 31st of that same year. Installment Assessments for Single Family Homes shall not exceed Two Hundred Thirty Six and 44/100 Dollars (\$236.44) per month during Interval No. 3, and Installment Assessments for Villas shall not exceed Two Hundred Thirty Three and 09/100 Dollars (\$233.09) per month during Interval No. 3.

19.9.2.2 Developer shall be obligated to pay any amount of Operating Costs during such periods and not produced by the Assessments at the guaranteed levels receivable from Owners. The Guarantee Expiration Date may be unilaterally extended by Developer for one or more successive periods of six (6) months each until such time as Developer does not own any Homes in LakePark, provided that the regular Installment Assessments for Operating Costs equally imposed on each Owner other than Developer shall not increase over the amount provided in Interval No. 3.

19.9.2.3 If an audit of the Association's financial records, performed for the period which includes the Guarantee Expiration Date (including any extensions thereof), reveals that Developer has funded a greater amount than required under this Section, then any such excess shall be promptly refunded to the Developer by Association.

19.9.3 Surpluses. Any surplus Assessments collected by Association may be (i) allocated towards next year's Operating Costs (ii) used to fund Reserves, whether or not budgeted (to the extent permitted by applicable law), (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion, except as prohibited by law. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

19.10 Budget. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association budget and is not a contractual statement or guaranty of actual expense. Thereafter, annual budgets shall be prepared and adopted by the Board. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial budget. A Builder shall pay Assessments as per the Builder budget for each Lot or Parcel owned by such Builder commencing from the date the Builder obtained title to such Lot or Parcel. Developer shall fund entirely all Operating Costs not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED. BUDGETS DO NOT TAKE INTO ACCOUNT INFLATION. BECAUSE THERE IS NO HISTORY OF OPERATION, IT IS IMPOSSIBLE TO PREDICT ACTUAL EXPENSES UNTIL ASSOCIATION BEGINS OPERATIONS. IT IS NOT INTENDED THAT AN OWNER RELY ON ANY BUDGET IN ELECTING TO PURCHASE A HOME.

PROJECTIONS IN AN INITIAL BUDGET ARE AN EFFORT TO PROVIDE SOME INFORMATION REGARDING FUTURE OPERATING EXPENSES.

19.11 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

19.11.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Association. The Board may, from time to time, determine how the Assessments will be collected by Association (i.e. monthly, quarterly, or annually). Initially, Installment Assessments will be collected quarterly.

19.11.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Prior to the Turnover Date, the Board controlled by the Developer may not levy a Special Assessment unless a majority of Owners other than the Developer approve the Special Assessment by a majority vote at a duly noticed meeting of the Members at which a quorum is present. Until the Village Completion Date, no Special Assessment shall be imposed without the consent of Developer.

19.11.3 Association may establish Use Fees from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a Management Company. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

19.11.4 If the budget of Association does not initially provide for Reserves, Association may establish Reserves upon the affirmative vote of a majority of the total voting interests of Association at a duly noticed meeting of the Members at which a quorum is present or upon written consent of a majority of all voting interests of Association. Such approval of Reserves must state that Reserves shall be provided for in the budget of Association and must designate the components for which reserve accounts are to be established. Upon such approval of Association, approved Reserves shall be included in the budget for the next fiscal year and thereafter unless waived or reduced as provided in Chapter 720 of the Florida Statutes. Once established by Association, Reserves may be waived or reduced as provided in Chapter 720 of the Florida Statutes.

19.12 Resale Contribution. After a Home has been conveyed by the Developer or a Builder to an Owner, there shall be a recurring assessment payable to the Association upon all succeeding conveyances of a Home as provided in this Section 19.12. After the initial conveyance of a Home by Developer or a Builder to an Owner, upon each subsequent conveyance of each Home to any person or entity other than (i) Developer or any of its affiliates, (ii) a Builder, or (iii) a Lender acquiring title by foreclosure or by deed in lieu of foreclosure, each purchasing Owner shall pay to the Association a one-time, non-refundable sum as a resale contribution ("Resale Contribution") equal to three (3) months Assessments (other than Special Assessments) for the year in which the purchasing Owner acquired title to the Home. The Resale Contribution shall not be applicable to conveyances from the Developer or Builders. The Resale Contribution shall not be considered an advance payment of Assessments and shall be placed in a working capital fund so that the Association will have funds available to meet unforeseen expenditures (including, but not limited to those resulting from shortfalls in operating revenues as a result of uncollected Assessments), or to acquire additional equipment or services for the benefit of Owners.

19.13 Community Enhancement Fee. The Community Association has established a community enhancement fee ("Community Enhancement Fee") equal to .001% of the Gross Unit Price (as defined in Section 12.11 of the Community Declaration) of a Home. The Community Enhancement Fee is due and payable to the Community Association upon every conveyance of an ownership interest in a Home by an Owner other than Developer or a Builder unless such conveyance is exempt from the Community Enhancement Fee as further described and explained in Section 12.11 of the Community Declaration.

19.14 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due Association have been paid in full and an estoppel certificate shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner during normal business hours. Within fifteen (15) days after receiving a written request for an estoppel certificate from an Owner or a Lender or his/her/its designee, the Association shall provide an estoppel certificate signed by an officer or authorized agent of the Association setting forth whether Assessments and other moneys owed to the Association have been paid and/or the amount of all Assessments and other moneys owed to the Association along with the fee for the estoppel which shall be so stated on the face of the certificate to be paid by the Owner requesting the estoppel. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Association may charge the Owner a fee, as determined by the Association from time to time, for the preparation of the estoppel certificate and to cover the costs of examining records and preparing such estoppel certificate. The authority of the Association to charge a fee for the estoppel certificate must be established by a written resolution adopted by the Board or provided by a written management, bookkeeping or maintenance contract. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

19.15 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

19.16 Creation of the Lien and Personal Obligation. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home or Parcel, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth in this Declaration, including Charges, together with interest, late fees, costs and reasonable attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and shall relate back to the date that this Declaration is recorded except as to bona fide first mortgages held by a Lender on any Home or Parcel in which event the lien is effective from and after recording a claim of lien in the Public Records. The claim of lien must state the legal description of the Home or Parcel, the name of the Owner, the name and address of the Association, the amounts due as of that date, and the due date. The claim of lien shall secure all unpaid Assessments and amounts that are due and that may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, plus interest, late fees, reasonable attorneys' fees and paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. Upon full payment of all sums secured by the claim of lien, the person making the payment shall be entitled to a satisfaction of the lien in recordable form, which satisfaction of lien must be in the form required by Section 720.3085 of the Florida Statutes, as such section may be renumbered from time to time. Notwithstanding the foregoing, Association may not file a claim of lien against a Home or Parcel for unpaid Assessments unless a written notice or demand for past due Assessments and other amounts owed to the Association has been made by Association providing the Owner forty-five (45) days following the date of when such notice or demand is deposited in the mail to make payment of all amounts due, and which notice must be in the form required by, given in the manner provided by, and otherwise comply with Section 720.3085 of the Florida Statutes, as such section may be renumbered from time to time. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, and other costs and expenses provided for in this Declaration, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns. Except as otherwise set forth in Sections 19.18 and 19.24 of this Declaration, an Owner, including an Owner who takes title as a result of being the successful bidder at a foreclosure sale or otherwise takes title as a result of a foreclosure of a mortgage on a Home or Parcel, is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title to the Home, provided, however such liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner. Notwithstanding the foregoing, in the event the Association acquires title to a Home through foreclosure or deed in lieu of foreclosure, the Association shall not be liable for unpaid Assessments that came due up to the time of the Association acquiring title, and the liability of an Owner who

obtains title from the Association is limited to any unpaid Assessments that accrued before the Association acquired title to the Home through foreclosure or deed in lieu of foreclosure.

19.17 Contest of Lien. An Owner may require the Association to enforce a recorded claim of lien against such Owner's Home or Parcel by recording a notice of contest of lien in the form required by Section 720.3085 of the Florida Statutes, as such section may be renumbered from time to time. The Association shall have ninety (90) days from service of a notice of contest of lien in which to file an action to enforce the lien and, if an action to enforce the lien is not filed within the ninety (90) day period, the lien is void. Such ninety (90) day period shall be extended for any length of time that the Association is prevented from filing an action because of an automatic stay resulting from the filing of a bankruptcy petition by the Owner or any other person claiming an interest in the Home or Parcel.

19.18 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to a bona fide first mortgage held by a Lender on any Home or Parcel if the mortgage is recorded in the Public Records prior to the claim of lien being recorded in the Public Records. The lien for Assessments shall be a lien superior to all other liens save and except tax liens and other levies which by law would be superior thereto, liens for Neighborhood Association and Community Association assessments, and mortgage liens held by a Lender, provided such mortgage liens are first liens against the property encumbered thereby. The lien for Assessments shall not be affected by any sale or transfer of a Home or Parcel, except in the event of a sale or transfer of a Home or Parcel pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender in which event the Foreclosing Lender shall not be liable for such sums secured by a lien for Assessments encumbering the Home or Parcel or chargeable to the former Owner of the Home or Parcel which became due prior to such sale or transfer except as otherwise provided in Section 19.24 of this Declaration. However, any such unpaid Assessments for which such Foreclosing Lender is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Installment Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing in this Declaration shall be construed as releasing the party liable for any delinquent Assessments or other amounts from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default; provided, however, that failure to give such notice shall not in any way affect the rights of a Lender under this Declaration or the priority of a mortgage held by such Lender. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to the Owner. In the event Association makes a mortgage payment to a Lender on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender with respect to such mortgage payment made but such right shall be subordinate to the rights of the Lender under the mortgage and the promissory note secured thereby. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

19.19 Subordination of Lien to Neighborhood Association Lien. Pursuant to Section 7.1 of the Neighborhood Declaration, the Neighborhood Association shall have a lien against each "Dwelling Unit" (as such term is defined in the Neighborhood Declaration) to secure payment of assessments, as well as interest, late charges (subject to the limitations of Florida law), and costs of collection (including attorneys' fees and expenses). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any recorded mortgage made in good faith and for value having first priority over any other mortgages on the Dwelling Unit. Although no further action is required to create or perfect the lien, the Neighborhood Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Dwelling Unit the amount of the delinquent sums due the Neighborhood Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Neighborhood Association to execute and record any such document shall not affect the validity, enforceability, or priority of the lien. Therefore, it is recognized that the Neighborhood Association's lien is superior to that of an Association lien.

19.20 Subordination of Lien to Community Association Lien. Pursuant to Section 12 of the Community Declaration, the Community Association shall have a lien against each "Unit" (as such term is defined in the Community Declaration) to secure payment of assessments, as well as interest, late charges (subject to the limitations of Florida law), and costs of collection (including attorneys' fees and expenses). Such lien shall be

superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any recorded mortgage made in good faith and for value having first priority over any other mortgages on the Unit. Although no further action is required to create or perfect the lien, the Community Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Unit the amount of the delinquent sums due the Community Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Community Association to execute and record any such document shall not affect the validity, enforceability, or priority of the lien. Therefore, it is recognized that the Community Association's lien is superior to that of a Neighborhood Association lien and an Association lien.

19.21 Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

19.22 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board) may be levied. In addition, any Assessments that are not paid when due shall bear interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home or Parcel, or both. An action to foreclose the lien may not be brought until forty-five (45) days after the Owner has been provided with notice of the Association's intent to foreclose the lien against the Home or Parcel and collect the unpaid amounts, which notice must be in the form required by and given in the manner provided in Section 720.3085 of the Florida Statutes, as such section may be renumbered from time to time, and which notice may not be given until forty-five (45) days after the date of Association's demand or notice of past due Assessments provided pursuant to Section 19.16 above (unless the Home or Parcel is subject to a foreclosure action or forced sale or the Owner is a debtor in bankruptcy). Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals. In any suit for the foreclosure of such lien, the Association shall be entitled to seek an order of court that it is entitled to (i) collect rent from the Owner if the Owner remains in possession of the Home or Parcel after judgment of foreclosure is entered, and (ii) obtain the appointment of a receiver for such Home or Parcel to collect rent if the Home is leased or rented during the pendency of the foreclosure action. Any payment of past due Assessments received and accepted by Association shall be applied first to any interest accrued, then to any late fee(s) due, then to any costs and reasonable attorneys' fees incurred in collecting the Assessment(s). No Owner may waive or otherwise escape liability for Assessments provided for in this Declaration by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home. Notwithstanding the foregoing and in addition to other remedies provided by law and/or in this Declaration, and to the extent not prohibited by applicable law, if an Owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, then the Association may, in addition to any other remedies and after any notice required by Chapter 720 of the Florida Statutes, disconnect or deactivate certain services to the Owner or the Owner's Home, which includes the right to disconnect the Telecommunications Services (including cable television) to that Owner's Home (or cause it to be disconnected) if such Telecommunications Services are provided by or through the Association, and to deactivate the Owner's transponders, entry fobs, or access ID cards, if any, for LakePark, until all past due monetary obligations to the Association (including late charges, interest, attorneys' fees, if any, disconnect charges, reconnect charges and Association service fees, if any) are paid in full.

19.23 Payments by Lessees, Licensees or Occupants.

19.23.1 Demand by Association. If a Home is occupied by a Lessee, licensee, or occupant and the Owner of such Home is delinquent in paying any monetary obligation due to the Association, the Association may demand that the Lessee, licensee, or occupant pay to Association the subsequent rental or other monetary obligations and continue to make such payments until all the monetary obligations of the Owner related to the Home have been paid in full to the Association and the Association releases the Lessee, licensee or occupant or the Lessee, licensee or occupant discontinues tenancy in the Home. The Association's demand for payment from the Lessee, licensee, or occupant must be hand delivered or provided by United States mail and must be substantially in the

form required by Section 720.3085(8), Florida Statutes, and the Association shall mail written notice to the Owner of the Association's demand that the Lessee, licensee or occupant pay monetary obligations to the Association. Upon payment by the Lessee, licensee or occupant, the Lessee, licensee or occupant shall be given a credit against rent or occupancy fees due to the Owner in an amount of Assessments paid to the Association.

19.23.2 Prepaid Rent and other Occupancy Fees. If a Lessee, licensee or occupant paid rent or other fees for occupancy of the Home for a given rental or occupancy period before receiving a demand from the Association and such Lessee, licensee or occupant provides written evidence to the Association of having paid the rent or other fees within fourteen (14) days after receiving the demand, the Lessee, licensee or occupant shall begin making rental payments to the Association for the following rental period and shall continue making rental or other payments to the Association to be credited against the monetary obligations of the Owner to the Association until the Association releases the Lessee, licensee or occupant or the Lessee, licensee or occupant discontinues tenancy in the Home. The Association shall, upon request, provide the Lessee, licensee or occupant with written receipts for payments made.

19.23.3 Increases in Monetary Obligations. The liability of the Lessee, licensee, or occupant under this Section 19.23 may not exceed the amount due from the Lessee, licensee, or occupant to the Lessee's, licensee's or occupant's landlord. The Lessee, licensee or occupant shall be given a credit against rents or other amounts due to the landlord in the amount of Assessments paid to the Association.

19.23.4 Association Rights Under Chapter 83, Florida Statutes. The Association may issue notices under Section 83.56, Florida Statutes, and may sue for eviction under Sections 83.59-83.625, Florida Statutes (as the same may be renumbered from time to time), as if the Association were a landlord under Part II of Chapter 83, Florida Statutes, if the Lessee, licensee or occupant fails to pay any monetary obligation after demand by the Association. Notwithstanding the foregoing, the Association shall not otherwise be considered a landlord under Chapter 83, Florida Statutes and specifically has no obligations under Section 83.51, Florida Statutes (as the same may be renumbered from time to time).

19.23.5 No Rights as Owner. A Lessee, licensee or occupant shall not, by virtue of payment of monetary obligations to the Association, have any of the rights of an Owner to vote in any election or to examine the books and records of the Association.

19.24 Lender.

19.24.1 The liability of a Lender that acquires title to a Home or Parcel by foreclosure or deed in lieu of foreclosure of a bona fide first mortgage held by such Lender for the unpaid Assessments that became due prior to the Lender's acquisition of title is limited to the lesser of (i) the Home's or Parcel's unpaid regular periodic Assessments or Special Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or (ii) one percent (1%) of the original mortgage debt. The limitations contained in this Section 19.24.1 shall not apply unless the Lender filed suit against the Owner and initially joined the Association as a defendant in such foreclosure action. Joinder of the Association, however, is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known or reasonably discoverable by the Lender.

19.24.2 The provisions of this Section 19.24 shall not be available to shield a Lender from liability for Assessments in any case where the unpaid Assessments sought to be recovered by the Association are secured by a lien recorded prior to the recording of the mortgage.

19.24.3 In the event of the acquisition of title to a Home or Parcel by foreclosure or judicial sale or by deed in lieu of foreclosure, any Assessment(s) or charge(s) as to which the Foreclosing Lender so acquiring title shall not be liable shall be absorbed and paid by all Owners as part of Operating Costs, although nothing contained herein shall be construed as releasing the party(ies) personally liable for such delinquent Assessment(s) or charge(s) from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

19.25 Exemption. Notwithstanding anything to the contrary in this Declaration, the District shall not be responsible for any Assessments of any nature or any portion of the Operating Costs. Except as otherwise expressly provided in this Declaration, Developer shall not be responsible for any Assessments of any nature or any portion of Operating Costs. Except as may otherwise be provided by applicable law or as otherwise provided in this Declaration, Developer, at Developer's sole option, may pay Assessments on Homes owned by it, fund the deficit, if any, as set forth in Section 19.9.1 of this Declaration, or guarantee Assessments as set forth in Section 19.9.2 of this Declaration. In addition, the Developer, prior to the Village Completion Date, and thereafter the Board shall have the right to exempt any portion of LakePark subject to this Declaration from the Assessments, provided that such portion of LakePark exempted is used (and as long as it is used) for any of the following purposes:

19.25.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

19.25.2 Any real property interest held by a Telecommunications Provider;

19.25.3 Any of LakePark exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration;

19.25.4 Any Association Common Areas;

19.25.5 Any common areas of the Neighborhood Association; or

19.25.6 Any common areas of the Community Association.

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

19.27 Rights to Pay Assessments and Receive Reimbursement. Association, Developer and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home or Parcel. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

19.28 Collection of Assessments. Assessments shall be paid by each Owner to Association. Collection proceedings for an Owner's failure to pay Assessments may be brought by Association.

19.29 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is only given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

19.30 Collection of Neighborhood Association Assessments. Unless otherwise provided by the Neighborhood Declaration, all assessments due to Neighborhood Association ("Neighborhood Assessments"), as set forth in Article 6 and Article 7 of the Neighborhood Declaration, shall be paid by each Owner directly to Neighborhood Association. Each Owner shall pay the Neighborhood Association the Neighborhood Assessments either on a monthly or quarterly basis, as determined by Neighborhood Association. Payment of the Neighborhood

Assessments is a personal obligation of each Owner and an Owner's failure to pay the Neighborhood Assessments will result in a lien being placed on the Home, as set forth in Article 7 of the Neighborhood Declaration. If the Neighborhood Association directs the Association to collect the Neighborhood Assessments, then each Owner shall be pay the Neighborhood Assessments directly to Association along with any Assessments due to Association and Association shall, on a monthly, quarterly, or other basis (as determined by Neighborhood Association), remit any payment of Neighborhood Assessments to Neighborhood Association. For further information regarding Neighborhood Assessments, please refer to Article 6 and Article 7 of the Neighborhood Declaration, as amended and supplemented from time to time.

19.31 Collection of Community Association Assessments. Unless otherwise provided by the Community Declaration, all assessments due to Community Association ("Community Assessments"), as set forth in Chapter 12 of the Community Declaration, shall be paid by each Owner directly to Community Association. Each Owner shall pay the Community Association the Community Assessments either on a monthly or quarterly basis, as determined by Community Association. Payment of the Community Assessments is a personal obligation of each Owner and an Owner's failure to pay the Community Assessments will result in a lien being placed on the Home, as set forth in Chapter 12 of the Community Declaration. If the Community Association directs the Association to collect the Community Assessments, then each Owner shall be pay the Community Assessments directly to Association along with any Assessments due to Association and Association shall, on a monthly, quarterly, or other basis (as determined by Community Association), remit any payment of Community Assessments to Community Association. For further information regarding Community Assessments, please refer to Chapter 12 of the Community Declaration, as amended and supplemented from time to time.

20. Information to Lenders and Owners.

20.1 Availability. Current copies of Association Documents and the books, records and financial statement of the Association shall be available for inspection by Owners and Lenders, and to holders, insurers or guarantors of any first mortgage on a Home upon written request and during normal business hours or under other reasonable circumstances.

20.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

20.3 Notice. Upon written request to Association by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

20.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

20.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home or Lot subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

20.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained under this Declaration; or

20.3.4 Any proposed action (if any) which would require the consent of a specific mortgage holder.

20.4 Consent of Lenders. Whenever the consent or approval of any, or a specified percentage or portion of Lenders are required by this Declaration, the Articles, the Bylaws, or any applicable statute or law, to any amendment of the Declaration, the Articles, or the Bylaws, or to any action of the Association, or to any other matter relating to LakePark, the Association may request such consent or approval of such Lender(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such Lenders). Any Lender receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or

equivalent delivery evidencing such request was delivered to and received by the Association), which response must be received by the Association within thirty (30) days after the Lender receives such request, and if such response is not timely received by the Association, the Lender shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by an officer of the Association, which affidavit, where necessary, may be recorded in the Public Records, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters contained therein. The foregoing shall not apply where an Lender is otherwise required to specifically join in an amendment to this Declaration.

20.5 Conflicts. As determined by Developer, there may be incorporated as part of this Declaration and, where applicable, the Articles and By-Laws, any and all provisions which nor or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, VA and/or FHA so as to make any first mortgage encumbering a Home eligible for purchase by FNMA, FHLMC or GNMA, and eligible under VA or FHA, and such provisions shall superseded any conflicting matters contained in this Declaration, the Articles or By-Laws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC, GNMA, VA or FHA. Should FNMA, FHLMC, GNMA, VA or FHA require an amendment to this Declaration, the Articles or By-Laws, then such amendment may be made by the Developer or Association without regard to any other provision in this Declaration, the Articles or By-Laws regarding amendments, without the joinder or consent of any person.

21. Architectural Control. In addition to the architectural control provisions in the Neighborhood Declaration and Community Declaration, the following provisions govern LakePark:

21.1 Architectural Review Committee. The ARC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to LakePark. The ARC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. The ARC shall have the right to form subcommittees consisting of representatives from Association to review ARC applications. The ARC shall oversee such subcommittees and shall take precedence over any decision made by such subcommittees. Until the Village Completion Date, Developer shall have the right to change the number of members on the ARC, and to appoint, remove, and replace all members of the ARC in its sole discretion. Developer shall determine which members of the ARC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer, in its sole discretion, shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ARC shall fill the vacancy by appointment. From and after the Village Completion Date, the Board shall have the same rights as Developer with respect to the ARC. The ARC shall enforce the Village Standards as set forth in this Declaration.

21.2 Membership. There is no requirement that any member of the ARC be an Owner or a Member of Association.

21.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of LakePark. Accordingly, the ARC shall have the right and authority to approve or disapprove all architectural, landscaping, and improvements within LakePark by Owners other than Developer. The ARC shall have the right to evaluate and approve or disapprove all plans and specifications as to harmony of exterior design, landscaping, location, size, type, and appearance of any proposed structures or improvements, relationship to surrounding structures or improvements, topography and conformity with the Village Standards and such other published guidelines and standards as may be adopted by the ARC from time to time. The ARC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Village Completion Date, any additional guidelines or standards or modification of existing guidelines or standards, including, without limitation, the Village Standards, shall require the consent of Developer, which may be granted or denied in its sole discretion. The ARC may require proof of compliance with the Neighborhood Association Documents and Community Association Documents as would be evidenced by written approval from the Neighborhood ARC and the DRC as further described in Chapter 5 of the Community Declaration. LakePark was developed with the intent that its Homes and other improvements harmonize with each other and present a consistent style. To ensure the preservation of this

harmonious design and to prevent the introduction of design or improvements which are not in keeping with the LakePark community as originally constructed, the Developer and the Board hereby jointly recognize and adopt the style and form of LakePark, as originally, and to be constructed by the Developer with respect to architectural style, colors and materials as the standard (the "Standard"). Any other architectural style, color and material are prohibited unless approved in writing by the Developer prior to the Village Completion Date, and thereafter by the Board. Prior to the Village Completion Date, the Developer may continue to build out LakePark with such architectural style, colors and materials it deems to be in the best interest of LakePark and such improvements shall be incorporated into the Standard. The Standard shall continue in effect until the adoption and publication of other guidelines and standards as may be promulgated from time to time by the Developer prior to the Village Completion Date and thereafter the Board. Notwithstanding anything to the contrary contained in this Section 21.3, the terms and provisions of any other paragraphs in the Association Documents setting forth a particular architectural style, color or material with respect to any improvements within LakePark shall control to the extent of any conflict or inconsistency with the Standard set forth in this Section 21.3.

21.4 Village Plan. Developer has established an overall Village Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Village Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING LakePark. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW LakePark WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

21.5 Village Standards. Each Owner and their contractors and employees shall observe, and comply with, the Village Standards, which now or may hereafter be promulgated by the ARC and approved by the Board from time to time. The Village Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth in this Declaration verbatim. The Village Standards shall not require any Owner to alter the improvements previously constructed. Until the Village Completion Date, Developer shall have the right to approve the Village Standards, which approval may be granted or withheld in its sole discretion.

21.6 Quorum. A majority of the ARC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Meetings of the ARC shall be open to all Members.

21.7 Power and Duties of the ARC. The ARC shall have the right and authority to review and approve and disapprove plans and specifications for the exterior design, landscaping, location, size, type or appearance of any proposed structures or improvements, Home, structure or other improvement on a Lot or Parcel. No structures or improvements shall be constructed on any portion of LakePark, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of LakePark, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ARC.

21.8 Procedure. In order to obtain the approval of the ARC, each Owner shall observe the following:

21.8.1 Each applicant shall submit an application to the ARC with respect to any proposed improvement or material change in an improvement, together with the required application fee(s) and other fee(s) as established by the ARC. The applications shall include such information as may be required by the application form adopted by the ARC. The ARC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ARC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or

residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ARC.

21.8.2 In the event the information submitted to the ARC is, in the ARC's opinion, incomplete or insufficient in any manner, the ARC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

21.8.3 No later than thirty (30) days after receipt of all information required by the ARC for final review, the ARC shall approve or deny the application in writing. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ARC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ARC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ARC fails to respond within such thirty (30) day period, the plans and specifications shall be deemed disapproved by the ARC.

21.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ARC.

21.8.5 In the event that the ARC disapproves any plans and specifications, the applicant may request a rehearing by the ARC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ARC, unless applicant waives this time requirement in writing. The ARC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ARC fails to provide such written decision within such thirty (30) days, the plans and specifications shall be deemed disapproved.

21.8.6 Upon final disapproval (even if the members of the Board and ARC are the same), the applicant may appeal the decision of the ARC to the Board within thirty (30) days of the ARC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefore. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within such thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ARC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

21.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ARC, including, but not limited to, changes relating to exterior design, landscaping, location, size, type and appearance, shall be subject to the approval of the ARC in the same manner as required for approval of original plans and specifications. Notwithstanding the foregoing, the ARC shall have no right to approve any changes to a Home not visible from the exterior of a Home.

21.10 Variances. Association or ARC shall have the power to grant variances from any requirements set forth in this Declaration or from the Village Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant; provided, however, neither Association nor the ARC shall enforce any policy or restriction that is inconsistent with the rights and privileges of an Owner set forth in this Declaration or the Village Standards. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth in this Declaration or in the Village Standards on any other occasion.

21.11 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

21.12 Construction by Owners. The following provisions govern construction activities by Owners after consent of the ARC has been obtained:

21.12.1 Each Owner shall deliver to the ARC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in LakePark shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in LakePark shall be kept clear of construction vehicles, construction materials and debris at all times. Except for Developer's use, no construction office or trailer shall be kept in LakePark and no construction materials shall be stored in LakePark subject, however, to such conditions and requirements as may be promulgated by the ARC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in LakePark or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Village Standards. If a contractor or Owner shall fail to comply in any regard with the requirements of this Section, the ARC may require that such Owner or contractor post security with Association in such form and such amount deemed appropriate by the ARC in its sole discretion.

21.12.2 There shall be provided to the ARC, if requested, a list (name, address, telephone number, license number and identity of contact person) of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each Builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into LakePark as are designated by the ARC for construction activities. The ARC shall have the right to require that each Builder's and Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ARC.

21.12.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Village Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ARC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ARC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in LakePark.

21.12.4 The ARC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within LakePark. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ARC may also promulgate requirements to be inserted in all contracts relating to construction within LakePark and each Owner shall include the same therein.

21.13 Inspection. There is specifically reserved to Association and ARC and to any agent or member of either of them, the right of entry and inspection upon any portion of LakePark at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Village Standards.

21.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ARC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals, incurred by Association or ARC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ARC and/or Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Village Standards, by any legal or equitable remedy.

21.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ARC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, in connection therewith.

21.16 Certificate. In the event that any Owner fails to comply with the provisions contained in this Declaration, the Village Standards, or other rules and regulations promulgated by the ARC, Association and/or ARC may, in addition to all other remedies contained herein, record a certificate of non-compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

21.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by anyone other than Developer, or its designees, the Owner thereof shall obtain a certificate of compliance from the ARC, certifying that the Owner has complied with the requirements set forth in this Declaration. The ARC may, from time to time, delegate to a member or members of the ARC, the responsibility for issuing the certificate of compliance. The issuance of a certificate of compliance does not abrogate the ARC's rights set forth in Section 21.13 of this Declaration.

21.18 Exemption. Notwithstanding anything to the contrary contained in this Declaration, or in the Village Standards, any improvements of any nature made or to be made by Developer, Builder, or their nominees, including, without limitation, improvements made or to be made to the Common Areas, or any Home, shall not be subject to the review of the ARC, Association, or the provisions of the Village Standards. In addition, changes to a Home not visible from the exterior of a Home shall not be subject to review of the ARC, Association, or the provisions of the Village Standards

21.19 Exculpation. The ARC's rights of review and approval or disapproval of plans and other submissions under this Declaration are intended solely for the benefit of the ARC and Association. Neither the ARC, the Association, the Developer, nor any of their respective officers, directors, shareholders, members, partners, managers, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other party by reason of mistakes in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions except as otherwise expressly provided by Section 720.3035 of the Florida Statutes. Anyone submitting plans or other submissions, by the submission of the same, and any Owner, by acquiring title to a Home, agrees not to seek damages from the Developer, the ARC and/or the Association or any of their respective officers, directors, shareholders, members, managers, employees, agents, contractors, consultants or attorneys arising out of the ARC's review of any plans or other submissions under this Declaration except as otherwise expressly permitted by Section 720.3035 of the Florida Statutes. Without limiting the generality of the foregoing, the ARC shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans or other submissions from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Each party submitting plans, specifications and other submissions for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto. Further, each Owner agrees to indemnify and hold Developer, Association and the ARC harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and costs, pre-trial and at all levels of proceedings, including appeals), arising out of any review of plans by the ARC under this Declaration except as otherwise expressly prohibited by law.

22. Neighborhood Association. Each Owner and Home is subject to the Neighborhood Association Documents, including the Neighborhood Declaration, which contain, by way of example and not of limitation, architectural review requirements administered by the Neighborhood ARC, assessment obligations and use restrictions. All terms set out in "quotation marks" in this Section shall have such meaning as set forth in the Neighborhood Declaration.

22.1 Easement. Without limiting any other provision in this Declaration or in the Neighborhood Association Documents, Neighborhood Association and its agents, employees, managers, designees,

and contractors shall have easements of ingress and egress in, over, and across LakePark for all reasonable purposes including, without limitation, such easements required to perform all maintenance obligations of the Neighborhood Association under this Declaration and the Neighborhood Association Documents.

22.2 Neighborhood Recreational Facilities. In addition to the facilities within LakePark, Owners shall have the right to use the recreational facilities which are located in the Neighborhood and maintained and operated by the Neighborhood Association (collectively, the "Neighborhood Recreational Facilities"). The Neighborhood Recreational Facilities are currently contemplated to include a clubhouse, pool, fitness center, playground, tennis courts, bocce court, horseshoe pit, pickleball court, media room, and a billiard room. Owners understand, acknowledge and agree that (i) the Neighborhood Recreational Facilities are open to and available for use by all Owners in the Neighborhood, including all Villages in the Neighborhood, and (ii) other Villages may or may not have any age restrictions for their respective "Owners."

23. Community Association. All terms set out in "quotation marks" in this Section shall have such meaning as set forth in the Community Declaration.

23.1 Community Association Documents. Each Owner and Home is subject to the Community Association Documents which contain, by way of example and not of limitation, architectural review requirements administered by the DRC. Every Owner in Association is also an "Owner" in the Community Association. As such, each Owner is obligated to pay Community Assessments. Many services will be provided to Owners by Association that the Community Association provides to the Community. The following are several important provisions from the Community Association Documents. For a complete understanding of the Community Association Documents, refer to the Community Association Documents in their entirety.

23.2 Community Systems. As set forth in Community Declaration, the Community Association is specifically authorized to provide, or to enter into contracts with other "Persons" to provide, central telecommunication receiving and distribution systems (e.g., cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve the Community ("Community Systems"). Any such contracts may provide for installation, operation, management, maintenance and upgrades or modifications to the Community Systems as the Community Association "Board" determines appropriate. The Community Association has no obligation to utilize any particular provider(s). However, except for cause (as defined by written agreement with the provider), the Community Association may not, without the Community Developer's consent, terminate any contract entered into during the "Founder Control Period".

23.3 Telecommunications Services. The Community Association has entered into an agreement with Home Town Cable TV of St. Lucie County, LLC, for certain Telecommunications Services and the Community Developer has entered into may enter into a separate agreement whereby Home Town Cable TV of St. Lucie County, LLC will make certain payments to the Community Developer. Neither the Community Association, Neighborhood Association, Association, nor the "Owners" (including Owners) shall have any interest in such payments. All Builders should contact the Community Association regarding any applicable wiring specifications. An Owner's decision to not utilize any portion of the "Community Systems" shall not relieve the Owner of its obligation, including any assessment obligations, to the Community Association.

23.4 Maintenance. The Community Association may assume maintenance responsibility for property in any "Neighborhood", including the Neighborhood, either upon designation of the "Neighborhood" as a "Service Area" or upon the Community Association's Board's determination, pursuant to Chapter 8 of the Community Declaration, that the level and quality of maintenance then being provided is not consistent with the "Community-Wide Standard", and may assess the subject "Neighborhood" and/or the Owners as may be applicable in the Community Association's sole discretion for the cost of such maintenance and any applicable administrative costs.

23.5 Easement. The Community Association and Community Developer are hereby granted an easement on, over, under and through all Parcels, Common Areas and such other real property as may be now or in the future subjected to the Declaration to carry out their respective duties, obligations, and responsibilities as set forth in the Community Declaration. Notwithstanding, the foregoing, the easement rights described in this Section

23.5 shall not vest any additional rights to Community Association and Community Developer that do not otherwise exist by virtue of the Community Declaration and such other legally binding documents that may be now or in the future applicable.

24. Owners Liability.

24.1 Loop System Irrigation. Some or all Homes and Common Areas may receive irrigation pursuant to a loop system. If an Owner desires to make any alterations or improvements to a Home, Lot or Parcel that in any way affects the loop irrigation system, if any, then the Owner shall be responsible for taking measures to "cap off" the main line of the loop irrigation system that leads to the Home, Lot or Parcel. In addition, the Owner shall be obligated to obtain the prior written approval of Association and Neighborhood Association before taking any action that may adversely affect the loop irrigation system. Once the main line is "capped off," the Owner shall then be responsible for maintaining the irrigation system for his or her Home, Lot or Parcel. Any damages to the Home, Lot or Parcel resulting from an Owner's failure to comply with the terms set forth in this Declaration shall be the sole responsibility of such Owner and Developer, Neighborhood Association and Association shall not be liable for the same. Furthermore, each Owner understands that as provided in this Declaration, an Owner may be permitted to install, without limitation, a patio, and/or screened enclosure ("**Improvement**") on the Home upon the prior written approval of the ARC as set forth in this Declaration and/or the Village Standards. If an Improvement is approved to be installed, then a five (5) foot gate must also be installed. Before the ARC approves the installation of an Improvement, the irrigation system that will be within the Improvement portion of that Home must be re-routed, if necessary, by a professional irrigation company. In order for the ARC to approve the Improvement installation, a letter or other evidence by a professional irrigation company must be given to the ARC at least ten (10) days before the Improvement installation stating that the effectiveness of LakePark drainage system will not be affected by the re-routing of the irrigation system. Should an Owner install the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required in this Declaration, then Association may conduct the necessary inspection, repair any necessary drainage facilities and charge the work as an Individual Assessment to such Owner, all as further provided in this Declaration and/or Village Standards.

24.2 Right to Cure. Should any Owner do any of the following:

24.2.1 fail to perform its responsibilities as set forth in this Declaration or otherwise breach the provisions of the Declaration including, without limitation, any provision in this Declaration benefiting the SFWMD; or

24.2.2 cause any damage to any improvement or Common Areas; or

24.2.3 impede Developer or Association from exercising its rights or performing its responsibilities hereunder; or

24.2.4 undertake unauthorized improvements or modifications to a Home or the Common Areas; or

24.2.5 impede Developer from proceeding with or completing the development of LakePark;

then, Developer and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, entering upon the Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, removing unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, incurred shall be assessed against the Owner as an Individual Assessment or otherwise.

24.3 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

24.3.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

24.3.2 Commence an action to recover damages; and/or

24.3.3 Take any and all action reasonably necessary to correct the violation or breach.

24.4 Expenses. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

24.5 No Waiver. The failure of the Developer, Association and/or the ARC to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

24.6 Rights Cumulative. All rights, remedies, and privileges granted to Developer, Association and/or the ARC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Village Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

24.7 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Village Standards may be enforced by Developer and/or, where applicable, Owners, Neighborhood Association, and/or Association by any procedure at law or in equity against any person violating or attempting to violate any provision in this Declaration, to restrain such violation, to require compliance with the provisions contained in this Declaration, to recover damages, or to enforce any lien created in this Declaration. The expense of any litigation to enforce this Declaration or Village Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Village Standards.

24.8 Fines and Suspensions. To the extent not prohibited by applicable law, Association may suspend the rights of an Owner and an Owner's tenants, Lessees, licensees, guests, invitees, and/or occupants or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, Lessee, licensee, guest, invitee, or occupant for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SFWMD and/or the District, the By-Laws, the Articles, the Rules and Regulations, the Village Standards or any other Association Document. In addition, the Association may suspend the rights of an Owner and an Owner's Lessees, tenants, licensees, guests, invitees, and/or occupants to use the Common Areas if the Owner is more than ninety (90) days delinquent in paying any monetary obligation to the Association.

24.8.1 A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

24.8.2 A fine or suspension of use rights, other than a suspension as a result of being more than ninety (90) days delinquent in payment of a monetary obligation to the Association, may not be imposed without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. The role of the Violations Committee is limited to determining whether to confirm or reject the fine or suspension. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, Lessee, licensee, guest, invitee or occupant and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If a fine or suspension is imposed, the Association must provide written

notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant, Lessee, licensee, guest, invitee, or occupant. Suspension of use rights may not prohibit an Owner or Lessee from having vehicular and pedestrian ingress to and egress from their Home including, without limitation, the right to park vehicles.

24.8.3 Suspension of use rights as a result of an Owner being more than ninety (90) days delinquent in payment of any fee, fine or other monetary obligation due to the Association may only be for the period of time until such fee, fine or other monetary obligation is paid. The authority of the Association to suspend rights to use Common Areas as a result of being more than ninety (90) days delinquent in payment of a fee, fine or monetary obligation to the Association does not apply to the portion of the Common Areas that must be used for access to a Home or necessary utility services to a Home, and a suspension may not prohibit an Owner or Lessee from having vehicular and pedestrian ingress to and egress from their Home including, without limitation, the right to park vehicles. The Board may also suspend the voting rights of an Owner who is delinquent in Assessments or other monetary obligations to the Association for more than ninety (90) days. Notwithstanding anything to the contrary in this Declaration or other Association Documents, the notice and hearing requirements contained in Section 24.8.2 above do not apply to a suspension of use rights or suspension of voting rights as a result of being more than ninety (90) days delinquent in payment of a monetary obligation to the Association. However, suspension of use rights and voting rights as a result of being more than ninety (90) days delinquent in payment of any monetary obligation to the Association must be approved at a properly noticed meeting of the Board and, upon approval, the Association must notify the affected Owner and, if applicable, the affected Owner's Lessee, licensee, occupant, tenant, and invitees by mail or hand delivery.

24.8.4 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, Lessee, licensee, guest, invitee, or occupant, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, Lessee, licensee, guest, invitee, or occupant shall have a right to be represented by counsel and to cross-examine witnesses.

24.8.5 The Violations Committee may confirm a suspension of use rights or a fine against an Owner levied by the Board in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount of a fine imposed on an Owner, tenant, Lessee, licensee, guest, invitee or occupant. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board.

24.8.6 The Board may suspend, without notice or hearing, the voting rights of an Owner who is more than ninety (90) days delinquent in payment of a fee, fine, Assessments or other monetary obligation to the Association. The Board may also suspend the Owner's right to use the Common Areas because of the Owner's failure to pay Assessments when due as provided in these By-Laws, in the Declaration, and in Chapter 720 of the Florida Statutes. Suspension of voting rights and use rights apply to the Owner and, when appropriate, the Owner's tenants, Lessees, licensees, guests, invitees or occupants, even if the delinquency or failure that resulted in the suspension arose from less than all the multiple Homes owned by the Owner.

25. Additional Rights of Developer.

25.1 Sales and Administrative Offices. For so long as Developer and its assigns owns any property in LakePark, is affected by this Declaration, or maintains a sales office or administrative office within LakePark, Developer shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of LakePark and sales and re-sales of Homes and/or other properties owned by Developer or others outside of LakePark. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of LakePark, including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas to show Homes. The sales office, models, signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without

charge or expense. Without limiting the foregoing, Developer shall have the right to maintain an office within LakePark for administrative purposes, including, without limitation, covering warranty work, if any, for one (1) year after the Village Completion Date. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Village Completion Date.

25.2 Modification. The development and marketing of LakePark will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Village Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of LakePark to, as an example and not a limitation, amend a Plat and/or the Village Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole discretion, to accomplish the same.

25.3 Promotional Events. Prior to the Village Completion Date, Developer, Builders, and their respective successors and assigns shall have the right, at any time, to hold marketing, special and/or promotional events within LakePark and/or on the Common Areas, without any charge for use. Developer, its agents, affiliates, and/or assignees shall have the right to market LakePark and Homes in advertisements and other media by making reference to LakePark, including, but not limited to, pictures or drawings of LakePark, Common Areas, Parcels and Homes constructed in LakePark. All logos, trademarks, and designs used in connection with LakePark are the property of Developer, and Association shall have no right to use the same after the Village Completion Date except with the express prior written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

25.4 Use by Prospective Purchasers. Prior to the Village Completion Date, Developer shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of LakePark.

25.5 Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

25.6 Management. Developer or an affiliate of Developer may manage the Common Areas by contract with Association. Developer may also contract with a third party Management Company for management of Association and the Common Areas. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Management Company in connection with the costs of services provided by such Management Company. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

25.7 Easements. Until the Village Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, under, upon and across LakePark so long as any such easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant an easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of LakePark so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of LakePark. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the

appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Village Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

25.8 Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Village Standards and to recover all costs relating thereto, including, without limitation, attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

25.9 Additional Development. If Developer withdraws portions of LakePark from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

25.10 Representations. Developer makes no representations concerning development both within and outside the boundaries of LakePark including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on LakePark or in LakePark or adjacent to or near LakePark, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

25.11 Telecommunications Services.

25.11.1 Right to Contract for Telecommunications Services. Subject to the rights of Neighborhood Association and Community Association, Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of LakePark. Prior to the Village Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within LakePark as agreed, from time to time, between the Telecommunications Provider and Developer.

25.11.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon LakePark for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon LakePark for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of LakePark, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of Operating Costs of Association and shall be assessed as a part of the Assessments.

25.11.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such

restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefore. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wells Fargo Bank, N.A. or its successor on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between Association and a Telecommunications Provider.

25.11.4 Operating Costs. The cost of any Telecommunications System or Telecommunications Services provided pursuant to an agreement with the Association shall be part of Operating Costs and paid for by Owners through Assessments. Each Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual home owners that are not subject to a homeowners association in County. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

25.12 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, NEITHER ASSOCIATION, NEIGHBORHOOD ASSOCIATION, COMMUNITY ASSOCIATION, OTHER VILLAGE ASSOCIATIONS, THE DISTRICT, DEVELOPER, NOR ANY BUILDERS SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF LAKEPARK INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

25.12.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF LAKEPARK HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF LAKEPARK AND THE VALUE THEREOF; AND

25.12.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA, COUNTY, CITY AND/OR THE DISTRICT OR PREVENTS TORTIOUS ACTIVITIES; AND

25.12.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF LAKEPARK (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY

AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

25.13 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

25.14 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN THE COUNTY. DEVELOPER HAS AN OFFICE IN THE COUNTY AND EACH HOME IS LOCATED IN THE COUNTY. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN THE COUNTY. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN THE COUNTY.

25.15 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT LAKEPARK TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS TO THIS DECLARATION. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

25.16 Access Control System. Developer does not intend to install electronic entrance gates or other Access Control System at the entrance(s) to LakePark other than the entrance from Tradition Parkway. Association shall have the right, but not the obligation to install or contract for the installation or provision of an Access Control System for LakePark subject to the approval of the Neighborhood Association and Community Association, if applicable. Prior to the Village Completion Date, all contracts for Access Control Systems shall be subject to the prior written approval of Developer. Developer reserves the right, at any time and in its sole

discretion, to discontinue or terminate any Access Control System prior to the Village Completion Date. Without limiting the foregoing, Developer shall have the right to control any electronic gates at the entrance to LakePark and to keep such electronic gates open and/or program the times that the electronic gates at the entrance to LakePark may be opened or closed on a full time or limited basis for a period of up to thirty (30) days following the Community Completion Date. In addition, all Owners specifically acknowledge that LakePark may have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION, COMMUNITY ASSOCIATION, NEIGHBORHOOD ASSOCIATION, OTHER VILLAGE ASSOCIATIONS, DEVELOPER AND COMMUNITY DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

25.16.1 Components. The Access Control System, if installed, may include one or more manned or unmanned gatehouses, one or more electronic gates, and roving attendants using vehicles. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Village Completion Date, Association may install or expand the Access Control System by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or add manned or unmanned gate houses, information booths, sensors, gates and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Village Completion Date without the prior written consent of Developer.

25.16.2 Part of Operating Costs. If furnished and installed within any Home, the cost of operating and monitoring any Access Control System may be included in Operating Costs of Association and may be payable as a portion of the Assessments against Owners. The purpose of the Access Control System will be to control access to LakePark.

25.16.3 No Warranty. All Owners and occupants of any Home, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, their nominees or assigns, or any successor Developer, and the ARC and its members, do not represent or warrant that (a) any Access Control System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Access Control System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Access Control System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Access Control System, Developer shall not be liable to the Owners or Association with respect to such Access Control System, and the Owners and Association shall not make any claim against Developer for any loss that an Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Access Control System. Each Owner and Association is responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of an Access Control System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within LakePark or any residential subdivision contained therein. Developer and Association do not guaranty or warrant, expressly or by implication, the merchantability of fitness for use of any Access Control System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the monitoring service is designed to monitor the same. Each and every Owner and the occupant of each Home acknowledges that Developer and Association, and their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes or Parcels. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

25.16.4 Owners' Responsibility. OWNERS ARE SOLELY RESPONSIBLE FOR THE SECURITY OF THEIR HOMES AND THE SAFETY OF PERSONS AND PERSONAL PROPERTY THEREIN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT DEVELOPER, COMMUNITY DEVELOPER, BUILDERS, ASSOCIATION, COMMUNITY ASSOCIATION, NEIGHBORHOOD ASSOCIATION, AND OTHER VILLAGE ASSOCIATIONS THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. DEVELOPER, COMMUNITY DEVELOPER, BUILDERS, COMMUNITY ASSOCIATION, NEIGHBORHOOD ASSOCIATION, ASSOCIATION, AND

OTHER VILLAGE ASSOCIATIONS WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS. DEVELOPER, BUILDERS, COMMUNITY ASSOCIATION, NEIGHBORHOOD ASSOCIATION, ASSOCIATION, AND OTHER VILLAGE ASSOCIATIONS SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ACCESS CONTROL.

26. Selling, Leasing and Disposition of Homes. In order to maintain complementary uses, congenial neighbors and to protect the value of Homes, the transfer of title to or possession of Homes by any Owner shall be subject to the following provisions so long as Association exists, which provisions each Owner covenants and agrees to observe.

26.1 Transfers Subject to Approval.

26.1.1 Sale. No Owner may sell, dispose or otherwise transfer a Home or any interest therein by sale without approval of Association, which approval shall not be unreasonably withheld.

26.1.2 Lease, License and Occupancy Agreement. No Owner may transfer possession of a Home or otherwise dispose of a Home or any interest therein by lease, license, or occupancy agreement for any period without approval of Association except as otherwise provided in this Declaration. The renewal of any lease, license or occupancy agreement including any lease, license or occupancy agreement previously approved by Association under this Section 26, shall be re-submitted for approval by Association, which approval shall not be unreasonably withheld. No Owner may transfer possession of a Home or any interest therein by lease, license or occupancy agreement for any period until such Owner is current in payment of all Assessments due to Association under the terms of this Declaration, and Association shall have the right to withhold approval of any lease, license or occupancy agreement until such time as the Owner is current in payment of such Assessments.

26.1.3 Devise or Inheritance. If any Owner shall acquire title by devise or inheritance, the continuance of his, her or its ownership shall be subject to the approval of the Association. Such Owner shall give the Association notice of the acquisition of his/her/its title together with such additional information concerning the Owner as the Association may reasonably require together with a copy of the instrument evidencing the Owner's title. If such notice is not given, the Association, at any time after receiving knowledge of such transfer, may approve or disapprove the transfer of ownership.

26.1.4 Gift. If any Owner proposes to transfer a Home by gift, the proposed transfer shall be subject to the prior written approval of Association, which approval shall not be unreasonably withheld.

26.1.5 Other Transfers. If any Owner proposes to transfer a Home, or any interest therein, in any manner not provided in this Section 26 the proposed transfer shall be subject to the prior written approval of Association, which approval shall not be unreasonably withheld.

26.1.6 Notification of Transfers. Each new Owner receiving a conveyance from any party except the Developer shall notify the Association, Community Association, and Neighborhood Association promptly after becoming a new Owner by delivering a copy of the deed to the Home, or other instrument evidencing title, to the Association, Community Association, and Neighborhood Association.

26.1.7 Notification of Leases. Upon approval of a lease or occupancy of a Home, the Owner receiving such approval shall provide notice of the approval to the Community Association and Neighborhood Association within ten (10) days of receipt of the approval.

26.2 Approval by Association. To obtain approval of Association which is required for the transfer of Homes, each Owner shall comply with the following requirements:

26.2.1 Notice to Association.

26.2.1.1 Sale. An Owner intending to make a bona fide sale of his, her or its Home, or any interest therein, shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and written notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require.

26.2.1.2 Lease, License, Occupancy Agreement. An Owner intending to enter into a bona fide lease, license or occupancy agreement of his, her or its Home or any interest therein by lease, license, or occupancy agreement shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and written notice pursuant to a form approved by Association of such intention, together with the name and address of the intended Lessee, licensee or occupant, and such other information concerning the intended Lessee, licensee or occupant as Association may reasonably require, and an executed copy of the proposed lease, license or occupancy agreement, which lease, license or occupancy agreement shall provide that it is subject to approval by Association.

26.2.1.3 Devise or Inheritance. If any Owner shall acquire title by devise or inheritance, the continuance of his, her or its ownership shall be subject to the written approval of the Association. Such Owner shall provide the Association with notice of the acquisition of his, her or its title together with such additional information concerning the Owner as the Association may reasonably require together with a copy of the instrument evidencing the Owner's title. If such notice is not given, the Association, at any time after receiving knowledge of such transfer, may approve or disapprove the transfer of ownership.

26.2.1.4 Gift; Other Transfers. An Owner who proposes to transfer his, her or its title by gift or any other manner not specifically provided for in this Section 26 shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and written notice pursuant to a form approved by Association of the proposed transfer of his, her or its title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

26.2.1.5 Failure to Give Notice. If the notice to Association as required by this Declaration is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Home, Association at its discretion and without notice may approve or disapprove the lease, sale or other transfer. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.

26.2.1.6 Effect and Manner of Notice. The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser produced by the Board, as hereinafter provided, that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand-delivery to Association which shall give a receipt therefore.

26.2.2 Certificate of Approval.

26.2.2.1 Sale. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and all information required by it, the Association must either approve or disapprove of the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the purchaser and may be recorded in the Public Records. If the Association fails or refuses within the allotted time to notify the Owner of either approval or disapproval in writing, or, if applicable and as provided in Section 26.3.1, it fails to provide an alternate purchaser or make an election to purchase the Home itself when required to do so, then the Association shall conclusively be presumed to have approved the proposed transaction, and the Association shall, upon demand, provide a recordable certificate of approval. In any such case, the Association shall have no responsibility for the Owner's cost, brokerage fees, attorneys' fees and costs or any other claims related to a delay or failure in closing of the sale of the Home.

26.2.2.2 Lease, License, Occupancy Agreement. If the proposed transaction is a lease, license or occupancy agreement, then, within thirty (30) days after receipt of such notice and all information required by it, the Association must either approve or disapprove the proposed transaction. If approved, the

approval shall be stated in a certificate executed by the proper officers of Association and shall be delivered to the lessee, licensee or occupant. Notwithstanding the foregoing, in the event that the tenant under the proposed lease, license or occupancy agreement is a service member, as defined in Section 250.01, Florida Statutes, the Association must either approve or disapprove the proposed transaction in writing within seven (7) days after receipt of notice and all information required by it and, if denied, the denial must state the reason for denial; failure to deny a lease, license or occupancy agreement to a service member within such seven (7) day period shall be deemed an approval of such lease, license or occupancy agreement.

26.2.2.3 Devise or Inheritance. If the transaction is a transfer of title by devise or inheritance, then, within thirty (30) days after receipt of such notice and all information required by it, the Association must either approve or disapprove the transfer. If approved, the approval shall be stated in a certificate executed by the proper officers of Association and shall be delivered to the person who has obtained title to the Home and recorded in the Public Records.

26.2.2.4 Gift, Other Transfer. If the Owner giving notice proposes to transfer his, her or its title by gift or in any other manner not specifically provided for in this Section 26, then, within thirty (30) days after receipt of such notice and all information required by it, the Association must either approve or disapprove the proposed transfer of title to the Home. If approved, the approval shall be upon such terms and conditions as Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the Owner and shall be recorded in the Public Records.

26.2.3 Approval of Owner Other Than an Individual. Inasmuch as the Home may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Home for such use, if the Owner or purchaser of a Home is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant or the beneficial owners of the entity being approved by Association. Any change in such primary occupant or beneficial owners of the Home shall be deemed a change of ownership subject to Association approval pursuant to this Section.

26.3 Disapproval by Association. In exercising its power of disapproval of a transfer, occupancy, or ownership of a Home, the Association shall act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, use and enjoyment of other Owners and occupants and proper operation of LakePark and the purposes as set forth in this Section 26. Although an Owner complies with the foregoing requirements, Association may disapprove of the transfer. If Association disapproves a transfer or ownership of a Home, the matter shall be disposed of in the following manner:

26.3.1 Sale. If the proposed transaction is a sale, and if the Association disapproves of the proposed transaction (subject to the qualifications contained in this Section) notice of disapproval shall be sent in writing to the Owner or interest holder, and the transaction shall not be completed. Except in the case of disapproval for cause, upon the written demand of the Owner made within ten (10) days after receipt of the disapproval, the Association may elect to furnish an alternate purchaser it approves or the Association may itself elect to purchase the Home, upon which the Owner shall be compelled to sell to such alternate purchaser or to the Association upon the same terms set forth in the proposal given to the Association. Alternatively, the Owner may withdraw the proposed sale. If the Association elects to purchase the Home or provides an alternative purchaser, then, within thirty (30) days after receipt of such notice and all information required by the Association, the Association shall deliver by professional courier, hand-delivery, mail or certified mail, to the Unit Owner, an agreement to purchase by the Association, or a purchaser approved by the Association who will purchase and to whom the Owner must sell the Home, upon the following terms: (i) the price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell; and (ii) the sale shall be closed within ninety (90) days after the delivery or mailing of the agreement to purchase to the Unit Owner and shall be upon terms no less favorable than the terms of the disapproved contract. Notwithstanding the foregoing, if the Association disapproves the proposed sale, transfer or conveyance, the Association shall neither have the duty to purchase or provide an alternate purchaser nor shall it assume any responsibility for the denial of a proposed sale, transfer or conveyance, if the denial is based upon good cause. Good cause shall include, but shall not be limited to, the following: (i) the person seeking approval has failed to provide the information required to process the application package in a timely manner, or has materially misrepresented any fact or information provided in the application package or the

screening process; (ii) the Owner is delinquent in the Assessments for his/her/its Home; (iii) the application package for approval, on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations, or that the sale, if approved, would result in a violation of the Association Documents; (iv) the Owner or person seeking approval makes a material omission or misrepresentation on any of the documents comprising the application package; (v) negative information pertaining to prior rental history, credit worthiness and personal/business references is obtained; or (vi) the person seeking approval (which shall include all proposed occupants) has been convicted of a felony by any court in the United States involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude.

26.3.2 Lease, License, Occupancy Agreement. If the Association disapproves of a transfer of possession of a Home by lease, license or occupancy agreement, then the Owner may not lease, license or allow occupancy of the Home to the intended lessee, licensee or occupant for whom the Owner sought approval.

26.3.3 Transfer by Devise or Inheritance. If the Association disapproves of such transfer of title by devise or inheritance, then, within thirty (30) days after receipt of such notice and all information required by the Association, the Association shall notify in writing the person who has obtained such title of a purchaser or purchasers approved by the Association to purchase the respective Home at its fair market value. The fair market value of the Home will be determined by any one of the following methods determined by the Board: (i) by three (3) M.A.I. appraisers, one of whom shall be selected by the Association's proposed purchaser, one by the person holding title, and one by the two (2) appraisers so selected; or (ii) by mutual agreement by the Association's proposed purchaser and the person holding title. All costs for such appraisal shall be paid by the Association's proposed purchaser. The purchase price shall be paid by federal wire or official check and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Board has a purchaser for the respective Home, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Home in accordance with the terms of this Declaration. In the event the purchaser furnished by Association shall default in his or her obligation to purchase such Home, then the Board shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver a certificate of approval therefore.

26.3.4 Gift and Other Transfers. If the Owner giving notice proposes to transfer his, her or its title by gift or any other manner not provided for in this Section 26, then, within thirty (30) days, after receipt from the Owner of the notice and information required to be furnished, Association shall deliver by professional courier, hand delivery, or mail by certified mail, to the Owner written notice of the terms and conditions upon which the transfer must be made including, without limitation, the requirements of Association regarding occupancy of the Home and by whom the votes in Association affairs may be cast.

26.4 Exceptions. A transfer to or a transfer by a Lender that acquires its title as a result of a deed from its mortgagor in lieu of foreclosure or through foreclosure proceedings shall be exempt from the provisions of this Section and such transaction shall not require approval of the Association. The purchaser from a Lender shall not be subject to approval by the Association as provided in this Section. The foregoing provisions of this Section shall not require the approval of a purchaser who acquires the title to a Home at a duly advertised public sale with open bidding which is provided by law including, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. The provisions of this Section shall not apply to Developer.

26.5 Unauthorized Transactions. Any sale, transfer, lease or other transaction which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by Association.

26.6 Notice of Lien or Suit.

26.6.1 Notice of Lien. An Owner shall give notice to Association of every lien upon his or her Home other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of such lien.

26.6.2 Notice of Suit. An Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Home; such notice is to be given within five (5) days after the Owner receives knowledge thereof.

26.6.3 Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

27. Planned Unit Development. The Community, of which LakePark is a part, is a master planned development approved by the City Council pursuant to Ordinance No. 03-151 and as amended by Ordinance Nos. 05-124, 06-54, 07-108, 08-21, 12-68, 14-22, 14-47 AND 14-71 all of the City of Port St. Lucie, and as may be further amended from time to time (the "MPUD"). LakePark is subject to the terms and conditions of the MPUD.

28. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

29. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and, at Developer's option, recorded in the Public Records.

30. Senior Housing Restrictions.

30.1 Age of Residents. Subject to all local ordinances, as they may be amended from time to time, at least eighty percent (80%) of the occupied Homes in LakePark must be occupied by at least one (1) person fifty-five (55) years of age or older. It shall be the responsibility of the Board to determine whether eighty percent (80%) of the occupied Homes in LakePark are occupied by at least one person who is fifty-five (55) years of age or older. No person under the age of eighteen (18) may be a permanent occupant of any Home, except that persons under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year. Such temporary residency shall be governed by Rules and Regulations adopted by the Board. Notwithstanding anything to the contrary set forth in this Declaration, the restriction that no person under the age of eighteen (18) years may be a permanent occupant of any Home shall be in perpetuity and shall not be subject to amendment. The provisions of this Section are intended specifically to be consistent with, and are set forth in order to comply with the provisions of the federal Fair Housing Act (the "Act"), and exceptions therefrom provided by 42 U.S.C., Section 3607, regarding discrimination based on familial status, and, except as otherwise provided in Section 30.6 below, may be amended at any time by a majority of the Board of Directors (without the joinder or vote of Owners) to reduce the fifty-five (55) years of age restriction if so permitted by the Act. Notwithstanding anything to the contrary, for so long as Developer owns lots for development and sale in LakePark, Developer shall have the sole right, but not the obligation, to allow no more than twenty (20%) of the Homes in LakePark to be permanently occupied by persons who are under fifty-five (55) years of age or older but who are fifty-two (52) years of age or older; provided, such occupancy does not violate the Act.

30.2 Sale, Lease or Transfer. OWNERS SHALL BE RESPONSIBLE FOR INCLUDING THE STATEMENT THAT THE HOMES WITHIN LAKEPARK ARE INTENDED FOR OCCUPANCY BY PERSONS FIFTY-FIVE (55) YEARS OF AGE OR OLDER, AS SET FORTH ABOVE, IN CONSPICUOUS TYPE IN ANY LEASE, PURCHASE AND SALE AGREEMENT, TRANSFER DOCUMENTS OR OTHER OCCUPANCY AGREEMENT RELATING TO SUCH OWNER'S HOME, WHICH AGREEMENTS OR CONTRACTS SHALL BE IN WRITING AND SIGNED BY THE TENANT OR PURCHASER. NO OWNER MAY TRANSFER ANY INTEREST IN A HOME WITHOUT THE APPROVAL OF ASSOCIATION AS PROVIDED IN ASSOCIATION'S RULES AND REGULATIONS.

30.3 Change of Occupancy. In the event of any proposed change in occupancy of any Home as a result of transfer, sale, gift, lease, sublease, assignment, death, birth, marriage, separation, divorce, or otherwise, the Owner of such Home shall immediately notify the Board in writing and provide to the Board the names and ages of all current and proposed occupants of the Home and such other information the Board may reasonably require to

verify the age of each occupant. No voluntary change in occupancy shall occur without the prior approval of Association as required by this Declaration and as may be provided in Association's Rules and Regulations.

30.4 Maintaining Age Records. Association shall be responsible for maintaining age records on all occupants of Homes. The Board shall publish and adhere to policies, procedures and rules to monitor and maintain compliance with this Section and the Act, including policies regarding verification of compliance with the Act through surveys and affidavits. Association shall develop procedures for determining the occupancy of each Home. Association may require occupants of Homes to produce copies of birth certificates, driver's licenses, passports, immigration cards, military identifications or other official documents containing birth date of comparable reliability.

30.5 Enforcement of Provisions. Association shall have the power and authority to enforce the provisions of this Section 30 in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Home which do not comply with the requirements and restrictions of this Section. EACH OWNER HEREBY APPOINTS ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF A HOME AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION. Each Owner shall fully and truthfully respond to any and all requests by Association for information regarding the occupancy of the Home which in the judgment of the Board is reasonably necessary to monitor compliance with this Section. The County and the School Board shall have the right, but not the obligation, to take enforcement action, at law or in equity, including a civil action for an injunction and penalties, against the Association to compel it to correct any non-compliance with the terms and provisions of Section 30 of this Declaration and/or to prevent the violation or breach of the terms and provisions of Section 30 of this Declaration; provided, however, the failure of the County or the School Board to enforce the provisions of Section 30 of this Declaration shall not be deemed or construed as a waiver of such right or of the right to thereafter enforce the provisions of Section 30 of this Declaration, and no waiver of any non-compliance with the provisions of Section 30 of this Declaration shall be held to constitute a waiver of any other or subsequent breach or non-compliance.

30.6 County Educational Facilities Impact Fees. The Educational Facilities Impact Fee Ordinance exempts any land development designated as an adult facility or residential structure in which minors cannot reside because of enforceable land use restrictions from the required payment of Educational Facilities Impact Fees. Notwithstanding anything to the contrary in this Declaration, no amendment to or affecting Section 30 of this Declaration or any subsection thereof shall be made or effective unless notice of such amendment is delivered to the County and the School Board, and such amendment receives the prior written consent of the School Board. In the event any amendment to or affecting Section 30 of this Declaration or any subsection thereof is approved by the School Board and results in the loss of the exemption from payment of Educational Facilities Impact Fees pursuant to the Educational Facilities Impact Fee Ordinance, then the Developer, if prior to the Turnover Date, or the Association, if on or after the Turnover Date, shall deliver to the County the amount of applicable Educational Facilities Impact Fees in effect at the time of such an amendment and payable in accordance with the Educational Facilities Impact Fee Ordinance.

31. General Provisions.

31.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

31.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

31.3 Execution of Documents. Developer's plan of development for LakePark, including, without limitation, the creation of one (1) or more special taxing districts, may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that such documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation,

any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Such appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of LakePark, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to LakePark or any portion(s) thereof.

31.4 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy.

31.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

31.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

31.7 No Obligation to Enforce. None of the provisions of this Declaration shall obligate or be construed to obligate Developer, or its agents, representatives, or employees to undertake any affirmative action to enforce the provisions of this Declaration or any provision hereof or thereof, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof or thereof.

31.8 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF LAKEPARK ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO LAKEPARK. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF LAKEPARK, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO LAKEPARK WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE

OR WILLFUL MISCONDUCT, AND (IV) ANY PURCHASE OR USE OF ANY PORTION OF LAKEPARK HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

31.9 Utilities. Certain utility facilities including, but not limited to, FPL electrical lines, have been or will be buried underground within LakePark and may be located under roads, walkways, and other improvements. In the event that buried FPL utility facilities need to be excavated in order to test, replace, maintain and/or repair them, Association, and not FPL or other utility company, may be responsible for restoring the surface of the land and the improvements affected, if any. FPL and other utility service providers and their contractors may not be responsible to restore any road, sidewalk, or any subsurface area in any case where FPL, other utility service provider, or its/their contractors must excavate to make a necessary repair to its/their underground facilities within LakePark. Association shall be responsible for performing any such restoration not performed by FPL or its contractors, the cost of which shall be paid for as a Special Assessment, shared equally among the Owners.

31.10 Village Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such Home is subject to certain land use and title documents and all amendments thereto, which include, among other items, any documents recorded in the Public Records, unrecorded land use documents, and the documents identified in this Declaration and any other documents affecting title to LakePark (collectively, the "Village Title Documents").

Developer's plan of development for LakePark may necessitate from time to time the further amendment, modification and/or termination of the Village Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE VILLAGE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Village Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Village Title Documents; and (ii) that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Village Title Documents. Without limiting the foregoing, upon the Village Completion Date Association shall assume all of the obligations of Developer under the Village Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

32. Disclaimer of Warranties. To the maximum extent lawful, Developer hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Common Areas, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans and all other express and implied warranties of any kind or character. As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. ADDITIONAL TEXT AND SIGNATURES ON FOLLOWING PAGE.]

33. Community Developer. Each Owner acknowledges, understands and agrees that Minto is not the developer of the Community. As provided in the Community Declaration, the developer of the Community is the Community Developer. All obligations, representations, and warranties of the Community Developer under the Community Association Documents or otherwise are the responsibility of Community Developer and Developer shall have no liability to any Owner or Association under the Community Declaration or otherwise with respect to matters relating to the Community. Developer is neither related to nor a partner of the Community Developer, and does not control the amenities (existing, planned or future), landscaping or other improvements that Community Developer may provide in the Community.

Developer hereby activates the guarantee in Section 19.9.2 of this Declaration.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 20th day of April, 2016.

WITNESSES:

MINTO TOWNPARK, LLC,
a Florida limited liability company

Linda Yonke
Print Name: LINDA YONKE

By: [Signature]
Name: JOHN F. CARTER
Title: VICE PRESIDENT

NORMA MOHAMED
Print Name: NORMA MOHAMED

{SEAL}

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.:

The foregoing instrument was acknowledged before me this 20th day of April, 2016 by John F. Carter as _____ of MINTO TOWNPARK, LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification, on behalf of the company.

My commission expires: 2-13-2020

Laura LaFauci
NOTARY PUBLIC, State of Florida at Large
Print Name Laura LaFauci



JOINDER

TOWNPARK MASTER ASSOCIATION, INC.

TOWNPARK MASTER ASSOCIATION, INC. ("**Neighborhood Association**") does hereby join in the Declaration for LakePark ("**Declaration**") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Neighborhood Association acknowledges that this Joinder is for convenience only and does not apply to the effectiveness of the Declaration, as Neighborhood Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 20th day of April, 2016.

WITNESSES:

TOWNPARK MASTER ASSOCIATION, INC., a Florida not-for-profit corporation

Linda Yonke
Print Name: LINDA YONKE
Norma Mohamed
Print Name: NORMA MOHAMED

By: [Signature]
Name: STEVE ASHBY
Title: VICE PRESIDENT
Date: 4. 20. 2016

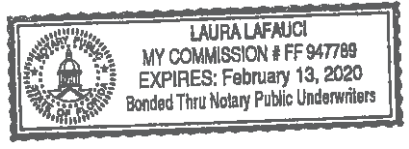
[SEAL]

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.:

The foregoing instrument was acknowledged before me this 20th day of April, 2016 by Steve Ashby as President of TOWNPARK MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: 2-13-2020

Laura LaFauci
NOTARY PUBLIC, State of Florida
Print Name Laura LaFauci



JOINDER

LAKEPARK AT TOWNPARK HOMEOWNERS ASSOCIATION, INC.

LAKEPARK AT TOWNPARK HOMEOWNERS ASSOCIATION, INC. ("Association") does hereby join in the Declaration for LakePark ("Declaration") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Declaration, as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 20th day of April, 2016.

WITNESSES:

LAKEPARK AT TOWNPARK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Linda Yonke
Print Name: LINDA YONKE

Norma Mohamed
Print Name: NORMA MOHAMED

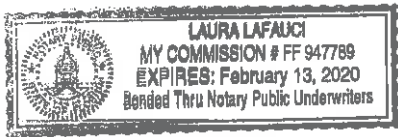
By: [Signature]
Name: JANET J. KROLL
Title: VICE PRESIDENT
Date: 4.20.2016

[SEAL]

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.:

The foregoing instrument was acknowledged before me this 20th day of April, 2016 by Janet J. Kroll as President of LAKEPARK AT TOWNPARK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: 2-13-2020



Laura LaFauci
NOTARY PUBLIC, State of Florida at Large
Print Name Laura LaFauci

JOINDER

TRADITION COMMUNITY ASSOCIATION, INC.

TRADITION COMMUNITY ASSOCIATION, INC. ("Community Association") does hereby join in the Declaration for LakePark ("Declaration") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 17 day of MAY, 2016.

WITNESSES:

TRADITION COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Angela Shepherd
Print Name: Angela Shepherd
Scott Mankovich
Print Name: Scott Mankovich

By: [Signature]
Name: John P. Gallagher
Title: PRESIDENT
Date: 5/17/16

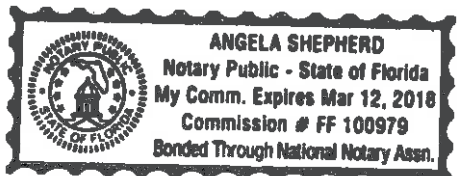
STATE OF FLORIDA)
COUNTY OF ST LUCIE) SS.:

[SEAL]

The foregoing instrument was acknowledged before me this 17 day of MAY, 2016 by JOHN GALLAGHER as PRESIDENT of TRADITION COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida
Print Name Angela Shepherd



CONSENT

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, National Association, as Administrative Agent ("Wells Fargo"), the owner and holder of a certain Amended and Restated Mortgage and Security Agreement dated February 14, 2008, recorded February 15, 2008, in Official Records Book 2939, Page 83, as amended by First Amendment to Amended and Restated Mortgage and Security Agreement dated December 18, 2009, recorded December 31, 2009 in Official Records Book 3159, Page 231, as further amended by the Mortgage Modification, Future Advance and Spreader Agreement dated April 14, 2014, recorded April 21, 2014 in Official Records Book 3623, Page 536, as further amended by Mortgage Modification and Future Advance Agreement dated December 29, 2014, recorded January 6, 2015 in Official Records Book 3705, Page 262, as further amended by Mortgage Modification Agreement dated June 25, 2015, recorded July 7, 2015 in Official Records Book 3764, Page 2333, and as further amended by Mortgage Spreader Agreement dated May 12, 2015, recorded May 26, 2015 in Official Records Book 3749, Page 2501, together with Financing Statement Form UCC-1 recorded February 15, 2008 in Official Records Book 2939, Page 143; Absolute Assignment of Leases and Rents recorded February 15, 2008 in Official Records Book 2939, Page 189; and Assignment of Agreements Affecting Real Estate recorded February 15, 2008 in Official Records Book 2939, Page 239, all of the Public Records of Saint Lucie County, Florida (as amended from time to time, the "Mortgage") which encumbers the real property described in Exhibit 1 to the Declaration for LakePark ("Declaration"), does hereby join in and consent to the Declaration, to which this consent is attached, and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

NOW, THEREFORE, the undersigned consents to the recordation of the Declaration.

Wells Fargo makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of LakePark, and does not assume and shall not be responsible for any of the obligations or liabilities of the Developer contained in the Declaration or other documents used in connection with the promotion of LakePark. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Wells Fargo, nor shall they be construed to create any obligations on Wells Fargo to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Wells Fargo as set forth in the Mortgage or in the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 17th day of May, 2016.

WITNESSES:

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, National Association, as Administrative Agent

Print Name: Valeria A. Girrens

Print Name: Sandra Garcia

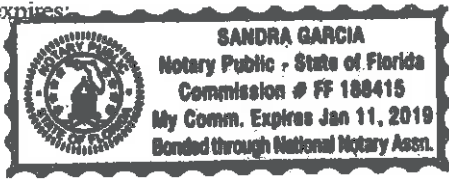
By: Beverly J. Matter
Name: Beverly J. Matter
Title: Vice President

{SEAL}

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH) SS.:

The foregoing instrument was acknowledged before me this 17th day of May, 2016 by Beverly J. Matter as VP of Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, National Association, as Administrative Agent who is personally known to me or who produced identification.

My commission expires:



Print name: Sandra Garcia

LakePark Declaration

EXHIBIT 1

LEGAL DESCRIPTION

All of Lake Park at Tradition - Plat 1, according to the Plat thereof, as recorded in Plat Book 70, Page 35 of the Public Records.

EXHIBIT 1

LEGAL DESCRIPTION

All of Lake Park at Tradition - Plat 1, according to the Plat thereof, as recorded in Plat Book 70, Page 35 of the Public Records.

EXHIBIT 2

ARTICLES OF INCORPORATION

**ARTICLES OF INCORPORATION
FOR
LAKEPARK AT TOWNPARK HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, adopts the following Articles of Incorporation:

**ARTICLE 1
NAME**

The name of the corporation shall be LAKEPARK AT TOWNPARK HOMEOWNERS ASSOCIATION, INC. ("**Association**"). These Articles of Incorporation shall hereinafter be referred to as the "**Articles**" and the By-Laws of the Association as the "**By-Laws**."

**ARTICLE 2
PURPOSE**

The purpose for which the Association is organized is to provide an entity for operating, administering, managing, and maintaining a planned residential community located in Port St. Lucie, St. Lucie County, Florida known as "**LakePark**", in accordance with the Declaration for LakePark to be recorded in the Public Records of St. Lucie County, Florida ("**Declaration**").

**ARTICLE 3
DEFINITIONS**

The initially capitalized terms used and not defined in these Articles shall each have the same definitions and meanings as those set forth in the Declaration unless provided to the contrary in these Articles, or unless the context otherwise requires.

**ARTICLE 4
POWERS**

The powers of the Association shall include and be governed by the following:

- 4.1 **General**. The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida that are not in conflict with the provisions of these Articles, the Declaration or the By-Laws.
- 4.2 **Enumeration**. The Association shall have all of the powers reasonably necessary to operate LakePark pursuant to the Declaration and as more particularly described in the By-Laws and these Articles, as they may be amended from time to time, including, but not limited to, the following:
 - (a) To fix, levy, make, collect and enforce payment of Assessments and other charges against Members, as Owners, and to use the proceeds thereof in the exercise of its powers and duties.

- (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (c) To operate and maintain the Surface Water Management System as required by the Permit and ACOE Permit, the Declaration, and applicable SFWMD rules and regulations.
- (d) To maintain, repair, replace, reconstruct, add to and operate LakePark, and other property acquired or leased by the Association.
- (e) To purchase insurance covering all of the Common Areas, or portions thereof, and Homes, and insurance for the protection of the Association, its officers, directors and Owners.
- (f) To make and amend reasonable Rules and Regulations for the maintenance, conservation and use of LakePark and for the health, comfort, safety and welfare of the Owners.
- (g) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the Rules and Regulations concerning the use of LakePark, subject, however, to the limitation regarding assessing Homes owned by Developer for fees and expenses relating in any way to claims or potential claims against Developer as set forth in the Declaration and/or By-Laws.
- (h) To contract for the management, operation, administration and maintenance of LakePark, including contracts and agreements with the Tradition Community Development District No. 6, the TownPark Master Association, Inc., the Tradition Community Association, Inc., and any other entity the Association deems necessary in order to effectively manage, operate, administer and maintain LakePark and to authorize a management agent or company (who may be an affiliate of Developer) to assist the Association in carrying out its powers and duties by performing functions including, but not limited to, the submission of proposals, collection of Assessments, preparation of records, enforcement of Rules and Regulations and Village Standards, maintenance, repair and replacement of the Common Areas with funds as shall be made available by the Association for such purposes. The Association and its officers and directors shall, however, retain at all times the powers and duties granted by the Declaration, these Articles and the By-Laws, including, but not limited to, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.
- (i) To contract with a cable operator licensed by the City or County to provide cable television service on a bulk rate or other basis to Owners.
- (j) To employ personnel to perform the services required for the proper

operation of LakePark.

- (k) To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.
 - (l) To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of LakePark to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.
 - (m) To establish committees and delegate certain functions to those committees.
 - (n) To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise including, but not limited to, all powers set forth in Chapters 617 and 720 of the Florida Statutes.
 - (o) To perform all duties and obligations of Association as set forth in these Articles, the Declaration and By-Laws.
 - (p) To exercise the emergency powers as provided in Section 720.316 of the Florida Statutes.
- 4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the By-Laws.
- 4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Declaration. In the event of termination, dissolution or final liquidation of the Association, the Surface Water Management System and the responsibility for operation and maintenance of the Surface Water Management System shall be transferred to and accepted by an entity which complies with the applicable provisions of the Florida Administrative Code and approved by the SFWMD (as applicable) prior to such termination, dissolution or liquidation.
- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of these Articles, the Declaration and the By-Laws.

ARTICLE 5 MEMBERS

- 5.1 Membership. The members of the Association ("Members") shall consist of the Owners of LakePark from time to time, including Developer, as further described in the Declaration.
- 5.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Home for which that share is held. Upon acquisition of a Home within LakePark, the Owner shall automatically become a Member of the Association, and upon the sale of a Home in LakePark, the membership appurtenant to such Home shall automatically pass to the subsequent Owner of the Home.
- 5.3 Voting. The Association shall have two (2) classes of Members, each with voting rights as follows (the "Voting Interest"):
- 5.3.1 Class A Members. Prior to the cessation of Class B membership, Class A Members shall consist of all Owners with the exception of Developer. Class A Members shall be entitled to cast one (1) vote for each Home or Lot owned by them. If a Home is built on a Lot, the Class A Member owning such Lot shall be entitled to only one (1) vote.
- 5.3.2 Class B Members. The Class B Member shall be Developer. The Class B Member shall be entitled to four (4) votes for each vote that all Class A Members are entitled to cast at any time. The Class B membership shall cease upon the first to occur of the following events:
- (a) December 31, 2030; or
 - (b) when the Developer records a notice in the Public Records of County expressly terminating its Class B membership; or
 - (c) the Turnover Date.
- Upon termination of the Class B membership, Developer shall be deemed and become a Class A Member entitled to vote as specified in the By-Laws and these Articles.
- 5.4 Meetings. The By-Laws shall provide for an annual meeting of Members and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE 6

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7
INCORPORATOR

The name and address of the incorporator of the Association is as follows:

John Carter
4400 West Sample Road
Suite 200
Coconut Creek, FL 33073-3450

ARTICLE 8
OFFICERS

Subject to the direction of the Board, described in Article 9 below, the affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

President

Steve Ashby
4400 West Sample Road, Suite 200
Coconut Creek, FL 33073-3450

Vice President

Janet J. Kroll
4400 West Sample Road, Suite 200
Coconut Creek, FL 33073-3450

Secretary/Treasurer

Maurice E. Berry
4400 West Sample Road, Suite 200
Coconut Creek, FL 33073-3450

ARTICLE 9
DIRECTORS

- 9.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a board of directors (hereinafter referred to as the "**Board of Directors**" or "**Board**") consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors.
- 9.2 **Duties and Powers.** All of the duties and powers of the Association existing under the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required as provided in the Declaration or the By-Laws.

- 9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws.
- 9.4 First Directors. The names of the members of the first Board who shall hold office until their successors are elected and have qualified, as provided in the By-Laws are as follows:

Steve Ashby

Janet J. Kroll

Maurice E. Berry

ARTICLE 10 **VOTING REPRESENTATIVE**

On all matters relating to the Community Association upon which the Members are entitled to or required to vote, the Members shall be represented by a voting representative ("Voting Representative") who will be designated as provided in the By-Laws.

ARTICLE 11 **INDEMNIFICATION**

- 11.1 Indemnity. The Association shall indemnify, defend and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of the Association, against reasonable expenses (including reasonable attorneys' fees and costs at all tribunal levels), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Association shall have no duty to indemnify any party described in this Section 11.1, for any settlement entered, unless the party has received

Association approval for the settlement entered.

- 11.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including reasonable attorneys' fees and costs at all trial and appellate levels) actually and reasonably incurred by him in connection therewith.
- 11.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding provided that the affected director, officer, employee or agent agrees to repay such amount advanced by the Association, should it be ultimately determined that he is not entitled to be indemnified by the Association as authorized in this Article .
- 11.4 Miscellaneous. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent of the Association and shall inure to the benefit of the heirs and personal representatives of such person.
- 11.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and insured by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article 11.
- 11.6 Amendment. Notwithstanding anything to the contrary stated in these Articles, the provisions of this Article 11 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE 12 BY-LAWS

The first By-Laws of the Association shall be adopted by the Board and may be altered, amended, or rescinded in the manner provided for in the By-Laws and the Declaration. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

ARTICLE 13 AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- 13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- 13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the proposed amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:
- (a) at any time, by not less than a majority of the votes of all of the Members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66 2/3% of the entire Board; or
 - (b) after control of the Association is turned over to Unit Owners other than Developer, by not less than 80% of the votes of all of the Members of the Association represented at a meeting at which a quorum has been attained; or
 - (c) after control of the Association is turned over to Unit Owners other than Developer, by not less than 100% of the entire Board; or
 - (d) before control of the Association is turned over to Unit Owners other than Developer, by not less than 66 2/3% of the entire Board.
- 13.3 Limitation. No amendment shall make changes (i) in the qualifications for membership, (ii) in the voting rights or property rights of Members, or (iii) in any manner to Section 5.3 of these Articles, without the approval in writing of all Members and the joinder of all Lenders. No amendment shall be made that is in conflict with the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options provided in these Articles in favor of or reserved to Developer, or any of its affiliates, unless Developer shall give its prior written consent to the amendment or join in the execution of the amendment, nor shall any amendment alter the provisions of these Articles benefiting Lenders or affecting the rights of Lenders without the prior written approval of the Lender(s) enjoying the benefit of such provisions. This Section 13.3 may not be amended without the consent of Developer or Lenders if such amendment affects the rights and privileges of Lenders as set forth in this Section 13.3.
- 13.4 Developer. Developer may amend these Articles (consistent with the provisions allowing certain amendments to be effected by Developer alone) without consent of any Members.
- 13.5 Recording. A copy of each amendment shall be filed with the Secretary of State

pursuant to the provisions of applicable Florida law.

ARTICLE 14
PRINCIPAL ADDRESS OF ASSOCIATION

The principal office and mailing address of the Association shall be at 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450, or such other place as may subsequently be designated by the Board. All the books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapters 617 and 720 of the Florida Statutes.

ARTICLE 15
CONVEYANCE

The Association shall accept any and all deeds and other instruments conveying real or personal property delivered to the Association by Developer as provided in the Declaration.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ARTICLE 15
REGISTERED AGENT

The registered agent of the Association shall be Minto Communities, LLC, Attn: John Carter, 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 26th day of January, 2015.

WITNESSES:

Print name: JANET C. FEOL

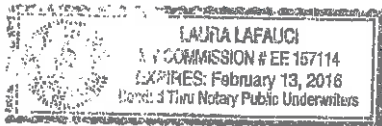
Print name: MAURICE E. BERRY

John Carter, Incorporator

STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of January, 2015 by John Carter, who is personally known to me.

My commission expires:



Laura LaFauci
NOTARY PUBLIC, State of Florida
Print name: Laura LaFauci

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

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, at the City of Coconut Creek, Broward County, State of Florida, the Corporation named in the such Articles has named Minto Communities, LLC, Attn: John Carter, 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450 as its statutory registered agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and acknowledge that we are familiar with and accept the obligations set forth in Florida Statutes Section 617.0503.

MINTO COMMUNITIES, LLC

By: 
John Carter, Executive Vice President

Dated this 26th day of January, 2015

EXHIBIT 3

BY-LAWS

**AMENDED AND RESTATED BY-LAWS OF
TOWNPARK MASTER ASSOCIATION, INC.**

TABLE OF CONTENTS

	Page
1. Identity	1
1.1 Principal Office	1
1.2 Fiscal Year	1
1.3 Seal	1
2. Definitions.....	1
3. Members	1
3.1 Annual Meeting	1
3.2 Special Meeting	2
3.3 Notice of Meeting; Waiver of Notice	2
3.4 Members' Participation in Meetings.....	2
3.5 Quorum	3
3.6 Voting	3
3.7 Proxies.....	5
3.8 Adjourned Meetings.....	5
3.9 Order of Business.....	5
3.10 Minutes of Meetings	6
3.11 Delinquent Owners	6
3.12 Action Without a Meeting	6
4. Directors.....	6
4.1 Membership – Prior to the Turnover Date.....	6
4.2 Membership – After the Turnover Date.....	6
4.3 Eligibility	6
4.4 Election of Directors	7
4.5 Vacancies and Removal	8
4.6 Term	9
4.7 Organizational Meeting	9
4.8 Regular Meetings	9
4.9 Special Meetings.....	9
4.10 Waiver of Notice.....	10
4.11 Quorum	10
4.12 Adjourned Meetings.....	10
4.13 Presiding Officer	10
4.14 Order of Business.....	10
4.15 Minutes of Meetings	10
4.16 Executive Committee; Other Committees	11
4.17 Developer Control of Board; Turnover.....	11
4.18 Voting at Board and Committee Meetings	12
4.19 Action Without Meeting	12

5.	Powers and Duties.....	12
6.	Officers	15
6.1	Executive Officers	15
6.2	President.....	15
6.3	Vice President	15
6.4	Secretary	15
6.5	Treasurer	15
6.6	Developer Appointees.....	16
7.	Compensation	16
8.	Resignations.....	16
9.	Fiscal Management	16
9.1	Budget.....	16
9.2	Assessments	17
9.3	Individual Assessments.....	17
9.4	Special Assessments	18
9.5	Depository.....	18
9.6	Acceleration of Assessment Installments upon Default	18
9.7	Fidelity Bonds.....	18
9.8	Accounting Records and Financial Reports.....	18
9.9	Other Official Records.....	19
9.10	Inspection and Copying	20
9.11	Application of Payment	20
9.12	Notice of Meetings.....	20
9.13	Developer Exemption From Assessments for Lawsuits	20
10.	Roster of Lot Owners.....	20
11.	Parliamentary Rules	20
12.	Amendments	21
12.1	Notice.....	21
12.2	Adoption	21
12.3	Provision	21
12.4	Execution and Recording.....	21
13.	Rules and Regulations.....	22
14.	Construction.....	22
15.	Captions	22
16.	Conflict	22

17.	Indemnification of Officers and Directors.....	22
18.	Suspension of Privileges; Fines	23

**AMENDED AND RESTATED BY-LAWS OF
TOWNPARK MASTER ASSOCIATION, INC.**

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

1. **Identity.** These are the Amended and Restated By-Laws of TOWNPARK MASTER ASSOCIATION, INC. (the "**Master Association**"), a corporation not-for-profit incorporated under the laws of the State of Florida, and organized for the purpose of administering a planned residential community known as "**TownPark**", located in Port St. Lucie, St. Lucie County, Florida.

1.1 **Principal Office.** The principal office of Master Association shall be at 4400 West Sample Road, Coconut Creek, Florida 33073, or at such other place as may be subsequently designated by the Board of Directors from time to time. All books and records of Master Association shall be kept at its principal office.

1.2 **Fiscal Year.** The fiscal year of Master Association shall be the calendar year.

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

2. **Definitions.** For convenience, these Amended and Restated By-Laws shall be referred to as the "**By-Laws**" and the Articles of Incorporation of Master Association as the "**Articles**". The other initially capitalized terms used and not defined in these By-Laws shall have the same definition and meaning as those set forth in that Declaration of Covenants, Restrictions and Easements for TownPark ("**Declaration**"), unless provided to the contrary in these By-Laws, or unless the context otherwise requires. "**Developer**" shall have the same meaning as "**Declarant**" as set forth in the Declaration.

3. **Members.** Each Owner and Developer shall be a member (each a "**Member**" and collectively, the "**Members**") of the Master Association as specified in the Articles and Article 5 of the Declaration. No Person who holds an interest in a Dwelling Unit only as security for performance of an obligation shall be a Member of the Master Association.

3.1 **Classes of Voting Membership.** The Master Association shall have two (2) classes of Members as described in Article 5 of the Declaration, and each with voting rights as described in these By-Laws and Article 5 of the Declaration.

3.2 **Annual Meeting.** The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year. Notwithstanding the foregoing or anything to the contrary in these By-Laws, a Members' meeting must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend such meeting. To the extent possible, the annual meeting shall be held during September, October, November or December. The purpose of the meeting shall be, except as provided to the contrary in these By-Laws, to elect directors and to transact any other business

authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.

3.3 Special Meeting. Special Members' meetings shall be held at such places as provided in these By-Laws for annual meetings, and may be called by the President or by a majority of the Board of Directors. A special meeting must be called by the President or Secretary upon receipt of a written request from twenty percent (20%) of the voting interests of Members of Master Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting and to the extent required by Florida Statutes. Additionally, special Members' meetings may be called upon written application of ten percent (10%) of the Members of Master Association to recall a member or members of the Board of Directors, which special meeting shall be held within thirty (30) days of delivery of such application to the Board.

3.4 Notice of Meeting; Waiver of Notice. Written notice of a meeting of Members stating the time and place and an agenda for which the meeting is called shall be given by or at the direction of the President or Secretary. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

3.4.1 Notice. A copy of the notice shall be mailed or delivered to each Member (through first-class U.S. mail, hand-delivery, fax, or electronic mail to those Members who consent in writing to receive notice by electronic mail) at least fourteen (14) days prior to the meeting and shall be posted in a conspicuous place at TownPark at least forty eight (48) hours preceding the meeting. The posting and making of the notice shall be effected not more than sixty (60) days prior to the date of the meeting. The notice of the annual meeting shall likewise be mailed or delivered to each Member (through first-class U.S. mail, hand delivery, fax, or electronic mail), unless the Member waives in writing the right to receive notice of the annual meeting. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 of these By-Laws. Evidence of compliance with the 14 day notice requirement shall be made by an affidavit by the person providing the notice, which affidavit shall be placed in the official records of the Master Association.

3.4.2 Waiver. Notice of specific meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his/her/its (or his/her/its authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.5 Members' Participation in Meetings. Members shall have the right to participate in meetings of Members with reference to all designated agenda items. Additionally, Members shall have the right to speak for at least three (3) minutes on any item, provided that the Member submits a written request to speak prior to the meeting. The Master Association may adopt reasonable rules governing the frequency, duration and manner of Member statements, which rules must be consistent with this Section 3.5. A Member may record meetings of the Members subject to reasonable rules which may be adopted by the Board.

3.6 Quorum. Until and including the Turnover Date, a quorum shall be established by Class B Member's presence, in person or by proxy, at any meeting. After the Turnover Date, a quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of ten percent (10%) of the total voting interests of Members. As long as there is a Class B Member, no quorum can exist or be attained unless the Class B Member is present or the Class B Member has waived, in writing, its presence. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these By-Laws, the vote(s) of such Member(s) shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

3.7 Voting.

3.7.1 Number of Votes. Except as otherwise provided in these By-Laws, in any meetings of Members, Owners shall be entitled to cast one (1) vote for each Dwelling Unit owned by them. The vote of a Dwelling Unit shall not be divisible. Additionally, the Declarant, so long as it retains its Class B membership, shall have one (1) vote, plus two (2) votes for every vote then held by Owners (as more particularly described in the Declaration). Class A Members shall cast their votes directly as long as the Class B membership exists. Following the termination of the Class B membership, except as otherwise provided in these By-Laws, the voting rights of all Class A Members shall be exercised on their collective behalf by the applicable Delegate as described in Section 4.4.2 of these By-Laws. The collective votes of the Class A Members shall be exercised by the applicable Delegate; provided, however, so long as Declarant or any Builder (as defined in the Master Declaration) is a Class A Member, either shall have the option to cast its vote directly or by and through the applicable Delegate. Unless the Declarant, or any Builder, as a Class A Member, casts its vote directly, a Delegate in the collective exercise of Class A voting rights, shall be entitled to cast the number of votes equal to the number of Dwelling Units owned by its members.

3.7.2 Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Owners" and "majority of the Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required by these By-Laws or by the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

3.7.3 Voting Interests, Members. For the purposes of determining who may exercise the voting interest associated with each Dwelling Unit when Members cast their votes directly (and not through the Delegates), the following rules shall govern:

3.6.3.1 Dwelling Unit Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the voting interest with respect to a Dwelling Unit. In the event the husband and wife cannot agree, neither may exercise the voting interest.

3.6.3.2 Trusts. In the event that any trust owns a Dwelling Unit, Master Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the Dwelling Unit is owned by Robert Smith, as Trustee, Robert Smith may exercise the voting interest associated with such Dwelling Unit. If the Dwelling Unit is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith may exercise the voting interest associated with such Dwelling Unit. If the Dwelling Unit is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones may exercise the voting interest associated with such Dwelling Unit. If the Dwelling Unit is owned by the Jones Family Trust, the Jones Family Trust may not exercise its voting interest unless it presents to Master Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Master Association, the identification of the person who may exercise the voting interest associated with such Dwelling Unit. If Robert Smith and Laura Jones, as Trustees, hold title to a Dwelling Unit, either trustee (but not both) may exercise the voting interest associated with such Dwelling Unit. In the event of a conflict between trustees, the voting interest for the Dwelling Unit in question cannot be exercised. In the event that any other form of trust ownership is presented to Master Association, the decision of the Board as to who may exercise the voting interest with respect to any Dwelling Unit shall be final. Master Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.6.3.3 Corporations and Limited Liability Companies. If a Dwelling Unit is owned by a corporation or limited liability company, the corporation or limited liability company shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the voting interest associated with such Dwelling Unit.

3.6.3.4 Partnerships. If a Dwelling Unit is owned by a limited partnership, any one of the general partners may exercise the voting interest associated with such Dwelling Unit. By way of example, if the general partner of a limited partnership is a corporation, then the provisions of these By-Laws governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Dwelling Unit is owned by a general partnership, any one of the general partners may exercise the voting interest associated with such Dwelling Unit. In the event of a conflict among general partners entitled to exercise a voting interest, the voting interest for such Dwelling Unit cannot be exercised.

3.6.3.5 Multiple Individuals. If a Dwelling Unit is owned by more than one individual, any one of such individuals may exercise the voting interest with respect to such Dwelling Unit. In the event that there is a conflict among such individuals, the voting interest for such Dwelling Unit cannot be exercised.

3.6.3.5 Liability of Master Association. Master Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Master Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions of these By-Laws has been duly authorized to do so. So long as Master Association acts in good faith, Master Association shall have no liability or obligation with respect to the exercise of

voting interests, and no election shall be invalidated (in the absence of fraud) on the basis that Master Association permitted or denied any person the right to exercise a voting interest. In addition, the Board may impose additional requirements respecting the exercise of voting interests (e.g., the execution of a Voting Certificate).

3.8 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it prior to the meeting for which it was given. A proxy shall comply with the provisions of Section 720.306(8) of the Florida Statutes, as amended from time to time, and must be filed in writing, dated and signed by the person authorized to cast the vote for the Dwelling Unit (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be Owners or their spouses, but no person other than a designee of Developer may hold proxies representing more than fifteen percent (15%) of the Dwelling Units entitled to vote at the meeting.

3.9 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.10 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be;

3.9.1 Call to order by President;

3.9.2 Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);

3.9.3 Proof of notice of the meeting or waiver of notice;

3.9.4 Reading of minutes; Reports of officers;

3.9.5 Reports of committees;

3.9.6 Appointment of inspectors of election;

3.9.7 Determination of number of Directors;

3.9.8 Election of Directors;

3.9.9 Unfinished business;

3.9.10 New business;

3.9.11 Adjournment.

3.11 Minutes of Meetings. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives or Board members at any reasonable time. Master Association shall retain these minutes for a period of not less than seven (7) years.

3.12 Delinquent Owners. If any Assessment or other monetary obligation to the Master Association, or any portion thereof imposed against an Owner, other than Developer, remains unpaid for more than ninety (90) days following its due date, such Owner's voting rights in Master Association shall be automatically suspended without a hearing until all past due Assessments and all other sums then due are paid in full, whereupon the voting rights shall be automatically reinstated. A voting interest of an Owner that has been suspended by the Master Association may not be counted towards the total number of voting interests for any purpose including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve any action.

3.13 Action Without a Meeting. Except to the extent prohibited by applicable law, notwithstanding anything in these By-Laws to the contrary, any action which may be taken at any annual or special meeting of Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere set forth in these By-Laws) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership – Prior to the Turnover Date. Prior to the Turnover Date, the affairs of Master Association shall be managed and governed by a Board of three (3) directors except as otherwise provided in Section 4.17.1 relating to the Members' right to elect two (2) additional directors prior to the Turnover Date.

4.2 Membership – After the Turnover Date. From and after the Turnover Date, or such earlier date as determined by Developer in its sole and absolute discretion, the number of directors shall be increased to five (5) directors.

4.3 Eligibility. Except for Directors appointed by Developer, directors must be Owners or the spouse of an Owner, or a shareholder, officer, partner, member, manager, director or trustee of a corporation, company, trust or partnership that is an Owner. The following persons are not eligible for Board membership; provided, however, the validity of any action by

the Board shall not be affected if it is later determined that a Director is not eligible for Board membership.

4.3.1 An Owner or the spouse of an Owner, or a shareholder, officer, partner, member, manager, director or trustee of a corporation, company, trust or partnership that is an Owner who is more than ninety (90) days delinquent in payment of any fee, fine, or monetary obligation to the Master Association is not eligible for Board membership.

4.3.2 A person who has been convicted of a felony in the State of Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, unless such person's civil rights have been restored for at least five (5) years as of the date the person seeks election to the Board, is not eligible for Board membership.

4.4 Election of Directors. The election of directors shall be conducted in the following manner:

4.4.1 Until the Turnover Date, Developer shall have the unrestricted power to appoint all directors of Master Association.

4.4.2 On and after the Turnover Date, each Village shall be represented by an individual (the "Delegate"). The president of each Village Association shall serve as that Village's Delegate. The Delegates shall appoint and/or elect from amongst themselves four (4) directors of the Master Association.

4.4.3 In addition, except as provided in Section 4.17.2 of these By-Laws relating to the Developer's right to appoint one (1) director for so long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Dwelling Units completed or planned in all phases of TownPark, on and after the Turnover Date, the Members shall elect one (1) director by election which shall be conducted in the following manner:

4.4.3.1 Election of the one (1) director shall be held at the annual Members' meeting except as otherwise provided in these By-Laws;

4.4.3.2 Nominations for the one (1) director shall be made from the floor, and a Member or spouse of a Member may nominate himself or herself as a candidate for the Board at the meeting where the election is being held;

4.4.3.3 The election shall be by written ballot (unless dispensed with by majority consent of the votes represented at the meeting) and decided by a plurality of votes cast for each candidate. Votes shall be cast directly by Members, and no Member may cast more than one (1) vote; there shall be no cumulative voting.

4.4.4 On the Turnover Date an election shall be held with each Delegate appointing or electing one (1) director and, except to the extent the Developer has a right to appoint one (1) director as provided in Section 4.17.2 of these By-Laws, the Members appointing or electing one (1) director as described above. Thereafter such appointment and/or election

shall occur at or in conjunction with the annual Members meeting. Directors shall be elected for a term expiring on the date of the next annual meeting.

4.4.5 Any election dispute between a Member and the Master Association must be submitted to mandatory binding arbitration with the Division in accordance with the Florida Statutes and the procedural rules adopted by the Division.

4.5 Vacancies and Removal.

4.5.1 Except as to vacancies resulting from removal of directors by Members, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by majority action of the remaining directors, provided that all vacancies in directorships to which directors were appointed by Developer pursuant to the provisions of Section 4.17.1 of these By-Laws shall be filled by Developer without the necessity of any meeting, and further provided that any vacancy in directorships to which directors were appointed or elected by the Delegates is filled by a Member from the same Village as the Director that was removed or resigned. The conveyance of all Dwelling Units owned by a director (other than Developer appointed directors) in TownPark or cessation of such director's residency in TownPark (other than appointees of the Developer) shall constitute the resignation of such director.

4.5.2 Any director elected by the Delegates or Members may be removed from office with or without cause by the vote or agreement in writing of Delegates holding a majority of the voting interests or by the vote or agreement in writing by a majority of the total voting interests. The vacancy in the Board of Directors created as a result of action by the Delegates shall be filled by the directors or, in the case of a vacancy as a result of the vote or agreement in writing by a majority of the total voting interests, the vacancy shall be filled by the Members at the same meeting.

4.5.3 Until a majority of the directors are elected by the Members other than Developer, neither the first directors of Master Association, nor any directors replacing them, nor any directors named by Developer, shall be subject to removal by Members other than Developer. The first directors and directors replacing them may be removed and replaced by Developer without the necessity of any meeting.

4.5.4 If a vacancy on the Board of Directors results in there being no incumbent directors, any Member may give notice of his/her/its intent to apply to the Circuit Court within whose jurisdiction TownPark lies for the appointment of a receiver to manage the affairs of the Master Association, which notice shall be in the form required by Section 720.3053 of the Florida Statutes, as such section may be renumbered from time to time (the "Notice"). At least thirty (30) days prior to filing a petition seeking receivership, the Member shall (a) provide the Notice to Master Association by certified mail or personal delivery, (b) post the Notice in a conspicuous place in TownPark, and (c) provide the Notice to every Member by certified mail or personal delivery. Notice by mail to a Member shall be sent to the address used by the County property appraiser for notice to the Member. If, within thirty (30) days after the Notice is posted and mailed or delivered, Master Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, each Member shall be given written notice of such appointment by the receiver within 10 days after appointment of the receiver, which

notice shall be sent to the address used by the County property appraiser for notice to the owner of the property. If a receiver is appointed, Master Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until Master Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws, and the court relieves the receiver of the appointment.

4.6 Term. Except as provided to the contrary in these By-Laws, the term of each director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.7 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board of Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of Directors of the organizational meeting shall be necessary.

4.8 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notwithstanding the foregoing or anything to the contrary in these By-Laws, a meeting of the Board as well as meetings of any committee or similar body when a final decision will be made regarding the expenditure of Master Association funds and/or meeting of the Architectural Review Committee must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend such meeting. Notice of regular meetings shall be given to each director, personally or by mail, telephone, fax or electronic mail (if the director consents in writing to receive notice by electronic mail), and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board as well as meetings of any committee or similar body when a final decision will be made regarding the expenditure of Master Association funds and/or meetings of the Architectural Review Committee shall be open to all Members (except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be covered by the attorney-client privilege and meetings between the Board or any committee and the Master Association's attorney held for the purpose of discussing personnel matters) and notice of such meetings shall be posted conspicuously in TownPark at least forty-eight (48) hours in advance for the attention of the Members of Master Association, except in the event of an emergency, provided that Owners shall not be permitted to participate, and need not be recognized at any such meeting, except as otherwise required by applicable law.

4.9 Special Meetings. Special meetings of the directors may be called by the President, and must be called by the President or Secretary at the written request of at least 60% of the directors. Notice of the meeting shall be given personally by mail, telephone, fax or electronic mail (if the director consents to receive notice by electronic mail), which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Members (except for meetings between the Board 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 and meetings with the Master Association's attorney held for the purpose of discussing personnel matters) and notice of a special meeting shall be posted conspicuously in the Property at least forty-eight (48) hours in advance for the attention of the Members of Master Association, except in the event of an emergency, provided that Owners shall not be permitted to participate, and need not be recognized, at any such meeting except as otherwise required by applicable law.

4.10 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by such director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.11 Quorum. A quorum at directors' meetings shall consist of a majority of the then incumbent directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these By-Laws.

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

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

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

- 4.14.1 Proof of due notice of meeting;
- 4.14.2 Reading and disposal of any unapproved minutes;
- 4.14.3 Reports of officers and committees;
- 4.14.4 Election of officers;
- 4.14.5 Unfinished business
- 4.14.6 New business;
- 4.14.7 Adjournment.

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

4.15 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members, or their authorized representatives, and

Board members at any reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes. Master Association shall retain these minutes for a period of not less than seven (7) years.

4.16 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Master Association during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Operating Expenses required for the affairs of the Master Association, (b) to determine the Assessments payable by the Owners to meet the Operating Costs of any Master Association, (c) to adopt or amend any rules and regulations covering the details of the operation and use of TownPark, or (d) to exercise any of the powers set forth in Sections 5.8 and 5.17 below.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable. Notwithstanding the foregoing, members of a committee may not simultaneously serve on more than one (1) committee, nor may (a) Persons living together in a Dwelling Unit, (b) partners, or (c) the spouse, parent, child brother, sister or other family member of a person appointed to a committee serve on the same committee or any other committee at the same time.

4.17 Developer Control of Board; Turnover.

4.17.1 So long as there exists a Class B membership, as set forth in Section 5.4 of the Declaration, wherein the Developer retains voting control of the Master Association, the Developer shall have the absolute right to appoint and replace all directors and officers of Master Association; subject, however, to the following: When Members other than the Developer own fifty percent (50%) or more of the Dwelling Units in TownPark obligated to pay Assessments to the Master Association pursuant to Section 6.1 of the Declaration, the Members other than Developer shall be entitled to elect, at a meeting of the Members, two (2) additional directors to the Board, resulting in a total of five (5) directors.

4.17.2 The Developer shall turn over control of Master Association to Members other than the Developer upon the Turnover Date (hereinafter defined) by causing all of its appointed directors to resign, whereupon it shall be the affirmative obligation of the Delegates and Owners other than the Developer to elect directors and assume control of the Master Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Members, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Developer refuse or fail to assume control. Control of the Master Association shall be deemed "turned over" upon the first to occur of the following: (i) January 1, 2030; or (ii) the date on which Developer ceases to own any portion of TownPark; or (iii) the date upon which all Developer-appointed directors resign; or (iv) such earlier time as may be required by law (the "Turnover Date"). Notwithstanding the foregoing, Developer shall remain entitled to elect at least one (1) member of the Board as long as the Developer holds for sale in the ordinary course

of business at least five percent (5%) of the parcels or Dwelling Units completed or planned in all phases of TownPark. Upon the Turnover Date, Developer shall retain all voting rights incident to its ownership of Dwelling Units.

4.17.3 Within a reasonable time after control of the Master Association is turned over to Owners other than the Developer (but not more than ninety (90) days after such event), the Developer shall deliver to Master Association all property of the Owners and of Master Association held or controlled by the Developer.

4.18 Voting at Board and Committee Meetings. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This Section also applies to the meetings of any committee, including the ARC.

4.19 Action Without Meeting. Except to the extent prohibited by law, the Board of Directors shall have the right to take any action without a meeting by obtaining the written approval of the required number of directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the management and administration of the affairs of the Master Association and may take all acts, through the proper officers of the Master Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Members. Such powers and duties of the Board of Directors shall include, those powers provided in the Declaration, Articles, Chapters 617 and 720 of the Florida Statutes, as well as, without limitation (except as limited elsewhere in these By-Laws), the following:

5.1 Operating and maintaining the Master Common Areas and other property owned by Master Association.

5.2 Determining the expenses required for the operation of Master Association.

5.3 Collecting the Assessments for Operating Costs of Master Association from Owners.

5.4 Collecting Special Assessments from Owners.

5.5 Employing and dismissing the personnel necessary for the maintenance and operation of the Master Common Areas and other property owned by Master Association, and any other property Master Association is charged with maintaining by any governmental authority.

5.6 Adopting, amending and enforcing rules and regulations concerning the details of the operation and use of TownPark and any property owned by Master Association, subject to a right of the Members to overrule the Board as provided in these By-Laws.

5.7 Maintaining bank accounts on behalf of Master Association and designating the signatories required therefor.

5.8 Purchasing, leasing or otherwise acquiring Dwelling Unit or other property in the name of Master Association, or its designee.

5.9 Purchasing Dwelling Unit at foreclosure or other judicial sales, in the name of Master Association, or its designee.

5.10 Selling, leasing, mortgaging or otherwise dealing with Dwelling Unit acquired by the Master Association, or its designee.

5.11 Settling or compromising claims of or against Master Association in which all Owners have a common interest.

5.12 Organizing corporations and appointing persons to act as designees of the Master Association in acquiring title to or leasing Dwelling Units or other property.

5.13 Obtaining, maintaining and reviewing insurance for TownPark and other property owned by Master Association.

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

5.15 Enforcing obligations of the Owners, allocating profits and expenses, and taking such other actions as shall be deemed necessary and proper for the sound management of TownPark.

5.16 Levying fines against appropriate Owners for violations of the rules and regulations established by Master Association to govern the conduct of such Owners.

5.17 Borrowing money on behalf of the Master Association required in connection with the operation, care, upkeep, and maintenance of the Master Common Areas or the acquisition of property, and granting mortgages on and/or security interests in Master Association Property; provided, however, that the consent of the Owners of a least two-thirds (2/3) of the Dwelling Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum in excess of \$100,000.00. Notwithstanding the foregoing, the Board shall have the power without such Owners' consent to borrow, as may be necessary, in a sum not to exceed \$500,000.00 to restore the Improvements on Master Common Areas from damage or destruction where a shortfall of insurance proceeds necessitates such expenditures. Any loan obtained for the purpose of such restoration must be for a term of less than 1 year. If any sum borrowed by the Board of Directors on behalf of Master Association pursuant to the authority contained in this Section 5.17 is not repaid by Master Association, an Owner who pays to the creditor such portion thereof as his interest in the property owned by Master Association bears to the interest of all the Owners in the property owned by Master Association shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Dwelling Unit. The Master Association shall take no action authorized in this Section without the prior written consent of the Developer as long as the Developer owns any Dwelling Unit.

5.18 Contracting for the management and maintenance of the Master Common Areas or other property owned by the Master Association, including contracts with the Tradition Community Development District No. 1, the Tradition Community Developer District No. 6, Village Associations, the Tradition Community Association, Inc., and a management company and authorizing a management agent or management company (who may be an affiliate of the Developer) to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, Special Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Master Common Areas or other Master Association property with funds as shall be made available by Master Association for such purposes. Master Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, Special Assessments, promulgation of rules and execution of contracts on behalf of the Master Association.

5.19 At its discretion, authorizing use of portions of the Common Areas or other property owned by the Master Association for special events and gatherings and imposing reasonable charges therefor.

5.20 Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these By-Laws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not-for-profit, including the powers set forth in Chapters 617 and 720 of the Florida Statutes.

5.21 Contracting with and creating special taxing districts.

5.22 Contracting with one or more cable television operators, or other providers of telecommunications services, to provide cable television or telecommunications services on a bulk rate or other basis to Owners, the cost of which shall be part of Operating Costs of the Master Association.

5.23 Contracting with an independent contractor, who may be an affiliate of the Developer, for the installation, operation, management and maintenance of a food and beverage service operation.

5.24 Exercising the power to sue and defend any suit.

5.25 Exercising the emergency powers provided in Section 720.316 of the Florida Statutes.

5.25 Contracts. All contracts as further described herein or any contract that is not to be fully performed within one (1) year after the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Master Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease or renting of materials or equipment, or for the provision of services, requires payment by the Master Association that exceeds 10 percent of the total annual budget of the Master Association, including reserves, the Master Association shall obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Master Association to accept the lowest bid. Notwithstanding the foregoing, contracts with

employees of the Master Association, and contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services are not subject to the provisions of this section. Nothing contained herein; (a) is intended to limit the ability of the Master Association to obtain needed products and services in an emergency; (b) shall apply if the business entity with which the Master Association desires to contract is the only source of supply within the county serving the Master Association; (c) shall excuse a party contracting to provide maintenance or management services from compliance with Florida Statutes §720.309.

6. Officers.

6.1 Executive Officers. The executive officers of the Master Association shall be a President, Vice-President, a Treasurer and a Secretary (none of whom need be directors), all of whom shall be elected by the Board of Directors and who may be removed for any reason (with or without cause) at any meeting at which a quorum of directors is attained by concurrence of a majority of all of the present directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Master Association. Except for officers appointed by the Board when controlled by the Developer, officers shall be Owners within TownPark or the spouse of an Owner, or a shareholder, officer, partner, member, manager, director or trustee of a corporation, company, trust or partnership that is an Owner.

6.2 President. The President shall be the chief executive officer of the Master Association. He or she shall have all of the powers and duties that are usually vested in the office of the president of an association.

6.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He or she shall attend to the giving of all notices to the Members and directors and other notices required by law. He or she shall have custody of the seal of Master Association and shall affix it to instruments requiring the seal when duly signed. He or she shall keep the records of the Master Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of Master Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Master Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All

monies and other valuable effects shall be kept for the benefit of Master Association in such depositories as may be designated by a majority of the Board of Directors.

6.6 Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.17.1 of these By-Laws and by applicable law.

7. Compensation. Neither directors nor officers shall receive compensation for their services as directors or officers.

8. Resignations. Any director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Dwelling Units owned by any director or officer or cessation of such director's or officer's residency in TownPark (other than appointees of the Developer or other directors or officers who are not Members) shall constitute a written resignation of such director or officer.

9. Fiscal Management. The provisions for fiscal management of Master Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

9.1.1 Adoption by Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Master Association, determine the amount of Assessments payable by the Members to meet the expenses of Master Association, and allocate and assess such expenses among the Members in accordance with the provisions of the Declaration. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Master Association, the Developer, or another person. In addition to annual Operating Costs, the budget may include reserve accounts for capital expenditures and deferred maintenance for which Master Association is responsible, provided however, that such reserves shall be determined, maintained and waived in accordance with Chapter 720 of the Florida Statutes. Master Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member within ten (10) business days after receipt of a written request from the Member.

The adoption of a budget for the Master Association by the Board shall comply with the requirements set forth below:

9.1.1.1 Notice of Meeting. A copy of the proposed budget shall be mailed to each Member not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to all of the Members, provided that such Members shall not have the right to participate, and need not be recognized, at such meeting except as otherwise required by applicable law.

9.1.1.2 Special Membership Meeting. If a budget is adopted by the Board which requires Assessments against Members in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Members, a special meeting of the Members shall be held within thirty (30) days of delivery of such application to the Board. Each Member shall be given at least ten (10) days' notice of such meeting. At the special meeting, Members shall consider and adopt a budget. The adoption of such budget shall require a majority of votes which are present at such meeting (in person or by proxy) at which a quorum is attained.

9.1.1.3 Determination of Budget Amount. In determining whether a budget requires Assessments against Members in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board in respect of repair or replacement of the Master Common Areas or in respect of anticipated expenses of Master Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Master Common Areas and all Special Assessments including Individual Assessments against specific Member(s).

9.1.1.4 Proviso. Anything herein to the contrary notwithstanding, prior to the date on which the Developer turns over control of the Master Association, the budget may be set by the Board without holding any meeting, giving notice thereof, or being subject to the 115% limitation set forth in the Subsection 9.1.1.2 above

9.1.2 Adoption by Membership. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Section 9.1.1 above, the Board may call a special meeting of Members for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in Section 9.1.1.2. If such budget is adopted by a majority of the votes by the Members present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year.

9.2 Assessments. Assessments against the Members for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible at least ten (10) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter (or other period at the election of the Board) of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and quarterly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment.

9.3 Individual Assessments. Charges by the Master Association against less than all Members for other than routine Operating Expenses, shall be payable in advance. These charges may be collected by Individual Assessments. Individual Assessments may be made only when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions or the Master Common Areas or other Master Association property, maintenance

services furnished at the expense of a Member, other services furnished for the benefit of a Member and fines and damages and other sums due from such Member.

9.4 Special Assessments. In the event the annual Assessment proves to be insufficient, the Board may adopt a Special Assessment to cover any shortfall in the manner otherwise set forth for the adoption of regular annual Assessments and as further provided in the Declaration. Special Assessments shall be made in the manner and for the purposes otherwise provided in the Declaration. Prior to the Turnover Date, the Board controlled by the Developer may not levy a Special Assessment unless a majority of the Owners other than the Developer approve the Special Assessment by a majority vote at a duly called special meeting of Members at which a quorum is present.

9.5 Depository. The depository of the Master Association shall be such bank(s), savings bank(s), savings and loan association(s), or similar lending institution(s) in the State of Florida as shall be designated from time to time by the Board and in which the monies of Master Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Board. All sums collected by the Master Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.

9.6 Acceleration of Assessment Installments upon Default. If a Member shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the annual Assessment upon written notice to such Owner as provided in the Declaration.

9.7 Fidelity Bonds. Fidelity bonds may be required by the Board for all persons handling or responsible for Master Association funds in such amount as shall be determined by a majority of the Board.

9.8 Accounting Records and Financial Reports.

9.8.1 Accounting Records. Master Association shall maintain accounting records in the State of Florida, according to practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Members or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, (b) an account for each Dwelling Unit designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account, the dates so paid, and the balance due, (c) all tax returns, financial statements and financial reports of Master Association, and (d) any other reports that identify, measure, record or communicate financial information. All financial and accounting records must be maintained for a period of at least seven (7) years.

9.8.2 Financial Records. Within ninety (90) days following the end of the fiscal year, the Master Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-

one (21) days after the final financial report is completed by the Master Association or received from the third party, but not later than 120 days after the end of the fiscal year, the Master Association shall provide each Member (and to any Lender that has made a written request) with a copy of the annual financial report or written notice that a copy of the financial report is available upon request at no charge to the Member, which copy must be provided within ten (10) business days after receipt of such written request. In addition, the Master Association shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles as adopted by the Florida Board of Accountancy, or a report of cash receipts and expenditures as required and pursuant to Section 720.303(7) of the Florida Statutes.

9.9 Other Official Records. In addition to the financial reports, financial statements, and accounting records indicated in Section 9.8, and the minutes of the Board and Member meetings, the Master Association shall maintain each of the following items, when applicable, which constitute official records of the Master Association:

9.9.1 Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Master Common Areas or other property that Master Association is obligated to maintain, repair, or replace.

9.9.2 A copy of the By-laws of the Master Association and of each amendment to the By-laws.

9.9.3 A copy of the Articles of Master Association and of each amendment thereto.

9.9.4 A copy of the Declaration and a copy of each amendment thereto.

9.9.5 A copy of the current Rules of Master Association.

9.9.6 A current roster of all Members and their mailing addresses and Dwelling Unit identifications.

9.9.7 The electronic mail addresses designated by Owners for receiving notice by electronic transmission for those Owners consenting to receipt of notice by electronic mail; provided however, the electronic mail addresses provided by Owners shall be removed from the official records when consent to receive notice by electronic mail is revoked.

9.9.8 All of Master Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.

9.9.9 A current copy of all contracts to which Master Association is a party, including, without limitation, any management agreement, lease, or other contract under which Master Association has any obligation or responsibility. Bids received by Master Association for work to be performed must also be considered official records and must be kept for a period of 1 year.

9.9.10 All other written records of the Master Association not specifically enumerated above which are related to the operation of the Master Association.

9.10 Inspection and Copying. The official records shall be maintained within the state and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. Notwithstanding the foregoing, the following records shall not be available or accessible to Members:

9.10.1 Any record protected by the attorney client privilege or work product privilege;

9.10.2 Information obtained by the Master Association in connection with the approval of the lease, sale or other transfer of a Dwelling Unit;

9.10.3 Disciplinary, health, insurance and personnel records of the Master Association's employees;

9.10.4 Medical records of Dwelling Unit Owners or residents in the TownPark.

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

9.12 Notice of Meetings. Notice of any meeting where Assessments against Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.

9.13 Developer Exemption From Assessments for Lawsuits. Neither the Developer nor its Affiliates shall be liable for the payment of any Assessments applicable to Dwelling Units they own which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Developer or its affiliates.

10. Roster of Lot Owners. Master Association shall maintain current information regarding the title holders of all Dwelling Units. Such information shall be obtained by engaging the services of a qualified title company, or if the Board so elects, by requiring each Owner to file with the Master Association a copy of the deed or other document showing his ownership. Master Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein. Only Dwelling Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Master Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.

12. Amendments. Except as otherwise provided in the Declaration, these By-Laws may be amended in the following manner:

12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered. During the time that the Developer controls the Master Association, the Board may amend these By-Laws, or any Rules, without a meeting as long as the requisite consent to the amendment is obtained. The meeting requirements set forth in sections 4.8 and 4.9 do not apply to such amendments.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the Members of the Master Association. Directors who are absent from the Board meeting and Members not present in person or by limited proxy at the Members' meeting considering the amendment, may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

12.2.1 at any time, by not less than a majority of the votes of all Members of Master Association represented at a meeting at which a quorum has been attained and by not less than 60% of the entire Board of Directors; or

12.2.2 after control of Master Association is turned over to Owners other than the Developer, by not less than 80% of the votes of the Members of Master Association represented at a meeting at which a quorum has been attained; or

12.2.3 after control of Master Association is turned over to Owners other than the Developer, by not less than 100% of the entire Board of Directors; or

12.2.4 before control of Master Association is turned over to Owners other than the Developer, by not less than 60% of the entire Board of Directors.

12.3 Provision. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Dwelling Units without the written consent of such Developer or mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of Master Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of St. Lucie County, Florida. Within thirty (30) days after recording an amendment, the Master Association shall provide a copy of the amendment to all Members; provided, however, if a copy of the proposed amendment was previously provided to Members and the proposed amendment is not changed, the Master Association, in lieu of providing a copy of the amendment to all Members, may provide notice to the Members that the amendment was adopted and identifying the Official

Records book and page number or instrument number of the recorded amendment and indicating that a copy of the amendment is available at no charge to the Member upon written request to the Master Association.

13. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to the Rules concerning the use and operation of TownPark, except that subsequent to the date control of the Board is turned over by the Developer to Owners other than the Developer, Owners of a majority of the Dwelling Units represented at a meeting at which a quorum is present may overrule the Board with respect to the adoption or modifications of any Rules. Copies of such Rules shall be furnished by the Board to each affected Owner not less than thirty (30) days prior to the effective date thereof. At no time may any Rule be adopted which would prejudice the rights reserved to the Developer or Lenders. Notwithstanding anything to the contrary, Developer may adopt and/or modify Rules prior to the Turnover Date without a meeting.

14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion of these By-Laws shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.

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

16. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these By-Laws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these By-Laws subordinate.

17. Indemnification of Officers and Directors. Subject to the further provisions of this Section, Master Association shall indemnify and hold harmless all officers and directors, and members of any committee appointed by the Board, past or incumbent, from and against all costs, claims, damages, reasonable expenses and liabilities of any kind whatsoever, including reasonable attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether Master Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of Master Association or its Members generally and such court further specifically determines that indemnification should be denied. The provisions of this Section may not be amended to terminate the effect hereof as to any persons who became officers or directors while this Section was effective.

18. Suspension of Privileges; Fines. The Master Association may suspend the rights of an Owner and an Owner's tenants, licensees, guests, invitees, and/or occupants, or both, to use the Master Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, licensee, guest, invitee, or occupant for failure to comply with any provision of the Declaration, these By-Laws, the Articles, any rules and regulations of the Master Association, the Village Standards, or any other Master Association Documents. In addition, the Master Association may suspend the rights of an Owner and an Owner's tenants, licensees, guests, invitees, and/or occupants to use the Common Areas if the Owner is more than ninety (90) days delinquent in paying any monetary obligation to the Master Association.

18.1 A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

18.2 A fine or suspension, other than a suspension as a result of being more than ninety (90) days delinquent in payment of a monetary obligation to the Master Association, may not be imposed without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of Master Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, licensee, guest, invitee or occupant and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If a fine or suspension is imposed, the Master Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant, licensee, guest, invitee or occupant.

18.3 Suspension of use rights as a result of an Owner being more than ninety (90) days delinquent in payment of a monetary obligation to the Master Association may only be for the period of time until such monetary obligation is paid. The Master Association's authority to suspend rights to use the Master Common Areas as a result of being more than ninety (90) days delinquent in payment of a monetary obligation to the Master Association does not apply to the portion of the Master Common Areas that must be used for access to a Dwelling Unit or necessary utility service to a Dwelling Unit. Notwithstanding anything to the contrary in these By-Laws or other Master Association Documents, the notice and hearing requirements contained in Section 18.2 above do not apply to a suspension of use rights as a result of being more than ninety (90) days delinquent in payment of a monetary obligation to the Master Association. However, suspension of use rights and voting rights as a result of being more than ninety (90) days delinquent in payment of any monetary obligation to the Master Association must be approved at a properly noticed meeting of the Board and, upon approval, the Master Association must notify the affected Owner and, if applicable, the affected Owner's occupant(s), licensee(s), tenant(s) and invitee(s) by mail or hand delivery.

18.4 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall

be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

18.5 The Violations Committee may impose a fine against the Member in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Fines shall be paid not later than five (5) days after notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board.

18.6 The Board may suspend, without notice or hearing, the voting rights of an Owner who is delinquent in Assessments or other monetary obligation to the Master Association for more than ninety (90) days. The Board may also suspend the Owner's right to use the Common Areas because of the Owner's failure to pay Assessments when due as provided in these By-Laws, in the Declaration, and in Chapter 720 of the Florida Statutes.

18.7 Notwithstanding the foregoing, the Master Association and/or Violations Committee shall not have the right to impose any fine against Developer.

EXHIBIT 4

CDD DISCLOSURE

IF YOU PURCHASE A HOME IN LAKEPARK, YOU WILL BE LIVING IN A SPECIAL TAXING DISTRICT KNOWN AS THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 6 (THE “DISTRICT”) AND WILL BE SUBJECT TO ADDITIONAL COSTS. SPECIAL ASSESSMENT BONDS WILL BE ISSUED BY THE DISTRICT TO FINANCE CERTAIN NEIGHBORHOOD WIDE INFRASTRUCTURE. SUCH BONDS WILL BE PAYABLE BY SPECIAL ASSESSMENTS LEVIED AGAINST ALL HOMES IN THIS NEIGHBORHOOD. THESE SPECIAL ASSESSMENTS WILL APPEAR ON YOUR TAX BILL EACH YEAR FOR NOT MORE THAN THIRTY (30) YEARS FROM THE FIRST INSTALLMENT AS A NON-AD VALOREM ASSESSMENT. THESE SPECIAL ASSESSMENTS WILL BE IN ADDITION TO OTHER PROPERTY TAXES AND ASSESSMENTS. THE ANNUAL SPECIAL ASSESSMENTS LEVIED ON EACH HOME TO PAY DEBT SERVICE ON SUCH BONDS IS ESTIMATED TO BE \$715.96 PER YEAR (\$59.67 EACH MONTH). UNDER CERTAIN CIRCUMSTANCES, YOU MAY PREPAY YOUR ASSESSMENTS. YOU MAY CONTACT FISHKIND & ASSOCIATES, INC., THE DISTRICT MANAGER, AT (772) 345-5101 FOR MORE INFORMATION REGARDING THESE SPECIAL ASSESSMENTS, YOUR PREPAYMENT RIGHTS AND A GOOD FAITH ESTIMATE OF THE ANNUAL OPERATION AND MAINTENANCE ASSESSMENTS THAT THE DISTRICT MAY ALSO LEVY.

EXHIBIT 5

PERMIT



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 56-01569-P-02
DATE ISSUED: January 27, 2015**

PERMITTEE: MINTO TOWNPARK L L C
4400 W SAMPLE ROAD SUITE 200
COCONUT CREEK, FL 33073

PROJECT DESCRIPTION: Construction and operation of a surface water management system to serve a 187.58-acre project known as Lake Park at Tradition.

PROJECT LOCATION: ST LUCIE COUNTY, SEC 16,17 TWP 37S RGE 39E

PERMIT DURATION: See Special Condition No:1.

This is to notify you of the District's agency action for Permit Application No. 141215-4, dated December 15, 2014. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statutes (F.S).

Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 18 General Conditions (See Pages : 2 - 4 of 6),
3. the attached 9 Special Conditions (See Pages : 5 - 6 of 6) and
4. the attached 2 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 27th day of January, 2015, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

BY: Anita H. Bain

Anita Bain
Bureau Chief - Environmental Resource Permitting
Martin / St Lucie Regulatory Office

ORDINANCE 14-47

AN ORDINANCE PROVIDING FOR THE ELEVENTH AMENDMENT OF THE MASTER PLANNED UNIT DEVELOPMENT DOCUMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR TRADITION LOCATED IN A MASTER PLANNED UNIT DEVELOPMENT DISTRICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Ordinance 03-151, City of Port St. Lucie, the City of Port St. Lucie City Council rezoned the Tradition property to a Master Planned Unit Development (MPUD) zoning district and approved a MPUD document and conceptual development plan; and

WHEREAS, on July 23, 2004, the City of Port St. Lucie administratively approved an amendment to the MPUD document and conceptual development plan for Tradition; and

WHEREAS, on April 27, 2005, the City of Port St. Lucie administratively approved the second amendment to the MPUD document and conceptual development plan for Tradition; and

WHEREAS, by Ordinance 05-124, City of Port St. Lucie, the City of Port St. Lucie City Council approved the third amendment to the MPUD document and conceptual development plan for Tradition; and

WHEREAS, by Ordinance 06-54, City of Port St. Lucie, the City of Port St. Lucie City Council approved the fourth amendment to the MPUD document and conceptual development plan for Tradition; and

WHEREAS, on November 22, 2006, the City of Port St. Lucie administratively approved the fifth amendment to the MPUD document and conceptual development plan for Tradition; and

WHEREAS, by Ordinance 07-108, City of Port St. Lucie, the City of Port St. Lucie City Council approved the sixth amendment to the MPUD document and conceptual development plan for Tradition; and