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**DECLARATION  
 FOR  
 ESTATES AT THE STRAND AT INDIAN RIVER SHORES**

**TABLE OF CONTENTS**

	Page
1. Recitals .....	1
2. Definitions .....	1
3. Plan of Development .....	4
3.1 General .....	4
3.2 Association's Obligation to Cooperate .....	4
4. Amendment .....	4
4.1 General Restrictions on Amendments .....	4
4.2 No Vested Rights .....	4
4.3 Amendments Prior to and Including the Turnover Date .....	5
4.4 Amendments After the Turnover Date .....	5
5. Annexation and Withdrawal .....	5
5.1 Annexation by Developer .....	5
5.2 Annexation by Association .....	5
5.3 Withdrawal .....	5
6. Dissolution .....	5
6.1 Generally .....	5
6.2 Applicability of Declaration after Dissolution .....	5
7. Binding Effect and Membership .....	6
7.1 Term .....	6
7.2 Transfer .....	6
7.3 Membership .....	6
7.4 Ownership by Entity .....	6
7.5 Voting Interests .....	6
7.6 Document Recordation by Owners Prohibited .....	6
7.7 Composition of Board .....	6
7.8 Conflicts .....	6
8. Paramount Right of Developer .....	6
9. Operation of Common Areas .....	7
9.1 Prior to Conveyance .....	7
9.2 Construction of Common Areas Facilities .....	7
9.3 Use of Common Areas by Developer .....	7
9.4 Conveyance .....	7
9.4.1 Generally .....	7
9.4.2 Form of Deed .....	7
9.5 Operation After Conveyance .....	8
9.6 Paved Common Areas .....	8
9.7 Delegation and Managers .....	8
9.8 Use .....	8
9.8.1 General Public Use .....	8
9.8.2 Right to Allow Use .....	8
9.8.3 Marina .....	8
9.8.4 Waterbodies .....	9
9.8.5 Obstruction of Common Areas .....	9
9.8.6 Assumption of Risk .....	9
9.8.7 Owner's Obligation to Indemnify .....	9
9.9 Rules and Regulations .....	9

9.9.1	Generally .....	9
9.9.2	Developer Not Subject to Rules and Regulations .....	9
9.10	Public Facilities .....	10
9.11	Default by Another Owner .....	10
9.12	Special Taxing Districts .....	10
9.13	Water Transmission and Distribution Facilities Easement and Repair .....	10
9.14	Association's Obligation to Indemnify .....	10
9.15	Site Plans and Plats .....	11
10.	Maintenance by Association .....	11
10.1	Common Areas .....	11
10.2	Drainage .....	11
10.3	Canvas Canopies .....	11
10.4	Lawn Maintenance .....	11
10.5	Irrigation and Sprinkler Systems .....	11
10.6	Perimeter Walls .....	11
10.7	Public Roads and Other Areas .....	11
10.8	Private Roads .....	11
10.9	Surface Water Management System .....	12
10.9.1	Duty to Maintain .....	12
10.9.2	Amendments to Association Documents .....	12
10.9.3	Wetland Conservation Areas .....	12
10.9.4	Use Restrictions for Wetland Conservation Areas .....	12
10.10	Adjoining Areas .....	12
10.11	Negligence .....	12
10.12	Right of Entry .....	13
10.13	Maintenance of Property Owned by Others .....	13
11.	Maintenance by Owners .....	13
11.1	Lawn Maintenance Standards .....	13
11.1.1	Trees .....	13
11.1.2	Shrubs .....	13
11.1.3	Grass .....	13
11.1.4	Mulch .....	13
11.1.5	Insect Control and Disease .....	13
11.1.6	Fertilization .....	13
11.1.7	Irrigation .....	13
11.1.8	Post Lights .....	13
11.1.9	Weeding .....	14
11.1.10	Trash Removal .....	14
11.1.11	Right of Association to Enforce .....	14
11.2	Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting .....	14
11.2.5	Lake Slopes .....	14
11.2.6	Weeds and Refuse .....	14
11.2.7	Driveway and Sidewalk Repair .....	14
11.3	Paint .....	15
12.	Use Restrictions .....	15
12.1	Alterations and Additions .....	15
12.2	Animals .....	15
12.3	Artificial Vegetation .....	15
12.4	Cars and Trucks .....	15
12.4.1	Parking .....	15
12.4.2	Repairs and Maintenance of Vehicles .....	15
12.4.3	Prohibited Vehicles .....	15
12.4.4	Rules Regarding Boat and Boat Trailer Storage .....	16
12.5	Casualty Destruction to Improvements .....	16
12.6	Commercial Activity .....	16
12.7	Completion and Sale of Homes .....	16
12.8	Control of Contractors .....	16
12.9	Cooking .....	16
12.10	Decorations .....	16
12.11	Disputes as to Use .....	16
12.12	Drainage System .....	16
12.13	Easement for Unintentional and Non-Negligent Encroachments .....	17
12.14	Extended Vacation and Absences .....	17
12.15	Fences, Walls and Screens .....	17
12.16	Fuel Storage .....	17
12.17	Garages .....	17
12.18	Garbage Cans .....	17
12.19	General Use Restrictions .....	17
12.20	Hurricane Shutters .....	17
12.21	Irrigation .....	17
12.22	Laundry .....	18
12.23	Lawful Use .....	18

12.24	Leases.....	18
12.25	Maintenance by Owners.....	18
	12.25.1 Standard of Maintenance .....	18
	12.25.2 Enclosed Common Area .....	19
12.26	Minor's Use of Facilities.....	19
12.27	Nuisances .....	19
12.28	Oil and Mining Operations.....	19
12.29	Personal Property .....	19
12.30	Pools.....	19
12.31	Removal of Soil and Additional Landscaping .....	19
12.32	Roofs, Driveways and Pressure Treatment .....	19
12.33	Satellite Dishes and Antennas .....	19
12.34	Screened Enclosures .....	19
12.35	Signs and Flags .....	19
12.36	Solar Equipment. ....	20
12.37	Sports Equipment.....	20
12.38	Storage .....	20
12.39	Subdivision and Regulation of Land.....	20
12.40	Substances.....	20
12.41	Swimming, Fishing, Boating, Docks and Wildlife .....	20
12.42	Use of Homes.....	20
12.43	Visibility on Corners .....	20
12.44	Water Intrusion .....	20
12.45	Wells.....	21
12.46	Wetlands and Mitigation Areas.....	21
12.47	Windows or Wall Units.....	21
12.48	Window Treatments.....	21
12.49	Workers. ....	21
13.	Easement for Unintentional and Non-Negligent Encroachments.....	21
14.	Requirement to Maintain Insurance .....	21
14.1	Association.....	21
	14.1.1 Flood Insurance .....	21
	14.1.2 Liability, Property Damage, Hazard Insurance.....	21
	14.1.3 Directors and Officers Liability Insurance.....	21
	14.1.4 Other Insurance.....	21
	14.1.5 Developer.....	21
14.2	Homes.....	21
	14.2.1 Requirement to Maintain Insurance.....	21
	14.2.2 Requirement to Reconstruct or Demolish.....	21
	14.2.3 Standard of Work.....	22
	14.2.4 Additional Rights of Association.....	22
	14.2.5 Rights of County.....	22
	14.2.6 Association Has No Liability.....	22
14.3	Fidelity Bonds.....	22
14.4	Association as Agent.....	22
14.5	Casualty to Common Areas .....	22
14.6	Nature of Reconstruction .....	22
14.7	Additional Insured.....	22
14.8	Cost of Insurance .....	22
15.	Property Rights.....	23
15.1	Owners' Easement of Enjoyment.....	23
15.2	Ingress and Egress.....	23
15.3	Development Easement.....	23
15.4	Public Easements .....	24
15.5	Delegation of Use.....	24
15.6	Easement for Encroachments.....	24
15.7	Permits, Licenses and Easements.....	24
15.8	Support Easement and Maintenance Easement.....	24
15.9	Drainage.....	24
15.10	Easement in favor of Association.....	24
15.11	Duration .....	24
16.	Assessments.....	24
16.1	Types of Assessments .....	24
16.2	Purpose of Assessments .....	25
16.3	Designation .....	25
16.4	Allocation of Operating Costs.....	25
16.5	General Assessments Allocation.....	26
16.6	Use Fees and Individual Assessment .....	26
16.7	Commencement of First Assessment .....	26
16.8	Deficit Funding, Shortfalls and Surpluses.....	26

16.9	Budget.....	26
16.10	Establishment of Assessments .....	27
16.11	Resale Contribution.....	27
16.12	Assessment Estoppel Certificates .....	27
16.13	Payment of Home Real Estate Taxes .....	27
16.14	Creation of the Lien and Personal Obligation .....	27
16.15	Subordination of Lien to Mortgages .....	27
16.16	Survival of the Association's Lien .....	28
16.17	Acceleration .....	28
16.18	Non-Payment of Assessments.....	28
16.19	Exemption .....	28
16.20	Collection by Developer .....	29
16.21	Collection of Master Assessments by Association.....	29
16.22	Rights to Pay Assessments and Receive Reimbursement .....	29
16.23	Mortgagee Right .....	29
17.	Information to Lenders and Owners.....	29
17.1	Availability .....	29
17.2	Copying.....	29
17.3	Notice.....	29
18.	Architectural Control.....	30
18.1	Architectural Control Committee.....	30
18.2	Membership .....	30
18.3	General Plan.....	30
18.4	Master Plan .....	30
18.5	Community Standards.....	30
18.6	Quorum .....	30
18.7	Power and Duties of the ACC.....	30
18.8	Procedure .....	31
18.9	Alterations.....	31
18.10	Variances.....	31
18.11	Permits .....	31
18.12	Construction by Owners and Builders .....	31
18.13	Inspection .....	32
18.14	Violation .....	32
18.15	Court Costs.....	32
18.16	Certificate.....	32
18.17	Certificate of Compliance .....	32
18.18	Exemption .....	32
18.19	Exculpation .....	32
18.20	Government Approval.....	33
19.	Master Association.....	33
19.1	Surface Water Management System .....	33
19.2	Master Association.....	33
19.3	Priority of Master Association Lien.....	33
20.	Owners Liability.....	33
20.1	Loop System Irrigation .....	33
20.2	Violations .....	34
20.3	Non-Monetary Defaults .....	34
20.4	Expenses .....	34
20.5	No Waiver.....	34
20.6	Rights Cumulative.....	34
20.7	Enforcement By or Against Other Persons .....	34
20.8	Fines.....	35
20.9	Right of Association to Evict Tenants, Occupants, Guests and Invitees.....	35
21.	Additional Rights of Developer.....	35
21.1	Sales Office and Administrative Offices.....	35
21.2	Modification.....	35
21.3	Promotional Events.....	36
21.4	Use by Prospective Purchasers.....	36
21.5	Franchises .....	36
21.6	Management.....	36
21.7	Easements .....	36
21.8	Right to Enforce .....	36
21.9	Additional Development .....	36
21.10	Representations .....	36
21.11	Non-Liability.....	36
21.12	Resolution of Disputes .....	37
21.13	Venue .....	37
21.14	Reliance .....	37

21.15	Access Control System .....	38
21.16	Lennar's Right to Control Access .....	38
22.	Telecommunications Services .....	38
22.1	Right to Contract for Telecommunications Services .....	38
22.2	Easements .....	38
22.3	Restoration .....	38
22.4	Operating Costs .....	39
23.	Refund of Taxes and Other Charges .....	39
24.	Assignment of Powers .....	39
25.	Leasing Homes .....	39
25.1	Transfers Subject to Approval .....	39
25.1.1	Lease .....	39
25.2	Approval by Association .....	39
25.2.1	Notice to Association .....	39
25.2.2	Certificate of Approval .....	39
25.3	Disapproval by Association .....	39
25.3.1	Lease .....	39
25.4	Unauthorized Transactions .....	39
25.5	Notice of Lien or Suit .....	40
25.5.1	Notice of Lien .....	40
25.5.2	Notice of Suit .....	40
25.5.3	Failure to Comply .....	40
26.	General Provisions .....	40
26.1	Authority of Board .....	40
26.2	Interpretation .....	40
26.3	Severability .....	40
26.4	Affirmative Obligation of Association .....	40
26.5	Execution of Documents .....	40
26.6	Letter(s) of Credit .....	40
26.7	Notices .....	40
26.8	Florida Statutes .....	40
26.9	Construction Activities .....	41
26.10	Neighborhood Title Documents .....	41

DECLARATION  
FOR  
ESTATES AT THE STRAND AT INDIAN RIVER SHORES

THIS DECLARATION FOR ESTATES AT THE STRAND AT INDIAN RIVER SHORES (this "Declaration") is made by The Strand at Indian River Shores, LLC, a Delaware limited liability company ("SIRS") and joined in by Estates at The Strand at Indian River Shores Neighborhood Association, Inc., a Florida not-for-profit corporation ("Association").

R E C I T A L S

- A. Developer is the owner of that certain real property located in Indian River County, Florida ("County"), more particularly described in Exhibit 1 attached hereto and made a part hereof ("Estates at The Strand at Indian River Shores").
- B. Developer desires to subject Estates at The Strand at Indian River Shores to the covenants, conditions and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising Estates at The Strand at Indian River Shores, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, Developer hereby declares that every portion of Estates at The Strand at Indian River Shores is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

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 herein shall have the following meanings:

"ACC" shall mean the Architectural Control Committee for Estates at The Strand at Indian River Shores established pursuant to Section 18.1 hereof.

"Access Control System" shall mean any system intended to control vehicular access to and/or from Estates at The Strand at Indian River Shores.

"Articles" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 and made a part hereof, as amended from time to time.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 16 hereof.

"Association" shall mean Estates at The Strand at Indian River Shores Neighborhood Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

"Board" shall mean the Board of Directors of Association.

"Builder" shall mean any entity who is designated in writing as a Builder by Developer. All entities/individuals that are designated as Builders shall be entitled to the rights of Builders contained in this Declaration. Lennar (as hereinafter defined) shall be, and by virtue of this section alone, is designated as a Builder.

"By-Laws" shall mean the By-Laws of Association in the form attached hereto as Exhibit 3 and made a part hereof, 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.

"Common Areas" shall mean all real property interests and personalty within Estates at The Strand at Indian River Shores designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within Estates at The Strand at Indian River Shores. The Common Areas may include, without limitation, open

space areas, internal buffers, tot lots, electronic gates, perimeter buffers, perimeter walls and fences, landscaping areas, improvements, easement areas owned by others, public rights of way, additions, irrigation pumps, irrigation lines, sidewalks, private roads, landscape lighting, walls, commonly used utility facilities, project signage, parking areas, entranceways, and entrance features. The Common Areas do not include any portion of a Home. NOTWITHSTANDING ANYTHING HEREIN CONTAINED 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.

**"Community Completion Date"** shall mean the date upon which all Homes in Estates at The Strand at Indian River Shores, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builder to Owners.

**"Community Standards"** shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 18.5 hereof.

**"Contractors"** shall have the meaning set forth in Section 18.12 hereof.

**"County"** shall have the meaning set forth in the Recitals hereof.

**"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 and modifications thereof.

**"Developer"** shall mean SIRS 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 hereunder. Developer shall have the right to assign all or a portion of any rights granted to the Developer in this Declaration. Developer shall also have the right to assign all or a portion of any obligations of the Developer in this Declaration. Such assignment need not be recorded in the Public Records in order to be effective. In the event of a partial assignment of some, but not all, Developer rights and/or obligations, the assignee shall not be deemed Developer, but may exercise those rights or shall be responsible for those obligations of Developer assigned to it. Additionally, any partial assignee that does not assume all of the obligations of Developer shall not be deemed the Developer. Any such assignment may be made on a non-exclusive basis. All assignments of Developer rights and/or obligations (whether full and/or partial) must be in writing. All assignments of Developer rights and/or obligations (whether full and/or partial) must be in writing and shall require the prior written consent of Lennar.

**"Front Yard"** shall mean the yard of every Home between the front of the Home and the road providing access to such Home. In the event that there is any question about what portion of a Home is part of the Front Yard, Association's determination shall be final.

**"Home"** shall mean a residential home and appurtenances thereto constructed on a Lot or Parcel within Estates at The Strand at Indian River Shores. A Home shall include, without limitation, a coach home, villa, townhome, estate home, single family home and zero lot line home. 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 the Lot upon which the Home is constructed. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

**"Individual Assessments"** shall have the meaning set forth in Section 16.2 hereof.

**"Installment Assessments"** shall have the meaning set forth in Section 16.2 hereof.

**"Lender"** shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

**"Lennar"** shall mean Lennar Homes, LLC, a Florida limited liability company. Lennar shall be a Builder.

**"Lessee"** shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Estates at The Strand at Indian River Shores.

**"Limited Common Areas"** shall mean any portion of the Common Areas that is available for use by some, but not all, Owners. By way of example, and not of limitation, certain Marina Slips may be Limited Common Areas, if so designated by Lennar at any given time.

**"Lot"** shall mean any platted residential lot shown on a Plat. Once a Home has been constructed on a Lot, the term "Lot" shall be deemed to include all improvements thereon including, without limitation, a Home.

**“Marina Plan”** shall mean any plan respecting a marina that may be added to the purview of this Declaration by future amendment hereto.

**“Marina Slip”** shall mean each marina slip reflected in a Marina Plan.

**“Master Association”** shall mean The Strand at Indian River Shores Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

**“Master Community”** shall mean the community in County known as The Strand at Indian River Shores, which is legally described as Exhibit 1 to the Master Declaration.

**“Master Declaration”** shall mean the Declaration for The Strand at Indian River Shores, recorded in Official Records Book 3170, Page 997, of the Public Records of County, as the same may be amended from time to time, together with all amendments and modifications thereof.

**“Master Developer”** shall have the meaning of Developer set forth in the Master Declaration.

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

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

**“Neighborhood Title Documents”** shall have the meaning set forth in Section 26.10 hereof.

**“Operating Costs”** shall mean all costs and expenses of Association and the Common Areas. Operating Costs may include, without limitation, all of the costs of ownership; operation; administration; all amounts payable by Association; all amounts required to remove canvas canopies located within the Common Areas as required herein; all amounts required to maintain the Surface Water Management System which are not maintained by the Master Association, if any; all community lighting (including certain lights adjacent to, but outside of Estates at The Strand at Indian River Shores) including, without limitation, lighting provided pursuant to agreements between Association and private utility providers up-lighting and entrance lighting (if not the obligation of the Master Association); all amounts payable in connection with any private street lighting agreement between Association and an electric utility provider; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; common area landscape maintenance and any and all of the costs relating to the discharge of the obligations hereunder, 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.

**“Owner”** shall mean the record owner (whether one or more persons or entities) of fee simple title to any Lot. The term “Owner” shall not include Developer or Builder (once so designated in writing by Developer) until the Turnover Date, or a Lender.

**“Parcel”** shall mean any portion of Estates at The Strand at Indian River Shores upon which one or more Homes may be constructed.

**“Permit”** shall have the meaning set forth in the Master Declaration

**“Plat”** shall mean the plat respecting Estates at The Strand at Indian River Shores to be filed in the Public Records, as the same may be amended from time to time.

**“Public Records”** shall mean the Public Records of Indian River County, Florida.

**“Reserves”** shall have the meaning set forth in Section 16.2 hereof.

**“Rules and Regulations”** shall mean collectively the Rules and Regulations governing Estates at The Strand at Indian River Shores as adopted by the Board from time to time.

**“SJRWMD”** shall mean the St. John’s River Water Management District.

**“Special Assessments”** shall mean those Assessments more particularly described as Special Assessments in Section 16.2 hereof.

**“Surface Water Management System”** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements, retention lakes and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SJRWMD pursuant to the Permit.



**“Telecommunications Provider”** shall mean any party contracting with Association and/or Owners directly to provide Owners with one or more Telecommunications Services. 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 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 (which may be provided by Telecommunications Providers pursuant to agreements with the Association), 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 Estates at The Strand at Indian River Shores. 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, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, 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.

**“Title Documents”** shall have the meaning set forth in Section 26.10 hereof.

**“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 transition of control of Association from Developer to Owners occurs. Developer may not transition control of the Association from Developer to Owners prior to the date required by law without the prior written consent of Lennar.

**“Use Fees”** shall have the meaning set forth in Section 16.6 hereof.

**“Wetland Conservation Areas”** shall have the meaning set forth in Section 10.9.3 herein. The Wetland Conservation Areas will either be part of the Master Common Areas and will be maintained by Master Association.

### 3. Plan of Development.

3.1 **General.** The planning process for Estates at The Strand at Indian River Shores is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer’s buyers. Subject to the Title Documents, Developer may wish and has the right to develop Estates at The Strand at Indian River Shores and adjacent property owned by Developer into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family 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 guarantee or promise that such items will remain or form part of Estates at The Strand at Indian River Shores as finally developed.

3.2 **Association’s Obligation to Cooperate.** Association shall at all times cooperate with every entity comprising Developer and/or Lennar. Without limiting the foregoing, Association shall provide Developer (and Lennar, if applicable) with such consents and approvals which Developer may reasonably require in connection with (i) the sale of Parcels and/or Lots, (ii) the development and conveyance of the Common Areas, and (iii) master land development requirements. Additionally, Association shall cooperate with Developer in connection with the turnover of Association control including, but not limited to, signing a turnover receipt in the form to be provided by Developer to Association on the Turnover Date.

### 4. Amendment.

4.1 **General Restrictions on Amendments.** Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer or Lennar unless such amendment receives the prior written consent of Developer or Lennar, as applicable, which consent may be withheld for any reason whatsoever. 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 10.9 hereof which benefits the SJRWMD. No amendment shall be effective until it is recorded in the Public Records.

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 expressly set forth herein.

4.3 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity; provided, however, that all amendments including, without limitation, amendments prepared by Developer, shall require the prior written consent by Lennar. Further, to the extent that an amendment to this Declaration is desired by Lennar, Lennar may present the proposed amendment to the Developer for approval, execution and recording, and the Developer shall not unreasonably withhold or delay its approval, execution and recording of the same. 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 Estates at The Strand at Indian River Shores; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and 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. 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 from and 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 Association Documents unilaterally to correct scrivener's errors.

4.4 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and two-thirds percent (66 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 of Association at which there is a quorum.

## 5. Annexation and Withdrawal.

5.1 Annexation by Developer. Prior to and including the Turnover Date, additional lands may be made part of Estates at The Strand at Indian River Shores by Developer, so long as the Developer has received the prior written consent of Lennar, which consent shall not be unreasonably withheld or delayed. Such additional lands to be annexed may or may not be adjacent to Estates at The Strand at Indian River Shores. 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 Estates at The Strand at Indian River Shores, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by recording 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 herein as a portion of Estates at The Strand at Indian River Shores. 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 Estates at The Strand at Indian River Shores.

5.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and two-thirds percent (66 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 of Association at which there is a quorum.

5.3 Withdrawal. Prior to and including the Turnover Date, and subject to Lennar's prior written consent, any portions of Estates at The Strand at Indian River Shores (or any additions thereto) may be withdrawn by Developer 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 Estates at The Strand at Indian River Shores 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 Estates at The Strand at Indian River Shores shall not require the consent or joinder of any other party other than Lennar (including, but not limited to, Association, Owners, or any Lenders of any portion of Estates at The Strand at Indian River Shores). Association shall have no right to withdraw land from Estates at The Strand at Indian River Shores.

## 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 of 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 Master Common Areas, the Surface Water Management System shall be conveyed to an appropriate agency of local government, and that if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, Estates at The Strand at Indian River Shores and each Lot 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 Estates at The Strand at Indian River Shores 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 agrees to be subject to the provisions of this Declaration and irrevocably waives any right to deny, and any claim, 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. It is expressly intended that the Marketable Record Titles to Real Property Act will not operate to extinguish any encumbrance placed on Estates at The Strand at Indian River Shores 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.

7.2 Transfer. The transfer of the fee simple title to a Lot, whether voluntary or by operation of law, terminating the Owner's title to that Lot shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Lot and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Lot. The Owner of each Lot 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 Lot 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 or her Lot, 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 Lot 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 Lot an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Lot, the transferring Owner shall remain liable for Assessments accruing on the Lot from and after the date of conveyance.

7.3 Membership. Upon acceptance of title to a Lot, and as more fully provided in the Articles and By-Laws, each Owner (or his or her Lessee, if applicable) shall be a member of Association. Membership rights are governed by the provisions of this Declaration, the deed to a Lot, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Lot. Developer rights with respect to 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, immediately upon taking title, designate one or more persons who are to be the occupants of the Home or Lot 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 which, in any way, affect or restrict the rights of Developer, or conflict with the provisions of this Declaration or the other Association Documents.

7.7 Composition of Board. Developer reserves the right to change, from time to time prior to and including 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 Turnover Date.

7.8 Conflicts. In the event of any conflict among this Declaration, the Master Declaration, the Articles, the By-Laws or any of the other Association Documents, the Master Declaration shall control. 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. In the event that this Declaration is more restrictive than the Master Declaration, this Declaration shall control.

8. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Estates at The Strand at Indian River Shores for various public purposes or for the provision of Telecommunications Systems, or to make any portions of Estates at The Strand at Indian River Shores part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Estates at The Strand at Indian River Shores. In addition, the Common Areas of Estates at The Strand at Indian River Shores may include decorative improvements, berms and waterbodies. Notwithstanding anything to the contrary herein, the waterbodies may be dry during certain weather conditions or

during certain times of the year. 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 AT ITS 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 herein, any portion of the Common Areas owned by Developer shall be operated, maintained, 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 Parcel, Lot or any portion of Estates at The Strand at Indian River Shores or Home 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, 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 herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, operated 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 herein in its sole discretion and without notice.

9.2 Construction of Common Areas Facilities. Developer has constructed or will construct, 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 Community Completion Date Developer reserves the absolute right to construct additional Common Areas facilities and improvements within Estates at The Strand at Indian River Shores, 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 hereof. 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 Community Completion Date Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Developer.

9.4 Conveyance.

9.4.1 Generally. Simultaneously with the Plat being recorded, or earlier as determined by Developer in its sole discretion, or as may be required by law, all or portions of the Common Areas shall be dedicated by Plats, created in the form of easements, and 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 herein. 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.

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 nonexclusive 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;

9.4.2.3 perpetual non-exclusive easements in favor of the 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 such roadways for construction vehicles and equipment. 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, 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 the Common Areas conveyed herein 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 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; and

9.4.2.6 a reservation of right in favor of Developer (so long as Developer owns any portion of Estates at The Strand at Indian River Shores) 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 replating 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 and administered by Association for the use and benefit of the owners of all property interests in Estates at The Strand at Indian River Shores including, but not limited to, Association, Developer, Owners and any Lenders. Subject to Association's right to grant easements and other interests as provided herein, 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 Turnover Date, the approval of (a) a majority of the Board; and (b) the consent of Developer, or (ii) from and after the Turnover Date, approval of (a) sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association.

9.6 Paved Common Areas. The Common Areas may also contain certain paved areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance and/or resurfacing of all 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. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads and sidewalks 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.

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 hereunder to a licensed manager or professional 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. 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 General Public 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 of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter, Association has the right, at any and all times, and from time to time, to further additionally 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 hereunder.

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 and/or 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. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer and Lennar.

9.8.3 Marina. It is anticipated, but not guaranteed, that Lennar may own a marina with Marina Slips and that such marina and Marina Slips may be added to the purview of this Declaration by a future amendment hereto. Any future amendment adding a marina to the purview of this Declaration shall include a Marina Plan and

shall address the ownership, use, maintenance, repair, replacement, and all costs relating thereto, of the marina and Marina Slips. It is possible that the Marina Slips may be limited to use by some, but not all, Owners within The Estates at The Strand at Indian River Shores. By way of example, and not of limitation, an amendment adding Marina Slips to the purview of this Declaration may provide that such Marina Slips may be assigned to certain Owners for consideration, may be offered to certain Owners (to the exclusion of others) as limited common areas, and that owners of townhomes in Villas at The Strand at Indian River Shores may not be permitted to use the Marina Slips.

9.8.4 Waterbodies. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY, THERE IS NO GUARANTEE BY DEVELOPER, MASTER ASSOCIATION, MASTER DEVELOPER, BUILDERS OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Developer, Master Developer, Master Association, Builders and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody within Estates at The Strand at Indian River Shores, if any. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home with the prior approval of the ACC.

9.8.5 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.

9.8.6 Assumption of Risk. Without limiting any other provision herein, each person within any portion of Estates at The Strand at Indian River Shores accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of Estates at The Strand at Indian River Shores (e.g., the Common Areas) including, without limitation, (a) actions or inactions taken, or nuisances caused, by neighboring Owners (b) noise from maintenance equipment, (c) use of pesticides, herbicides and fertilizers, (d) view restrictions caused by maturation of trees and shrubbery, (e) reduction in privacy caused by the removal or pruning of shrubbery or trees within Estates at The Strand at Indian River Shores and (f) design of any portion of Estates at The Strand at Indian River Shores. Each such person entering onto any portion of Estates at The Strand at Indian River Shores also expressly indemnifies and agrees to hold harmless Developer, Association, Master Association, and their employees, directors, representatives, officers, agents, affiliates, attorneys and partners (collectively, "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, including without limitation, all waterbodies or pools do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. DEVELOPER, BUILDERS, MASTER ASSOCIATION AND ASSOCIATION 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.

9.8.7 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless 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 hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas including, without limitation, use of waterbodies within Estates at The Strand at Indian River Shores, if any, by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, Master Association, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Master Association, Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees, 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 Estates at The Strand at Indian River Shores. 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 hereunder.

9.9.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer or Lennar or to any property owned by Developer or Lennar and shall not be applied in a manner which would prohibit or restrict the development or operation of Estates at The Strand at Indian River Shores or adversely affect the interests of Developer or Lennar. In addition to the foregoing, Developer shall have the right, but not the obligation, to exempt Builders from the Rules and Regulations pursuant to a written assignment (or partial assignment) of Developer rights which specifically exempts such Builder from such Rules and Regulations. Without limiting the foregoing, Developer and/or its assigns and Lennar, shall have the right to: (i) develop and construct commercial and industrial uses, club uses, Homes, Common Areas, and related improvements within Estates at The Strand at Indian River Shores, 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 Estates at The Strand at Indian River Shores), general offices and construction operations within Estates at The Strand at Indian River Shores; (iii) place, erect or construct portable, temporary or accessory buildings or structure



within Estates at The Strand at Indian River Shores 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 Estates at The Strand at Indian River Shores; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Estates at The Strand at Indian River Shores owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion Estates at The Strand at Indian River Shores including, without limitation, Homes; (vi) excavate fill from any waterways within and/or contiguous to Estates at The Strand at Indian River Shores by dredge or dragline, store fill within Estates at The Strand at Indian River Shores and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Estates at The Strand at Indian River Shores and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Estates at The Strand at Indian River Shores.

9.10 Public Facilities. Estates at The Strand at Indian River Shores 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, fire station, police station, or other facility within the boundaries of Estates at The Strand at Indian River Shores; provided however, no such facility shall result in expense to the general taxpayers of the County or assumption by the County or any responsibility for maintenance of any portion thereof.

9.11 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 of 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.

9.12 Special Taxing Districts. At any time and from time to time, 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 of Association to 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, waterways, ponds, 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; provided, however, that any such dedication or transfer shall not result in expense to the general taxpayers of the County (other than Owners) or the assumption by the County of any responsibility for maintenance of any portion of the Common Areas. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall positively provide for the proper and continuous payment of taxes for Common Areas and maintenance thereof without expense to the general taxpayers of the County and shall be created pursuant to all applicable ordinances of County and all other applicable governing entities having jurisdiction with respect to the same. Developer and/or Master Developer have applied to County for the creation of a multi-purpose special taxing district. Developer and/or Master Developer may, but shall not be required, to apply for a street lighting special taxing district, which would operate upon creation.

9.13 Water Transmission and Distribution Facilities Easement and Repair. Developer hereby grants and conveys to County, its successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within Estates at The Strand at Indian River Shores (excluding such facilities located inside a Home) in accordance with plans approved by Developer or Association. Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick pavers that do not conform to County regulations ("Non-Conforming Pavers") in the course of construction of Homes and Common Areas, as and to the extent permitted under the terms of this Declaration. In the event County or any of its subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the County's use of its easement rights granted in this Section 9.13, then Association shall replace or repair such damage at the expense of the Owner of the affected Home and such cost shall be billed to such Owner as an Individual Assessment, unless, and only to the extent that, such cost is not paid by County or such other subdivisions, agencies and/or divisions. Association shall indemnify and hold harmless County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by Association of Association's obligations under this Section 9.13.

9.14 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, Lennar and their officers, directors, shareholders, representatives, agents, partners, affiliates, and any related persons 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, 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' and paraprofessional fees 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. Estates at The Strand at Indian River Shores is subject to the Plat. The Plat may identify some of the Common Areas within Estates at The Strand at Indian River Shores. The description of the Common Areas on the Plat is 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. Maintenance by Association.

10.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, and all improvements placed thereon, including without limitation, all Common Area landscaping and irrigation.

10.2 Drainage. To the extent it is not the responsibility of the Master Association, Association shall at all times maintain the drainage systems and drainage facilities within the Common Areas.

10.3 Canvas Canopies. Association shall be responsible for the removal of all canvas canopies including, but not limited to, mailbox and entrance canopies, if any, located within the Common Areas of the Community in the event of extreme wind conditions, as determined by the Association in its sole discretion. The expense of such removal shall be part of the Operating Costs of Association. Additionally, in the event winds are forecasted to exceed fifty (50) miles per hour, each Owner shall be responsible, at its sole cost and expense, for the removal of all canvas canopies located within its respective Home and yard.

10.4 Lawn Maintenance. If so provided in Association's budget, Association shall maintain all trees and hedges in the Front Yard of each Home and shall cut and fertilize the lawn in the Front Yard of each Home, unless the same is fenced in and/or inaccessible. Association may also weed the plant bed(s) in the Front Yard 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. In the event an Owner modifies the plant bed(s) as initially installed by Developer, then such Owner shall be solely responsible for maintenance of such plant bed(s). Each Owner is responsible for replacing any trees, shrubs, grass or landscaping that require replacement. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home within the rear yard or their Home in addition to any portions of such Home that are fenced, even if such landscaping and improvements are in the Front Yard. EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY NOT HAVE FRONT YARDS, AND OTHER HOMES MAY HAVE FRONT YARDS THAT ARE LARGER OR SMALLER THAN THE FRONT YARDS OF OTHER HOMES. NOTWITHSTANDING THE FOREGOING, ALL LAWN MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING COSTS OF ASSOCIATION, AND EACH OWNER SHALL PAY AN EQUAL SHARE OF SUCH COSTS. Notwithstanding anything to the contrary in this Declaration, if so desired by the Board, and if so provided in the Association's budget, Association shall maintain the entire yard of each Home. In such event, Association shall have no obligation to maintain any plant beds or other landscaping that has been modified by an Owner, and shall have no obligation to maintain landscaping and/or improvements within any portion of a Home that is fenced. In the event that the Board obligates Association to maintain the entire yard of each Home, and so long as such maintenance is provided for in the Association's budget, each Owner shall be required to ensure that the Association has access to their respective yard.

10.5 Irrigation and Sprinkler Systems. Association shall be responsible to maintain the irrigation and sprinkler systems within the Common Areas. If provided in the Association's budget, Association may also be responsible for maintaining the sprinkler system within each Front Yard of a Lot, if any. To the extent not included in the Association's budget, each Owner shall be responsible for the maintenance of irrigation and sprinkler systems within their respective Lots. Owners will be limited to irrigating Lots during scheduled times established by the Association from time to time. Association may use lakes within Estates at The Strand at Indian River Shores for irrigation purposes.

10.6 Perimeter Walls. Association shall be responsible for the maintenance, repair and replacement of those portions of the perimeter walls located within Lots and/or Homes in Estates at The Strand at Indian River Shores, at such time as the Board deems such maintenance, repair and/or replacement necessary or desirable in its sole discretion, and the costs of the same shall be charged as an Individual Assessment to the Owner of the Home or Lot upon which any such portion of the perimeter wall is located. Each Owner is required to ensure that Association has access to their respective yards for this purpose.

10.7 Public Roads and Other Areas. It is possible that the Master Association may maintain the medians and swales of certain public roads or easement/beachwalk areas pursuant to agreements with the appropriate governmental entities. The costs of such maintenance by Master Association shall be Master Operating Costs.

10.8 Private Roads. All roads which are privately owned shall be maintained by Association, Master Association or an entity other than County. All roads which are owned by Association, if any, shall be maintained by Association unless otherwise agreed to by Association and Master Association.



10.9 Surface Water Management System.

10.9.1 Duty to Maintain. The Surface Water Management System within Estates at The Strand at Indian River Shores may be owned, maintained and operated by Master Association as permitted by the SJRWMD. If owned by Master Association as Common Areas, the costs of the operation and maintenance of those portions of the Surface Water Management System shall be part of the Operating Costs of Master Association. Notwithstanding the foregoing, the SJRWMD has/have the right to take enforcement action, including a civil action for an injunction and penalties against Association or Master Association 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 Association. Association shall accept any and all transfer of permits from Developer. Association shall cooperate with Developer with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association.

10.9.2 Amendments to Association Documents. Any proposed amendment to the Association Documents which will affect the Surface Water Management System including any environmental conservation area and the water management portions of the Common Areas, must have the prior written approval of the SJRWMD and/or DERM. Association's or Master Association's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SJRWMD and/or DERM permit actions shall be maintained by Association's or Master Association's registered agent for Association's benefit.

10.9.3 Wetland Conservation Areas. Parcels or Lots may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("Wetland Conservation Areas"). Owners of Homes abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland Conservation Areas abutting their Home. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SJRWMD Service Office, Surface Water Regulation Manager.

10.9.4 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit and the Plats associated with Estates at The Strand at Indian River Shores. Activities prohibited within the conservation areas include, but are not limited to, the following:

10.9.4.1 Construction or placing of landscaping, buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

10.9.4.2 Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

10.9.4.3 Removal or destruction of trees, shrubs or other vegetation; with exception of nuisance and exotic plant species as may be required by Developer;

10.9.4.4 Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

10.9.4.5 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

10.9.4.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

10.9.4.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

10.9.4.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;

10.9.4.9 No Builder or Owner within Estates at The Strand at Indian River Shores may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit and recorded Plat(s) of Estates at The Strand at Indian River Shores, unless prior approval is received from the SJRWMD Environmental Resource Regulation Department; and

10.9.4.10 Each Builder and Owner within Estates at The Strand at Indian River Shores 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 the SJRWMD.

10.10 Adjoining Areas. Except as otherwise provided herein, Association shall also maintain those drainage areas, swales, lake maintenance easements, driveways, lake slopes and banks, and landscape areas that are within the Common Areas, provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any areas within fences or walls that form a part of a Home.

10.11 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.

10.12 Right of Entry. Developer, Lennar, the County, Master Association and Association are granted a perpetual and irrevocable easement over, under and across Estates at The Strand at Indian River Shores for the purposes herein expressed, 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 to 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, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Estates at The Strand at Indian River Shores if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.13 Maintenance of Property Owned by Others. Association shall, if designated by Developer, Master Association or by Association after the Community Completion Date by amendment to this Declaration or any document of record, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer (or by Association after the Community Completion Date) upon areas which are within or which lie outside of Estates at The Strand at Indian River Shores. Such areas may abut, or be proximate to, Estates at The Strand at Indian River Shores, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity. These areas may include, without limitation, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, brick pavers, irrigation, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. By way of example and not of limitation, Association may be obligated to maintain and irrigate certain landscaped medians outside of Estates at The Strand at Indian River Shores. To the extent there is any agreement between Developer and Association for the maintenance of any lakes, or ponds outside Estates at The Strand at Indian River Shores, Association shall maintain the same as part of the Common Areas.

11. Maintenance by Owners. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Estates at The Strand at Indian River Shores by the Owner of each Home. To the extent not maintained by the Association, each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of their Home in accordance with the standards set forth below including but without limitation, the swale adjacent to the Front Yard.

11.1 Lawn Maintenance Standards. The following maintenance standards (the "Lawn Maintenance Standards") apply to landscaping maintained by Owners.

11.1.1 Trees. Trees are to be pruned as needed.

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

11.1.3 Grass.

11.1.3.1 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.

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

11.1.3.3 Dead Grass. Owner shall be responsible to replace dead grass. Neither Developer nor Association shall be responsible to replace dead grass.

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

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

11.1.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed at a minimum of three (3) times a year during the following months: February, June and October.

11.1.7 Irrigation. Owners shall be responsible to irrigate grass. Pump stations, if applicable, and valves shall be checked as needed by an independent contractor to assure proper automatic operation. In addition to the foregoing, each Owner shall be responsible for the irrigation of the right of way swale area directly adjacent to his or her respective Lot including, but not limited to, the area between the sidewalk and the road (irrespective of whether such swale area forms a part of the Lot or not).

11.1.8 Post Lights. Each Owner shall maintain all post lights (whether gas or electric) which are located within the boundaries of his or her Home.

11.1.9 Weeding. All 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.

11.1.10 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.

11.1.11 Right of Association to Enforce. Each Owner grants Association an easement over his or her Home for the purpose of insuring compliance with the requirements of this provision and the Lawn Maintenance Standards. In the event an Owner does not comply with this Section, Association may perform the necessary maintenance to the lawn and charge the costs thereof to the non-complying Owner as an Individual Assessment. Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, pre-trial and at all levels of proceedings, including appeals.

11.2 Landscaping and Irrigation of Lots: Removal of Sod and Shrubbery; Additional Planting.

11.2.1 Every Owner shall be required to irrigate the grass and landscaping located on the Lots in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. Each Owner shall comply with all water use restrictions imposed by applicable governmental entities. To the extent an Owner fails to comply with any such water use restrictions and Association is subsequently fined due to such water use, Association may impose an Individual Assessment upon such Owner for the payment of any fine(s) imposed on Association.

11.2.2 All grass and landscaping located within any rear yard of a Lot shall be maintained by the Owner. No gardens, jacuzzis, fountains, playground equipment, pools, screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within this Community may not be large enough to accommodate any of the foregoing items in any event.

11.2.3 Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from Estates at The Strand at Indian River Shores, and there shall be no change in the plant landscaping or elevation of such areas 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 ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the 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 all 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 for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

11.2.4 No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

11.2.5 Lake Slopes. Unless included in the Association's budget respecting yard maintenance, Owners shall maintain those portions of the lake slopes located on their Lot and Master Association shall maintain such portions of the lake slopes contained in the Common Areas or Master Common Areas, as part of the operating expenses of the Master Association. Master Association may establish from time to time maintenance standards for the lake and canal maintenance by Owners who own Homes adjacent to Master Common Area waterbodies (the "Lake Slope Maintenance Standards"). Such standards may include requirements respecting compaction and strengthening of lake banks. Master Association shall have the right to inspect such lake and canal slopes and banks to insure that each Owner has complied with its obligations hereunder and under the Lake Slope Maintenance Standards. Each Owner hereby grants Master Association an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this provision and the Lake Slope Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Lake Slope Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

11.2.6 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 suffered to remain upon any Home.

11.2.7 Driveway and Sidewalk Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway which comprises part of a Home and the sidewalk abutting the front Lot or side of the Home including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway or sidewalk is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement including, without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway or sidewalk in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

11.3 Paint. Homes shall be repainted by each Owner, at such Owner's sole cost and expense, within forty-five (45) days of notice by the Association. In the event an Owner fails to repaint their Home within the above referenced time frame, Association may, but shall not be obligated to, repaint such Owner's Home and the costs of same shall be charged as an Individual Assessment to the Owner whose Home is repainted. Association shall be responsible for the determination of which colors and combinations may be used by Owners.

12. Use Restrictions. In addition to use restrictions in the Master Declaration, each Owner must comply with the following:

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

12.2 Animals. No animals of any kind shall be raised or kept within Estates at The Strand at Indian River Shores for commercial purposes. No roosters or pigeons shall be raised or kept within Estates at The Strand at Indian River Shores. The breeding of animals is strictly prohibited within Estates at The Strand at Indian River Shores. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board 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 shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. 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, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate and urinate only in the "pet walking" areas within Estates at The Strand at Indian River Shores designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

12.3 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Lot, unless approved by the ACC.

12.4 Cars and Trucks.

12.4.1 Parking. Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Estates at The Strand at Indian River Shores or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than one (1) ton shall be parked in Estates at The Strand at Indian River Shores except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of one (1) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Estates at The Strand at Indian River Shores. If at any time parking is permitted in the streets within Estates at The Strand at Indian River Shores, such street parking shall be limited to one side of the street. Owners may park in guest parking spaces located on the Common Areas provided, however, such Owners do not park their vehicles overnight in a guest parking space.

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain within Estates at The Strand at Indian River Shores for more than twenty-four (24) hours unless the same is stored in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Estates at The Strand at Indian River Shores. No vehicles shall be stored on blocks. Tarpaulin covers on vehicles shall not be permitted without ACC approval.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousines, boats house trailers, and trailers of every other type, kind or description, or camper, may be kept within Estates at The Strand at Indian River Shores except in the garage of a Home. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (*i.e.*, Broncos™, Blazers™, Explorers™, Navigators™, *etc.*) or clean "non-working" 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 or Builder of Homes, Common Areas, or any other Estates at The Strand at Indian River Shores 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 Estates at The Strand at Indian River Shores. For any Owner who drives an automobile issued by the County 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 license plates may be kept within public view anywhere on Estates at The Strand at Indian River Shores. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained in this Declaration or in the Rules and Regulations now or subsequently adopted may (without obligation) be towed by Association at the sole expense of the owner of such vehicle. 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. Notwithstanding the foregoing, each Owner acknowledges that such Owner and its family, guests, tenants, and invitees shall abide by all parking regulations issued by the local governing authority having jurisdiction.

12.4.4 Rules Regarding Boat and Boat Trailer Storage. All boat owners shall be responsible for any damage to any Common Areas which in any way results from such owner's storage of such boat within Estates at The Strand at Indian River Shores. In addition to the foregoing, any owner desiring to store a boat within Estates at The Strand at Indian River Shores must provide the Association with proof of insurance for their respective boat(s). Inoperable and/or unseaworthy boats may not be stored in Estates at The Strand at Indian River Shores. No repairs to any boat(s) may be performed within Estates at The Strand at Indian River Shores. No boat engines may be run or flushed within Estates at The Strand at Indian River Shores. All boats must be stored within the garage of a Home.

12.5 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 14.2.2 herein and as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

12.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer, no commercial or business activity shall be conducted in any Home within Estates at The Strand at Indian River Shores. 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 Estates at The Strand at Indian River Shores. No solicitors of a commercial nature shall be allowed within Estates at The Strand at Indian River Shores, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

12.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes within Estates at The Strand at Indian River Shores. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, 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 OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET, NEGATIVE ADVERTISING, NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN ESTATES AT THE STRAND AT INDIAN RIVER SHORES AND THE RESIDENTIAL ATMOSPHERE THEREOF.

12.8 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 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.

12.9 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed in the Front Yard of any Home or on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Estates at The Strand at Indian River Shores.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, wind chimes, figurines, wind chimes, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Estates at The Strand at Indian River Shores without the prior written approval of the ACC. Notwithstanding the foregoing, no statues, sculptures or birdbaths of any kind can be installed or placed within the Front Yard or visible from the street. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed no later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of Estates at The Strand at Indian River Shores complies with this Declaration, such dispute shall, prior to the Community 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.

12.12 Drainage System. Drainage systems and drainage facilities may be part of the Facilities, Common Areas and/or Homes. The maintenance of such system and/or facilities within the Common Areas shall be the responsibility of the Association. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Home shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, 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 ACC approval) 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 which adversely affects 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 Operating Costs. Notwithstanding the foregoing, Association, Master Association, Lennar, Master Developer and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

12.13 Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home 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 runoff from roof overhangs, eaves and other protrusions onto an adjacent Home.

12.14 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, 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 of the designee shall be furnished to Association. Neither Association nor Developer shall have responsibility of any nature relating to any unoccupied Home.

12.15 Fences, Walls and Screens. No walls or fences shall be erected or installed without prior written consent of the ACC. All enclosures of balconies or patios including, without limitation, addition of vinyl windows and decks shall require the prior written approval of the ACC. Fences on the sides of a Home shall be six (6) feet, made of white aluminum rail or white PVC. The rear fencing of lakefront Homes shall be white aluminum railing which may only be four (4) feet in height. No chain link or wood fencing shall be permitted within Estates at The Strand at Indian River Shores.

12.16 Fuel Storage. No fuel storage shall be permitted within Estates at The Strand at Indian River Shores, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, emergency generators, or similar devices and as otherwise permitted by this Declaration.

12.17 Garages. Each Home may have its own garage. The conversion of any garage within Estates at The Strand at Indian River Shores shall be prohibited. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

12.18 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for or contract with a private entity for garbage pick-up, the cost of which shall be Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, 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 agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash 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.

12.19 General Use Restrictions. Each Home, the Common Areas and any portion of Estates at The Strand at Indian River Shores shall not be used in any manner contrary to the Association Documents.

12.20 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 ACC. 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 ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

12.21 Irrigation. The water used in the irrigation system is not suitable for drinking or water sports. People and pets should not play in such water. Such water shall not be used by Owners to irrigate lawns. Due to water quality, irrigation systems may cause staining on Homes, other structures, paved areas, or vehicles. It is each Owner's responsibility to treat and remove any such staining. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). The yard of each Home may be equipped with irrigation lines, depending on the model of the Home. Developer is not providing any irrigation to the Homes. No Owner whose Home adjoins a waterway, if any, may utilize the waterway to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Use of waterbody water, if any, by Owners is prohibited and is at the Owner's sole risk. Association may use waterways to irrigate Common Areas, subject to applicable permitting and Developer shall not be liable for same. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer, Master Developer, Lennar, Association, and Master 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. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. Any



computerized loop irrigation system that is not specifically the maintenance obligation of a Neighborhood Association or an Owner, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas.

12.22 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 the Home or Lot.

12.23 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Estates at The Strand at Indian River Shores. 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 Estates at The Strand at Indian River Shores shall be the same as the responsibility for maintenance and repair of the property concerned.

12.24 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. All occupants of Homes, whether family of the Owner and/or other third party tenants must be screened and approved by the Association prior to occupancy. Builders shall not be entitled to lease Homes to third parties. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. To the extent that an Owner does not reside in his or her Home, but desires to permit family or friends to occupy such Home without a lease, all prospective occupants of the Home, prior to moving into the Home and irrespective of their relation to the Owner, must be registered with the Association and shall be subject to the Association's screening and approval process which is used for prospective tenants seeking to lease a Home within Estates at The Strand at Indian River Shores. All leases or occupancy agreements shall be subject to Association approval, shall be in writing, and a copy of all leases of Homes shall be provided to Association. All leases shall be on forms approved by Association and shall provide (or if not provided, shall be automatically deemed to provide) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Estates at The Strand at Indian River Shores or administered by Association. Each Owner hereby acknowledges and agrees that any and all leases entered into by such Owner in connection with his or her Home shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of Association, which collateral assignment of rents and leases shall provide that in the event such Owner leasing his or her Home is past due in the payment of his or her Assessments, Association shall have the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from such Owner's tenant(s) (or other party in possession of the Home); and/or (ii) pursuing any and all legal remedies available against such Owner and/or such Owner's tenant(s) including, but not limited to, actions for eviction of such Owner's tenant(s). Owners are responsible for providing their tenants with copies of all such Association Documents or instruments at such Owner's sole cost and expense. Leasing of Homes shall also be subject to the prior written approval of Association, as more particularly explained in Section 25 hereof. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term shall be less than six (6) months. No subleasing or assignment of lease rights by the tenant is permitted. No time-share or other similar arrangement is permitted. In no event shall occupancy of a leased Home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each Owner shall be jointly and severally liable with the tenant 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. 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 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 of no more than One Hundred (\$100.00) dollars to offset the costs of a background check on tenant. Association and its directors or officers, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any party whatsoever, due to any mistakes in judgment, negligence, or any action or inaction of Association, its officers, or directors, in connection with the approval or disapproval of tenants. Each Owner agrees, individually and on behalf of its prospective tenants, current tenants, heirs, successors and assigns by acquiring title to a Lot, that he or she (or any other of the aforementioned parties) shall not bring any action or suit against Association or its directors or officers, or any of the Association's agents or other parties acting on Association's behalf, in order to recover any damages alleged or caused by the actions of Association, or its officers or directors in connection with the provisions of this Section. All leases shall also comply with and be subject to the provisions of Section 25 hereof. 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.

#### 12.25 Maintenance by Owners.

12.25.1 Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements, shadow box fences, and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Estates at The Strand at Indian River Shores by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced or located outside the Front Yard. In addition, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association. Each Owner shall be responsible for root pruning trees within any portion of his or her Home.

12.25.2 Enclosed Common Area. If an Owner has enclosed the yard of a Home, or any portion thereof, with the ACC approval, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

12.26 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 and/or the Common Areas.

12.27 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 Estates at The Strand at Indian River Shores is permitted. The final determination of what constitutes a nuisance shall be made by the Board in its sole discretion. No firearms shall be discharged within Estates at The Strand at Indian River Shores. 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, its immediate family, guests, tenants and invitees. Nothing shall be done or kept within the Common Areas, or any other portion of Estates at The Strand at Indian River Shores, including a Home or Lot which will increase the rate of insurance to be paid by Association.

12.28 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 Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

12.29 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 Lot or Home, or any other portion of Estates at The Strand at Indian River Shores, which is unsightly or which interferes with the comfort and convenience of others. No personal property may be stored in the Front Yard of a Home.

12.30 Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC and must be constructed in accordance with all applicable codes and ordinances. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the first floor of the Home. Pool screening shall not extend beyond the sides of the Home without the express approval of the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without the approval of the ACC. All yards with in-ground pools, hot tubs, and/or spas must be enclosed by an ACC approved fence. No pool, hot tub or spa shall be approved by the ACC without such a fence.

12.31 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Estates at The Strand at Indian River Shores or change the level of the land within Estates at The Strand at Indian River Shores, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Estates at The Strand at Indian River Shores. Owners may not place additional plants, shrubs, or trees within any portion of Estates at The Strand at Indian River Shores without the prior approval of the ACC.

12.32 Roofs, Driveways and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. No oil stains, stains or weeds are permitted on driveways or Lots. Each Owner shall be responsible to pressure clean between paintings. The Board may decide to have annual window washing or roof repair and may collect the costs thereof as part of Operating Costs or Reserves.

12.33 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aeriels, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC 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 ACC in order to address the welfare of the residents of Estates at The Strand at Indian River Shores and satellite dishes must be on the fascia board when possible with no exposed wires. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. 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.

12.34 Screened Enclosures. No screened enclosures, for pools or otherwise, shall be permitted without the prior written approval of the ACC.

12.35 Signs and Flags. No sign (including brokerage or for sale/lease signs) flag, banner, sculpture, fountain, outdoor play equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Estates at The Strand at Indian River Shores that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided however, signs required by governmental agencies and



approved by the ACC may be displayed (e.g. permit boards). "For Sale" and "For Rent" signs must be approved by the ACC and shall be no larger than 12" x 12". 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 Estates at The Strand at Indian River Shores while the Developer holds any Homes for sale in the ordinary course of business. No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within Estates at The Strand at Indian River Shores unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36" attached to a Home and displayed for the purpose of a holiday, and United States of America flags shall be permitted without ACC approval. Notwithstanding the foregoing, no ACC approval is necessary for the installation of an American flag, up to two feet (2') by four feet (4') in size, posted on a three foot (3') pole and attached at a forty five degree (45°) angle from the Home.

12.36 Solar Equipment. No solar equipment shall be installed on a Lot or affixed to any Home within Estates at The Strand at Indian River Shores without the prior written approval thereof being first had and obtained from the ACC. With respect to ground-mounted solar panels, the same may only be installed in the rear yards of Homes that have an ACC approved fence, and all solar equipment and panels must be screened by such ACC approved fence (i.e., no solar equipment may exceed the height of the ACC approved fence). No ground-mounted solar equipment may be affixed to an Owner's fence. Roof-mounted solar panels and equipment shall be installed so that the panels are flush mounted and shall be located on a portion of the rear roof area, as reasonably determined by the ACC. Roof-mounted solar panels shall be an integrated part of the roof design and mounted directly to the roof deck or if mounted on or over the existing roof tile, should be flush with the slope of the roof. Solar units must not break the roof ridge line. Solar panels should be positioned as low as possible on the roof extending wider rather than higher on the roof plane. The solar panels, piping or any exposed part of the installation may not be higher than the roof peak. Visibility of devices and their components must be minimized from public view, and may be required to be screened from neighboring property in a manner approved by the ACC.

12.37 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Estates at The Strand at Indian River Shores without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. 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 and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots.

12.38 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 approval of the ACC, which approval shall conform to the requirements of this Declaration and the Community Standards. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

12.39 Subdivision and Regulation of Land. No portion of any Home, 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 Estates at The Strand at Indian River Shores, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

12.40 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Estates at The Strand at Indian River Shores or within any Home, Lot or Parcel, except those which are required for normal household use. 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 ACC.

12.41 Swimming, Fishing, Boating, Docks and Wildlife. Swimming, fishing and feeding wildlife are prohibited within any waterbodies within or adjacent to Estates at The Strand at Indian River Shores. Boating and personal watercraft (e.g., jet/water skis) are prohibited. No private docks may be erected within any waterbody.

12.42 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. To the extent that an Owner does not reside in his or her Home, but desires to permit family or friends to occupy such Home without a lease, all prospective occupants of the Home, prior to moving into the Home and irrespective of their relation to the Owner, must be registered with the Association and shall be subject to the Association's screening and approval process which is used for prospective tenants seeking to lease a Home within Estates at The Strand at Indian River Shores.

12.43 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 ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

12.44 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.

12.45 Wells. Wells are not permitted within Estates at The Strand at Indian River Shores.

12.46 Wetlands and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation areas. 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 Association in their natural state.

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

12.48 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) weeks 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 prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

12.49 Workers. Workers hired by any Owner for any purpose including, without limitation, maintenance, landscaping, and/or housekeeping may not congregate in or about the Common Areas or make any personal use of such Common Areas.

13. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home 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 such other protrusions and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Home.

14. Requirement to Maintain Insurance.

14.1 Association. Association shall maintain the following insurance coverage:

14.1.1 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.

14.1.2 Liability, Property Damage, Hazard Insurance. Commercial general liability insurance, property damage insurance and hazard insurance coverage 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 Community Completion Date) and Association.

14.1.3 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.

14.1.4 Other Insurance. Such other insurance coverage as 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.

14.1.5 Developer. Prior to and including the Turnover Date, Developer and Lennar, to the extent Lennar owns a portion of the Common Areas, shall have the right, at Association's expense, to provide, any such insurance coverage it deems appropriate under its master insurance policy in lieu of any of the foregoing.

14.2 Homes.

14.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his 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 or her obligations hereunder.

14.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, 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 and absolute discretion subject

to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. 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 Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. 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.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14.2.3 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Estates at The Strand at Indian River Shores.

14.2.4 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

14.2.5 Rights of County. In the event that any Home is destroyed by fire or other casualty, County or 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. County shall further have the right to enforce any local laws and/or ordinances with regard to the Required Repair or the Required Demolition of the Home.

14.2.6 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.

14.3 Fidelity Bonds. If available, Association may obtain 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. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, 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 shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

14.3.1 The bonds shall name Association as an obligee.

14.3.2 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.

14.3.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

14.3.4 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 Community Completion Date) and Association.

14.4 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.

14.5 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.

14.6 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 with the then current governmental regulation(s).

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

14.8 Cost of Insurance. 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. Notwithstanding the foregoing or any other provisions in this Declaration, expenses incurred during the guarantee period which result from a natural disaster or an act of God occurring during such guarantee period, which are not covered by proceeds from insurance maintained by Association (*i.e.*, the costs of any deductible, the costs incurred which are in excess of the Association's coverage, etc.), shall not be Operating Costs (and as such, are not part of the Developer's deficit funding obligation under its guarantee, if any) and may be charged as a Special Assessment against all Owners of record as of the date that the Special Assessment is assessed.

15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in Estates at The Strand at Indian River Shores shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

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

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

15.1.3 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305 of the Florida Statutes, as amended from time to time.

15.1.4 The right 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.

15.1.5 The right of Developer, Lennar 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 Community Completion Date without prior written consent of Developer.

15.1.6 The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

15.1.7 The perpetual right of Developer and Lennar to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer and Lennar unfettered access, ingress and egress to the Common Areas so that Developer, Lennar and/or their agents can perform all tests and inspections deemed necessary by Developer or Lennar. Developer or Lennar shall have the right to make all repairs and replacements deemed necessary by Developer or Lennar, if applicable. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer or Lennar relative to any portion of the Common Areas.

15.1.8 The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

15.1.9 The rights of Developer, Master Developer, Lennar, Master Association and/or Association regarding Estates at The Strand at Indian River Shores as reserved in this Declaration, including, without limitation, the right to utilize the same and to grant use rights, etc. to others.

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

15.1.11 An Owner relinquishes use of the Common Areas at any time that a Home is leased to a Tenant.

15.1.12 The right of Association to evict occupants, tenants, guests and invitees as provided in this Declaration.

15.2 Ingress and Egress. An easement for ingress and egress is hereby created for 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, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

15.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer and Lennar reserve an easement for themselves, their nominees, and any other Builders that have received a partial assignment of Developer rights, over, upon, across, and under Estates at The Strand at Indian River Shores as may be required in connection with the development of Estates at The Strand at Indian River Shores, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of Estates at The Strand at Indian River Shores. Without limiting the foregoing, Developer specifically reserves for itself, its nominees, and Builders that have received a partial assignment of Developer rights, the right to use all paved roads and rights of way within Estates at The Strand at Indian River Shores for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer and Lennar 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 or Lennar be

obligated to pay any amount to Association on account of Developer or Lennar's use of the Common Areas for construction purposes. Developer intends to use, and expects that Lennar will also use, the Common Areas for sales of new and used Homes. Further, Developer and Lennar may market other residences and commercial properties located outside of Estates at The Strand at Indian River Shores from Developer's or Lennar's sales facilities located within Estates at The Strand at Indian River Shores. Developer and Lennar shall have the right to use all portions of the Common Areas in connection with their 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 apartments. The easements created by this Section, and the rights reserved herein in favor of Developer and Lennar, shall be construed as broadly as possible and supplement the rights of Developer and Lennar. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any other provision of this Declaration, Developer may non-exclusively assign any or all its rights hereunder to each Builder other than Lennar, subject to the terms of this Declaration respecting Developer assignments.

15.4 Public Easements. County, fire, police, 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. The County shall also have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Estates at The Strand at Indian River Shores.

15.5 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 herein.

15.6 Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

15.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Estates at The Strand at Indian River Shores (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 herein expressed.

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Estates at The Strand at Indian River Shores (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

15.9 Drainage. A non-exclusive easement shall exist in favor of Developer, Association, Master Association and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over, across and upon Estates at The Strand at Indian River Shores for drainage, irrigation and water management purposes and for purposes of installing, repairing, modifying or improving drainage facilities or components. A non-exclusive easement for ingress, egress and access exists as shown on the Plat for such parties to enter upon and over any portion of Estates at The Strand at Indian River Shores (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 Estates at The Strand at Indian River Shores and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through Estates at The Strand at Indian River Shores 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.

15.10 Easement in favor of Association. Association is hereby granted an easement over all of Estates at The Strand at Indian River Shores, including all Homes and Lots, for the purpose of (a) constructing, maintaining, replacing and operating all Common Areas, including, but not limited to, perimeter walls and fences, and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

15.11 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

## 16. Assessments.

16.1 Types of Assessments. Each Owner, 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 shall pay Assessments. So long as Developer deficit funds Association, Developer shall not be obligated to pay Assessments. Each Builder shall pay

pursuant to a Builder budget to be prepared by Developer such portion of Operating Costs or Assessments which benefits any Lot or Parcel owned by such Builder. 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. Master Developer, Developer and Builders acknowledge and agree that no Builder shall be obligated to pay more than a total amount of One Hundred Dollars (\$100) per month for each Lot owned by such Builder in connection with its obligations to Association and Master Association. The statutory rights afforded to Association including, without limitation, the right of Association to file liens, bring actions for foreclosure and/or the right of Association to accelerate the amount of Assessments due upon non-payment of Assessments, shall also apply to Assessments (or portions of Operating Costs) owed by Builders with respect to Homes and/or Lots owned by such Builders. Additionally, all legal fees, late fees, interest and attorneys' fees and costs relating to the collection of Assessments from Builders shall be fully recoverable by Association against Builders.

16.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, 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:

16.2.1 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 (hereinafter "Installment Assessments");

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

16.2.3 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 (hereinafter "Use Fees");

16.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. 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 (hereinafter "Reserves"). 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. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

16.2.5 Assessments for which one or more Owners (but less than all Owners) or Builders within Estates at The Strand at Indian River Shores is subject ("Individual Assessments") such as costs of special services provided to a Home, Lot 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, Builder, Lot or Home. By way of example, and not of limitation, 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. 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 Estates at The Strand at Indian River Shores that Association perform any other obligation of an Owner or Builder under this Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

16.3 Designation. The designation of Assessment type shall be made by Association. Prior to the Community 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.

16.4 Allocation of Operating Costs.

16.4.1 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.

16.4.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Installment Assessments shall be allocated so that each Owner shall pay his 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 Homes in Estates at The Strand at Indian River Shores conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer.

16.4.3 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 on 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 herein).

16.4.4 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.

16.5 General Assessments Allocation. Except as hereinafter specified to the contrary, Installment Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

16.6 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.

16.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot 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.

16.8 Deficit Funding, Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, the total number of Homes to be included in Estates at The Strand at Indian River Shores, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year (as determined in Developer's discretion), it is possible that Association may collect more or less than the amount budgeted for Operating Costs. At any time (and from time to time) prior to and including the Turnover Date, Developer shall have the option ("**Developer's Option**") to either (i) fund all or any portion of the shortfall in Installment Assessments not raised by virtue of all Installment Assessments due from Owners and other income produced by Association pursuant to Section 16.8.1 of the Declaration or (ii) to pay Installment Assessments on Homes or Lots owned by Developer. In the event that Developer elects to fund all or a portion of the shortfall in Installment Assessments, as stated above, Developer shall have no obligation to fund bad debt expenses relating to the payment of Assessments including, without limitation, estimates for bad debt allowance and actual write-offs of Owner balances. If Developer has cumulatively overfunded Operating Costs and/or prepaid expenses of Association including, but not limited to, loaning Association uncollected Assessments due from Owners which are not timely paid, Association shall refund such amounts to Developer immediately upon such prepaid or loaned amounts being received by Association (through legal collection efforts or otherwise), but in no event later than the Turnover Date or as soon as possible thereafter (e.g. once the amount is finally determined), or, in Developer's sole and absolute discretion, pursuant to terms and conditions (e.g., payment plan) approved by Developer. 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 or Lots owned by Developer, (ii) pay Special Assessments, management fees or Reserves, or (iii) pay amounts due from, but not paid by, Owners, as referenced above. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

16.8.1 Separate from and without limiting Developer's Option under Section 16.8 of the Declaration, Developer shall be excused from the payment of its share of the Installment 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 Turnover Date or December 31 of the year in which the Declaration is recorded (the "**Guarantee Expiration Date**"), provided that the Installment Assessments for Operating Costs equally imposed on each Owner other than Developer shall not increase during such period over \$1,000.00 per month and provided further that Developer shall be obligated to pay any amount of Operating Costs actually incurred during such period and not produced by the Installment Assessments at the guaranteed level receivable from Owners and all other income. The period that Developer is excused from the payment of the share of Installment Assessments relating to Homes it is offering for sale may be unilaterally extended by Developer for one or more successive periods of three months each.

22.8.2 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 (e.g. including, without limitation, pre-paid amounts, deposits for utilities, Developer's funding of delinquent Installment Assessments, or portion thereof, not paid by Owners, etc.) than required under this Section, then any such excess shall be promptly refunded to the Developer by Association.

22.8.3 If Developer elects to loan funds to Association for any purpose including, but not limited to, covering uncollected Assessments due from Owners which are not timely paid, Developer may, but shall have no obligation to, require the Association to sign a promissory note. Notwithstanding the foregoing, irrespective of whether a promissory note exists with respect to any loan to Association by Developer, Association shall be liable to Developer for all amounts loaned.

16.9 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. Thereafter, the annual budget respecting Operating Costs 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 some portion of Assessments as per the Builder budget for each Lot owned by such Builder commencing from the date the Builder obtained title to such Lot. Developer and Master Developer agree that the total amount due from a Builder in connection with each Lot owned by such Builder pursuant to the Master Developer's Builder budget and Developer's Builder budget may not exceed a total of One Hundred Dollars (\$100) per month. 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 (or any applicable portion thereof) 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.

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

16.10.1 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 and 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).

16.10.2 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. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

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

16.11 Resale Contribution. Association may establish a resale contribution ("**Resale Contribution**"). There shall be collected upon every conveyance of ownership interest in a Home by an Owner other than Developer or Builders an amount payable to Association. The Resale Contribution shall not be applicable to conveyances from Developer or Builder. After the Home has been conveyed by Developer or a Builder there shall be a recurring assessment payable to Association upon all succeeding conveyances of a Home. The amount of Resale Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Homes shall be assessed a uniform amount.

16.12 Assessment Estoppel Certificates. No Owner or Builder shall sell or convey its interest in a Lot unless all sums due Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Builder or Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner and Builder. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within fifteen (15) days of a written request therefor, there shall be furnished to an Owner or Builder an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners or Builders who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner or Builder requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner and Builder waives its rights (if any) to an accounting related to Operating Costs or Assessments.

16.13 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.

16.14 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 Lot, Home or Parcel, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings, including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Lot, Home or Parcel and all personal property located thereon owned by the Owner or Builder against whom each such Assessment is made. This Declaration shall serve as record notice and perfection of the lien for Assessments. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, Home or Parcel, name of the Owner or Builder, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. 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 at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner or Builder of the Lot, Home or Parcel at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

16.15 Subordination of Lien to Mortgages. The lien for Assessments shall be a lien superior to all other liens save and except tax liens, and, except as set forth in this Section, mortgage liens, provided such mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. An acquirer of title to a Lot, whether by foreclosure, deed in lieu of foreclosure, or otherwise, shall be liable for all unpaid Assessments,



interest, late fees and reasonable attorney's fees and costs incurred by Association in the collection of unpaid amounts that became due prior to such acquirer's acquisition. Notwithstanding the foregoing, with respect to a Lender or its successor or assignees who acquire title to a Lot by foreclosure or by deed in lieu of foreclosure, such Lender's liability respecting the unpaid Assessments (but not late fees, interest or reasonable attorney's fees or costs incurred by Association in the collection of unpaid amounts) that became due prior to the Lender's acquisition of title shall be limited to the lesser of: (i) the Lot's unpaid 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 yet been received by Association; or (ii) one percent (1%) of the original mortgage debt. The limitations on Lender liability provided in this Section apply only if the Lender filed suit against the Owner and initially (and not through amendment or re-foreclosure) joined Association as a defendant in the Lender's foreclosure action when such action was first filed with a court. Joinder of Association is not required if, on the date the complaint is filed, Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the Lender. In addition to the foregoing, any acquirer of title to a Lot including, without limitation, a Lender or other third party, shall be liable for all late fees and interest charged against the former Owner of the Lot and all reasonable attorney's fees and costs incurred by Association in collection efforts against the former Owner of the Lot. Unless specifically provided otherwise by Association in writing from time to time and in its sole and absolute discretion, late fees, interest and reasonable attorney's fees and costs shall not be considered Assessments as that term is used in this Section. The Lender or its successor or assignees acquiring title to a Lot shall pay all of the foregoing amounts owed including, but not limited to, Assessments (as the same may be limited above), late fees, interest, attorneys fees and costs owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount due when due shall entitle Association to record a claim of lien against the Lot and proceed in the same manner as provided in this Declaration for the collection of unpaid Assessments and other amounts. The provisions of this Section shall not be available to shield a Lender from liability for Assessments and other amounts in any case where the unpaid Assessments and other amounts sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage. Additionally, in order to be afforded the limitations of liability for Lenders included in this Section, a Lender must give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to the Assessments payable by such Owner with appropriate interest. Any unpaid Assessments for which an acquirer of title is not liable (*i.e.*, where a Lender takes title to a Lot, any past due Assessment amounts which exceed the lesser of 12 months of Assessments or one percent (1%) of the original mortgage debt) may be reallocated and assessed to all Owners (including such acquirer of title) as part of Operating Costs included within Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the acquiring party from liability for, nor the Lot from the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than a foreclosure.

16.16 Survival of the Association's Lien. To the extent that the Association forecloses upon its lien, as permitted by Florida law and the Association Documents, and becomes the owner of record title to a Home or Lot, the Association's lien shall survive foreclosure, and all amounts due in connection with the Association's foreclosure including, but not limited to, past due Assessments, late fees, interest, attorneys fees and costs shall be the joint and several liability of the Owner that was foreclosed by the Association and the Owner that takes title to the Home or Lot after the Association, and the Association shall have no liability for the same.

16.17 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.

16.18 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), together with 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, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner or Builder personally obligated to pay the same, and/or foreclose the lien against the Home, or both. 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. To the extent permitted by Florida law, the lien granted to Association may be established and foreclosed in the Circuit Court in and for County, and in any suit for the foreclosure of such lien, Association shall be entitled to seek an order of court that it is entitled to (i) collect a reasonable rent from the Owner, if the Owner remains in possession of a Home after a judgment of foreclosure is entered and (ii) obtain the appointment of a receiver for such Home to collect the rent if the Home is leased or rented during the pendency of the foreclosure action. 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, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

16.19 Exemption. Notwithstanding anything to the contrary herein, neither Developer, nor any Home or property owned by Developer shall (unless specified to the contrary by Developer in a separate written instrument) be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer, at Developer's sole option, may pay Assessments on Homes owned by it, or fund the deficit, if any, as set forth in Section 16.8 herein. In addition, the Board shall have the right to exempt any portion of Estates at The Strand at Indian River Shores subject to this Declaration from the Assessments, provided that such portion of Estates at The Strand at Indian River Shores exempted is used (and as long as it is used) for any of the following purposes:

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

16.19.2 Any real property interest held by a Telecommunications Provider;

16.19.3 Any of Estates at The Strand at Indian River Shores exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration;

16.19.4 Any Common Areas; and

16.19.5 Any Master Association Common Areas.

16.20 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 and paraprofessional fees, 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, pre-trial and at all levels of proceedings, including appeals.

16.21 Collection of Master Assessments by Association. All assessments due to Master Association ("Master Assessments") shall be paid by each Owner directly to Master Association separate from any Assessments then due to Association. Any collection proceedings for an Owner's failure to pay Master Assessments shall be the sole responsibility of Master Association. Each Owner shall be responsible to pay all Master Assessments to Master Association on time and in full regardless of any other Association Assessments due. Notwithstanding the foregoing, Master Association shall have the right, in its discretion, to require the Association to collect Master Assessments. To the extent Master Association requires the Association to collect Master Assessments, such requirement shall remain in full force and effect until Master Association notifies Association otherwise, at which time Owners shall then be obligated to pay Master Assessments directly to Master Association as initially set forth in this Section. Upon notice to Association by Master Association, Association shall be responsible for immediately notifying each Owner to pay his or her Master Assessments to Association directly. Association shall thereafter be required to remit a lump sum payment to Master Association in the full amount of all Master Assessments and other amounts due to Master Association on a monthly basis (whether the same are received or collected from Owners by Association or not) together with a record of those Owners who did and did not pay, and Association shall then diligently collect any unpaid and/or delinquent Master Assessments not paid by Owners to the Association, and shall have all of the rights respecting such collection efforts which are afforded to the Master Association pursuant to the terms of the Master Declaration, as well as any and all rights afforded to Association under its governing documents and/or Florida law, as the same may be amended from time to time. In the event that Association fails to pay Master Association the full amount of Master Assessments and other amounts which are due in any given month, interest at the highest rate permitted by Florida law shall accrue until payment is made in full, and Master Association may charge Association a late fee of twenty-five dollars (\$25.00) for each Home that Association fails to remit Master Assessments for in a given month. In addition to the foregoing, to the extent Association fails to pay Master Association in full in any given month, Master Association shall be entitled to pursue all available remedies at law or in equity against Association and/or Owners in order to recover any unpaid amounts, and shall be entitled to recover all costs respecting any such legal action including, without limitation, all attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals. Nothing herein shall affect or limit the rights of Master Association to exercise any of the rights afforded to the Master Association under the Master Declaration including, but not limited to, the Master Association's right to lien and foreclose upon Owners who fail to pay Master Assessments. In the event of any ambiguity or dispute in connection with the interpretation of this Section, Master Association's interpretation shall control.

16.22 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. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

16.23 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 given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

## 17. Information to Lenders and Owners.

17.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

17.2 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.

17.3 Notice. Upon written request 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:

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

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

17.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

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

18. Architectural Control. In addition to the architectural control provisions in the Master Declaration including, without limitation, the provisions relating to the activation of the Master ACC, the following provisions govern Estates at The Strand at Indian River Shores..

18.1 Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Estates at The Strand at Indian River Shores. The ACC 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 ACC shall have the right to form subcommittees to review ACC applications. The ACC shall oversee such subcommittees and shall take precedence over any decision made by such subcommittees. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC 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 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 ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC. The ACC shall enforce Estates at The Strand at Indian River Shores Standards as well as the Master Community Standards.

18.2 Membership. There is no requirement that any member of the ACC be an Owner or a member of Association.

18.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Estates at The Strand at Indian River Shores. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Estates at The Strand at Indian River Shores by Owners other than Developer. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC 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 Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.

18.4 Master Plan. Developer has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Master 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 MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING ESTATES AT THE STRAND AT INDIAN RIVER SHORES. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW ESTATES AT THE STRAND AT INDIAN RIVER SHORES 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.

18.5 Community Standards. . Each Owner, Builder and its/their contractors and employees shall observe, and comply with, the Community Standards attached to this Declaration as the same may hereafter be promulgated or revised by the ACC and approved by the Board of Association from time to time. The Community 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 set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve, adopt and amend the Community Standards, which approval, shall be subject to Lennar's prior written consent.

18.6 Quorum. A majority of the ACC 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 ACC. In lieu of a meeting, the ACC may act in writing.

18.7 Power and Duties of the ACC. No improvements shall be constructed on any portion of Estates at The Strand at Indian River Shores, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Estates at The Strand at Indian River Shores, 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 ACC.

18.8 Procedure. In order to obtain the approval of the ACC, each Owner and Builder shall observe the following:

18.8.1 Each Owner and Builder shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the Owner or Builder shall, if requested, submit to the ACC, 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 ACC.

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

18.8.3 No later than forty-five (45) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC'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 ACC 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 ACC fails to respond within such forty-five (45) day period, the plans and specifications shall be deemed disapproved by the ACC.

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

18.8.5 In the event that the ACC disapproves any plans and specifications, the Owner or Builder may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than forty-five (45) days after such meeting. In the event the ACC fails to provide such written decision within such forty-five (45) days, the plans and specifications shall be deemed disapproved.

18.8.6 Upon disapproval, the applicant may appeal the decision of the ACC to the Board within forty-five (45) days of the ACC's written review and disapproval. Review by the Board shall take place no later than forty-five (45) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within forty-five (45) days after receipt of request for such meeting, then the plans and specifications shall be deemed denied. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within such sixty (60) days after such meeting, such plans and specifications shall be deemed denied. The decision of the ACC, or if appealed, the Board of Association, shall be final and binding upon the Owner, his/her heirs, legal representatives, successors and assigns.

18.9 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 ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

18.10 Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

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

18.12 Construction by Owners and Builders. The following provisions govern construction activities by Owners and Builders after consent of the ACC has been obtained:

18.12.1 Each Owner and Builder shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner or Builder. Each construction site in Estates at The Strand at Indian River Shores 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 Estates at The Strand at Indian River Shores shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Estates at The Strand at Indian River Shores and no construction materials shall be stored in Estates at The Strand at Indian River Shores subject, however, to such conditions and requirements as may be promulgated by the ACC. 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 Estates at The Strand at Indian River Shores 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 Community Standards. If a Builder, contractor or Owner shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Builder, Owner or contractor post security with Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

18.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone 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 Estates at The Strand at Indian River Shores as are designated by the ACC for construction activities. The ACC 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 ACC.

18.12.3 Each Owner and Builder is responsible for insuring compliance with all terms and conditions of these provisions and of the Community 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 ACC, 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 ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in Estates at The Strand at Indian River Shores.

18.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within Estates at The Strand at Indian River Shores. Each Owner, Builder and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Estates at The Strand at Indian River Shores and each Owner and Builder shall include the same therein.

18.13 **Inspection.** There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Estates at The Strand at Indian River Shores 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 Community Standards.

18.14 **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 or Builder shall, upon demand of Association or the ACC, 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 or Builder shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

18.15 **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 ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, in connection therewith.

18.16 **Certificate.** In the event that any Owner or Builder fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC 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.

18.17 **Certificate of Compliance.** If requested by an Owner or Builder, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer or Lennar, or its designees, the Owner or Builder thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner or Builder has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in Section 18.13 herein.

18.18 **Exemption.** Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer, Lennar 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 ACC, Association, or the provisions of the Community Standards.

18.19 **Exculpation.** Developer, Lennar Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of

Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner and Builder agrees, individually and on behalf of his/her heirs, devisees, successors and assigns, and legal and personal representatives by acquiring title to a Lot, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

18.20 Government Approval. Each Owner and Builder acknowledges and agrees that ACC approval, as discussed herein, shall not be deemed to constitute an approval by any governmental authority, nor shall it relieve any Owner or Builder of the obligation to obtain necessary governmental approvals at such Owner's sole cost and expense. Additionally, in the event any governmental authority denies an Owner's or Builder's application for a permit or otherwise in connection with planned alterations or improvements, such denial shall prohibit construction of such improvements (regardless of whether the ACC has previously approved the Builder's or Owner's planned alterations or improvements by certificate or otherwise). By way of example, and not of limitation, irrespective ACC approval, the conversion of garages within Estates at The Strand at Indian River Shores is prohibited pursuant to local government regulations. As such, no garage conversions shall be permitted within Estates at The Strand at Indian River Shores. Decisions of the ACC with respect to architectural control shall be based upon proposed improvements being consistent with the overall aesthetics and master plan of Estates at The Strand at Indian River Shores and such decisions shall not be deemed a waiver of an Owner's or Builder's obligation to comply with state and local codes and/or ordinances. In the event that any Owner or Builder, with or without ACC approval, constructs any improvements or makes any changes to his or her Home without the required governmental permits or approvals, such Owner or Builder shall be solely liable for all fines and/or citations imposed by any governmental authority and shall further bear all costs in connection with the removal, repair or reconstruction of improvements required by such governmental authority. In addition, to the extent an Owner or Builder fails to obtain governmental permits and/or approvals prior to constructing improvements which require the same, or if any governmental entity requires the repair, removal or reconstruction of any improvements, Association shall be permitted to cause such Owner to repair, remove or reconstruct any unapproved improvement at the Owner's sole and absolute cost, and in the event such Owner or Builder fails to remove the same within a reasonable time, Association may, but shall not be obligated to remove the improvement and charge all costs in connection with the same to the Owner as an Individual Assessment. Each Owner and Builder further agrees to remise, release, acquit, satisfy, and forever discharge Developer and Association of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever) in any way related to any construction of any requested improvements due to any defects to the marketability, ability to obtain a loan, and/or insurability of a Home caused therefrom; any encroachment caused by requested improvements; and/or the repair, reconstruction or removal of the improvements as required by any governmental or court action.

19. Master Association. Each Owner, Builder and Lot is subject to the Master Declaration which contains, among other things, architectural review requirements, assessment obligations, and use restrictions.

19.1 Surface Water Management System. Master Association shall maintain the Surface Water Management System. Any lakes within Estates at The Strand at Indian River Shores shall be the maintenance responsibility of the Master Association.

19.2 Master Association. Without limiting any provision of the Master Declaration, the Master Association and their agents, employees, and managers, shall be deemed to have easements of ingress and egress in, over, and across the Common Areas for all reasonable purposes including, without limitation, such easements required for maintenance of the lake and canal banks and slopes for Estates at The Strand at Indian River Shores, if any, and the entry and boundary signs.

19.3 Priority of Master Association Lien. A Claim of Lien for Assessments payable to the Master Association shall be superior to a Claim of Lien for Assessments due to Association.

20. Owners Liability.

20.1 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 that in any way affect the loop irrigation system, 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. In addition, the Owner shall be obligated to obtain the prior written approval of 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. Any damages to the Home resulting from an Owner's failure to comply with the terms set forth herein shall be the sole responsibility of such Owner and Developer 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 ACC as set forth in this Declaration and/or the Community Standards. If an Improvement is approved to be installed, then a five (5) foot gate must also be installed. Before the ACC 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 ACC to approve the Improvement installation, a letter or other evidence by a professional irrigation company must be given to the ACC at least ten (10) days before the Improvement installation stating that the effectiveness of Estates at The Strand at Indian River Shores' 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 herein, 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 Community Standards.

20.2 Violations. Should any Owner do any of the following:

20.2.1 Fail to comply with any provision or requirement contained in the Association Documents;

20.2.2 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SJRWMD; or

20.2.3 Cause any damage to any improvement or Common Areas; or

20.2.4 Impede Developer, Lennar or Association from exercising its rights or performing its responsibilities hereunder; or

20.2.5 Undertake unauthorized improvements or modifications to a Home or the Common Areas; or

20.2.6 Impede Developer or Lennar from proceeding with or completing the development of Estates at The Strand at Indian River Shores, as the case may be;

then, Developer, Lennar 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, the 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, remove 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, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

20.3 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:

20.3.1 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

20.3.2 Commence an action to recover damages; and/or

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

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

20.5 No Waiver. The failure 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.

20.6 Rights Cumulative. All rights, remedies, and privileges granted to SJRWMD, Developer, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community 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.

20.7 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by the Developer and/or, where applicable, Association and/or Owners, by any procedure at law or in equity against any person violating or attempting to violate any provision herein to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community 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 Community Standards.

20.8 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and/or common services including, but not limited to, cable services and/or other services which are paid through Common Expenses, 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, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SJRWMD.

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

20.8.2 Unless otherwise permitted by Florida law, fines or suspensions may not be imposed by the Board without notice of at least fourteen (14) days 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 committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Violations Committee does not by a majority vote confirm a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

20.8.3 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.

20.8.4 To the extent the Violations Committee confirms the fine to be levied by the Board, the Board may impose Individual Assessments against the Owner 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 Board may fine an Owner, tenant, guest or invitee. 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.

20.9 Right of Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any Home or any portion of Estates at The Strand at Indian River Shores, other than an Owner and the members of his/her immediate family permanently residing with him/her in the Home, if such person shall violate any provision of the Association Documents or shall create a nuisance or an unreasonable and continuous source of annoyance to a resident of Estates at The Strand at Indian River Shores in Association's sole discretion, or shall willfully damage or destroy any of the Common Areas or personal property of Association, then upon written notice by Association, such person shall be required to immediately leave Estates at The Strand at Indian River Shores and if such person does not do so, Association shall be authorized to commence an action to evict such tenant or compel such person to leave Estates at The Strand at Indian River Shores and, where necessary, to enjoin such person from returning. Any expense incurred by Association in connection with any such action, including, without limitation, attorneys' fees, shall be charged by Association to the applicable Owner of such Home as an Individual Assessment.

## 21. Additional Rights of Developer.

21.1 Sales Office and Administrative Offices. For so long as Developer and/or Lennar and/or their respective assigns own any property in Estates at The Strand at Indian River Shores, is affected by this Declaration, or maintains a sales office or administrative office within Estates at The Strand at Indian River Shores, Developer and Lennar shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of Estates at The Strand at Indian River Shores and sales and re-sales of Homes and/or other properties owned by Developer, Lennar or others outside of Estates at The Strand at Indian River Shores. 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 Estates at The Strand at Indian River Shores, 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 and Lennar. Developer and Lennar shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder in accordance with the terms and provisions of this Declaration respecting assignment of Developer rights. The rights reserved hereunder shall extend beyond the Community Completion Date.

21.2 Modification. The development and marketing of Estates at The Strand at Indian River Shores will continue as deemed appropriate in Developer's and Lennar's discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Estates at The Strand at Indian River Shores to, as an example and not a limitation, amend a Plat and/or the Master 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, Lennar, or their agents, affiliates, or assignees may deem necessary or appropriate. Association, Builders and Owners shall, at the request of Developer or Lennar, execute and deliver any and all documents and instruments which Developer or Lennar deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.



21.3 Promotional Events. Prior to the Community Completion Date, Developer, Lennar, and their assigns shall have the right, at any time, to hold marketing, special and/or promotional events within Estates at The Strand at Indian River Shores and/or on the Common Areas, without any charge for use. Developer, Lennar, and their agents, affiliates, or assignees (i.e., including Builders that receive an assignment of some or all of the Developer's rights) shall have the right to market Estates at The Strand at Indian River Shores and Homes in advertisements and other media by making reference to Estates at The Strand at Indian River Shores, including, but not limited to, pictures or drawings of Estates at The Strand at Indian River Shores, Common Areas, and Homes constructed in Estates at The Strand at Indian River Shores. All logos, trademarks, and designs used in connection with Estates at The Strand at Indian River Shores are the property of Developer or Lennar, as applicable, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer or Lennar, as applicable. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

21.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Developer and each Builder 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 Estates at The Strand at Indian River Shores.

21.5 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.

21.6 Management. Developer may manage the Common Areas by contract with Association. Developer may contract with a third party ("Manager") for management of Association and the Common Areas.

21.7 Easements. Until the Community Completion Date, and subject to the prior consent of Lennar, which consent shall not be unreasonably withheld, 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 Estates at The Strand at Indian River Shores 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 Estates at The Strand at Indian River Shores so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of Estates at The Strand at Indian River Shores. 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 Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

21.8 Right to Enforce. Developer and Lennar have the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so

21.9 Additional Development. If Developer withdraws portions of Estates at The Strand at Indian River Shores 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.

21.10 Representations. Developer makes no representations concerning development both within and outside the boundaries of Estates at The Strand at Indian River Shores including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes or Lots and buildings in all other proposed forms of ownership and/or other improvements on Estates at The Strand at Indian River Shores or in Estates at The Strand at Indian River Shores or adjacent to or near Estates at The Strand at Indian River Shores, 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.

21.11 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, NEITHER ASSOCIATION, DEVELOPER, MASTER DEVELOPER, MASTER ASSOCIATION, ANY BUILDERS NOR ANY NEIGHBORHOOD ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH OR

WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF ESTATES AT THE STRAND AT INDIAN RIVER SHORES 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:

21.11.1 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 ESTATES AT THE STRAND AT INDIAN RIVER SHORES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF ESTATES AT THE STRAND AT INDIAN RIVER SHORES AND THE VALUE THEREOF; AND

21.11.2 DEVELOPER, MASTER DEVELOPER, MASTER ASSOCIATION AND ASSOCIATION ARE NOT EMPOWERED, AND HAVE NOT BEEN CREATED, TO ACT AS AGENCIES WHICH ENFORCE OR ENSURE THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR INDIAN RIVER COUNTY OR PREVENT TORTIOUS ACTIVITIES. NEITHER DEVELOPER, MASTER DEVELOPER, MASTER ASSOCIATION, ANY BUILDER, NOR ASSOCIATION SHALL BE LIABLE FOR THE UNLAWFUL OR UNDESIRABLE ACTIONS OR INACTIONS OF OWNERS OR THEIR RESPECTIVE FAMILIES, TENANTS, GUESTS, INVITEES OR ANY OTHER OCCUPANTS OF HOMES WITHIN ESTATES AT THE STRAND AT INDIAN RIVER SHORES AND SHALL FURTHER HAVE NO OBLIGATION TO TAKE ANY AFFIRMATIVE ACTION NOT SPECIFICALLY SET FORTH IN THIS DECLARATION IN ORDER TO STOP, ENJOIN OR PREVENT ANY SUCH ACTIONS BY ANY OWNER OR THEIR FAMILIES, TENANTS, GUESTS, INVITEES OR ANY OTHER OCCUPANTS OF HOMES WITHIN ESTATES AT THE STRAND AT INDIAN RIVER SHORES; AND

21.11.3 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 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 LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF ESTATES AT THE STRAND AT INDIAN RIVER SHORES (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).

21.12 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.

21.13 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 INDIAN RIVER COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN INDIAN RIVER COUNTY, FLORIDA AND EACH HOME IS LOCATED IN INDIAN RIVER COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN INDIAN RIVER COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN INDIAN RIVER COUNTY, FLORIDA.

21.14 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 ESTATES AT THE STRAND AT INDIAN RIVER SHORES 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 HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

21.15 Access Control System. Developer or Lennar may, but shall not be obligated to, install a tele-entry system or other gated access system at the entrance to Estates at The Strand at Indian River Shores. Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for Estates at The Strand at Indian River Shores. Prior to the Community Completion Date, all contracts for Access Control Systems shall be subject to the prior written approval of Developer. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. Each and every owner and the occupant of each Home acknowledges that Developer, Association, and their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any casualty or intrusion into a Home.

21.16 Lennar's Right to Control Access. Notwithstanding anything to the contrary in this Declaration, prior to the Community Completion Date, Lennar shall have the unilateral right to control the operation of the community gates, if any, and the same shall remain open during normal business hours or as otherwise determined in the sole and absolute discretion of Lennar.

## 22. Telecommunications Services.

22.1 Right to Contract for Telecommunications Services. Subject to the rights of Master 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 portion of Estates at The Strand at Indian River Shores. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. The rights of Association hereunder are subordinate to those of Master Association under the Master Declaration. Owners may enter into one or more contracts for the provision of one or more Telecommunication Services for his/her Home. 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 Estates at The Strand at Indian River Shores as agreed, from time to time, between the Telecommunications Provider and Developer.

22.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider providing Telecommunications Services to all or a portion of Estates at The Strand at Indian River Shores pursuant to an agreement between Association or Owner and such Telecommunications Provider, a perpetual right, privilege, easement and right-of-way across, over, under and upon Estates at The Strand at Indian River Shores 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 Estates at The Strand at Indian River Shores for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Systems are to serve all of Estates at The Strand at Indian River Shores, then the cost of the Telecommunications Services may be Operating Costs of Association and shall be assessed as a part of the Assessments.

22.3 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 complete such restoration within ten (10) days after receiving written notice from Association of such failure shall vest in Association, subject to the rights of Master 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, subject to the rights of Master Association, 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 ten (10) days of delivery to Telecommunications Provider of Association's invoice therefor. 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 Wachovia National Bank 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 may be provided in a contract between Association and a Telecommunications Provider.

22.4 Operating Costs. 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. 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.

23. 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.

24. 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.

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

25.1 Transfers Subject to Approval.

25.1.1 Lease. No Owner may transfer possession of a Home or any interest therein by lease for any period without approval of Association. The renewal of any lease, including any lease previously approved by Association under this Section 25, shall be re-submitted for approval by Association. No Owner may transfer possession of a Home or any interest therein by lease 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 until such time as the Owner is current in payment of such Assessments. Each Owner is solely responsible to obtain all required permits relating to leasing property from all applicable governmental authorities having jurisdiction. To the extent that an Owner fails to obtain all required permits and or consents from local and/or governmental authorities, any and all Association approvals shall be deemed withdrawn.

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

25.2.1 Notice to Association.

25.2.1.1 Lease. An Owner intending to make a bona fide lease of his or her 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 notice pursuant to a form approved by Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

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

25.2.1.3 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 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 therefor.

25.2.2 Certificate of Approval.

25.2.2.1 Lease. If the proposed transaction is a lease then, within thirty (30) days after receipt of such notice and information, 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.

25.3 Disapproval by Association. 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:

25.3.1 Lease. In the event the Board disapproves of a transfer of possession of a Home by lease, then the Owner may not lease the Home to the intended lessee for whom the Owner sought approval.

25.4 Unauthorized Transactions. Any lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by Association.

25.5 Notice of Lien or Suit.

25.5.1 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.

25.5.2 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.

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

26. General Provisions.

26.1 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.

26.2 Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation.

26.3 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.

26.4 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.

26.5 Execution of Documents. Developer's plan of development for Estates at The Strand at Indian River Shores (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, at any time prior to or following the Turnover Date, 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 Estates at The Strand at Indian River Shores, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to Estates at The Strand at Indian River Shores or any portion(s) thereof.

26.6 Letter(s) of Credit. During the development of Estates at The Strand at Indian River Shores, Developer may be required to obtain a letter of credit in connection with or as security for matters relating to Association including, without limitation, the Association's maintenance obligations. From and after the Turnover Date, Association agrees that it shall indemnify and be liable to Developer for any amounts drawn or due from any such letter(s) of credit which result from the Association's failure to act in accordance with the terms of this Declaration, any applicable law, ordinance or requirement of any governmental agency. In addition to the foregoing, Association agrees that immediately following the Turnover Date, the Association shall take all measures necessary to reimburse Developer for all amounts expended in connection with the letter of credit, remove Developer from the letter of credit, and add Association as the responsible party under the letter of credit.

26.7 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.

26.8 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.

26.9 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF ESTATES AT THE STRAND AT INDIAN RIVER SHORES ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO ESTATES AT THE STRAND AT INDIAN RIVER SHORES. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF ESTATES AT THE STRAND AT INDIAN RIVER SHORES, 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 ESTATES AT THE STRAND AT INDIAN RIVER SHORES 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 ESTATES AT THE STRAND AT INDIAN RIVER SHORES HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

26.10 Neighborhood Title Documents. Each Owner by acceptance of a deed to a Lot or Home acknowledges that such home is subject to certain land use and title documents and all amendments thereto, which include among other items, the documents listed below, the title documents identified in each Owner's title policy, as well as the Master Declaration, the Plat and those items identified in the Master Declaration, Plat and this Declaration (collectively, the "Neighborhood Title Documents"):

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Developer's plan of development for Estates at The Strand at Indian River Shores may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE 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 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 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 Title Documents. Without limiting the foregoing, upon the Community Completion Date, Association shall assume all of the obligations of Developer under the 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.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 1st day of April, 2019.

WITNESSES:

[Signature]  
 Print Name: Jonathan Riley  
[Signature]  
 Print Name: Daniel Williams

THE STRAND AT INDIAN RIVER SHORES, LLC, a Florida limited liability company

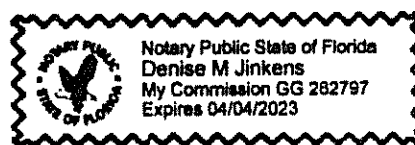
By: [Signature]  
 Name: Michael Patten  
 Title: VP of American Land Partners Inc. Manager of The Strand at Indian River Shores LLC (SEAL)

STATE OF FLORIDA )  
 COUNTY OF Collier ) SS.:

The foregoing instrument was acknowledged before me this 1st day of April, 2019 by Michael Patten as VP of THE STRAND AT INDIAN RIVER SHORES, LLC, a Florida limited liability company, who is personally known to me or who produced [Signature] as identification, on behalf of the company.

My commission expires: 4/4/2023

[Signature]  
 NOTARY PUBLIC, State of Florida at Large  
 Print Name: Denise M. Jinkens





JOINDER

THE STRAND AT INDIAN RIVER SHORES MASTER, INC.

THE STRAND AT INDIAN RIVER SHORES MASTER, INC. ("Association") does hereby join in the Declaration for Estates at The Strand at Indian River Shores ("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 agrees that this joinder is for convenience only and not to the effectiveness of this Declaration as Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 1st day of April, 2019.

WITNESSES:

THE STRAND AT INDIAN RIVER SHORES  
MASTER ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Jonathan Riley  
[Signature]  
Print Name: Daniel Williams

By: [Signature]  
Name: Katherine Dobbins  
Title: President

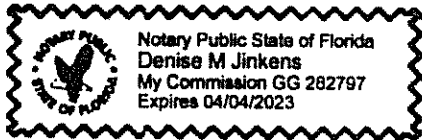
{SEAL}

STATE OF FLORIDA )  
 )  
COUNTY OF Collier ) SS.:

The foregoing instrument was acknowledged before me this 1st day of April, 2019 by Katherine Dobbins as President of THE STRAND AT INDIAN RIVER SHORES MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires: 4/4/2023

[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Denise M. Jinkens



JOINER

ESTATES AT THE STRAND AT INDIAN RIVER SHORES NEIGHBORHOOD ASSOCIATION, INC.

ESTATES AT THE STRAND AT INDIAN RIVER SHORES NEIGHBORHOOD ASSOCIATION, INC. ("Association") does hereby join in the Declaration for Estates at The Strand at Indian River Shores ("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 agrees that this joinder is for convenience only and not to the effectiveness of this Declaration as Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 1st day of April, 2019.

WITNESSES:

ESTATES AT THE STRAND AT INDIAN RIVER SHORES NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Jonathan Riley  
[Signature]  
Print Name: Daniel Williams

By: [Signature]  
Name: Katherine Dobbins  
Title: President

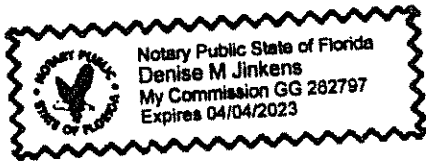
{SEAL}

STATE OF FLORIDA )  
COUNTY OF Collier ) SS.:

The foregoing instrument was acknowledged before me this 1st day of April, 2019 by Katherine Dobbins, as President of ESTATES AT THE STRAND AT INDIAN RIVER SHORES NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires: 4/4/2023

[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Denise M. Jinkens



CONSENT TO DECLARATION FOR  
THE ESTATES AT THE STRAND AT INDIAN RIVER SHORES

PATTEN FAMILY FINANCE, LLC, a Delaware limited liability company ("**Lender**"), the assignee and holder of that certain Mortgage (the "**Mortgage**") recorded in Official Records Book 3037, at Page 892, of the Public Records of Indian River County, Florida, as assigned by that certain Assignment of Mortgage recorded in Official Records Book 3091, at Page 841 of the Public Records of Indian River County, Florida, which encumbers all or a portion of the real property described in **Exhibit 1** to the Declaration for Estates at The Strand at Indian River Shores (the "**Declaration**") to which this Consent is attached, does hereby consent to the Declaration, and acknowledges that the terms thereof shall be covenants running with the land and shall be binding upon the undersigned and its successors and assigns, and agrees that the liens and charges of such Mortgage shall be, and are hereby made subordinate and junior to the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 1<sup>st</sup> day of April, 2019.

WITNESSES:

PATTEN FAMILY FINANCE, a Delaware limited liability company

Stephen Wivins  
Print Name: \_\_\_\_\_  
Robert Selowitz  
Print Name: \_\_\_\_\_

By: Alan C. Murray  
Name: ALAN C. MURRAY  
Title: TRUSTEE, HONORARY SHARE PATTEN TRUST TWO MANAGER

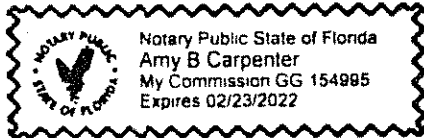
[SEAL]

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS.:

The foregoing instrument was acknowledged before me this 1 day of April, 2019 by ALAN C. MURRAY, as MANAGER of PATTEN FAMILY FINANCE, a Delaware limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

Amy B Carpenter  
NOTARY PUBLIC, State of Florida & Large  
Print Name: Amy B. Carpenter



CONSENT TO DECLARATION FOR  
THE ESTATES AT THE STRAND AT INDIAN RIVER SHORES

PATTEN FAMILY FINANCE, LLC, a Delaware limited liability company ("Lender"), the assignee and holder of that certain Mortgage (the "Mortgage") recorded in Official Records Book 3037, at Page 892, of the Public Records of Indian River County, Florida, as assigned by that certain Assignment of Mortgage recorded in Official Records Book 3091, at Page 841 of the Public Records of Indian River County, Florida, which encumbers all or a portion of the real property described in Exhibit 1 to the Declaration for Estates at The Strand at Indian River Shores (the "Declaration") to which this Consent is attached, does hereby consent to the Declaration, and acknowledges that the terms thereof shall be covenants running with the land and shall be binding upon the undersigned and its successors and assigns, and agrees that the liens and charges of such Mortgage shall be, and are hereby made subordinate and junior to the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 1<sup>st</sup> day of April 2019.

WITNESSES:

PATTEN FAMILY FINANCE, a Delaware limited liability company

Print Name: Stephen Wehr  
Stephen Wehr  
Print Name: Peter Belmonte

By: [Signature]  
Name: CHRIS BURK  
Title: Trustee of Frank Patten Trust manager

[SEAL]

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS.:

The foregoing instrument was acknowledged before me this 1 day of April, 2019 by Chris Burk, as manager of PATTEN FAMILY FINANCE, a Delaware limited liability company, who is personally known to me or who has produced [Signature] as identification.

My commission expires:

[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Amy B Carpenter



CONSENT TO DECLARATION FOR  
THE ESTATES AT THE STRAND AT INDIAN RIVER SHORES

PATTEN FAMILY FINANCE, LLC, a Delaware limited liability company ("Lender"), the assignee and holder of that certain Mortgage (the "Mortgage") recorded in Official Records Book 3037, at Page 892, of the Public Records of Indian River County, Florida, as assigned by that certain Assignment of Mortgage recorded in Official Records Book 3091, at Page 841 of the Public Records of Indian River County, Florida, which encumbers all or a portion of the real property described in Exhibit I to the Declaration for Estates at The Strand at Indian River Shores (the "Declaration") to which this Consent is attached, does hereby consent to the Declaration, and acknowledges that the terms thereof shall be covenants running with the land and shall be binding upon the undersigned and its successors and assigns, and agrees that the liens and charges of such Mortgage shall be, and are hereby made subordinate and junior to the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 1<sup>st</sup> day of April, 2019.

WITNESSES:

PATTEN FAMILY FINANCE, a Delaware limited liability company

Stephen Navin  
Print Name: \_\_\_\_\_  
Petr Belmonte  
Print Name: \_\_\_\_\_

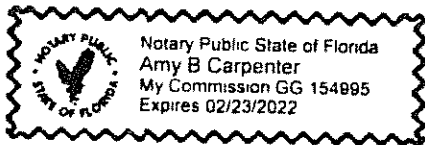
Kathi M  
By: \_\_\_\_\_  
Name: KATHI MOSIER  
Title: TRUSTEE HANNAH SHARI  
PATTEN IRREV TRUST, TWO, MANAGE  
[SEAL]

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS:

The foregoing instrument was acknowledged before me this 1 day of April, 2019 by KATHI MOSIER as MANAGER of PATTEN FAMILY FINANCE, a Delaware limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

Amy B Carpenter  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Amy B. Carpenter



## EXHIBIT 1

### LEGAL DESCRIPTION

A TRACT OF LAND BEING PORTIONS OF GOVERNMENT LOTS 6 AND 7, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 39 EAST, IN THE TOWN OF INDIAN RIVER SHORES, INDIAN RIVER COUNTY, FLORIDA, SAID TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE STRAND AT INDIAN RIVER SHORES, PHASE ONE, AS RECORDED IN PLAT BOOK 30, PAGES 30 AND 31, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID POINT LYING ON THE NORTH LINE OF PALM ISLAND PLANTATION P.R.D., AS RECORDED IN PLAT BOOK 16, PAGES 72 & 72A THROUGH 72D, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, PROCEED ALONG THE NORTH LINE OF SAID PALM ISLAND PLANTATION PLAT THE FOLLOWING THREE COURSES: NORTH 89°57'29" WEST A DISTANCE OF 304.35 FEET; NORTH 89°56'53" WEST A DISTANCE OF 668.88 FEET; NORTH 89°59'35" WEST A DISTANCE OF 895.19 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF JUNGLE TRAIL (VARIABLE WIDTH R/W), SAID POINT LYING ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 273.81 FEET AND A RADIAL LINE BEARING SOUTH 86°03'59" WEST; THENCE PROCEED NORTHWESTERLY ALONG SAID CURVED R/W LINE THROUGH A CENTRAL ANGLE OF 31°18'05" A DISTANCE OF 149.59 FEET TO THE POINT OF TANGENCY; THENCE PROCEED ALONG SAID EASTERLY R/W LINE OF JUNGLE TRAIL THE FOLLOWING FOUR COURSES: NORTH 35°14'06" WEST A DISTANCE OF 109.14 FEET; SOUTH 89°51'25" WEST A DISTANCE OF 24.44 FEET; NORTH 35°14'06" WEST A DISTANCE OF 217.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 944.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°02'46" A DISTANCE OF 149.19 FEET TO A POINT ON THE WESTERLY EXTENSION OF INDIAN TRAILS, AS RECORDED IN PLAT BOOK 12, PAGE 3, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE SOUTH 89°57'54" EAST ALONG SAID EXTENSION AND SOUTH LINE A DISTANCE OF 1073.51 FEET TO THE SOUTHEAST CORNER OF LOT 42 OF SAID INDIAN TRAILS; THENCE NORTH 00°31'19" WEST ALONG THE EAST LINE OF SAID LOT 42 AND LOT 43 A DISTANCE OF 124.86 FEET; THENCE NORTH 89°57'15" EAST ALONG THE SOUTH LINE OF SAID INDIAN TRAILS A DISTANCE OF 1139.45 FEET TO THE SOUTHEAST CORNER OF INDIAN TRAILS, SAID POINT BEING ON THE WEST LINE OF OCEAN PEARL II, AS RECORDED IN PLAT BOOK 14, PAGES 13 AND 13A, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE SOUTH 01°21'39" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 330.71 FEET TO THE SOUTHWEST CORNER OF OCEAN PEARL, SAID POINT LYING ON THE NORTH LINE OF THE AFOREMENTIONED STRAND AT INDIAN RIVER SHORES, PHASE ONE; THENCE NORTH 89°58'44" WEST ALONG SAID NORTH LINE A DISTANCE OF 12.83 FEET TO THE NORTHWEST CORNER OF SAID THE STRAND AT INDIAN RIVER SHORES, PHASE ONE; THENCE SOUTH 00°03'37" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 329.84 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 28.17 ACRES, MORE OR LESS.

TOGETHER WITH THAT PORTION OF SAID GOVERNMENT LOT 7 LYING WEST OF JUNGLE TRAIL AND EAST OF THE INDIAN RIVER WHICH CONTAINS 0.21 ACRES, MORE OR LESS.

**EXHIBIT 2**

**ARTICLES OF INCORPORATION**



**ARTICLES OF INCORPORATION  
OF  
ESTATES AT THE STRAND AT INDIAN RIVER SHORES NEIGHBORHOOD  
ASSOCIATION, INC.**

**TABLE OF CONTENTS**

1.	Name .....	1
2.	Principal Office .....	1
3.	Registered Office - Registered Agent .....	1
4.	Definitions.....	1
5.	Purpose.....	1
6.	Not-for-Profit .....	1
7.	Powers and Duties.....	1
8.	Owners and Membership .....	2
	8.1. Membership .....	2
	8.2. Assignment .....	2
	8.3. Voting .....	2
	8.4. Prior to Recordation of Declaration .....	2
9.	Dissolution .....	3
10.	Term of Existence .....	3
11.	Directors.....	3
	11.1. Number and Qualification.....	3
	11.2. Duties and Powers.....	3
	11.3. Election; Removal.....	3
	11.4. Current Directors .....	3
12.	Officers .....	3
13.	Original Incorporator .....	3
14.	Indemnification.....	4
	14.1. Indemnity .....	4
	14.2. Limitations on Indemnification.....	4
	14.3. Effect of Termination of Action .....	4
	14.4. Expenses .....	4
	14.5. Approval .....	4
	14.6. Advances.....	4
	14.7. Miscellaneous .....	4
15.	By-Laws.....	5
16.	Amendments .....	5
	16.1. Notice.....	5
	16.2. Proposal.....	5
	16.3. Approval .....	5
	16.4. Attendance Not Required.....	5
	16.5. Limitation.....	5
	16.6. Recording.....	5
	16.7. Developer.....	6

**ARTICLES OF INCORPORATION  
OF  
ESTATES AT THE STRAND AT INDIAN RIVER SHORES NEIGHBORHOOD  
ASSOCIATION, INC.**

In compliance with the requirements of the laws of the State of Florida, the following are the Articles of Incorporation for Estates at The Strand at Indian River Shores Neighborhood Association, Inc.

1. Name. The name of the corporation shall be Estates at The Strand at Indian River Shores Neighborhood Association, Inc. (the "Association").

2. Principal Office. The principal office of the Association is 1100 5<sup>th</sup> Avenue S., Suite 404, Naples, Florida 34103.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is Association Law Group, P.L., 1200 Brickell Avenue, PH 2000, Miami, Florida 33131. The name of the Registered Agent of the Association is:

ASSOCIATION LAW GROUP, P.L.

4. Definitions. A declaration entitled Declaration for Estates at The Strand at Indian River Shores (the "Declaration") has been (or will be) recorded in the Public Records of Indian River County, Florida, and shall govern all of the operations of the neighborhood to be known as Estates at The Strand at Indian River Shores (the "Neighborhood"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; (d) promote the health, safety and welfare of the Owners.

6. Not-for-Profit. Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers and Duties. The powers of the Association shall include and be governed by the following:

7.1. To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.

7.2. To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and Estates at The Strand at Indian River Shores.

7.3. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

7.4. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.

7.5. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.6. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.7. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Estates at The Strand at Indian River Shores 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.

7.8. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.9. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, Estates at The Strand at Indian River Shores, the Common Areas, Lots, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized.

7.10. 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.

7.11. To employ personnel and retain independent contractors to contract for management of Association, Estates at The Strand at Indian River Shores, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.12. To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas, and Estates at The Strand at Indian River Shores as provided in the Declaration, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.

7.13. To establish committees and delegate certain of its functions to those committees.

7.14. To sue and be sued.

7.15. To contract with special taxing districts or community development districts, if any, for any purpose.

7.16. The obligation to operate and maintain the Surface Water Management System within Estates at The Strand at Indian River Shores, to the extent not maintained by a master association or special taxing district, if any, (including, without limitation, all waterbodies, retention areas, culverts and related appurtenances, if any) in a manner consistent with the applicable SJRWMD Permit requirements and applicable SJRWMD rules, and to assist in the enforcement of the provisions contained in the Declaration which relate to the Surface Water Management System. The Association shall be responsible for assessing and collecting assessments for the operation, maintenance, and if necessary, repairs of the Surface Water Management System within Estates at The Strand at Indian River Shores.

## 8. Owners and Membership.

8.1. Membership. The Members of the Association shall consist of all of the record Owners of Lots in Estates at The Strand at Indian River Shores from time to time.

8.2. Assignment. The share of an Owner 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. The funds and assets of the Association shall be expended, held or used only for the benefit of the Owners and for the purposes authorized herein, in the Declaration, and in the By-Laws.

8.3. Voting. On all matters upon which the Owners shall be entitled to vote, there shall be only one (1) vote for each Lot, which vote shall be exercised or cast in the manner provided by the By-Laws. Any person or entity owning more than one (1) Lot shall be entitled to one (1) vote for each Lot owned.

8.4. Prior to Recordation of Declaration. Until such time as the real property comprising Estates at The Strand at Indian River Shores, and the improvements now and/or to be constructed thereon, are submitted to the community form of ownership by recordation of the Declaration in the Public Records of Indian River County, Florida, the membership of the Association (the "Membership") shall be comprised of the Directors of the Association, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.

9. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its 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 and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

10. Term of Existence. The Association shall have perpetual existence.

11. Directors.

11.1. Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (the "**Board**") consisting initially of three (3) directors, but subject to change as provided by the By-Laws. Directors appointed or designated by the Developer need not be Owners of the Association or residents of Homes or Lots in the Neighborhood. All other directors must be Owners.

11.2. 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 and/or employees, subject only to approval by Owners when such approval is specifically required by the Declaration.

11.3. Election; Removal. Directors shall be appointed, elected, and removed as provided in the By-Laws.

11.4. Current Directors. The names and addresses of the members of the current Board who shall hold office until their successors are appointed and/or elected, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Katherine Dobbins	1100 5 <sup>th</sup> Avenue South, Suite 404 Naples, Florida 34102
Rusty Simmons	1100 5 <sup>th</sup> Avenue South, Suite 404 Naples, Florida 34102
Denise Jinkens	1100 5 <sup>th</sup> Avenue South, Suite 404 Naples, Florida 34102

12. Officers. 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 and shall serve at the pleasure of the Board. The names and addresses of the current officers who shall serve until their successors are designated by the Board are as follows:

PRESIDENT:	Katherine Dobbins 1100 5 <sup>th</sup> Avenue South, Suite 404 Naples, Florida 34102
VICE PRESIDENT/SECRETARY:	Rusty Simmons 1100 5 <sup>th</sup> Avenue South, Suite 404 Naples, Florida 34102
TREASURER:	Denise Jinkens 1100 5 <sup>th</sup> Avenue South, Suite 404 Naples, Florida 34102

13. Incorporator. The name and address of the Incorporator is as follows:

Jeff Cooperman, Esq.  
Solomon, Cooperman & Recondo LLP  
1200 Brickell Avenue, PH 2000  
Miami, Florida 33131

14. Indemnification.

14.1. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of the Association, against expenses (including reasonable attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner 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, has no reasonable cause to believe his conduct was unlawful.

14.2. Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

14.3. Effect of Termination of Action. 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.

14.4. 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 14.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

14.5. Approval. Any indemnification under Section 14.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 14.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Owners.

14.6. 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 as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by the Association as authorized in this Article 14.

14.7. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the By-Laws, agreement, vote of Owners or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

15. By-Laws. The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board, Owners, and/or the Developer as provided in the By-Laws.

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

16.1. 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.

16.2. Proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or Owners holding one-third (1/3) of the voting interests in the Association.

16.3. Approval. An amendment shall be approved once it is approved:

16.3.1. by Owners holding a majority of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum thereof has been attained and by not less than sixty-six and two thirds percent (66-2/3%) of the entire Board; or

16.3.2. by Owners holding eighty percent (80%) of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum has been attained; or

16.3.3. prior to the date upon which Owners other than Developer control the Board, by not less than one hundred percent (100%) of the entire Board.

16.4. Attendance Not Required. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used as a vote for the purpose of creating a quorum.

16.5. Limitation. Notwithstanding the foregoing, 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 herein provided in favor of or reserved to the Developer herein or in the Declaration unless the Developer shall join in the execution of the amendment.

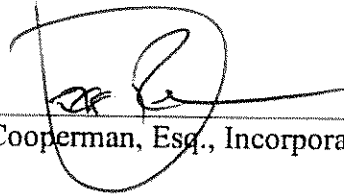
16.6. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Indian River County, Florida.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]



16.7. Developer. Notwithstanding anything herein to the contrary, prior to the Turnover Date, the Developer may amend these Articles without the consent or joinder of any party whatsoever. This paragraph may not be amended.

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 28 day of March, 2019.

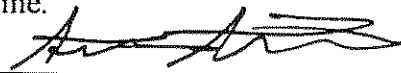


\_\_\_\_\_  
Jeff Cooperman, Esq., Incorporator

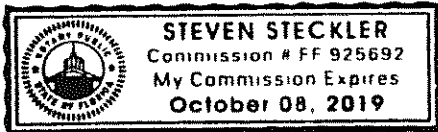
STATE OF FLORIDA                    )  
  ) SS.:  
COUNTY OF MIAMI-DADE        )

The foregoing instrument was acknowledged before me this 28 day of March, 2019 by Jeff Cooperman, Esq. who is personally known to me.

My commission expires:



\_\_\_\_\_  
NOTARY PUBLIC,  
State of Florida at Large  
Print name: Steven Steckler



**ACCEPTANCE BY REGISTERED AGENT**

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 28 day of March, 2019

ASSOCIATION LAW GROUP, P.L.

By: 

Victor Recondo, Esq., Partner

**EXHIBIT 3**

**BY-LAWS**

**BY-LAWS**  
**OF**  
**ESTATES AT THE STRAND AT INDIAN RIVER SHORES NEIGHBORHOOD**  
**ASSOCIATION, INC.**

**TABLE OF CONTENTS**

	<b>Page</b>
1. Name and Location.....	1
2. Definitions.....	1
3. Members.....	1
3.1 Voting Interests.....	1
3.1.1 Lot Owned By Husband and Wife.....	2
3.1.2 Trusts.....	2
3.1.3 Corporations.....	2
3.1.4 Partnerships.....	2
3.1.5 Multiple Individuals.....	2
3.1.6 Liability of Association.....	2
3.2 Annual Meetings.....	2
3.3 Special Meetings of the Members.....	2
3.4 Notice of Members Meetings.....	3
3.5 Quorum of Members.....	3
3.6 Adjournment of Members Meetings.....	3
3.7 Action of Members.....	3
3.8 Proxies.....	3
4. Board of Directors.....	3
4.1 Number.....	3
4.2 Term of Office.....	3
4.3 Removal.....	3
4.4 Compensation.....	3
4.5 Action Taken Without a Meeting.....	3
4.6 Appointment and Election of Directors.....	4
4.7 Election.....	4
5. Meeting of Directors.....	4
5.1 Regular Meetings.....	4
5.2 Special Meetings.....	4
5.3 Emergencies.....	4
5.4 Quorum.....	4
5.5 Open Meetings.....	4
5.6 Voting.....	4
5.7 Notice of Board Meetings.....	4
6. Powers and Duties of the Board.....	4
6.1 Powers.....	4
6.1.1 General.....	4
6.1.2 Rules and Regulations.....	5
6.1.3 Enforcement.....	5
6.1.4 Declare Vacancies.....	5
6.1.5 Hire Employees.....	5
6.1.6 Common Areas.....	5
6.1.7 Granting of Interest.....	5
6.1.8 Financial Reports.....	5
6.2 Vote.....	5
6.3 Limitations.....	5
7. Obligations of Association.....	5
7.1 Official Records.....	5
7.2 Supervision.....	5
7.3 Assessments and Fines.....	5
7.4 Enforcement.....	5
8. Officers and Their Duties.....	6

8.1	Officers .....	6
8.2	Election of Officers.....	6
8.3	Term.....	6
8.4	Special Appointment.....	6
8.5	Resignation and Removal .....	6
8.6	Vacancies .....	6
8.7	Multiple Offices.....	6
8.8	Duties .....	6
	8.8.1 President.....	6
	8.8.2 Vice President .....	6
	8.8.3 Secretary .....	6
	8.8.4 Treasurer .....	6
9.	Committees.....	7
	9.1 General.....	7
	9.2 ACC .....	7
10.	Records .....	7
11.	Corporate Seal.....	7
12.	Amendments.....	7
	12.1 General Restrictions on Amendments .....	7
	12.2 Amendments Prior to and Including the Turnover Date.....	7
	12.3 Amendments After the Turnover Date .....	7
13.	Conflict .....	7
14.	Fiscal Year .....	7
15.	Miscellaneous .....	7
	15.1 Florida Statutes .....	7
	15.2 Severability .....	7

**BY-LAWS  
OF  
ESTATES AT THE STRAND AT INDIAN RIVER SHORES NEIGHBORHOOD  
ASSOCIATION, INC.**

1. Name and Location. The name of the corporation is Estates at The Strand at Indian River Shores Neighborhood Association, Inc. ("Association"). The principal office of the corporation shall be located at 1100 5<sup>th</sup> Avenue S., Suite 404, Naples, Florida 34103, or at such other location determined by the Board of Directors (the "Board") from time to time.

2. Definitions. The definitions contained in the Declaration for Estates at The Strand at Indian River Shores (the "Declaration") relating to the residential neighborhood known as Estates at The Strand at Indian River Shores, recorded, or to be recorded, in the Public Records of Indian River County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Annual Members Meeting" shall have the meaning assigned to such term in Section 3.2 of these By-Laws.

"Articles" shall mean the Articles of Incorporation for Association, as amended from time to time.

"By-Laws" shall mean these By-Laws, together with all amendments and modifications thereof.

"Declaration" shall mean the Declaration as modified from time to time.

"Developer" shall mean The Strand at Indian River Shores, LLC and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Director" shall mean a director elected or appointed to the Board

"Member" shall mean a member of Association.

"Minutes" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"Official Records" shall mean all records required to be maintained by Association pursuant to Section 720.303(4) of the Florida Statutes, as amended from time to time.

"Special Members Meeting" shall have the meaning assigned to such term in Section 3.3 of these By-Laws.

"Turnover Date" shall have the meaning set forth in the Declaration.

"Voting Interests" shall mean the voting rights held by the members.

3. Members.

3.1 Voting Interests. Each Owner and Developer shall be a Member of Association. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. There shall be one vote appurtenant to each Lot. For the purposes of determining who may exercise the Voting Interest associated with each Lot (and who may seek election to the Board of Directors on behalf of entity-owned Lots), the following rules shall govern:



3.1.1 Lot Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Lot. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a Lot, Association shall have no obligation to review the trust agreement with respect to such trust. If the Lot is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Lot for all Association purposes. If the Lot is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Lot for all Association purposes. If the Lot is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Lot for all Association purposes. If the Lot is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Lot for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either trustee may exercise the Voting Interest associated with such Lot. In the event of a conflict between trustees, the Voting Interest for the Lot in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Lot shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3 Corporations and Companies. If a Lot is owned by a corporation or company (including limited liability companies), the corporation or 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 Lot.

3.1.4 Partnerships. If a Lot is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Lot is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Lot cannot be exercised.

3.1.5 Multiple Individuals. If a Lot is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Lot. In the event that there is a conflict among such individuals, the Voting Interest for such Lot cannot be exercised.

3.1.6 Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which 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 hereof has been duly authorized to do so. So long as Association acts in good faith, 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 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).

3.2 Annual Meetings. The annual meeting of the members (the “**Annual Members Meeting**”) shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3 Special Meetings of the Members. Special meetings of the members (a “**Special Members Meeting**”) may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the member's address last appearing on the books of Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the members of the Annual Members Meeting or a Special Members Meeting.

3.5 Quorum of Members. Until and including the Turnover Date, a quorum shall be established by Developer's presence, in person or by proxy, at any meeting. After the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits members to participate in members meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the members present shall have power to adjourn the meeting and reschedule it on another date.

3.7 Action of Members. Decisions that require a vote of the members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

3.8 Proxies. At all meetings, members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 720.306(6) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

#### 4. Board of Directors.

4.1 Number. The affairs of Association shall be managed by a Board comprised of an odd number of directors which shall be no less than three (3) persons and no more than nine (9) persons. The initial Board shall consist of three (3) directors. Following the Turnover Date, the Board shall consist of three (3) directors unless otherwise determined by a majority of the Board from time to time. Board members appointed by Developer need not be members of Association. Board members elected by the other members must be members of Association.

4.2 Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by the Developer shall extend until the date designated by Developer, or until the Turnover Date).

4.3 Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of members holding a majority of the Voting Interests.

4.4 Compensation. No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board 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 Directors.

4.6 Appointment and Election of Directors. Until the Turnover Date, the Developer shall have the unrestricted power to appoint all Directors of Association. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the members shall elect all Directors of Association at or in conjunction with the Annual Members Meeting of the members.

4.7 Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

5. Meeting of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

5.5 Open Meetings. Meetings of the Board shall be open to all members.

5.6 Voting. Board members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any newsletter distributed to the members. Notices of any meetings of the Board at which Assessments against Lots are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

6. Powers and Duties of the Board.

6.1 Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:

6.1.1 General. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, and the Declaration, including, without limitation, adopt budgets, levy Assessments, enter into contracts with Telecommunications Providers for Telecommunications Services.

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of Estates at The Strand at Indian River Shores by the members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association.

6.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of Association and/or its officers.

6.1.6 Common Areas. Dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes as subject to such conditions as it determines and as provided in the declaration; and acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2 Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of the members.

6.3 Limitations. Until the Turnover Date, Developer shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ACC, any committee of Association, or the vote of the members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ACC or any committee of Association.

7. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, and these By-Laws, shall discharge such duties as may be necessary in order to operate Association pursuant to the Declaration, including, but not limited to, the following:

7.1 Official Records. Maintain and make available all Official Records.

7.2 Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

7.3 Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the members.

7.4 Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

8. Officers and Their Duties.

8.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2 Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4 Special Appointment. The Board may elect such other officers as the affairs of Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7 Multiple Offices. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

8.8 Duties. The duties of the officers are as follows:

8.8.1 President. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board. In addition to the foregoing, prior to and including the Turnover Date, any Developer-appointed director serving as President of the Association shall be entitled and shall be authorized to take action on behalf of the Association including, without limitation, entering into contracts, terminating vendors, conveying real property or Common Areas, and bringing and/or resolving legal claims, without a vote, approval or consent of the remaining directors.

8.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the members of Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1 General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

9.2 ACC. Developer shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Developer to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member, at a reasonable cost.

11. Corporate Seal. Association shall have an impression seal in circular form.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Developer unless such amendment receives the prior written consent of Developer which may be withheld for any reason whatsoever. 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 these By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws 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.

12.3 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the 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 of Association at which there is a quorum. Notwithstanding the foregoing, these By-Laws may be amended after the Turnover Date by sixty-six and two-thirds percent (66 2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the members.

13. Conflict. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1 Florida Statutes. Whenever these By-Laws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2 Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

