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**MASTER DECLARATION
FOR
LOST KEY MARINA & YACHT CLUB**

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NOTICE: As provided in Section 23.4 of this Declaration, each Owner, by virtue of taking title to a Unit or Parcel, hereby agrees that the deed of conveyance of the Unit or Parcel to a third party shall specifically state that the Unit or Parcel is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Units and Parcels.

Further, as provided in Section 23.19 of this Declaration, each Owner, by virtue of taking title to a Unit or Parcel, hereby agrees that the deed of conveyance of the Unit or Parcel to a third party shall specifically state that (1) the Unit or Parcel is located within a hurricane vulnerability zone, (2) the hurricane evacuation time for the Northwest Florida region is high and the Property is located within a mandatory hurricane evacuation zone, and (3) hurricane shelter space is limited.

THIS MASTER DECLARATION FOR LOST KEY MARINA & YACHT CLUB ("Declaration") is made by WCI Communities, Inc., a Delaware corporation, whose address is 24301 Walden Center Drive, Bonita Springs, Florida 34134.

WITNESSETH:

WHEREAS, WCI Communities, Inc. is the Declarant (defined in Article 1 hereof) and is the Declarant of a master planned development commonly known as Lost Key Marina & Yacht Club ("Community"), within which there is intended to be developed over time two high-rise condominiums, "for-sale" wet and dry boat slips and docks, and various other facilities and improvements, and the supporting infrastructure in accordance with the master plan and the respective approved site plans; and

WHEREAS, Declarant desires to insure the attractiveness and functionality of the Community and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the Community and to provide for the maintenance of common property and other community facilities; and, to this end, desires to subject the property of the Community to the covenants, conditions, restrictions, provisions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Community and each owner of the portions thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities of the Community and to insure the enjoyment of the specific rights, privileges and easements in the common properties and community facilities, to create an association to exercise the powers of owning, maintaining, leasing and/or administering the common properties, administering and enforcing the covenants and restrictions contained hereinafter, collecting and disbursing the assessments and charges hereinafter created and otherwise fulfilling the tasks and expectations of such association as contemplated herein and Chapters 617 and 720, Florida Statutes; and

WHEREAS, Declarant has incorporated the Lost Key Marina & Yacht Club Master Association, Inc. under the laws of the State of Florida, as a not-for-profit corporation, for the purpose of exercising the functions, responsibilities, duties and other actions contemplated herein;

NOW, THEREFORE, the foregoing recitals are hereby incorporated as if fully set forth hereinafter, and Declarant hereby declares that the Property identified in Article 2 hereof shall be held, transferred, sold, conveyed, leased, mortgaged, used occupied and otherwise dealt with subject to the terms of the covenants, conditions, restrictions, provisions, easements, charges and liens hereinafter set forth, all of which are created in the best interest of the owners, residents and authorized users of the Property or lands appertaining thereto, and which will run with the land and shall be binding upon all persons having and/or acquiring any right, title or interest in the Property or any portion thereof, or shall occupy any portion of such Property, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Property, or any portion thereof.

ARTICLE 1: DEFINITIONS

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

1.1 "Act" means Chapter 720, Florida Statutes, as existing on the date of recordation of this Declaration.

1.2 "Amenities" means the Amenities Property together with the Amenities Facilities as defined in the Amenities Declaration (and the services provided) owned initially by Declarant or a related entity. The Amenities shall be located within the Community. The Amenities may be unilaterally named by the Amenities Owner at any time.

1.3 "Amenities Declaration" means the Amenities Declaration for Lost Key Marina & Yacht Club, as recorded in Official Records Book 6097, Page 1847, public records of the County, as has been or may be amended from time to time.

1.4 "Amenities Owner" means the owner(s) of all or portions of the Amenities Property, as more particularly described in the Amenities Declaration.

1.5 "Amenities Property" means the real property designated and defined as the Amenities Property under the Amenities Declaration.

1.6 "ARC" means the architectural review committee of the Master Association, as established in Article 8 hereof.

1.7 "ARC Guidelines" means the guidelines for development and/or renovation of the improvements contained or to be contained in the Community. A copy of the initial ARC Guidelines for the Community is contained in Exhibit H attached hereto and made a part hereof. Any amendments or modifications to the original ARC Guidelines need not be recorded in the public records of the County.

1.8 "Articles" means the Articles of Incorporation of the Master Association, as may be amended from time to time. Copies of the original Articles, as filed with the State of Florida Department of State, are attached hereto as Exhibit C. Any future amendments to the original Articles need not be recorded in the public records of the County.

1.9 "Assessment" or "Assessments" means those charges and obligations set forth in Article 16 hereof, including General Assessments, Special Assessments, Specific Assessments, Residential Assessments and Boating Assessments.

1.10 "Authorized User" means the tenants, guests and invitees of (a) a Homeowner and all authorized occupants of a Home other than the Homeowner(s) thereof, (b) a Boating Unit, or (c) a Wet Slip User authorized for such use by the Upland Buffer Lands Owner.

1.11 "Benefited Parties" means Declarant, Master Association and Owners, together with each of their respective successors and assigns, and the tenants, guests and invitees of the Owners, but excluding the general public.

1.12 "Board of Directors" or "Board" means the board of directors of the Master Association.

1.13 "By-Laws" means the By-Laws of the Master Association, as may be amended from time to time. A copy of the original By-Laws is attached hereto as Exhibit D. Any future amendments to the original By-Laws need not be recorded in the public records of the County.

1.14 "Common Property" or "Common Properties" means (i) any property now or hereafter owned or leased by the Master Association; (ii) any property maintained by the Master Association pursuant to agreement (whether or not such property constitutes a portion of the Property); (iii) any property designated in Exhibit B hereto as Common Property, (iv) any property designated by Declarant as Common Property elsewhere in this Declaration or in any amendment or supplement to this Declaration; (v) any portion of the Property designated as Common Property of the Master Association (or words to that effect) on any plot(s) of the Property, including subdivision plats and condominium drawings, recorded in the public records of the County ("Plat"), (vi) any property now or hereafter owned by Declarant but maintained by the Master Association, (vii) any property owned by a third party but maintained by the Master Association pursuant to written agreement; (viii) all buffer zones or other areas located on the Property which may be required to be maintained by the Master Association pursuant to any applicable development order, permit or approval from any governmental entity with authority over the Property, and (ix) any personal property acquired by the Master Association if said property is designated as "Common

Property" by the Master Association or Declarant to be Common Property. "Common Property" shall also include, but shall not be limited to, (a) landscaping, signage and recreational facilities which are contained within lands that are Common Property, (b) any lake areas or bodies of water for which the Master Association has maintenance responsibility, (c) all portions of the surface water management system located within the Community or pertaining to the Property for which the Master Association has responsibility pursuant to the surface water management permit (including, but not limited to, dedicated lake tracts, lake maintenance or drainage easements, and corresponding infrastructure), which shall be maintained in accordance with such surface water management permit, (d) utility easements or tracts for corresponding sewer or potable water, (e) all roads and road rights-of-way contained within the Community, whether or not yet conveyed to the Master Association, except for roads and road rights-of-way owned by the Boating Association; and (f) the Entry Features. Any land or personal property leased by the Master Association shall lose its character as Common Property upon the expiration of such lease. Common Property shall not by definition include any common elements contained with a Condominium, but could include such areas upon written agreement between the Master Association and a Condominium Association.

1.15 "Community" means the master planned community development project known as Lost Key Marina & Yacht Club.

1.16 "Community Wide Standards" means the standards of conduct, maintenance or other activity generally prevailing throughout the Property. Such standards may be more specifically determined by Declarant so long as Declarant owns one or more Homes or Parcels within the Community. Community Wide Standards shall be set forth in this Declaration or as a part of the Rules and Regulations.

1.17 "County" means Escambia County, Florida.

1.18 "Declarant" means initially WCI Communities, Inc. a Delaware corporation ("WCI"), and its successors, assigns, and designees, including, but not limited to, assigns by operation of law. The term "Declarant" shall not include any Person (including a joint venture involving Declarant) who purchases a Home or Parcel; provided, however, a subsequent owner of a portion of the Property may be specifically assigned a portion of the rights held by WCI as Declarant hereunder and such assignee shall be deemed a Declarant but limited to only exercise such rights of Declarant as WCI specifically assigned with respect to the portion of the Property identified in the assignment. If, however, such purchaser is specifically assigned all the rights held by WCI as Declarant hereunder, such assignee shall be deemed Declarant and may exercise all the rights of Declarant hereunder. Any full or partial assignment of Declarant's rights shall be by an express written assignment recorded in the public records of the County, specifically setting forth the description of the rights assigned and the specific property of assignee to which the assigned rights apply. Any partial assignment may be made on a non-exclusive basis and in the event of a dispute between WCI (and its successors or assignee of full Declarant's rights hereunder) and any assignee of a portion of Declarant's rights hereunder, the exercise of rights by WCI as Declarant hereunder (and its successors or assignee of full Declarant's rights) shall be controlling.

1.19 "Declaration" means this Master Declaration for Lost Key Marina & Yacht Club, as may be amended and supplemented from time to time.

1.20 "Dry Dock Association" means the Lost Key Marina & Yacht Club Dry Dock Condominium Association, Inc., a Florida not-for-profit corporation, which has been or shall be formed for purposes of overseeing the Dry Dock Condominium pursuant to the Dry Dock Declaration.

1.21 "Dry Dock Condominium" means the Lost Key Marina & Yacht Club Dry Dock Condominium, which has been or shall be created pursuant to the Dry Dock Declaration.

1.22 "Dry Dock Condominium Property" means that portion of the Property legally described in Exhibit A-2 attached hereto and made a part hereof.

1.23 "Dry Dock Declaration" means the Declaration of Condominium for Lost Key Marina & Yacht Club Dry Dock Condominium, as has been or shall be recorded in the public records of the County.

1.24 "Dry Dock Unit" means a condominium unit formed within a dry storage condominium facility and which is designed to contain a boat. A Dry Dock Unit is not a Home.

1.25 "Entry Features" means any and all the landscaping, structures, signage, facilities and other features, and access control devices and facilities, located at the entrance(s) to the Community. The Entry Features will be placed in such location(s) and elsewhere along the median and parkways within adjacent or nearby right(s)-of-way from time to time, or on Common Property or elsewhere on or off the Property at or near the entrance(s) to the Community.

1.26 "First Mortgage" means a valid mortgage having priority over all other mortgages on the same portion of the Property.

1.27 "First Mortgagee" means the holder or owner of a First Mortgage.

1.28 "Governing Documents" means collectively the Declaration, the Articles, the By-Laws, the Rules and Regulations, and any other instrument which governs the operation and/or use of the Property and the duties and obligations of the Master Association.

1.29 "Home" means a condominium unit contained within a Subdivision contained within the Community which (a) has been created for residential occupancy, (b) has had a certificate of occupancy issued therefore by the County, and (c) which has been conveyed to a Person other than Declarant.

1.30 "Homeowner" means the Owner of a Home. If more than one Person holds title to a single Home, all such Persons are Owners, jointly and severally.

1.31 "Institutional Lender" means the holder of a First Mortgage encumbering any portion of the Property, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the Owner of the Property encumbered. An Institutional Lender may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an Institutional Lender also shall mean the holder of any mortgage executed by or in favor of Declarant, whether or not such holder would otherwise be considered an Institutional Lender.

1.32 "Marina Club Association" means the Lost Key Marina & Yacht Club Marina Club Association, Inc., a Florida not-for-profit corporation, which has been or shall be formed for purposes of overseeing the Dry Dock Condominium and the Wet Slips pursuant to the Marina Club Declaration.

1.33 "Marina Club Declaration" means the Marina Club Declaration for Lost Key Marina & Yacht Club, as has been or shall be recorded in the public records of the County.

1.34 "Master Association" means the Lost Key Marina & Yacht Club Master Association, Inc., a Florida not-for-profit corporation organized pursuant to Chapters 617 and 720, Florida Statutes, to administer certain common and designated functions for the Community pursuant to this Declaration.

1.35 "Member" means a member of the Master Association, as provided in this Declaration, the Articles or the By-Laws.

1.36 "Owner" means any Person who from time to time holds record fee simple title to any Parcel or any part thereof. "Owner" shall include a Homeowner and each other Owner, including Declarant as to any Parcel it owns.

1.37 "Parcel" means a portion of the land, other than as contained within a Subdivision or subject to the Dry Dock Declaration, which is owned by a party other than the Master Association.

1.38 "Person" means any natural person or artificial entity having legal capacity.

1.39 "Property" means and refers to that certain real property identified in Article 2 hereof.

1.40 "Residential Property" means that portion of the Property legally described in Exhibit A-1 attached hereto and made a part hereof.

1.41 "Residential Unit" means a Unit created within a Subdivision for residency occupancy purposes.

1.42 "Rules and Regulations" means the rules and regulations adopted by the Board as same may be amended from time to time.

1.43 "Subdivision" means a grouping of Homes contained within the Residential Property designated as a separate living area in which Owners may have common interests other than those common to all Members of the Master Association and for which a Subdivision Association has been formed to govern such Owners. A Subdivision may contain more than one type of residential housing and may be comprised of noncontiguous portions of the Residential Property. There may be several different types of Subdivisions in the Community. At the onset of the Community, the Subdivisions that Declarant contemplates to develop within the Community are two (2) high-rise condominium projects that are or shall be developed on portions of the Residential Property. Subsequent to recording of this Declaration, additional types of Subdivisions may be developed without requirement for amendment to this Declaration.

1.44 "Subdivision Association" means a corporation, other than the Master Association, the Dry Dock Association or the Boating Association, which has been or shall be formed pursuant to and in accordance with certain recorded restrictive covenants, deed restrictions or declaration of condominium affecting a portion of the Residential Property, and whose members consist, or will consist, of the Owners of the portion of the Residential Property affected by such recorded restrictive covenants, deed restrictions or declaration of condominium. For purposes of this Declaration, any portion of the Residential Property affected by any such recorded restrictive covenants, deed restrictions or declaration of condominium shall be deemed to be operated by and subject to the jurisdiction of such Subdivision Association; provided, however, that such portion of the Residential Property shall simultaneously remain subject to the jurisdiction of the Master Association to the extent applicable pursuant to this Declaration. In no manner shall the Boating Association or the Dry Dock Association be deemed to be a Subdivision Association.

1.45 "Subdivision Declaration" means any recorded restrictive covenants, deed restrictions or declaration of condominium establishing specific restrictions on and for certain portions of the Residential Property and for which a Subdivision Association is required and has been or shall be formed to oversee and govern such affected lands. For purposes hereof, this Declaration, the Marina Club Declaration and the Dry Dock Declaration shall not be deemed in any manner to be a Subdivision Declaration.

1.46 "Telecommunications Provider" means any party contracting with the Master Association to provide Owners with one or more Telecommunication Services. Declarant, its affiliates, subsidiaries, joint venturers, associates, and partners may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Multichannel Video Programming Service, one Telecommunications Provider may

provide the Master Association such service while another may own, maintain and service the Telecommunications Systems that allow delivery of such Multichannel Video Programming Service.

1.47 "Telecommunications Services" means local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA, and interLATA voice telephony and data transmission service and Multichannel Video Programming Service. Without limiting the foregoing, such Telecommunications Services may include the provision of the following services: Toll Calls, Data Transmission Services, Basic Service, Expanded Basic Service, Premium and Community Channels.

1.48 "Telecommunications Systems" means all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Property. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, wireless cell sites, computers, modems, satellite antennae site(s), transmission facilities, amplifiers, junction boxes, trunk distribution, drop cables, related apparatus, converters, connections, head-end antennae, earth station(s), 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 of 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).

1.49 "Transfer of Control" means that date following conversion of Class "B" votes to Class "A" votes, upon which Declarant transfers majority control of the Board as provided in Article 14 hereof.

1.50 "Unit" means a condominium unit. There shall be two types of Units – Residential Units and Dry Dock Units.

1.51 "Upland Buffer Lands" means that portion of the Property legally described in Exhibit A-3 attached hereto and made a part hereof.

1.52 "Upland Buffer Lands Owner" means the owner of the Upland Buffer Lands.

1.53 "WMD" means the Northwest Florida Water Management District, the entity created to oversee certain water management requirements in connection with the Property, among others. To the extent the WMD has ceded its authority and responsibility for issuing water management permits and overseeing water management systems, the Department of Environmental Protection of the State of Florida shall for purposes herein be deemed to be included within the definition of "WMD."

1.54 "Wet Slip" means a boat slip contained within certain submerged lands lying adjacent to the Upland Buffer Lands.

1.55 "Wet Slip User" means an individual who is permitted to use a Wet Slip by the Upland Buffer Lands Owner.

All definitions contained in the Governing Documents other than this Declaration are hereby incorporated into this Declaration (most specifically the definitions contained in the exhibits to this Declaration).

ARTICLE 2: PROPERTY SUBJECT TO THIS DECLARATION; GENERAL PLAN OF DEVELOPMENT

2.1 Subject Property. The Property which shall be held, transferred, sold, conveyed, leased, mortgaged, used and occupied subject to this Declaration is located within the County, and is more particularly described in the descriptions attached hereto as Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit B and incorporated by this reference as fully as if specifically repeated herein, together with any additions thereto and less any deletions therefrom pursuant to Article 12 hereof.

2.2 General Plan of Development. The Community is a mixed-use community including certain residential uses, together with certain boating, recreational and other ancillary uses and facilities. As the Community is progressively developed, the Property to which this Declaration shall apply may also progressively increase in land area.

The general plan of development for the Community includes proposed recreational amenities, including, but not limited to, a fitness room, associated locker rooms, a ship store, a resort pool, and certain other facilities and areas, which shall collectively constitute the Amenities. Declarant shall be the initial Amenities Owner. The Amenities Owner, in its sole discretion and from time to time (as applicable), shall (a) have the right and authority to determine the amenities and facilities to be contained in the Amenities, (b) not have any obligation to construct any or all of the specific amenities and facilities referred to above as proposed, and (c) have the right and authority to substitute different amenities and facilities, or construct additional amenities and facilities, from time to time. The Amenities are not a portion of the Property, and shall not be subject to the terms of this Declaration, except as otherwise specifically provided herein. The facilities of the Amenities shall be initially owned by Declarant, and every Owner shall be permitted to utilize the facilities and shall be obligated to pay for such usage pursuant to the Amenities Declaration. It should be noted that the Amenities Owner has the right, in its sole discretion, to permit individuals other than Owners to utilize the Amenities, as provided further in the Amenities Declaration. Membership in the Master Association does not, by itself, include any rights of use of the Amenities; provided, however, that every Owner shall have the rights and obligations with respect to the Amenities as set forth in the Amenities Declaration. The use of the Amenities may result in an increase in the number of persons using the roads and the parking facilities of the Community. Declarant, for itself and the benefit of the Amenities Owner, hereby reserves unto itself and also the right to unilaterally grant over, across and through the Property any non-exclusive easements which may be required for the use, operation and enjoyment of the Amenities. The Amenities Owner shall have the right to provide from time to time rules and regulations governing the use and operation of the Amenities. As a means of simplifying payment of dues, only, by Owners, the Master Association shall be permitted to collect monies due and owing to the Amenities Owner under the Amenities Declaration, provided that a contractual arrangement is entered into between the Amenities Owner and the Master Association, which specifies the terms and provisions for such collection (and such agreement shall specifically provide that the Master Association shall have no obligation to enforce collection of such monies and is only collecting Amenities Declaration monies as a matter of convenience).

2.3 Expansion of Community. Declarant has the right, acting in its sole discretion, but not the obligation, to expand the Community from time to time by adding additional land, or to change the number or kind of Parcels or Units, amenities or other features of the Community.

2.4 Long Term Development. Some areas of the Community may be under development for extended periods of time. Incident to the development process, the quiet enjoyment of the Community may be unavoidably interfered with to some extent by these construction operations and activities. From time to time, Declarant, builders and others may present to the public or display certain renderings, plans and models showing possible future development of the Community. Declarant does not warrant in any way that the schemes in these renderings, plans or models will actually be developed. Any such renderings, plans or models are primarily thematic and in no way represent a guaranteed final development plan for the Community.

ARTICLE 3: COMMUNITY DEVELOPMENT DISTRICT

The Property is not presently subject to a community development district. However, the Declarant may in the future create a community development district to govern all or portions of the Community.

ARTICLE 4: COMMON PROPERTY

4.1 Appurtenances. The benefit of all rights and easements granted by this Declaration with regard to the Common Property constitute a permanent appurtenance to, and will pass with, the title to

every portion of the Property enjoying such benefit. Whenever any such rights or easements are described as non-exclusive by this Article, its benefit nevertheless is exclusive to all Owners and other Benefitted Parties granted such benefit by this Article, unless this Article expressly grants such benefit to other Persons. In no event will the benefit of any such easement extend to the general public.

4.2 Conveyance by Declarant. Declarant shall have the right to convey title to all or any portions of the Property, or any easement or interest therein, to the Master Association as Common Property, and the Master Association shall be required to accept such conveyance (which shall be by quit-claim deed). Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the County. Notwithstanding the foregoing, Declarant shall not have the obligation to develop and/or convey any portion of the Property to the Master Association as Common Property, and if Declarant desires to convey any portion of the Property to the Master Association, the timing of the conveyance shall be in the sole discretion of Declarant.

4.3 Conveyance by any Person. Any Person other than Declarant may convey title to all or any portions of the Property, or any easement or interest therein, to the Master Association as Common Property, but the Master Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the Master Association, unless the Board expressly accepts the conveyance by having an officer of the Master Association acknowledge such acceptance on the deed or other instrument of conveyance or by recording a later written acceptance of such conveyance in the public records of the County. Such property shall be conveyed by quit-claim deed.

4.4 Use and Benefit. All Common Property owned or leased by Master Association shall be held by the Master Association for the use and benefit of the Master Association, the Benefited Parties, and any other Persons authorized to use the Common Property or any portion thereof by Declarant or the Master Association. All Common Property shall be used for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this Declaration, subject to the terms of any easement, restriction, reservation or limitation of record affecting the Common Property or contained in the deed or instrument conveying the Common Property to the Master Association, and subject to any rules and regulations adopted by the Master Association. The Master Association may restrict use of any Common Property when the nature of such property is not intended for the use of some of the Benefited Parties or may restrict the type of use or times of use in any way deemed appropriate by the Board. An easement and right for such use of the Common Property is hereby created in favor of all Benefited Parties, appurtenant to the title to their portion of the Property, subject to any rules and regulations promulgated by the Master Association. In addition, (a) Declarant shall have the right, in its sole discretion, to permit access to and use of the Common Property to and by individuals other than as so described herein, and (b) Declarant retains and reserves the right to grant easements and rights of way in, to, under and over the Common Property so long as Declarant is a member of the Master Association for such purposes as Declarant shall reasonably deem necessary or helpful in connection with the development, sale or operation of the Community.

4.5 Additions, Alterations or Improvements.

4.5.1 On or before Turnover, the Master Association shall have the right to make additions, deletions, alterations or improvements to the Common Property (if any) and to purchase any personal property as it deems necessary or desirable from time to time. The cost and expense of any such additions, deletions, alterations or improvements to the Common Property, or the purchase of any personal property, shall be a common expense.

4.5.2 Subsequent to Turnover, the Master Association shall have the right to make additions, alterations or improvements to the Common Property, and to purchase any personal property as it deems necessary or desirable from time to time; provided, however, that the approval of a majority of the Members present in person or by proxy at a duly called meeting of the Master Association shall be required

for any addition, alteration or improvement, or any purchase of personal property, for which the annual expense exceeds 10% of the annual budget in effect at the time the addition, alteration, improvement or purchase is contemplated by the Master Association. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Property, or any existing improvements or personal property associated therewith, or with respect to any property being conveyed to the Master Association by Declarant. The cost and expense of any such additions, alterations or improvements to the Common Property, or the purchase of any personal property, shall be a common expense.

4.5.3 So long as Declarant owns any portion of the Property, Declarant shall have the right to make any additions, alterations or improvements to the Common Property as may be desired by Declarant in its sole discretion from time to time, at Declarant's expense.

4.6 Dedications. Declarant hereby reserves the right to dedicate, grant or convey all or any portions of the Property owned by it, or any interest or easement therein, to any governmental or quasi-governmental agency or private or public utility company. Declarant also shall have the right to direct the Master Association to likewise dedicate, grant or convey any Common Property, or any interest or easement in any Common Property, owned by the Master Association whereupon the Master Association shall execute such documents as will be necessary to effectuate such dedication; provided, however, that this right of Declarant shall terminate when Declarant either is no longer a Member or has duly executed and recorded in the public records of the County a notice releasing and waiving this right, whereupon the right shall be vested solely within the Master Association. Any portion of the Property, or any interest or easement therein, which is dedicated, granted or conveyed pursuant to this provision shall not be subject to this Declaration, unless the instrument so dedicating, granting, or conveying such portion of the Property, interest or easement specifically provides that same shall remain subject to this Declaration.

4.7 Master Association Rights as to Common Property. The rights and easements of the Benefited Parties and, in general, the use of the Common Properties shall be subject to the following:

4.7.1 The right of the Master Association to limit the use of the Common Properties.

4.7.2 The right of the Master Association to suspend the enjoyment rights of an Owner, if and up to the maximum extent permitted by law, for any period during which any Assessment remains unpaid, or for any infraction of the Rules and Regulations or this Declaration.

4.7.3 The right of the Master Association to dedicate or transfer all or any part of the Common Property owned by the Master Association to any governmental body, quasi-governmental body, public agency, authority or utility for purposes associated with such entities. No such dedication or transfer shall be effective unless the Members entitled to cast at least 67% of the total Class A votes and all of the Class B votes agree to such dedication or transfer; provided, however, that this paragraph shall not preclude (a) the Master Association, on or before Turnover pursuant to Section 14.1 hereof, from dedicating or transferring all or any portion of the Common Property owned by the Master Association to any public agency, authority or utility for such purposes without the consent of the Owners; (b) the Board of Directors from granting specific easements for the installation and maintenance of electrical, telephone, special purpose cable for television and other uses, water and sewer, fire protection, trash collection and utilities and drainage facilities and other utilities or services of the like, upon, over, under and across the Common Property without the consent of the Members; or (c) prevent Declarant from granting such specific easements with regard to any portion of the Property owned by Declarant, including any Common Property, without the consent of the Members.

4.7.4 The right of the Master Association to impose reasonable Rules and Regulations with respect to the use of the Common Properties in addition to those set forth herein.

4.7.5 The restrictions and conditions of any applicable zoning ordinance or development order, or any other regulation, rule or statute.

4.8 Extension of Rights and Benefits. Every Owner shall automatically have the rights and easements of enjoyment vested in him under this Article extended to each of the applicable Benefited Parties, and to such other persons as may be permitted by the Master Association.

4.9 Lease and Operation. The Master Association shall have the right to enter into agreements for the lease or operation of all or a portion of the Common Property, whether or not for profit.

4.10 Maintenance Agreements. Declarant, and after Declarant no longer owns any portion of the Property, the Master Association, shall have the right to enter into agreements for lease, use, license, maintenance or easement with any governmental or quasi-governmental agency or private or public utility company in order to obligate the Master Association to maintain and/or upkeep certain real property not owned by Declarant or the Master Association and which may or may not constitute a portion of the Property, including, without limitation, any roads, right-of-ways, medians, swales and berms. All expenses to the Master Association shall be common expenses of the Master Association.

4.11 Mortgage and Sale of Common Property. Unless in connection with a specific provision of this Declaration, the Master Association shall not abandon, partition, subdivide, encumber, sell or transfer any Common Property owned by the Master Association without the approval of at least 67% of the total Class A votes and all of the Class B votes. If ingress or egress to any portion of the Property is through any Common Property, any conveyance or encumbrance of such Common Property shall be subject to an appurtenant easement for ingress and egress in favor of the Owner(s) of such portion of the Property, unless alternative ingress and egress is provided to the Owner(s).

ARTICLE 5: NON-RESIDENTIAL ACTIVITIES

5.1 General Exclusion for Non-Residential Activities. No non-residential (i.e., commercial) activity of any nature shall be permitted on the Property, except as specifically provided in this Article or otherwise specifically stated in other portions of this Declaration.

5.2 Specific Exemptions for and Reserved Rights to Declarant. Until such time as Declarant no longer owns any portion of the Property, Declarant shall be entitled to:

5.2.1 develop and construct Homes in the Community as it deems necessary or desirable from time to time, and to modify the general plan of development as Declarant desires in its sole discretion from time to time;

5.2.2 conduct any and all sales and marketing activities deemed necessary or desirable in Declarant's sole discretion for the sale and resale of the Homes and Parcels within the Community or in other communities being developed Declarant or its related entities;

5.2.3 construct on any portion of the Common Property or any lands owned or leased by Declarant portable, temporary or accessory structures to be used for Declarant's sales, marketing, construction or general office purposes or as may be otherwise deemed necessary or desirable in Declarant's sole discretion;

5.2.4 allow guests or potential purchasers of a Home in the Community to occupy on a short-term, temporary or guest basis a Home owned or leased by Declarant (so as to further Declarant's sales and marketing activities);

5.2.5 conduct tours of the Community to any persons as desired by Declarant;

5.2.6 conduct commercial enterprises on the Property as deemed necessary or desirable by Declarant;

5.2.7 construct, maintain and use maintenance facilities and buildings as may be needed from time to time for the proper operation of the Community and to permit the Master Association to perform its duties hereunder;

5.2.8 temporarily deposit, store, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Community;

5.2.9 post, display, inscribe or affix to the exterior of any portion of the Common Property, or other portions of the Community owned by Declarant, signs or other materials used in developing, constructing, selling or promoting the sale of any portion of the Community, including, without limitation, Homes;

5.2.10 excavate fill from any lakes or waterways within and/or contiguous to the Community by dredge or dragline, store fill within the Community and remove and/or sell excess fill, and grow or store plants and trees within, or contiguous to, the Community and use and/or sell excess plants and trees;

5.2.11 construct, maintain and use buildings and offices necessary for the management of the Community and the Master Association by a related or third party property management company;

5.2.12 undertake, promote and hold marketing, promotional and/or special events within the Community from time to time as deemed or desirable by Declarant in its sole discretion; and

5.2.13 undertake any other activities which, in the sole opinion of Declarant, are necessary for the promotion, development and sale of any portion of the Community or any other projects owned or developed by Declarant or its affiliated entities.

5.3 Specific Exemptions Allowing for Commercial Activities. Notwithstanding any provision of this Article 5 to the contrary, the following commercial activities shall be permitted:

5.3.1 Amenities Owner. The Amenities Owner shall be entitled to conduct commercial enterprises on the Amenities Property in conjunction with or are related to the operation of the Amenities, which enterprises are deemed and necessary and desirable by the Amenities Owner in its sole discretion. Such commercial enterprises may, but shall not necessarily, include, (a) the operation of a ship store in conjunction with the Amenities or the adjacent marina facilities, (b) the operation of restaurants and bars, (c) the provision of fitness and luxury services such as a masseuse or personal trainer, (d) the provision of valet and concierge services to the Owners, and (e) the operation of maintenance facilities as may be needed from time to time.

5.3.2 Dry Dock Condominium. The Owners of Dry Dock Units and the Dry Dock Association shall be entitled to conduct commercial enterprises on the Property in connection with or related to the Dry Dock Condominium, which enterprises are deemed and necessary and desirable by Declarant for so long as it is in control of the Dry Dock Association (and thereafter the Dry Dock Association) in its sole discretion. Such commercial enterprises may, but shall not necessarily, include, (a) the operation of a boating storage and use facility, and (b) related services. Notwithstanding any provision herein to the contrary or contained within the Dry Dock Declaration, no commercial enterprise shall be permitted within or pertaining to the Dry Dock Condominium without the prior written consent of Declarant for so long as Declarant owns any portion of the property contained within the Community.

5.3.3 Upland Buffer Lands Owner. The Upland Buffer Lands Owner shall be entitled to conduct commercial enterprises on the Property in connection with or related to the Wet Slips, which

enterprises are deemed and necessary and desirable by the Upland Buffer Lands Owner in its sole discretion. Such commercial enterprises may, but shall not necessarily, include, (a) the operation of a wet boating use facility, and (b) related services. Notwithstanding any provision herein to the contrary or contained within the Marina Club Declaration, no commercial enterprise shall be permitted within or pertaining to the Wet Slips or in the waters lying adjacent to the Upland Buffer Lands without the prior written consent of Declarant for so long as Declarant owns any portion of the property contained within the Community.

ARTICLE 6: USE AND ARCHITECTURAL RESTRICTIONS

6.1 General Applicability of this Article to the Property. All use and development of the Property shall conform to the provisions of this Declaration and any other restrictive covenants recorded against all or a portion of the Property, as may be amended from time to time, including, without limitation, any Subdivision Declaration. The Residential Property shall be used only for residential and related purposes. Additional covenants imposed on that portion of the Residential Property within any Subdivision Association by a Subdivision Declaration may impose stricter standards than those contained in this Article. The Master Association, acting through its Board of Directors, shall have standing and the power to enforce standards imposed by the Subdivision Declarations, and each Owner, by virtue of taking title to a Home, and each Subdivision Association hereby agrees and consents, and shall be deemed to agree and consent, to the Master Association's powers under this Section 6.1. The Dry Dock Condominium Property and the Upland Buffer Lands shall be used for the purposes intended therefore.

This Article contains provisions and restrictions which permit or prohibit certain conduct or uses and which may require certain permitted uses to be approved by the ARC pursuant to this Declaration. The provisions and restrictions of this Article are illustrative only and shall in no event be deemed a comprehensive list of items subject to approval hereunder.

6.2 Specific Exemption for Declarant. Notwithstanding anything to the contrary herein, Declarant shall be exempt from application of the terms and provisions of this Article so long as it owns any portion of the Property. This Section 6.2 may not be amended without the prior written consent of Declarant.

6.3 Rules and Regulations. The Master Association, acting through its Board of Directors, shall have the authority to make and to enforce reasonable Rules and Regulations which provide standards governing the use of the Property, in addition to those contained herein.

6.4 Owners and Authorized Users Bound; Owner's Liability.

6.4.1 In General. Use restrictions shall be binding upon all Owners and Authorized Users of Homes and other portions of the Property. All provisions of the Governing Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Authorized Users. Every Owner shall cause his or her Authorized Users to comply with the Governing Documents, and shall be responsible for all violations and losses to the Property caused by such Authorized Users, notwithstanding the fact that such Authorized Users are fully liable and may be sanctioned for any violation of the Governing Documents.

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

6.4.2.1 Fail to perform its responsibilities as set forth herein or otherwise violate or breach the provisions of the Governing Documents; or

6.4.2.2 Cause any damage to any improvement or to any portion of the Residential Property or the Common Property; or

6.4.2.3 Impede Declarant or the Master Association from exercising its rights or performing its responsibilities hereunder, including obligations under any applicable permits; or

6.4.2.4 Undertake unauthorized improvements or modifications to a Home or Unit, the Residential Property or the Common Property; or

6.4.2.5 Impede Declarant from proceeding with or completing the development of the Community,

Declarant and/or the Master Association, where applicable, after fifteen (15) days' prior written notice (except that in the event of an emergency as determined by the Master Association's president or by the Board, no prior written notice shall be required), shall have the right, through its agents and employees, to cure such violations or breaches, including, but not limited to, by entering upon the Unit or Parcel and causing the violation or breach 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 of curing such violations or breaches, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, shall be assessed against the Owner as a Specific Assessment.

6.4.3 Non-Monetary Defaults. In the event of a violation or breach by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or the Master 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 7 days after receipt of such written notice, the party entitled to enforce same may, at its option:

6.4.3.1 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

6.4.3.2 Commence an action to recover damages; and/or

6.4.3.3 Take any and all actions reasonably necessary to correct the violation or breach.

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 at all levels, including appeals, collections and bankruptcy, shall be assessed against the Owner as a Specific Assessment, and shall be immediately due and payable without further notice.

6.4.4 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.

6.4.5 Rights Cumulative. All rights, remedies, and privileges granted to Declarant, the Master Association and/or the ARC pursuant to any terms, provisions, covenants or conditions of this Declaration, or the ARC Guidelines, shall be deemed to be cumulative, and the exercise of any one or more of same 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.

6.4.6 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or the ARC Guidelines may be enforced by Declarant and/or, where applicable, the Master Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein or contained in the ARC Guidelines, to restrain such violation, to require compliance with

the provisions contained herein, to recover damages, or to enforce any lien created herein or in the ARC Guidelines. The expense of any litigation to enforce this Declaration or the ARC Guidelines 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 ARC Guidelines.

6.4.7 Fines. Except to the extent prohibited by law, in the event of a violation or breach of the provisions contained herein by an Owner or a person acting by, through, or under an Owner, the Rules and Regulations, the ARC Guidelines, or other rules and regulations promulgated by the ARC or the Master Association (as may be applicable), the Master Association shall have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be a Specific Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, the ARC Guidelines, or other rules and regulations promulgated by the ARC shall be treated as a separate violation and shall be subject to a separate fine. The decisions of the Master Association as to the levying of a fine shall be final. Fines shall be in such reasonable and uniform amounts as the Master Association shall determine from time to time in its sole discretion. Suspensions and fines shall be imposed in the manner provided in Section 720.305, Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures regarding the levying and enforcement of fines from time to time.

6.5 Parking and Vehicular Restrictions. No vehicle shall be parked anywhere but on paved areas intended for that purpose. Parking on lawns or landscaped areas is prohibited, unless specifically approved or designated for such purpose. Automobiles shall be parked in the parking spaces contained within the property of a Subdivision as determined by the Subdivision Declaration for such property, or as otherwise designated for parking. No unlicensed vehicle or vehicle which cannot operate on its own power shall remain in the Community for more than 12 hours. No repair, except for emergency repair, of vehicles shall be made within the Community, except as otherwise permitted on the property of a Subdivision. No "commercial vehicle" (i) shall be permitted to be parked in the Community for a period of more than 4 hours per day unless such commercial vehicle is temporarily present and necessary in the actual construction, maintenance or repair of a Unit or other improvements in the Community, or (ii) shall be permitted to be parked overnight or stored in the Community unless fully enclosed within a garage (which shall be deemed to include any enclosed parking areas contained within a Subdivision). For the purposes of this Declaration, "commercial vehicle" means a vehicle which is determined by the Master Association to be for a commercial purpose (and the Master Association shall take into consideration, among other factors, lettering, graphics or signage located on or affixed to the exterior of the vehicle which identifies a business or commercial enterprise, but the existence of such lettering, graphics or signage shall not be dispositive). No boats, jet skis, wave runners, boat trailers, trailers of any kind, campers, motor homes, mobile homes, truck campers, mopeds, motorcycles or buses shall be permitted to be parked in the Community, unless parked in an area designated by Declarant for such purposes. Specific provisions pertaining to electric carts are contained in Section 6.34 hereof. No vehicle shall be used as a domicile or residence, temporarily or permanently. This Section does not apply to vehicles utilized for sales, construction or maintenance operations of or by Declarant, the Master Association, the Dry Dock Association, the Upland Buffer Lands Owner and the Boating Association. No amendment or modification to this Section shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.6 Driveways. All driveways in the Community shall be paved and of stable and permanent construction. Unless prior written approval of the ARC is obtained, the driveway base shall be concrete or brick pavers. No driveway surface shall be painted, repainted, or otherwise artificially colored or recolored without the prior written approval of the ARC.

6.7 Traffic Regulation. The Master Association may, but shall not be obligated to, employ individuals, enter into one or more agreements to enforce rules and regulations concerning operation of

motorized vehicles, promulgate parking restrictions and to otherwise provide a more enjoyable environment, on the internal roads of the Community.

6.8 Animals and Pets.

6.8.1 No more than a total of 3 commonly accepted household pets (such as dogs and cats) may be kept within a Unit or upon a Parcel. Notwithstanding the preceding sentence, with regard to a Subdivision, the applicable terms of the Subdivision Declaration shall set forth any restrictions on pets for that particular portion of the Community. The lack of any restrictions on or provisions governing the existence of animals and pets in a Subdivision Declaration as originally recorded shall mean that the Subdivision is subject to the provisions of this Section 6.8.

6.8.2 Swine, goats, horses, pigs, cattle, sheep, chickens, and the like, are hereby specifically prohibited from being kept in the Community. Animals, fowl, birds and reptiles which are deemed by the Board to be obnoxious are prohibited. The determination of what is or what may be obnoxious shall be determined by the Master Association in its sole discretion. No animal breeding or sales as a business shall be permitted in the Community.

6.8.3 A determination by the Board that an animal or pet kept or harbored within a Home, Parcel or Unit is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be kept on the exterior (i.e., non-enclosed) portions of the Property, or left unattended on a balcony, porch, patio or lanai. All pets shall be walked on a leash by an adult and no pet shall be permitted to leave its excrement on any portion of the Property, and the owner of such pet shall immediately remove the same. No pet shall be permitted outside of a Home except on a leash. When notice of removal of any pet is given by the Board, the pet shall be removed within 48 hours of the giving of the notice.

6.8.4 Each Owner, by virtue of taking title to a Unit or Parcel, shall indemnify the Master Association and Declarant and hold them harmless from and against any loss or liability of any kind or character whatsoever arising from such Owner's having any pet upon any portion of any property subject to this Declaration. The Master Association shall have the power and right to promulgate rules and regulations in furtherance of the provisions of this Section, including, but not limited to, weight limitations, the number of pets and breeds of pets.

6.9 Nuisances; Hazardous Materials. No noxious or offensive activity shall be conducted upon any portion of the Property, nor shall anything be done thereon which may become an annoyance or nuisance to the Community or its members. No inflammable, combustible or explosive fluid or chemical substance shall be kept on any portion of the Property except such as are required for (a) normal household use, which substances shall be kept within a Home, and (b) the operation, maintenance and use of the Wet Slips or the Dry Dock Condominium. No Owner shall permit or suffer anything to be done or kept in his Home or Parcel which will increase the rate of insurance as to other Owners or to the Master Association or Declarant.

6.10 Trash; Garbage Containers. No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be maintained in sanitary containers with lockable tops or as required by the Master Association or the applicable ordinances of the County. All equipment for the storage or disposal of trash shall be kept in a clean and sanitary condition.

6.11 Satellite Dishes. Satellite dishes, aerials, antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Home shall be permitted without any requirement for approval from the Board of Directors.

Satellite dishes, aerials and antennas (including, but not limited to, ham radio antennas) shall not be permitted on the non-enclosed dwelling portions of the Residential Property except to the extent required to be permitted by applicable law (including, but not limited to, the Federal Telecommunications Act of

1996). The Master Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations, provided same are not violative of federal law, concerning the size and location of, and safety restrictions pertaining to, the installation of such signal reception equipment. Notwithstanding any provision to the contrary, only antennae, aerials and satellite dishes which are designed to receive signals shall be permitted (i.e., no antennae and satellite dishes which broadcast a signal shall be permitted).

Notwithstanding any provision to the contrary, the Master Association, in its discretion and from time to time, shall have the power and ability to erect or install any satellite dish, aerial or antenna or any similar structure on the Common Property, provided that such satellite dish, aerial or antenna be solely utilized for the reception of television signals to be utilized by the residents of the Community or for controlled access or privacy purposes.

6.12 Energy Conservation Devices. The ARC must approve all solar panels and energy conservation equipment prior to installation of such equipment. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems, or other applicable governmental regulations and/or ordinances. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ARC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.0 feet above the surface of the roof of an improvement, and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the improvement for which such equipment is installed. This provision is not intended to prohibit the use of energy conservation devices.

6.13 Division of Lands; Prohibition Against Timesharing. No Parcel shall be subdivided or its boundary lines changed except by Declarant as to the Parcels owned by Declarant and otherwise except with the prior written approval of the Board of Directors. The Board may permit a division in ownership of any Parcel intended for a single family detached residence as shown on a plat, but solely for the purpose of increasing the size of the adjacent Parcels. Declarant hereby expressly reserves the right to replat any Parcels owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No portion of the Property shall be made subject to any type of timeshare program, interval ownership, vacation club or similar program (except for hotel lodging purposes by Declarant) whereby the right to exclusive use of the Home or other Parcel rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years. This Section shall not prohibit ownership of such property by joint tenants or tenants-in-common nor shall it prohibit ownership by an owner who is not a natural person. Notwithstanding anything to the contrary, Declarant shall specifically be exempt from any timeshare or interval ownership development restrictions imposed by this Declaration, and in its sole discretion may develop a timeshare regime or facility or vacation club on any portion of the Residential Property from time to time. No amendment or modification to this Section shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.14 Firearms. The discharge of firearms within the Community is prohibited. The term "firearms" includes "B-B" guns, paintball guns, pellet guns, and other firearms of all types, regardless of size.

6.15 Irrigation. No sprinkler or irrigation systems of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Property shall be installed, constructed or operated within the Property by any Person other than Declarant or the Master Association. No Person may install a pump or otherwise divert any waters from any lake located wholly or partially on, or which are adjacent to, the Property for purposes of irrigation or any other purpose.

6.16 Wells and Drainage. No private water system or well shall be constructed or permitted on any portion of the Property, either for personal use or for irrigation. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant or the Master Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself and grants to the Master Association a perpetual easement across the Property for the purpose of altering drainage and water flow, provided the same shall not unreasonably interfere with an Owner's use of a Parcel. Notwithstanding the foregoing, Declarant shall be permitted to install and maintain wells on the Property as they determine from time to time (in which event such wells shall be deemed to be permitted once the property upon which the well is located is conveyed to a third party).

6.17 Sewage Disposal; Septic Tanks. No individual sewage disposal system shall be permitted on any portion of the Property unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the ARC and all applicable governmental authorities. Prior written approval of such system as installed shall be obtained from the ARC and all applicable governmental authorities. Septic tanks are not permitted on any portion of the Property, except for sales centers, models or construction offices of Declarant or as otherwise permitted by the ARC in conjunction with temporary use.

6.18 Temporary Structures. No structure of a temporary character, trailer, tent, shack, stand-alone garage, barn or other outbuilding (a) shall be used on any portion of the Property at any time as a residence either temporarily or permanently, except that Declarant may place any type of temporary structure on any portion of the Property at any time to aid in its construction and/or sales activities, or (b) shall be permitted to be located on any portion of the Property for any other purpose without the prior written approval of the ARC (Declarant shall be exempt from this approval requirement with regard to Declarant-owned Parcels).

6.19 Insurance Rates. Nothing shall be done or kept in the Property which will increase the rate of insurance on any property insured by the Master Association without the approval of the Board, nor shall anything be done or kept within any Home or upon a Parcel or the Common Areas which would result in the cancellation of insurance on any property insured by the Master Association or which would be in violation of any law.

6.20 Sight Distance at Intersections. All portions of the Property located at street intersections shall be landscaped in a manner so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem, as the same is determined by the Board of Directors.

6.21 Utility Lines. No overhead utility lines, including, without limitation, lines for electric, telephone and cable television, shall be permitted within the Property, except for temporary lines as required during construction and lines within the Property as the same may exist on the date hereof. All utility lines shall be required to exist underground.

6.22 Wetlands, Lakes and Water Bodies. Any and all lakes, ponds and streams within the Property, if any, shall be designated as aesthetic and drainage or irrigation amenities only. No swimming, boating, playing, fishing or use of personal flotation devices on all water bodies or lakes, shall be permitted.

6.23 Increase in the Size of Lands; Changes in Elevation. No portion of the Property shall be changed in size by filling in any water body or lake it may abut or by excavating existing ground, except upon the prior written approval of the ARC. In no manner shall the elevation of any portion of the Property be changed so as to materially affect the surface elevation or grade of the surrounding lands and areas without the prior written approval of the ARC.

6.24 Signs.

6.24.1 In General. No sign, billboard or advertisement of any kind, including, without limitation, those of realtors, contractors, subcontractors and for sale or for lease signs, shall be erected within the Property without the written consent of the ARC and in accordance with the Community Wide Standard, except as may be required by legal proceedings or applicable law, and except signs, regardless of size, used by Declarant, its successor and assigns, and replacement of such signs. If permission is granted to any Owner to erect a sign within the Property, the ARC reserves the right to restrict the size, color, lettering, height, material and location of the sign. Under no circumstances shall signs, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Property be permitted within the Property. The ARC may promulgate rules and regulations for signs which do not require prior ARC approval to be placed on a Parcel. No sign shall be nailed or otherwise attached to trees.

6.24.2 Homes for Sale. Homes which are for sale may be shown by prior appointment only. "For sale" signs shall only be permitted to be placed upon a Home in accordance with the Rules and Regulations and/or the ARC Guidelines and with the prior written approval of the ARC. The ARC shall have the power to determine, in its sole discretion and from time to time, standards for the size, style, location and placement of "for sale" signs. No signs shall be permitted indicating that a Home will be sold by means of a public or private auction.

6.24.3 Prohibition Against Signs Advertising Homes for Rent or Lease. No "open house," "for rent," or like signs shall be permitted on any Home or Parcel or the Common Property.

6.24.4 Traffic Signs. The Master Association shall be responsible for the installation, maintenance, repair and/or replacement of all traffic signs within the Community. The Master Association, for aesthetic purposes, may not, and shall not be required to, fully utilize the Florida Department of Transportation standards for any or all traffic signs.

6.24.5 Declarant Exemption; Amendment to Provisions Concerning Signs. Declarant is specifically exempt from the provisions of this Section 6.24, and as such shall be entitled to erect such signs as it deems necessary or desirable in Declarant's sole discretion from time to time. No amendment or modification to this overall Section pertaining to signs shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.24.6 Amenities Owner Exemption; Amendment to Provisions Concerning Signs. The Amenities Owner is specifically exempt from the provisions of this Section 6.24, and as such shall be entitled to erect such signs as it deems necessary or desirable on the Amenities Property in the Amenities Owner's sole discretion from time to time. No amendment or modification to this overall Section pertaining to signs on the Amenities Property shall be effective without the prior written consent of the Amenities Owner.

6.25 Air Conditioning Units. No window air conditioning units may be installed on any Home or other Parcel except in connection with a temporary structure operated by Declarant or the Amenities Owner.

6.26 Lighting. Except for seasonal Christmas or holiday decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved by the ARC prior to installation.

6.27 Artificial Vegetation, Exterior Sculptures and Similar Items. All artificial vegetation, exterior sculpture, fountains, and similar items must be approved by the ARC prior to installation; provided, however, that nothing herein shall prohibit the appropriate display of the American Flag.

6.28 Outside Window Coverings. Reflective window coverings are prohibited. No awnings, canopies or shutters shall be permanently installed on the exterior of any building unless approved by the ARC prior to installation.

6.29 Fences. Fences are only permitted in accordance with the ARC Guidelines, and no fence of any type or nature shall be constructed without the prior written approval of the ARC. The ARC may, but shall not be required to, impose landscaping requirements in conjunction with approval of a fence application. Declarant, in the course of creating the ARC Guidelines, shall be entitled to place restrictions on the installation of fences on certain portions of the Property based upon the size and dimension of that particular portion of the Property. The provisions of this Section shall specifically not be amended without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.30 Use Indemnity. Every Owner agrees to indemnify, defer and hold harmless the Master Association, Declarant and their partners, shareholders, directors, officers, employees and agents for any claims, demands, losses, costs, fees and expenses related to, or in any way pertaining to, use of any Common Property furnished by Declarant, or the Master Association, by the Owner and other Authorized Users.

6.31 Maintenance Easement. Every Subdivision and Parcel is burdened with an easement permitting the Master Association to utilize any and all portions of the Property abutting the Common Property to maintain portions of the Common Property, provided such easement shall be exercised in a manner which does not interfere with use or enjoyment of the Subdivision or Parcel for its primary purpose and that such use by the Master Association will not damage the landscaping or other improvements on the Subdivision or Parcel.

6.32 Home Business Use. No trade or business may be conducted in or from any Home, except that an Owner or occupant residing in a Home may conduct business activities within the Home so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Home; (b) the business activity conforms to all governmental requirements; (c) the business activity does not involve persons coming onto the residential properties who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of Home and does not constitute a nuisance, or a hazardous or offensive use, or threaten the privacy or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this subsection, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Home shall not be considered a trade or business within the meaning of this Section.

6.33 Landscaping. Installation and removal of landscaping shall be accomplished by a Subdivision Association (based upon the provisions contained in the applicable Subdivision Declaration), the Dry Dock Association or the Upland Buffer Lands Owner (as and to the extent applicable with regard to their particular lands) and shall be subject to the prior written approval of the ARC (except that replacement of landscaping with the same species of landscaping and in the same location shall not require prior ARC approval). No trees shall be removed except (i) for diseased or dead trees, (ii) to prevent the spread of disease affecting trees and landscaping, and (iii) trees needing to be removed to promote the growth of other landscaping or for safety reasons, and such removal may be conditioned upon replacement of removed trees. Landscaping maintenance activities shall be undertaken during such hours and on such days as the Board of Directors may determine from time to time pursuant to the Board's rulemaking powers. Notwithstanding the foregoing to the contrary, (a) Declarant and the Amenities Owner shall be exempt from

the provisions of this Section 6.33, and (b) the Master Association shall be solely responsible for maintenance of all landscaping located on the Common Property. The provisions of this Section 6.33 shall not be amended in a manner adverse to (x) Declarant without the prior written consent of Declarant for so long as Declarant owns any portion of the Property, and (y) the Amenities Owner without the prior written consent of the Amenities Owner.

6.34 Golf Carts and Electric Carts.

6.34.1 No private golf carts shall be permitted in the Community, save and except for golf carts (a) which are used by Declarant in the course of its sale and development of the Community (in which case such golf carts shall be permitted upon the roadways and Common Properties of the Community), or (b) which are used by the Master Association, a Subdivision Association, the Dry Dock Association or the Boating Association in the fulfillment of its duties in and for all or part of the Community (in which case such golf carts shall be permitted upon the roadways and Common Properties of the Community). Each Owner, by virtue of taking title to a Unit or Parcel, understands and agrees, and shall be deemed to understand and agree, that private golf carts are not permitted on or within a Unit or Parcel and that golf carts shall only be permitted in the limited fashion prescribed by this Section 6.34.1. No amendment or modification to this Section shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.34.2 Separate and apart from private golf carts, private electric vehicles designed for temporary, short-distance transportation ("Private Electric Vehicle") shall be permitted within the Community, but only upon the following terms:

6.34.2.1 All Private Electric Vehicles must be properly licensed and tagged as required by applicable law.

6.34.2.2 All Private Electric Vehicles shall have a maximum capacity of 2 persons, and shall be required to have seating areas for both driver and passenger (meaning that Private Electric Vehicles operated in a standing position are not permitted).

6.34.2.3 All Private Electric Vehicles shall be operated only upon the roadways of the Community. In no manner shall a Private Electric Vehicle be operated or located on any sidewalk areas. Private Electric Vehicles are not permitted to be used as an Owner's source of transportation to and from the Community, and Private Electric Vehicles shall not be permitted to be operated on and within public rights-of-way.

6.34.2.4 Private Electric Vehicles shall only be parked in parking spaces contained within the parking lots contained in the Community which serve the residents and authorized users of the Community.

6.34.2.5 The Master Association reserves the right, in its sole discretion and from time to time, to promulgate rules and regulations concerning the nature, type and use of Private Electric Vehicles.

6.34.2.6 The provisions of this Section 6.34.2 shall in no manner apply to hybrid (i.e., having both gas and electric motors) automobiles. Further, Declarant, the Master Association, any Subdivision Association, the Dry Dock Association and the Boating Association shall be exempt from the provisions of this Section 6.34.2.

6.35 View Impairment. Neither the Declarant nor the Master Association guarantees or represents that any view over or across the Common Property to and from the Units or any other portion of the Property shall be preserved without impairment. The owners of such property shall have no obligation to thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add or

withdraw trees and other landscaping and other improvements or changes to the Common Properties from time to time. The Master Association, or Declarant as and to the extent applicable, may, in its sole discretion, change the location, configuration, size and elevation of buildings, trees, and other landscaping of the Property. Any such changes or additions may diminish, obstruct or impair any view from the Units or Parcels, and any express or implied easements for view purposes or for the passage of light and air are hereby disclaimed.

6.36 Wildlife. All Persons are hereby notified that from time to time alligators, snakes and other wildlife may inhabit or enter into or exit from water bodies or conservation areas within the Community and may pose a threat to persons, pets and property.

6.37 Use of Common Property. There shall be no alteration, addition or improvement of any Common Property, except as provided in this Declaration, nor shall any Person use the Common Property, or any part thereof, in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Master Association or approved and authorized in writing by the Master Association.

6.38 Mailboxes. Mailboxes shall be installed in connection with the development of the Community by Declarant in its sole discretion and in accordance with U.S. Postal Service requirements. A perpetual, non-exclusive easement is hereby declared across the Common Property for purposes of permitting delivery of the mail.

6.39 Extended Vacation or Absences. In the event a Home will not be occupied for an extended period of time, the Home must be prepared prior to departure by:

6.39.1 notifying the Master Association of such absence and the anticipated date of return;

6.39.2 removing all removable furniture, plants and other items of personal property from the exterior of the Home; and

6.39.3 designating a person or entity to care for the Home during such period of absence (both in terms of routine care and in the event of damage) and providing necessary access to the Home (the Homeowner is required to provide the Master Association with the name and telephone number of the designated person or entity).

The Master Association hereby disclaims any responsibility with regard to each unoccupied Home, and the Homeowner hereby acknowledges and agrees that the Master Association has no duty with regard to any unoccupied Home under this Section.

6.40 Storm Shutters. Subject to applicable law, storm shutters and other similar equipment shall only be permitted upon the prior written approval of the ARC in accordance with the ARC Guidelines. Storm shutters and other similar equipment shall only be permitted to be closed or otherwise put into use or activated in direct anticipation of severe weather, with the sole exception being the temporary closure or use of a shutter to provide shading from sunlight (and in such event, the shutter shall be opened as soon as the sunlight is no longer prevalent). Notwithstanding any provision herein to the contrary, any provisions contained in a Subdivision Declaration pertaining to storm shutters shall supersede the provisions of this Section 6.40.

6.41 Garage Sales. No garage sales or other private sales of a similar nature shall be permitted at any time in the Community, it being the specific intention of the Declarant to preserve the distinct nature and character of the Community as developed. No amendment or modification to this Section shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

6.42 Prohibition Against Auctions. No Home, or any personal property contained within or pertaining to a Home, shall be permitted to be sold by means of a public or private auction held within the Home or upon any portion of the Community; provided, however, that the sale of a Home, or any personal property contained within or pertaining to a Home, pursuant to court order (such as, but not necessarily limited to, an order of forced sale as a result of foreclosure, bankruptcy or seizure) shall be exempt from the prohibitions of this Section 6.42.

6.43 Rules and Regulations. The Board of Directors may from time to time adopt, or amend previously adopted, rules and regulations governing (i) the interpretation and more detailed implementation of the restrictions set forth in this Declaration, including those which would guide the Committee in the uniform enforcement of the foregoing general restrictions, and (ii) the details of the operation, use, maintenance, management and control of the Common Properties; provided, however, that copies of such rules and regulations shall be furnished to each Owner prior to the time same becoming effective and provided that said rules and regulations are a reasonable exercise of the Master Association's power and authority based upon the overall concepts and provisions of this Declaration.

6.44 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration will be interpreted, construed or applied to prevent Declarant or with the prior written consent of Declarant so long as Declarant is an Owner of any portion of the Property, and then the Master Association, the Amenities Owner, or its or their contractors, subcontractors, agents, and employees, from doing or performing on all or any part of the Property owned or controlled by Declarant or the Amenities Owner, respectively, whatever they determine to be reasonably necessary or convenient to complete the development of the Community, including, but not limited to:

6.44.1 Improvements. Erecting, constructing, and maintaining such structures and other improvements as may be reasonably necessary or convenient for the conduct of such Declarant's or other permitted Owner's business of completing the development, establishing the Property as a mixed-use community, disposing of the same by sale, lease, or otherwise and operating and maintaining a hotel, restaurant, bar, parking, sales and marketing or other non-residential facilities on the Property.

6.44.2 Development. Conducting thereon its business of completing the development and disposing of the same by sale, lease or otherwise, and operating and maintaining of a hotel, restaurant, bar, parking, sales and marketing or other non-residential facilities on the Property. However, any and all work described herein and proposed to be performed must be performed in accordance with the provisions of the ARC Guidelines.

6.44.3 Signs. Maintaining such signs as may be reasonably necessary or convenient in connection with the development or the sale, lease or other transfer of Homes and/or Parcels or the operating and maintaining of a hotel, restaurant, bar, parking, sales and marketing or other non-residential facilities on the Property.

6.45 Access by Master Association. The officers, employees or designated agents of the Master Association have a right of entry onto the exterior of each Home, the Amenities Property or a Parcel, except those owned by Declarant, to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration or to investigate or enforce the provisions of the Declaration and the rules and regulations of the Master Association. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and the entry may be only upon reasonable notice whenever circumstances permit. Entry into the interior of any Home may not be made for any purpose without the consent of its Owner or occupant Home, except pursuant to court order or other authority conferred by law. Such consent will not be unreasonably withheld or delayed.

6.46 Sound Transmission. Each Owner, by acceptance of a deed or other conveyance of their Unit or Parcel, hereby acknowledges and agrees that sound and impact noise transmission is very difficult to control, and that noises from adjoining or nearby Homes and/or the Amenities and/or the Dry Dock

Condominium Property and/or the Wet Slips and/or mechanical equipment can be heard in another Home. Declarant does not make any representation or warranty as to the level of sound or impact noise transmission between and among Homes and any other portion of the Property, and each Owner hereby waives and expressly releases, to the extent not prohibited by applicable law as to the date of this Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

6.47 Prohibition Against Citrus Trees in the Community; Landscaping Decontamination Requirements. No "citrus tree" (defined for purposes of this Section as a tree or bush bearing citrus fruit) shall be permitted to be contained in the Community, based upon the current and ongoing difficulties in the state of Florida with citrus canker and the fact that the only method for eradicating citrus canker is to wholly eradicate all citrus species in a community. Such prohibition against citrus trees shall apply both to citrus trees planted in the ground or any planter, pot or other decorative feature. Any and all outside landscaping installation and maintenance contractors shall be required to comply with any decontamination procedures determined by the Board, in its sole discretion, to be reasonably necessary and warranted. In the event there are citrus trees located in the Community prior to the recordation of this Declaration, no Owner or other resident of the Community shall be permitted to harvest any fruit from such trees. The Master Association shall have all right, power and authority to cut down and/or remove any and all citrus trees located in the Community, whether located on the Common Property, a Unit, lands owned by a Subdivision Association, the Upland Buffer Lands, the Dry Dock Condominium Property, or a Parcel. The Master Association shall have the power to levy a Specific Assessment against an Owner who plants or otherwise places a citrus tree on any portion of the Property. The provisions of this Section shall not be amended except upon (a) the affirmative vote of 95% of the total voting interests in the Master Association, (b) Declarant for so long as Declarant owns any portion of the Property, and (c) the Amenities Owner.

ARTICLE 7: EASEMENTS

7.1 Utility Easement. Declarant has identified, or will identify, pursuant to the applicable plats or other instruments, areas for use by all utilities (including, without limitation, electric, telephone, water, sewer, gas, lighting, drainage and Surface Water Drainage and Management System, irrigation distribution system, communication system, and cable and interactive cable television and entry system) for the construction and maintenance of their respective facilities servicing the Property. Declarant hereby reserves unto itself and grants to the Master Association the right by each in accordance herewith to grant to such utilities, jointly and severally, easements (blanket or specific) over any portions of the Property which may be necessary or desirable for such purpose. Any such easement shall be created in such a manner so as not to unreasonably interfere with the beneficial use or occupancy of any Home or Parcel. If specific easements will be granted, the location and extent of such easements will be shown on the plats to be recorded of the Property or in such other instruments defining same to be executed by Declarant for so long as Declarant owns any portion of the Property, and thereafter by the Master Association. In addition to the above, Declarant hereby reserves unto itself and grants to the Master Association, with the right by each to make further grants, an access and use easement over, under, across and through the Property as may be required for the construction, maintenance and operation of any communication, cable television (including interactive), drainage and surface water management, irrigation distribution system and entry system; provided, however, any such easement shall not unreasonably interfere with the beneficial use or occupancy of any Home or Parcel. Declarant and the Master Association, and their respective agents, employees, designees, successors and assigns, shall have full rights of ingress and egress over any portion of the Property for all activities appropriately associated with the purposes of said easements, but all damage to such portions of the Property caused thereby shall be repaired at the cost of the party causing the damage. Nothing in this Article shall obligate Declarant to construct or maintain any specific form of utility.

7.2 Drainage Easement. A perpetual, non-exclusive easement is reserved unto Declarant, and is granted to the Master Association, over, across and through the Property for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities, including the

Surface Water Drainage and Management System provided for in Article 11 hereof. Upon completion of said drainage facilities, the location and extent of specific drainage easements may be shown on the plats or in such other instruments defining same to be executed by Declarant for so long as Declarant owns any portion of the Property, and thereafter by the Master Association. All drainage facilities shall be underground facilities.

7.3 Easement for Encroachments. Each portion of a Unit and other Parcel and the Common Property is hereby subjected to a perpetual easement appurtenant to any adjoining Unit, Parcel or the Common Property to permit the use, construction, existence, maintenance, repair and restoration of structures, located on such adjoining Unit, Parcel or the Common Property including but not limited to driveways, walkways and roof structures which overhang and encroach upon the servient Unit, Parcel or the Common Property, if any, provided that such structures were constructed by Declarant or the construction of such structure is permitted and approved as elsewhere herein provided. The Owner of the dominant Unit, Parcel or the Common Property shall have the right, at all reasonable times, to enter the easement area in order to make full use of such structure for its intended purposes and to maintain, repair and restore any improvements located on the dominant Unit, Parcel or the Common Property; provided, however, that any such entry made for purpose of maintenance, restoration or repair, shall be limited to daylight hours and shall only be made with the prior knowledge of the Owner of the servient Unit, Parcel or the Common Property. In case of emergency, the right of entry for maintenance, restoration or repair shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the Owner of the servient Unit, Parcel or the Common Property. Any damage or dislocation of or to plants or other landscaping on the servient Unit, Parcel (or portion thereof) or the Common Property caused to accommodate the use of this easement by the Owner of the dominant Unit, Parcel (or portion thereof) or the Common Property shall be restored to its earlier condition by such latter Owner. However, the Owner of the servient Unit, Parcel or the Common Property shall not place any improvement, material or obstacle in or over the easement area on the servient Unit, Parcel or the Common Property which would unreasonably interfere with the rights of the Owner of the dominant Unit, Parcel or the Common Property granted by this paragraph. Any such improvement, material or obstacle shall be promptly removed by the Owner of the servient Unit, Parcel or the Common Property at such Owner's expense when requested by the Owner of the dominant Unit, Parcel or the Common Property or Declarant notwithstanding any lapse of time since such improvements, material or other obstacle was placed in or over the easement area. However, in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment or use is materially detrimental to or materially interferes with the reasonable use and enjoyment of the Unit or Parcel of another Owner and if it occurred due to the willful conduct of any Owner.

7.4 Development Easements Reserved to Declarant. Declarant hereby reserves unto itself, and its successors and assigns, non-exclusive easements over, under, upon and through, as well as the right to grant non-exclusive easements over, under, upon and through, all portions of the Property from time to time, whether or not such areas have been conveyed to third parties, for the purposes of (a) permitting and having ingress and egress to and from one portion of the Property to another, (b) constructing, maintaining, repairing, replacing and/or reconstructing improvements, and (c) permitting all other activities necessary or associated with the development of the Community and each and every parcel thereof.

7.5 Ingress and Egress.

7.5.1 Easements in favor of Owners. Each Owner of a portion of the Property and each other Benefited Party of a Unit or Parcel is hereby granted and shall have a perpetual, unrestricted, non-exclusive easement over, across and through the Common Property for the purpose of (i) pedestrian ingress and egress over the sidewalks, walkways and unpaved areas of the Property intended for such purpose, and (ii) vehicular ingress and egress over the paved areas of the Property to and from such Owner's Unit or Parcel, subject only to the right of the Master Association to impose reasonable and non-discriminatory Rules and Regulations governing the manner in which such easement is exercised, which easement shall be appurtenant to and pass with ownership to each Unit and Parcel. Notwithstanding the provisions of the preceding sentence, there shall be no right to use portions of the Common Property

specifically designated for protection of endangered species or specific wildlife or for wetland or conservation purposes without the express prior written approval of the Master Association. Declarant hereby reserves a perpetual, unrestricted, non-exclusive easement over, across and through all roadways of the Property for itself and the Master Association to permit access to, from, across and through the Property.

7.5.2 Easements in favor of the Amenities Property. The Amenities Owner, for itself and its guests, members, employees, licensees, contractors and the like, is hereby reserved a perpetual, non-exclusive easement over, across and through the roadways contained in the Common Property for purposes of permitting legal ingress and egress to and from the Amenities Property.

7.6 Boundary Wall Easement. An easement is hereby reserved to Declarant and granted to the Master Association for the purpose of engineering, designing, constructing and maintaining any boundary wall that may be constructed by Declarant or the Master Association which the Master Association has the obligation to maintain. Once a boundary wall has been constructed, the location of the easement with regard thereto shall be where the boundary wall exists and such area adjacent to the boundary wall necessary for ingress and egress and to construct and maintain such wall. The blanket easement hereby granted shall not interfere with the provisions for access to Units and Parcels by curb cuts, driveways and the like.

7.7 Reciprocal Easements for Encroachments by Boundary Wall or Other Improvements. Reciprocal easements are hereby created for encroachments as between any Units or Parcels and such portion or portions of the Common Property adjacent thereto, or as between adjacent Units or Parcels, or any combination thereof, due to the placement or settling or shifting of any Boundary Wall or other wall or fence or other improvement constructed or reconstructed thereon.

7.8 Providing a Specific Easement. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant as long as it owns any Parcel and thereafter the Master Association through its Board of Directors shall have the right to grant such easement over the Common Areas and other portions of the Property without conflicting with the terms hereof. The easements provided for in this Section shall in no way adversely affect any other recorded easement on the Property or prevent the use of Units or other Parcels for their intended purpose.

7.9 Right of Entry. All policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties as well as agents or employees of Declarant or the Master Association shall have the right, but not the obligation, to enter into any Home or other building on the Property for emergency and safety reasons, and to abate nuisances (including, without limitation, false burglar alarms).

7.10 Conservation Easements. Conservation easements may be created on and pertaining to the Property as more specifically provided in Section 11.9 herein.

7.11 Continuous Maintenance of Easements by the Master Association. Except as provided herein to the contrary, the Master Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system. This obligation shall run with the land as do other provisions of this Declaration, and any Owner may enforce this covenant and will be entitled to costs and fees, pursuant to Section 23.5 hereof, which result from such enforcement.

7.12 Lake Maintenance Easements. A perpetual, non-exclusive easement is hereby reserved to Declarant and the Master Association for a distance of 20 feet on the land side of the control elevation of each lake in the Community in order to permit legal access to and from and to permit the maintenance of all such lakes.

7.13 Non-Interference with Use for the Intended Purpose. Any and all easements reserved and/or declared and/or granted under this Declaration shall not unreasonably interfere with the beneficial use or occupancy of any Unit or Parcel, or of the Amenities Property. It is recognized and agreed, and shall be deemed to be recognized and agreed, by each Owner that temporary disruption to grass and driveway areas shall not be considered to be an unreasonable interference for purposes of this paragraph.

ARTICLE 8: ARCHITECTURAL CONTROL

8.1 ARC Guidelines. Until such time as Declarant no longer owns any portion of the Property, Declarant shall have the exclusive power and right to adopt from time to time the ARC Guidelines, which standards shall be applied by the ARC and the Board of Directors in their respective capacities as provided hereinafter. No material alteration, modification or addition to a Home, or a material change in external appearance of a Home, or any modification, addition or deletion to or from the landscaping as contained within a Subdivision or upon a Parcel subsequent to initial installation by Declarant, shall be undertaken without the prior written approval of the ARC in accordance with this Article. The ARC Guidelines shall be created by Declarant and may be changed in the future by Declarant from time to time in its sole discretion. Upon such time as Declarant no longer owns any portion of the Property, the Master Association shall inure to the powers and rights of Declarant under this Article 8. Upon such occurrence, the Master Association shall have the power, but not the obligation, in the sole discretion of the Board, to delegate, from time to time, all or some of the ARC's responsibilities to a Subdivision Association with regard to a Subdivision, provided that such delegation be determined to be in the best interests of the Community and the Subdivision.

8.2 Role of the Board and the ARC. The purpose of the Board and the ARC is to insure the maintenance of the Property as an area of highest quality and standards and to insure that all improvements on the Property shall present an attractive and pleasing appearance from all sides of view. All references to the ARC shall also reference the Board.

8.3 Composition of the ARC. Until such time as Declarant no longer owns any portion of the Property, Declarant shall be solely responsible for appointing the members of the ARC (it being Declarant's intention to ensure harmonious and consistent use of the various portions of the Property by the Owners), and the number of members shall be permitted to change from time to time in the sole discretion of Declarant. Subsequent to the time that Declarant no longer owns any portion of the Property, (a) the Board shall appoint the chairman and the members of the ARC, (b) the ARC shall consist of 3 members, (c) the Board may remove ARC member(s) if determined beneficial, and (d) where a vacancy or vacancies on the ARC occurs, a successor or successors shall be appointed by the Board.

8.4 Powers of the ARC. The ARC shall represent, act as directed by, and report to the Board. The Board shall retain final authority in case of differing opinion. The ARC shall evaluate, control and approve construction, remodeling, or additions to the buildings and structures and other improvements on the Property in the manner and to the extent set forth herein. No building or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main structure, shall be commenced, placed, erected or allowed to remain on any portions of the Property, nor shall any addition to or exterior change (including repainting) or alteration thereto be made, nor shall any change in the landscaping, elevation or surface contour of any building or improvement be made, unless and until building plans and specifications covering same ("Plans and Specifications"), showing such information as may be required by the ARC and/or the Board of Directors, have been submitted to and approved in writing by the Board of Directors. Acceptance or rejection of Plans and Specifications shall be made by majority vote.

8.5 Plans and Specifications. The ARC shall require that all Plans and Specifications be accompanied by site plans showing the detail of the siting of the structure or improvement under consideration. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a minimum of 4 complete sets, or as many as requested by the ARC, of Plans and Specifications must

be submitted to the ARC. In addition, if requested by the ARC, there shall be submitted to the ARC for consideration such samples of building materials proposed to be used as the ARC shall specify and require. All Plans and Specifications shall be prepared by an architect and/or professional engineer registered in the State of Florida. The architect and/or professional engineer submitting the Plans and Specifications must state in writing that he has visited the site and is familiar with all existing site conditions. These requirements pertaining to Plans and Specifications may be waived, in whole or in part, by the ARC or the Board of Directors upon application of the Owner showing good cause for waiving such requirement(s). All requests for improvements must be submitted on the most recently promulgated Master Association forms.

8.6 Recommendations of the ARC. Once the ARC has received and reviewed the Plans and Specifications submitted by an Owner, the ARC may either (a) approve or disapprove the proposal of the Homeowner, or (b) request additional information as the ARC deems necessary in its discretion to be able to render a decision.

8.7 Approval of Plans and Specifications. Upon written approval of the Plans and Specifications, construction may be commenced and shall be prosecuted to completion promptly and in strict conformity with such Plans and Specifications. The Board of Directors shall be entitled to stop any construction in violation of these restrictions, and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Owner's expense. All costs and expenses of the Master Association (including attorney's and paraprofessional's fees) related to the enforcement of these covenants shall be paid by the Owner in violation thereof. All structures must be built to comply substantially with the Plans and Specifications as approved. Each Owner, by virtue of taking title to a Unit or Parcel, understands and agrees, and shall be deemed to understand and agree, that approval of the ARC in no manner eliminates any obligation to obtain governmental approval for the contemplated activity, or that upon proper application to such governmental authority the contemplated activity will be permitted. Any approval of a proposed activity by the ARC shall immediately and automatically become null and void upon a written rejection of an application to a governmental authority for authorization to undertake the proposed activity (.e.g., denial of a building permit).

8.8 Rejection of Plans and Specifications. The ARC shall have the right to refuse to approve any Plans and Specifications which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Declarant of the Property. In the event the ARC rejects such Plans and Specifications as submitted, the ARC shall so inform the Owner in writing, stating with reasonable detail the reason(s) for disapproval. In rejecting such Plans and Specifications, the ARC may take into consideration the suitability and desirability of proposed construction and the materials of which the same are proposed to be built, the Parcel upon which such construction is proposed to be erected, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring Parcels.

8.9 Appeal by Aggrieved Owner. If the ARC rejects such Plans and Specifications, the aggrieved Owner and/or any other interested Owner may appeal such adverse decision to the Board. If after the Board's review the appealing Owner is still in disagreement with the Board's decision, such Owner may appeal such adverse decision by submitting in writing to the Board a request to call a special meeting of all Members to consider the propriety of the Board of Directors' decision within 10 days after receipt of such written request. The Board thereafter shall call a special meeting, and the costs pertaining to such special meeting shall be borne by the appealing Owner. At such special meeting, the proposal made by the Owner and the decision of the ARC and the Board, together with the stated reasons for the rejection of the proposal, shall be made available to all Owners. A vote of a majority of the total voting interests present in person or by proxy of a duly-called and noticed meeting of the Members at which a quorum is present shall be necessary to overturn an adverse decision of the ARC and the Board against the Owner.

8.10 No Waiver of Future Approvals. The approval of the ARC of any proposals or Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever subsequently or additionally submitted for approval or consent.

8.11 Variance. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

8.12 Compliance. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC may be excluded from doing further work within the Property by the Master Association without liability to any Person. Prior to exclusion of any contractor or subcontractor for violations of guidelines and procedures promulgated by the ARC, the contractor or subcontractor shall have the right to the notice and hearing procedures contained in the By-Laws.

8.13 Right to Inspect. Subject to reasonable advance notice for occupied Units, there is specifically reserved unto the ARC the right of entry and inspection upon any portion of the Property for the purpose of determination by the ARC whether there exists any construction or any improvements which violate the terms of any approval by the ARC or the terms of this Declaration or of any other covenant, conditions and restrictions to which a deed or other instrument of conveyance or plat makes reference. The ARC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses, reasonable attorney's and paraprofessional's fees in connection therewith and the same shall be assessable and collectible in the same manner as any Specific Assessment provided for herein. The Master Association shall indemnify and hold harmless each member of the ARC from all costs, expenses, and liabilities, including attorney's and paraprofessional's fees, incurred by virtue of any service by a member of the ARC. A perpetual, non-exclusive easement over, across and through the private roadways of the Community and a right of entry upon any portion of the Property is hereby granted to the County and other applicable governmental entities for the limited purpose of permitting code inspectors to inspect and examine the construction of improvements, additions, or modifications on such portion of the Property.

8.14 Exemption. Notwithstanding anything to the contrary contained herein, improvements and construction activities of Declarant and the Amenities Owner on any portion of the Property and from time to time shall be exempt from the provisions of this Article.

8.15 Amendment. This Article may not be amended without Declarant's written consent in its sole and absolute discretion so long as Declarant owns any portion of the Property or until Declarant has elected not to add any additional property to the scope of this Declaration.

8.16 Compliance with Governmental Requirements. In addition to the foregoing requirements, any alteration, addition, improvement or change must be in compliance with the requirements of all controlling governmental authorities, and the Owner shall be required to obtain an appropriate building permit from the applicable governmental authorities when required by controlling governmental requirements. Any consent or approval by the Master Association to any addition, alteration, improvement, or change may be conditioned upon the Owner requesting such approval obtaining a building permit for

same, or providing the Master Association with written evidence from the controlling governmental authority that such permit will not be required, and in that event the Owner requesting architectural approval shall not proceed with any addition, alteration, improvement, or change until such building permit or evidence that a building permit is not required is submitted to the Master Association.

8.17 No Liability. Notwithstanding anything contained herein to the contrary, Declarant or the ARC, as applicable, shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any Owner or any other Person due to the exercise or non-exercise of such control, or the approval or disapproval of any improvement. Furthermore, the approval of any plans or specifications or any improvement shall not be deemed to be a determination or warranty that such plans or specifications or improvement are complete or do not contain defects, or in fact meet any applicable standards, guidelines and/or criteria or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and Declarant, the ARC or the Master Association, as applicable, shall not be liable for any defect or deficiency in such plans or specifications or improvement, or any injury resulting therefrom.

8.18 Construction and Interpretation of "Owner." Solely with regard to the provisions of this Article 8, and unless the context specifically is meant to apply to individuals, the term "Owner" shall be construed to include a Subdivision Association, the Dry Dock Association, the Boating Association, or the Upland Buffer Lands Owner.

ARTICLE 9: MAINTENANCE BY THE MASTER ASSOCIATION

9.1 Preamble. The responsibility for the maintenance of the Community is divided between the Master Association, any Subdivision Associations, the Dry Dock Association, the Upland Buffer Lands Owner and any other Owners. Interior maintenance of all structures is the responsibility of the respective Owner. Maintenance of all other portions of the Homes or other Parcels, unless otherwise provided in this Declaration or applicable Subdivision Declaration, is also the responsibility of the Owner thereof. The Board of Directors has the right to require the Owners or Subdivision Associations to maintain Homes and common areas or common elements under their control in accordance with the Community Wide Standards; and it is the responsibility of the Owner and any Subdivision Association, to maintain landscaping in a neat and trimmed manner, and to keep the property (including improvements) in a neat and attractive condition and removed all objectionable debris or material as may be located on their Home site or common property. Open spaces within the Community (meaning all areas not containing improvements) shall be maintained by the Master Association or a Subdivision Association (unless otherwise provided herein or in a Subdivision Declaration) so that its use and enjoyment as open space will not be diminished or destroyed.

9.2 Maintenance by the Master Association.

9.2.1 Commencing as of the date hereof, the Master Association shall maintain and keep in working condition the Common Property, with such maintenance to be funded as herein provided. The costs of maintenance, repair and replacement of the Common Property shall be collected through one or more different types of Assessments as described hereinafter.

9.2.2 Any walls, berms and fences constructed or installed by the Master Association shall be maintained by the Master Association. A perpetual easement of ingress and egress over all applicable portions of the Property is hereby granted to the Master Association for purposes of construction, installation and maintenance activities related to any such walls, berms and fences. The Master Association shall exercise its powers of ingress and egress in a manner which does not unreasonably interfere with use of the Property over which ingress or egress is utilized.

9.2.3 The Master Association may contract with any Person for the maintenance of all or part of the Common Property for purposes of carrying out all or a portion of the maintenance services provided for in the Declaration, or for the provision of Telecommunication Services.

9.2.4 Trees bordering the pavement edge of the roadways (street trees) as installed by Declarant throughout the Property will be maintained by the Master Association, including trimming, fertilization and replacement, unless the responsibility of another Owner, Subdivision Association or some other Person.

9.2.5 If any lake or other water body is part of the Common Property, the Master Association shall be responsible for the maintenance of such lake or other water body, except for those lakes or other water bodies which may be specifically maintained by another entity. The Master Association also shall be responsible for the maintenance of the Surface Water Drainage and Management System for any portion of the Property, unless such maintenance is being performed by a Subdivision Association.

9.2.6 Unless otherwise limited or specifically described elsewhere herein, the Master Association may also maintain any property which is not a part of the Property or the Common Properties, if by agreement of Declarant or the Master Association, the Master Association is obligated to maintain such property. Such maintenance shall include, but shall not be limited to, maintenance of drainage and stormwater management systems, utilities, berms, swales, lakes and all private streets or roads located on the Property, including any private streets which may not be specifically maintained by another entity. If pursuant to any easement the Master Association is to maintain any improvement within any portion of the Property, then the Master Association shall maintain such improvement in good condition at all times. In addition, the Master Association shall have the right to assume the obligation to operate and/or maintain any portion of the Property which is not owned by the Master Association or Declarant if the Board of Directors, in its sole discretion, determines that the operation and/or maintenance of such property by the Master Association would be in the best interests of the Owners. In such event, where applicable, the Master Association shall so notify any Owner or Subdivision Association otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the Master Association and not by the Owner or Subdivision Association, until the Board of Directors determines no longer to assume the obligation to operate and/or maintain such property and so notifies the appropriate Owner or Subdivision Association in writing. Without limitation, the Master Association shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the Property, and any pavement, landscaping, sprinkler system, sidewalks, paths, signs, entrance features, or other improvements, within the unpaved portion of any public road rights-of-way within or contiguous to the Property. In addition, the Master Association shall have the right to maintain entry lights and street lights along the private streets or roads and publicly dedicated streets or roads, if any, located on the Property. To the extent the Master Association assumes the obligation to operate and/or maintain any portion of the Property which is not owned by the Master Association, the Master Association shall have an easement and right to enter upon such property in connection with the operation in or maintenance of the same, and no such entry shall be deemed a trespass. Such assumption by the Master Association of the obligation to operate and/or maintain any portion of the Property which is not owned by the Master Association or Declarant may be made in connection with an agreement with any Owner, Subdivision Association, or any governmental authority. Pursuant to any such document, the operation and/or maintenance of such property may be made a permanent obligation of the Master Association. The Master Association may also enter into agreements with Declarant or any other Person, including a Subdivision Association or any governmental authority, to share in the maintenance responsibility of any portion of the Property or lands not part of the Property if the Board of Directors, in its sole and absolute discretion, determines this would be in the best interests of the Owners. To the extent the Master Association assumes the obligation to operate and/or maintain any property which is not Common Property or owned by the Master Association or Declarant, the obligations of the Master Association shall be set forth by written agreement entered into with the owner of such Property. All Entry Features and common areas within all portions of the Community shall be maintained by the Master Association, unless

such responsibility has been delegated to the Residential Condominium Association, the Dry Dock Condominium Association or the Boating Association or other written instrument.

9.2.7 The Master Association shall be responsible for maintaining, repairing and replacing the Entry Features and all improvements constructed or developed thereon and therefore from time to time. Further, the Master Association shall be responsible for all lighting of the Entry Features and for the paying of all utilities used in connection with the operation and maintenance thereof. All costs incurred by the Master Association in the performance of its maintenance and repair obligations hereunder shall be included as a general expense of the Master Association and shall be allocated pursuant to the Assessment process provided hereinafter.

9.2.8 The Master Association shall maintain any and all waterfall features and fountains located on the Common Property and shall levy Assessments to cover the costs and expenses for same in accordance with the Assessment process as provided hereinafter. The Master Association shall have the right and power, in its sole discretion from time to time, to limit the amount of time that any waterfall feature or fountain is in active use, and the Master Association has the right and power to use timer features in such regard. In the event of drought, the use of any waterfall feature or fountain may be limited, modified or may cease as determined by any applicable governmental agencies or by the Master Association. **DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE VIEWS OF WATERFALL FEATURES AND FOUNTAINS AND/OR THE SPECIAL ELEMENTS OF THE WATERFALL FEATURES OR FOUNTAINS, INCLUDING, BUT NOT LIMITED TO, THE LOCATIONS OF THE FOUNTAINS, WATERFALLS, ROCKS, LANDSCAPING MATERIALS, SIZE AND DIMENSIONS OF THE WATERFALL FEATURES, OR NOISE CAUSED BY SUCH WATERFALL FEATURES.**

9.2.9 The Master Association may have the obligation for expenses for lease or operation of street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first.

9.3 Failure of Master Association to Perform its Duties. In the event the Master Association shall fail to carry out any of its maintenance activities hereunder, then any aggrieved Owners may seek to specifically enforce the provisions of this Declaration subject to the terms and provisions hereof.

9.4 Use of Chemicals. The maintenance provided by the Master Association and/or the Dry Dock Association and/or the Upland Buffer Lands Owner and/or the Boating Association and/or the Amenities Owner may include dispensing maintenance chemicals to the extent deemed necessary or desirable in the judgment of the applicable entity. A perpetual right and easement on, over and under all portions of the Property is reserved to the Master Association, the Dry Dock Association, the Upland Buffer Lands Owner, the Boating Association and the Amenities Owner to dispense maintenance chemicals and to take other action which, in the opinion of the applicable party, are necessary to control insects, vermin, weeds and fungi on the Property exclusive of the interior of buildings and other structures constructed thereon. **THE PROVIDING OF MAINTENANCE CHEMICALS AS DESCRIBED ABOVE SHALL NOT BE CONSTRUED AS AN OBLIGATION ON THE PART OF THE MASTER ASSOCIATION AND/OR THE DRY DOCK ASSOCIATION AND/OR THE UPLAND BUFFER LANDS OWNER AND/OR THE BOATING ASSOCIATION AND/OR THE AMENITIES OWNER TO PROVIDE SUCH SERVICES.**

9.5 Specific Conservation Measures and Activities. The Master Association shall undertake conservation measures and activities required by applicable regulatory authorities in connection with the development of the Community and the protection of certain wildlife, and such measures and activities may, but shall not necessarily, include the following:

- 9.5.1 Provisions of funds for predator removal and control programs;
- 9.5.2 Implementation of on-site pet restrictions;

9.5.3 Implementation and maintenance of waste controls to minimize occurrence of undesirable rodent populations;

9.5.4 Implementation of on-site educational program to inform Community residents and guests regarding biology and status of beach mice and the importance of native upland communities;

9.5.5 Implementation of herbicide and pesticide use limitations; and

9.5.6 Utilization of turtle-friendly lighting as may be required.

9.6 Additional Maintenance and Operational Duties. The Master Association's duties shall include, but not be limited to, the foregoing maintenance and operational duties as well as any other particular duties set forth in this Declaration. The Master Association may, in the discretion of its Board, assume additional maintenance or operational duties not set forth in this Declaration. In such event, the cost of such additional duties shall be allocated through the Assessment process as provided hereinafter.

ARTICLE 10: MAINTENANCE BY OWNERS AND SUBDIVISION ASSOCIATIONS

10.1 Maintenance. Subject to the rights and obligations of the Master Association as provided herein (with specific reference to Section 10.7 hereof), all portions of the Property shall be maintained in accordance with the provisions of a Subdivision Declaration, the Dry Dock Condominium Declaration or other applicable restrictive covenants, instruments of record, or agreements. If a Subdivision Association fails to perform all maintenance activities and duties required hereunder or under the Subdivision Declaration in accordance with the Community Wide Standards, the Master Association may, but shall not be obligated to, enter upon the Subdivision property and perform the necessary maintenance activities, in which event the Master Association may charge each Owner living within the Subdivision an allocated share of the costs and expenses associated with such maintenance activities (through the levying of a Specific Assessment). It is understood and agreed that there may be different responsible parties for maintenance under the various Subdivision Declarations.

10.2 Maintenance of Units. The Owner of a Unit and/or the Subdivision Association created with regard to such Unit shall be solely responsible for maintaining the Unit.

10.3 Maintenance by the Amenities Owner. The Amenities Owner shall be solely responsible for maintaining the Amenities Property.

10.4 Maintenance of the Dry Dock Condominium Property. The Dry Dock Association shall be solely responsible for maintaining the Dry Dock Condominium Property.

10.5 Maintenance of the Upland Buffer Lands. The Upland Buffer Lands Owner shall be solely responsible for maintaining the Upland Buffer Lands and the Wet Slips.

10.6 Requirement to Maintain Insurance. In addition to the foregoing, all Owners shall be required to obtain and maintain adequate property insurance on their Home or Parcel (as may be applicable). Such insurance shall be sufficient for necessary repair or reconstruction work in the event of casualty and remove damaged or demolished portions of the Home. If requested, an Owner shall provide the Master Association with a copy of the insurance binder evidencing the coverage purchased and the amount of coverage. The Master Association shall have the power to undertake legal proceedings to compel compliance with this insurance requirement.

10.7 Failure to Maintain. In the event a responsible party fails to maintain or repair an improvement, or the landscaping thereon, if any, within 30 days' written notice of same from the Master Association, then the Master Association, after approval by 2/3 vote of the Board of Directors, shall have the right, but not the obligation, through its agents and employees, to repair, maintain, and restore the

improvement (or portion thereof) and the landscaping thereon. The cost of same shall be a Specific Assessment against the owner or applicable association (as the case may be).

10.8 Subdivision Association's Responsibility. Any Subdivision Association having responsibility for maintenance of all or a portion of the property within a particular Subdivision shall perform such maintenance responsibility in a manner consistent with the Community Wide Standards. In the event that Subdivision Association fails to adequately maintain property for which it is responsible, the Master Association shall have the right, but not the obligation, to maintain such property and to assess the costs against the Units located within the Subdivision which the Master Association deems to be benefited by the maintenance performed by the Master Association. Each such Homeowner of a Home benefitted shall pay its share of such expenses incurred by the Master Association together with an administrative surcharge of 10% of such amount. Such charges shall be collected by the Master Association through the Assessment process as provided hereinafter.

ARTICLE 11: SURFACE WATER DRAINAGE AND MANAGEMENT SYSTEM

11.1 Owner Acknowledgment. All Owners acknowledge that the Property is located within the boundaries of the WMD. Due to groundwater elevations underneath the Property, priorities established by governmental authorities and other causes outside of the reasonable control of Declarant, the Community and the Master Association, water levels may fluctuate at certain times during the year and such fluctuations may be material. Neither Declarant, nor the Master Association shall have any liability for aesthetic conditions, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels.

11.2 System Defined. The "Surface Water Drainage and Management System" shall be the portions of the Property including improvements thereon which are designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water or prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise effect the quantity and quality of discharges from such system as contemplated or provided in the applicable permits, development orders or other authorizations pertaining to the development of the Property. The Surface Water Management System shall be governed by the WMD permit contained in Exhibit G attached hereto and made a part hereof.

11.3 Maintenance by the Master Association. The Surface Water Drainage and Management System shall be owned and maintained by the Master Association in compliance with all approvals, codes and regulations of governmental authorities and the WMD. Maintenance of the Surface Water Drainage and Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the WMD and shall specifically include, but not be limited to, maintenance of aquatic vegetation, lake beds, lake banks, lake liners, littoral planting and lake maintenance easements which pursuant to the terms of this Declaration, plat or agreement are not the responsibility of others, as well as water quality and wetland monitoring or testing. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted by the WMD.

11.4 Prohibited Actions. Neither the Master Association nor any Owner shall take any action which modifies the Surface Water Drainage and Management System in a manner which changes the flow of drainage of surface water, except to the extent the same is approved by the requisite governmental or quasi-governmental authorities, Declarant so long as Declarant owns any portion of the Property, and the party who has the obligation to maintain the Surface Water Drainage and Management System.

11.5 Easements. The Property shall be burdened with easements for drainage and flow of surface water in a manner consistent with the approved and constructed Surface Water Drainage and Management System. The Master Association and the WMD shall have a non-exclusive easement for use

of Surface Water Drainage and Management System, and an easement for ingress, egress and access to enter upon any portion of the Property in order to construct, maintain or repair, as necessary, any portion of the Surface Water Drainage and Management System provided such easement rights shall be exercised in a manner which does not unreasonably disturb use or condition of the Property.

11.6 Conveyance by Declarant. Declarant may convey its ownership interest in the lakes within the Property to the Master Association, together with easements for maintenance and other drainage improvements, such as by way of example and without limitation, weirs and underground pipes.

11.7 Amendments Impacting the Surface Water Management System. Any amendment of this Declaration which would affect the Surface Water Drainage and Management System or the responsibility of the Master Association to maintain or cause to be maintained the Surface Water Drainage and Management System must be approved by the WMD.

11.8 Enforcement. Declarant, the WMD, the Master Association and each Owner shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, monitoring, repair and replacement of the Surface Water Drainage and Management System and maintenance of all easements and rights-of-way.

11.9 Conservation and Wetland Areas. Certain portions of the Property may contain or be adjacent to wetland preservation or mitigation areas and upland buffers that are or may be designated as conservation areas on the plats for the Property or pursuant to separate written instruments ("Conservation Areas"), and any such Conservation Areas will be protected by and be subject to conservation easements in favor of the County, the WMD and/or the U.S. Army Corps of Engineers, as and to the extent applicable ("Conservation Easements"). If so applicable, the terms of the Conservation Easements shall provide that the Conservation Areas shall be maintained and managed in perpetuity by the Master Association, its successors and assigns, and the Master Association shall enforce the terms and conditions of the Conservation Easements. In accordance with the terms of the Conservation Easements, the Master Association shall be responsible for the installation and perpetual maintenance of permanent physical signs/markers designating the Conservation Areas as required by the WMD.

The Property may consist of wetlands areas which will contain special wetlands vegetation, and such areas shall be maintained and managed in perpetuity by the Master Association and its successors and assigns. No wetland or upland buffer areas may be altered from their natural or permitted condition, with the exception of exotic or nuisance vegetation removal, or restoration in accordance with the restoration plan included in the Conservation Easements. Exotic vegetation may include, but shall not be limited to, metateuca, Brazilian pepper, Australian pine and Japanese climbing fern, or any other species currently listed by the Florida Exotic Pest Control Council. Nuisance vegetation may include, but shall not be limited to, cattails, primrose willow and grape vine.

THE CONSERVATION AREAS ARE HEREBY DEDICATED AS COMMON PROPERTY, THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE MASTER ASSOCIATION, AND THEY MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION, WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING; OR ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

If Declarant enters into any agreement for the maintenance of any conservation and/or wetlands areas relating to the Property, Declarant shall have the right to assign its duties and obligations with respect to such wetlands areas to the Master Association, and the Master Association will be obligated to accept

such assignment. The Master Association shall indemnify, defend and hold Declarant harmless from and against any liability that Declarant may have as a result of the Master Association's failure to properly maintain any wetlands areas, as herein provided.

Copies of the WMD permit and any future WMD permit actions shall be maintained by the Master Association's registered agent for its benefit. The WMD has the right to take enforcement action including a civil action, for an injunction and penalties against the Master Association, to compel the Master Association to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the Master Association. A copy of the WMD permit is contained in Exhibit G attached hereto and made a part hereof.

ARTICLE 12: ADDITIONS TO OR DELETIONS FROM PROPERTY

12.1 General.

12.1.1 Additions to the Property. Additional land (which shall not necessarily be required to be contained within the general boundaries of the Community, and in fact may be lands located in the general vicinity of the Community as owned by Declarant) may be made subject to all the terms hereof and brought within the jurisdiction and control of the Master Association in the manner specified in this Article. Such additional property may constitute additional Common Property or a portion of the Property. Notwithstanding the foregoing, however, under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the Property in the manner hereinafter set forth, no other real property shall in any way be affected by or become subject to the Declaration. All additional land which is brought within the jurisdiction and control of the Master Association and made subject to the Declaration, pursuant to this Article, shall thereupon and thereafter be included within the term "Property" as used in the Declaration. Notwithstanding anything contained in this Section, Declarant neither commits to, nor warrants or represents, that any such additional land will be made subject to and brought within the jurisdiction and control of the Master Association.

12.1.2 Mergers. Upon a merger or consolidation of the Master Association with another non-profit corporation, its property (whether real or personal or mixed) may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property of the other non-profit corporation may, by operation of law, be added to the property of the Master Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation shall thereafter operate as the Master Association under this Declaration and administer the covenants and restrictions established by this Declaration upon the Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

12.1.3 Deletions from the Property only by Declarant. Except as otherwise provided herein pertaining to deletions from the Property, only Declarant may delete and withdraw a portion of the Property from being subject to this Declaration.

12.2 Procedure for Making Additions to or Deletions from the Property. Additions to or deletions from the Property may be made, and thereby become subject to this Declaration by, and only by, the following procedure:

12.2.1 Addition of Lands by Declarant. Except as otherwise provided in herein where applicable and to the contrary, Declarant shall have the right from time to time, in its discretion and without need for consent or approval by either the Master Association, any Subdivision Association or any Owner, or Member, or other third party to make additional lands owned by Declarant subject to the scheme of this Declaration and to bring such land within the jurisdiction and control of the Master Association; provided, however, in the event any portion of such additional land is encumbered by one or more mortgages, Declarant must obtain the consent and approval of each holder of such Mortgage(s). In Declarant's sole discretion, portions of such additional land may be designated as Common Property.

12.2.2 Procedure for Adding Lands. The addition shall be accomplished by Declarant filing of record in the public records of the County a supplement to this Declaration with respect to the additional land is made subject to this. Except as otherwise provided herein where applicable, such supplement need only be executed by Declarant and shall be accompanied by the consent(s) and joinder(s) of any holder(s) of Mortgage(s) on such additional land. Such supplement may contain such additional provisions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted uses thereof. In no event, however, shall such supplement revoke, modify, or add to the covenants and restrictions established by this Declaration affecting the land already constituting the Property unless such supplement also constitutes an amendment accomplished in accordance with Article 22 hereof.

12.2.3 Continued Use of Common Property. No addition shall revoke or diminish the rights of the Owners of the Property to the utilization of the Common Property as established hereunder, except to grant to the owners of the land being added to the Property the right to use the Common Property according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

12.2.4 Withdrawal of Lands by Declarant. Declarant may delete and withdraw one or more portions of the Property from being subject to this Declaration by a supplement to this Declaration recorded in the public records of the County which specifically and legally describes the property being withdrawn. Declarant must own the property being withdrawn. Such supplement need only be executed by Declarant and shall not require the joinder and consent of the Master Association, any Subdivision Association, the Amenities Owner or any Owner or Member, or other third party.

12.2.5 No Obligation to Add or Withdraw Lands. Nothing contained in this Article shall obligate Declarant to make additions to or deletions from the Property.

12.3 Voting Rights of Declarant as to Additions to the Property. Declarant shall have no voting rights as to the land to be added to the Property or any portion thereof until such land is actually added to the Property in accordance with the provisions of this Article. Upon such land being added to the Property, Declarant shall have the voting rights as set forth in the instrument amending or supplementing the Declaration.

12.4 Assessment Obligations of Declarant as to Additions to the Property. Declarant shall have no assessment obligations as to the land added to the Property until such land or portion thereof is actually added to the Property in accordance with the provisions of this Article, following which Declarant shall have assessment obligations as set forth in this Declaration.

ARTICLE 13: MEMBERSHIP AND VOTING RIGHTS

13.1 Membership.

13.1.1 Non-Declarant Homeowner Member. Each Owner of a Unit or Parcel (including Declarant) and the Upland Buffer Lands Owner shall be a Member as to the property owned by same. When any portion of the Property is owned of record by two or more Persons, all such Persons shall be a Member of the Master Association. Membership shall be appurtenant to, and may not be separated from, ownership of any portion of the Property and shall be automatically transferred by conveyance of that portion of the Property. When more than one individual holds an interest in any portion of the Property which has not yet been divided into Homes, the vote for such Parcel shall be exercised as the Owners thereof determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Parcel. Prior to the time of any meeting at which a vote of the membership is to be taken, the co-Owners shall file the name of the voting co-Owner with the secretary of the Master Association in order that such voting co-Owner is permitted and entitled to vote at such meeting, unless a general voting certificate giving such information shall have previously been filed with the secretary of the Master

Association. The By-Laws may provide more detailed provisions regarding the voting procedure for co-Owners, including, but not limited to, husband and wife co-Owners, and also Owners which are corporations or other legal entities. There shall be no split vote permitted with respect to any legally-distinct portion of the Property. Any Member may cast such Member's vote(s) upon becoming a Member without regard to a record date for determining those Members entitled to vote, unless otherwise provided in the By-Laws or otherwise provided in the statutes of Florida governing the Master Association.

13.1.2 Declarant. Declarant shall be a Member of the Master Association until such time as all of the development within the Community has been completed and the improvements thereof have been conveyed to third parties, or until Declarant relinquishes its membership by written notice to the Master Association recorded in the public records of the County.

13.2 Classes of Membership and Voting. The Master Association shall have 2 classes of voting membership. The 2 classes of voting membership, and the voting rights related thereto, are as follows:

13.2.1 Class A. "Class A Members" shall be all of the Owners of the Residential Property; provided, however, that so long as there is Class B membership, Declarant shall not be a Class A Member. "Class A Parcels" shall mean all Units and other Parcels owned by the Class A Members.

13.2.2 Class B. The "Class B Member" shall be Declarant. "Class B Parcels" shall be all Parcels owned by Declarant which have not been converted to Class A membership as provided below.

13.3 Specific Provisions Pertaining to Voting. Specific provisions pertaining to voting are contained in Exhibit E attached hereto and made a part hereof. In addition, the By-Laws may expand the voting provisions contained in this Declaration and in such Exhibit E.

13.4 Creation of Classes of Membership and Voting. Declarant shall have the right to create new classifications of membership by the recordation of an instrument in the public records of the County reflecting same. Any such instrument recorded by Declarant must reflect the ownership classification, voting rights and assessments relating to such classification of membership.

ARTICLE 14: TRANSFER OF CONTROL

14.1 Transfer of Control of the Master Association. Transfer of control of the Master Association from Declarant to the Members of the Master Association other than Declarant shall occur in accordance with the currently applicable Florida law pertaining to and regulating the operation of homeowners associations (Section 720.307, Florida Statutes). Accordingly, the Members other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors upon the earlier of the following: (i) 3 months after 90% of all Parcels which may ultimately be operated by the Master Association have been conveyed to third parties; or (ii) upon the recording of an instrument in the public records of the County stating that Declarant has relinquished its right to elect a majority of the members of the Board of Directors.

14.2 Subsequent to Transfer of Control. Subsequent to transfer of control, Declarant shall be entitled to elect at least one member of the Board (and in fact shall be entitled to elect all members of the Board which will constitute one less than a majority of the members of the Board) as long as Declarant holds for sale in the ordinary course of business at least 5% of the Homes or Parcels that may be constructed in all phases of the Community that will ultimately be operated by the Master Association. After Declarant relinquishes control of the Master Association, Declarant may exercise the right to vote in the same manner as any other Member, except for purposes of reacquiring control of the Master Association by selecting the majority of the members of the Board of Directors.

14.3 Termination of Class B Membership. Upon transfer of control of the Master Association, Class B membership shall terminate and Declarant shall own portions of the Residential Property in the same manner as a Class A Member.

ARTICLE 15: RIGHTS AND OBLIGATIONS OF THE MASTER ASSOCIATION

15.1 General Provisions. The Master Association shall govern, make rules and regulations, control and manage the Residential Property and the Common Property pursuant to the terms and provisions of the Governing Documents. The Master Association may lease all or any portion of the Common Property conveyed to the Master Association, pursuant to the provisions of the Declaration, which lease must be subject to and in accordance with the provisions of this Declaration. The Master Association shall further have the obligation and responsibility for the hiring of certain personnel and purchasing and maintaining such equipment as may be necessary for the administration and operation of the Master Association, the maintenance, repair, upkeep and replacement of any Common Properties and facilities which may be located thereon (including, but not limited to, the maintenance of all required buffer zones, lakes, rights-of-way, roads, medians, swales, and utility easements), and the performance of any of its other maintenance obligations. Any Common Properties which are to be maintained by the Master Association as provided herein shall be maintained in good condition and repair. The Master Association shall also perform such other duties as are set forth herein, including, but not limited to, the following specific maintenance and operational duties:

15.1.1 Entry System. Notwithstanding the foregoing, the Master Association may, but is not obligated to, operate an entry system at the Property. If an entry service is operated by the Master Association, the Board of Directors shall determine, in its sole discretion, the scheduling, costs and expenses of such entry service. Further, the Master Association shall maintain any electronic, mechanical or entry systems which may be installed by Declarant or the Master Association to control and/or monitor access onto the Residential Property from adjoining lands. Nothing in this Declaration shall obligate the Master Association to employ or maintain an access control service or personnel or any electronic, mechanical or other property protection system.

15.1.2 Utilities and Taxes. The Master Association shall pay for all utility services (including, without limitation, any and all electric, telephone, water, sewer, cable and interactive television and entry systems, the real property ad valorem taxes and governmental liens assessed against the Common Properties and billed to the Master Association.

15.1.3 Insurance. The Master Association shall at all times obtain and maintain policies of public liability insurance and hazard insurance and such other types of insurance as the Board deems adequate and advisable. The Master Association additionally shall cause all persons responsible for collecting and disbursing Master Association funds to be insured or bonded with adequate fidelity insurance or bonds.

15.1.4 Boundary Walls. The Master Association may, but shall in no manner be obligated to, construct a wall, fence, hedge or other improvements ("Boundary Wall") along the perimeter of the Property, along the perimeter of any Parcel, along all or any part of a road or street (whether dedicated to the public or not) within the Property, along any part of the Common Property, or along any other street, road or other boundary (whether interior or exterior) of the Property or of the Community. Such Boundary Wall also may be constructed on (i) any undedicated or dedicated rights-of-way, (ii) the Common Property, or (iii) any combination thereof. The Master Association shall maintain, repair and replace, at its expense, the Boundary Wall which is constructed by it or by Declarant if Declarant shall specify such Boundary Wall will be the responsibility of the Master Association; provided, however, if such Boundary Wall also serves as a boundary of a legally-distinct portion of the Property, the Owner thereof shall maintain the interior surface of such Boundary Wall, unless the abutting lands are subject to a Subdivision Declaration, in which event such interior surface maintenance obligation shall be that of the Subdivision Association.

15.1.5 Additional Water Management Provisions. The Master Association has the power to accept subsequent phases that will utilize the surface water management system as originally contemplated under the WMD permit.

15.2 Management Contracts and Leases of Common Property. The Master Association shall expressly have the power to contract for the management of the Master Association and/or the Common Property, and to lease the Common Property and the recreation facilities in accordance with the provisions of this Declaration, and shall further have the power to delegate to such contractor or lessee any or all of the powers and duties of the Master Association respecting the contract granted or property leased. The Master Association shall further have the power to employ administrative and other personnel to perform the services required for proper administration of the Master Association. The undertakings and contracts authorized by the Board of Directors consisting of directors appointed by Declarant shall be binding upon the Master Association in the same manner as though such undertakings and contractors had been authorized by the Board of Directors consisting of directors duly elected by the membership of the Master Association.

15.3 Telecommunications Services.

15.3.1 Authority of Declarant or Board. Declarant or the Board shall have the right but not the obligation to establish exclusive systems for the provision of Telecommunication Services. Declarant or the Board may establish and operate such systems itself or may enter into agreements with related or unrelated persons or entities for this purpose, with any such agreements to be on such terms as Declarant or the Board shall deem, in its sole discretion, to be in the best interests of the Owners. If Declarant is not the Telecommunications Provider for any particular Telecommunications Service, Declarant 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 the Property as agreed, from time to time, between the Telecommunications Provider and Declarant. Any such systems for Telecommunications Services shall be mandatory for all Owners, regardless of when they took title to a Home or Parcel.

15.3.2 Terms of Services. The terms upon which the Telecommunications Services are established and operated, whether directly by Declarant or by any party contracting with Declarant for this purpose (Declarant or any such party operating the Telecommunications Services or both being referred to herein as the "Telecommunications Provider"), may include, but shall not be limited by or to, the following:

15.3.2.1 Every Home within the Property receiving Telecommunications Services pursuant to the terms of this Section 15.3 may be subject to a charge, payable per Home on the first day of each month or quarter in advance, of specified dollar amounts for Telecommunications Services, which dollar amounts are subject to periodic adjustment.

15.3.2.2 The Master Association may impose Assessments for Telecommunications Services fees due and payable as provided for in Section 15.3.2.1 and may collect the same and remit the amount collected to the Telecommunications Provider.

15.3.2.3 Where an Institutional Lender or other Owner of a Home obtains title to the Home as a result of the foreclosure of a First Mortgage, such acquirer of title, its successors and assigns, shall not be liable for the payment of the aforementioned charges pertaining to such Home which become due prior to acquisition of title in the manner provided above.

15.3.2.4 Declarant may exclude nonresidential property within the Property from the provisions of this Section 15.3.2, and may further exclude residential property which, in the determination of Declarant, has uses for Telecommunications Services inconsistent with the overall design of such services in the Property as a whole.

15.3.3 Easement for Telecommunications Services. Declarant hereby (a) reserves for itself and its nominees, successors, assigns, affiliates, and licensees, and (b) grants to each Telecommunications Provider providing Telecommunications Services to all or a part of the Property pursuant to an agreement between Declarant or the Board and such Telecommunications Provider, and for any successors or assigns of any of the foregoing, a perpetual, non-exclusive easement, privilege and right in and to, over, under, on and across all of the Property for the purpose of erecting, installing, maintaining, operating and removing any and all equipment or other property associated with the Telecommunications Services.

15.3.4 Structures. Notwithstanding anything to the contrary in this Declaration, Declarant hereby reserves for itself and for any Telecommunications Providers, and for any successors or assigns of any of the foregoing, the right to erect, install, maintain, operate and remove from the Property, at any time and from time to time, any satellite dish, tower or other such structure or equipment for the purpose of establishing and operating Telecommunications Services.

15.3.5 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 Property and/or any Home or Parcel 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 10 days after receiving written notice from Declarant or the Board of such failure shall vest in Declarant or the Board the right (but not the obligation) to restore or cause to be restored such portion of the Common Property and/or Unit or Parcel by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Declarant or the Board may restore or cause to be restored such disturbed portion of the Common Property and/or Unit or Parcel. In the event that Declarant or the Board exercises the right of self-help, each Telecommunications Provider agrees in advance that Declarant or the Board shall have the sole right to (a) select the contractors to perform such work and (b) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Declarant or the Board hereunder. All reasonable expenses incurred by Declarant or the Board in connection with such restoration shall be paid by Telecommunications Provider within 10 days of delivery to Telecommunications Provider of Declarant's or the Board's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in any agreement between a Telecommunications Provider and Declarant or the Board.

15.3.6 Special Provisions Regarding Cable Television. No Subdivision Association shall execute any agreement with any cable television company for cable television services or any other provider of bulk telecommunication, satellite or microwave transmission services within the Property without the prior written consent of the Board, which consent shall not be unreasonably withheld.

15.4 Performance of Master Association's Duties by Declarant. Declarant shall have the right from time to time, at its sole discretion, to perform at Declarant's expense the duties and obligations required hereunder to be performed by the Master Association, and in connection therewith to reduce the budget of the Master Association and the assessments for common expenses payable by the Members; provided, however, that any such performance on the part of Declarant may be discontinued by Declarant at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of Declarant.

15.5 Action of the Board of Directors. Unless an action is required to be taken in this Declaration by the Members of the Master Association, an action of the Board of Directors shall constitute an action of the Master Association.

15.6 Special Notification Requirements. In accordance with WMD requirements, Master Association shall provide notification to the Owners of any mitigation or monitoring activities pertaining to wetland or conservation areas and/or financial assurances for which the Master Association is responsible.

15.7 Recreational Facilities. The Amenities Owner shall be solely responsible for the operation and the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of all recreational and commonly-used facilities located on the Amenities Property. The Master Association shall have no recreational facilities which it owns or which it is responsible to maintain.

ARTICLE 16: COVENANT FOR ASSESSMENTS

16.1 Assessments Established; Commencement of Assessments. The Master Association shall levy the Assessments described in Exhibit E attached hereto and made a part hereof as may be necessary and from time to time. All Assessments, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, are a continuing charge on the land secured by a continuing lien upon the property against which each Assessment is made as provided herein, as more specifically provided herein. Each such Assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, is also the personal obligation of the person or persons who was or were the Owner(s) of such Unit or Parcel, or against the Upland Buffer Lands Owner, when such Assessment fell due. Except as otherwise provided in the Declaration or as otherwise determined by the Board from time to time, payment of the Assessments for any subject fiscal year shall be required as of the first day of such fiscal year. Each Owner shall pay the assessed amounts directly to the Master Association.

16.2 Responsibility for Payment. The respective Owners as provided herein shall be responsible to pay such Assessments plus all excise or other taxes, if any, that from time to time as may be imposed upon such Owner's respective portion of the Assessments established by this Article. All of the foregoing, together with interest, late fees, and all costs and expenses of collection, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, are jointly and severally the personal obligation of the Owners of the respective Parcel.

16.3 Adoption of Annual Budget; Notice to Owners of Assessments. The Board shall annually to prepare a budget covering the estimated expenses of the Master Association for the coming year ("Annual Budget"). Any Annual Budget adopted by the Board (which must be adopted by the Board of Directors at a meeting at which notice was given to the members in accordance with Section 720.303, Florida Statutes) may include a capital contribution establishing a reserve fund, in accordance with a reserve budget separately prepared, and shall separately list various expenses in a format such that the various Assessments can be determined and levied (provided, however, that no such capital contribution to establish a reserve fund shall be levied against the Amenities Property without the prior written consent of the Amenities Owner). The Board shall make diligent effort to provide notice of Assessments to the Owners at least 30 days in advance of each Assessment period. The Annual Budget and all Assessments shall be determined by the Board of Directors in their sole and absolute discretion. The Board of Directors may modify the budget as necessary during the fiscal year, and levy modified Assessments in conformity therewith.

In the event the proposed Annual Budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as an Annual Budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new Annual Budget, the same shall be deemed retroactive to the beginning of the then-current budget year and each Owner shall pay the increase, if any, in the Assessments from the beginning of such year at the time the next Assessment installment is due.

The initial Annual Budget is projected and is based upon good faith estimates and analysis and not upon historical operating figures. Each Owner is hereby notified that the amount of the Assessments that actually are levied by the Master Association may be significantly lower or higher than originally projected.

16.4 Declarant's Assessments. Notwithstanding any provision of the Governing Documents to the contrary, Declarant shall not be obligated to pay any Assessment for any Unit or Parcel which it may own during any period of time that Declarant shall be responsible for paying the difference between the Master Association's operating expenses and the sum of the revenues of the Master Association from all sources. The term "all sources" used in the previous sentence includes, but is not limited to, interest earned on Master Association deposits, revenues from the operation of Common Property, Initial Capital Contributions (as defined hereinafter) and the assessments levied against the Members other than Declarant. Such difference, herein called the "deficit funding", shall not include any reserve for replacements, operating reserves (if any), depreciation reserves (if any) or capital expenditures. Declarant shall be obligated for deficit funding for each year of operation until such time that Declarant shall give written notice to the Board terminating its responsibility for deficit funding during the next succeeding fiscal year. Upon giving such notice, each Unit owned by Declarant for which a certificate of occupancy has been issued shall thereafter be assessed in the same manner as Units owned by Homeowners other than Declarant. Notwithstanding the foregoing, any deficit funding provided by Declarant pursuant to this Section shall automatically terminate as of Turnover.

16.5 No Assessments for Common Properties. The Assessments provided for or created by this Article shall not apply to the Common Properties or any other property dedicated to and accepted for maintenance by a public or governmental authority.

16.6 Lien for Assessments. All sums assessed against any Unit or Parcel, or against the Upland Buffer Lands, pursuant to this Declaration, together with interest, late fees, all amounts coming due thereafter, and all costs and expenses of collection, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, shall be secured by a continuing lien in favor of the Master Association on such Unit or Parcel, or the Upland Buffer Lands, which may be foreclosed in the same manner as a mortgage lien is foreclosed under applicable Florida law. The lien is effective from and after the recording of a claim of lien in the public records of the County, stating the description of the Unit or Parcel, or the Upland Buffer Lands, the name of the Owner, the amount due, and the due dates. The claim of lien must be signed and acknowledged by an officer or agent of the Master Association. Upon payment in full of all sums secured by the lien, the Owner or other person making the payment is entitled to a satisfaction of the lien recorded in the public records of the County.

16.7 No Set-Offs. No Owner shall have the right to set-off or reduce any Assessment by any claims that such Owner may have or may claim to have against the Master Association or against Declarant.

16.8 Certificate. Upon demand, and for a reasonable charge, the Master Association will furnish to any interested person a certificate signed by an officer of the Master Association setting forth whether there exists any unpaid Assessments against a specific Unit or Parcel, or the Upland Buffer Lands, and, if so, the unpaid balances(s).

16.9 Remedies of the Master Association. Any Assessment not paid within 30 days after its due date shall bear interest until paid at the rate of 15% per annum, or such other rate as may be from time to time determined by the Board; provided, however, that such rate shall not exceed the maximum rate not constituting usury under Florida law. In addition, an administrative late fee of \$15.00 shall be imposed for any Assessment not paid within 10 days after its due date. The Master Association may bring an action at law against the respective Owner obligated to pay such assessment and may foreclose its lien. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Master Association's lien or its priority.

16.10 Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the defendant shall be required to pay all costs and expenses of foreclosure incurred by the Master Association, including, but not limited to, reasonable attorneys' fees

and paraprofessional fees at all levels, including appeals, collections and bankruptcy. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Master Association any Assessments against the Unit or Parcel, or the Upland Buffer Lands, that become due during the pendency of the foreclosure, which Assessments also are secured by the lien foreclosed. The Master Association has the right and power to bid at the foreclosure or other legal sale to acquire the Unit or Parcel, or the Upland Buffer Lands, foreclosed, or to acquire such Unit or Parcel, or the Upland Buffer Lands, by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Unit or Parcel, or the Upland Buffer Lands, as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

16.11 Reimbursement of Fee for Worthless Check. In the event the Master Association incurs any bank service charge or fee as a result of depositing a worthless or otherwise uncollectible check issued to the Master Association for the payment of any Assessment or other sum due to the Master Association, the issuer of such worthless or otherwise uncollectible check shall reimburse the Master Association for such bank service charge or fee incurred.

16.12 Subordination of Lien. Except where a claim of lien has been recorded in the public records prior to the recording of a valid First Mortgage of an Institutional Lender, the lien for any Assessment provided in this Article is subordinate to the lien of any such First Mortgage. A claim of lien by the Master Association arising from nonpayment of an Assessment is also subordinate to any other mortgage lien recorded prior to the time of recording of such claim of lien. Sale or transfer of any Unit or Parcel does not affect the Assessment lien. If the claim of lien is recorded prior to the recording of any mortgage lien, then the Master Association may (but is not obligated to) give any lienholder of record 30 days' written notice within which to cure such delinquency before instituting foreclosure proceedings against the Unit or Parcel. Any lienholder holding a lien on a Unit or Parcel or other property may pay, but is not required to pay, any amounts secured by the lien established by this Article, and upon such payment, such lienholder will be subrogated to all rights of the Master Association with respect to such lien, including priority.

16.13 Reserves. At the commencement of the Community, the Master Association shall not collect reserves for future or deferred maintenance, and there is and shall be no requirement for the collection of any reserves for such maintenance. From time to time, the Master Association, through the Board, may elect to collect reserves, in which event such amounts shall be a common expense of the Master Association. If the Board determines that reserves are to be collected, (a) the Board shall determine the appropriate level of the reserves based on a periodic review of the useful life of the improvements to the Common Properties and equipment owned by the Master Association, as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Properties, the purchase of equipment to be used by the Master Association in connection with its duties hereunder, and (b) the Master Association's budget shall disclose the exact monies collected and the reserve categories involved. Each Owner, by virtue of taking title to a Unit or Parcel, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the Master Association has no obligation to establish and collect reserves during the period of time that Declarant is entitled to elect a majority of the members of the Board, that there is no statutory requirement for the establishment and collection of reserve accounts as of the date of recording of this Declaration, and that the Board has the exclusive power and authority to determine when and if reserves should be established, based upon its sole discretion.

16.14 Contributions to Capital. There shall be 2 different capital contributions that will or may be paid in conjunction with the purchase of a Unit:

16.14.1 Initial Capital Contribution. At the time the initial sale of each Unit is closed, the purchaser of the Unit shall pay to the Master Association an "Initial Capital Contribution." This sum shall be used and applied for start-up costs and as a working capital fund in connection with all initial operating expenses for the Master Association. This payment shall not be refundable or applied as a credit against

the Owner's payment of Assessments. The amount of the Initial Capital Contribution shall be specified in the purchase contract between Declarant and the purchaser. The Amenities Owner shall not be required to pay an Initial Capital Contribution. Different types of Units may be required to pay differing amounts for the Initial Capital Contribution. At the onset of the Community, the Initial Capital Contribution shall be set at \$100.00, but such amount may be changed from time to time by the Board in its sole discretion.

16.14.2 Resale Capital Contribution. Subsequent to the initial sale of a Unit, upon the conveyance of a Unit from one person to another, the purchaser of the Unit shall pay to the Master Association a "Resale Capital Contribution." This sum shall be used and applied as a working capital fund, and shall not be refundable or applied as a credit against the Owner's payment of Assessments. The Board shall set the amount of the Resale Capital Contribution from time to time. Different types of Units may be required to pay differing amounts for the Resale Capital Contribution.

16.15 Assessments of Subdivision Associations. Each Owner of a Unit, by virtue of taking title to a Unit or Parcel, acknowledges and agrees that

16.15.1 the Assessments levied by the Master Association in no manner are related to any and all assessments levied or to be levied by any Subdivision Associations;

16.15.2 that the Subdivision Associations will levy assessments pursuant to the Subdivision Declarations; and

16.15.3 that an Owner is responsible and liable to pay the Assessments of the Master Association and all assessments of the Subdivision Association (if and to the extent applicable to an Owner).

16.16 Application of Payments Received from an Owner. Any payments received by the Master Association from a delinquent Owner shall be applied first to any interest accrued as provided in this Article, then to any administrative late fee, then to any fines levied by the Master Association pursuant to the applicable provisions of this Declaration, the By-Laws and the Act, then to costs and reasonable attorneys' fees incurred in collection as provided in this Article, and then to any delinquent and/or accelerated Master Association assessments. The foregoing application of funds received shall be applicable despite any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

ARTICLE 17: MISCELLANEOUS PROVISIONS RESPECTING MORTGAGEES

17.1 General Rights of Mortgagees. The following provisions are intended for the benefit of each First Mortgagee and each "Institutional First Mortgagee" (defined for purposes herein to mean any federally or state chartered bank, insurance company, a FHLMC, FNMA, GNMA, HUD, VA or FHA approved mortgage lending institution, a recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank, or any other institutional lender holding a First Mortgage), as more specifically provided hereinafter. An Institutional First Mortgagee shall not cease to be an Institutional First Mortgagee even if the First Mortgage is partially subordinated to another mortgage encumbering the Property. To the extent that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

17.1.1 Upon request in writing to the Master Association identifying the name and address of the Institutional First Mortgagee or the insurer or guarantor of a recorded First Mortgage on a Unit or Parcel ("Insurer or Guarantor") and the number or address of the Unit or Parcel on which it has (or insures or guarantees) the First Mortgage, the Master Association shall undertake to furnish to each Institutional First Mortgagee, Insurer or Guarantor, as the case may be, timely written notice of (a) any condemnation or casualty loss that affects either a material portion of the Property or the Unit or Parcel securing its mortgage, (b) any 60-day delinquency in the payment of Assessments or charges owed by the

Owner of the Unit or Parcel on which it holds the Mortgage, (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Master Association, and (d) any proposed action that requires the consent of a specified percentage of the Institutional First Mortgagees or the First Mortgagees as a whole.

17.1.2 Any Institutional First Mortgagee who comes into possession of a Unit or Parcel pursuant to the remedies provided in the First Mortgage, through either deed-in-lieu or foreclosure, shall, to the extent permitted by law, take such property free of any claims for unpaid Assessments and charges in favor of the Master Association against the mortgaged Unit or Parcel which became due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the respective Unit or Parcel, whichever occurs first; provided, however, that this provision shall not apply to unpaid assessments and charges for which the Master Association has recorded a Notice of Lien in the public records prior to the recording of the applicable First Mortgage. In no manner shall the foregoing ability to avoid claims for unpaid Assessments and charges apply to a First Mortgagee that is not an Institutional First Mortgagee.

17.1.3 Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

17.1.3.1 to examine current copies of this Declaration, the Articles, the By-Laws, Rules and Regulations and the books and records of the Master Association during normal business hours;

17.1.3.2 to receive, by payment of a reasonable charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Master Association to the Owners at the end of each of its respective fiscal years; provided, however, that in the event an audited financial statement is not available, any First Mortgagee shall be entitled to have such an audited statement prepared at its expense.

17.1.3.3 to receive written notices of all meetings of the Master Association and to designate a representative to attend all such meetings.

17.1.3.4 to receive written notice of any decision by the Owners to make a material amendment to this Declaration, the By-Laws or the Articles; or

17.1.3.5 receive written notice of any proposed action which would require the consent of a specified percentage of First Mortgagees.

17.1.4 No provision of this Declaration or the Articles or any similar instrument pertaining to any portion of the Property shall be deemed to give an Owner or any other party priority over the rights of the First Mortgagees pursuant to their First Mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Homes or Parcels and/or the Common Property, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Homes or Parcels affected shall be entitled, upon specific written request, to timely written notice of any such loss.

17.1.5 Upon specific written request to the Master Association identifying the name and address of the First Mortgagee, Insurer or Guarantor and the number and address of the Homes or Parcel on which it has (insures or guarantees) the First Mortgage, each First Mortgagee, Insurer or Guarantor of a Unit or Parcel shall be furnished notice in writing by the Master Association of any damage to or destruction or taking of the Common Property if such damage or destruction or taking exceeds \$10,000.

17.1.6 If any Unit or Parcel (or portion thereof) or the Common Property (or any portion thereof) is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of said

Unit or Parcel or the Common Property will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the Owner of such Unit or Parcel or the Common Property or other party to priority over such First Mortgagee with respect to the distribution to such Unit or Parcel or the Common Property of the proceeds of any award or settlement.

17.2 Taxes and Assessments. Declarant and First Mortgagees may, jointly or severally, pay taxes, Assessments or other charges which are in default and which may or have become a charge against the Common Property, and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of a Master Association policy, and Declarant and First Mortgagees making such payments shall be entitled to immediate reimbursement from the Master Association.

17.3 Notice to the Master Association. Upon request, each Owner shall be obligated to furnish to the Master Association the name and address of the holder of any mortgage encumbering such Owner's Home or Parcel.

17.4 Failure of Mortgagee to Respond. Any First Mortgagee who received a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Master Association does not receive a written response from the First Mortgagee within 30 days of the date of the Master Association's request, based upon the date indicated on a postal return receipt or other certified evidence showing delivery.

ARTICLE 18: DAMAGE, DESTRUCTION AND RESTORATION OF COMMON PROPERTY

18.1 Damage, Destruction and Restoration. In the event the improvements forming a part of the Common Property, or any portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus reserves (if any) maintained by the Master Association, shall be sufficient to pay the cost of repair, restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and, if necessary, any applicable reserves, shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event the insurance proceeds and reserves (if any) are insufficient to reconstruct the damaged or destroyed improvements to the Common Property and the Owners through a special assessment (or some other applicable means) and all other parties in interest do not voluntarily make provision for reconstruction within 180 days from the date of damage or destruction, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the Board shall determine whether the net proceeds of insurance policies shall be (a) considered revenue of the Master Association, or (b) divided among all Members in proportion to their respective collective Assessment allocations from the entire Master Association budget.

18.2 Withdrawal of Damaged or Destroyed Common Property From Declaration. Any portion of the Common Property affected by damage or destruction may be withdrawn from being subject to this Declaration upon the unanimous affirmative vote of the Members voting at a meeting called for that purpose. If the Common Property affected by such damage or destruction is owned by the Master Association and such property was contributed to the Master Association by Declarant, the Board shall, after 60 days written notice to Declarant, return such property to Declarant (whether or not Declarant is a Member at the time). In the event Declarant refuses to accept the return of such property, then the property shall be sold in a commercially reasonable fashion and the Board shall determine whether the sale proceeds shall be (a) considered revenue of the Master Association, or (b) divided among the Members in proportion to their respective collective Assessment allocations from the entire Master Association budget. Such withdrawal shall be accomplished by an action of the Board of Directors through a recorded supplement to this Declaration, executed by the president or vice-president and the secretary of the Master Association, which specifically and legally describes the property being withdrawn.

ARTICLE 19: CONDEMNATION

Whenever all or any part of the Common Property owned by the Master Association shall be taken by condemnation or conveyed in lieu of and under threat of condemnation, the award made for such taking shall be payable to the Board and considered revenue of the Master Association unless the Board shall decide to distribute such funds to the Owners, in which event the proceeds available shall be handled by the Board in the same manner as insurance proceeds provided for in Article 19 hereof.

If the taking involves a portion of such Common Property on which improvements have been constructed, then, unless within 60 days after such taking, Declarant, so long as Declarant owns any Parcel subject to this Declaration, and the Board shall otherwise agree, the Master Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor, in accordance with plans approved by the Board.

ARTICLE 20: TERMINATION OF THE DECLARATION

At a meeting of all Owners called for such purpose, upon the affirmative vote of 90% of the eligible voting interests eligible to be cast at a meeting of the Master Association, the Owners may elect to terminate this Declaration and dissolve the Master Association in accordance with the provisions of the By-Laws. Within 10 days after the date of the meeting at which such action was approved, the Board shall give written notice of such action to all governmental entities, First Mortgagees, Insurers, and Guarantors entitled to notice under Article 18 of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments to perform all acts in manner and form as may be necessary to effect such termination and dissolution. Notwithstanding anything contained herein to the contrary, this Declaration may not be terminated unless the instrument of termination is joined in by the WMD or any successor controlling governmental authority.

ARTICLE 21: DECLARANT'S RIGHTS

21.1 General Provisions. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or By-Laws shall be understood or construed to:

21.1.1 prevent Declarant or its contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property may be modified by Declarant at any time and from time to time, without notice); or;

21.1.2 prevent Declarant or its contractors, subcontractors or representatives from erecting, constructing and maintaining on any property owned or controlled by Declarant or its contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing the development and establishing the Community as a community and disposing of the same by sale, lease or otherwise; or

21.1.3 prevent Declarant or its contractors or subcontractors, from conducting on any property owned or controlled by Declarant, its business of developing, subdividing, grading and constructing improvements on the Property and of disposing of Units and Parcels therein by sale, lease or otherwise; or

21.1.4 prevent Declarant from determining in its sole discretion the nature of any type of improvements to be constructed as part of the Community.

21.2 Transfer of Declarant Rights. Any or all of the special rights and obligations of Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the public records of the County.

21.3 Reserved Use Rights of Declarant. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Parcels shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Property and Parcels owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Units and Parcels, including, but not limited to, business offices, signs, model lots, and sales offices, and Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use any Parcel owned by Declarant as models, or information or sales offices.

21.4 Requirement for Declarant Consent. So long as Declarant continues to have rights under this Article, no Person shall record any Subdivision Declaration or similar instrument affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such Subdivision Declaration or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant,

21.5 Future Easements and Modifications. Declarant reserves the right to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights of way to modify the boundary lines and to plat or replat portions of the Property for development of the Community.

21.6 Amendment of this Article. This Article may not be amended without the express written consent of Declarant; provided, however, Declarant's rights contained in this Article shall terminate upon the earlier of (a) 30 years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

21.7 Assignment of Declarant's Rights. Any or all of the rights, privileges, or options provided to or reserved by Declarant in this Declaration, the Articles or the By-Laws, may be assigned by Declarant, in whole or in part, as to all or any portion of the Property, to any person or entity pursuant to an assignment recorded in the public records of the County. Any partial assignee of any of the rights of Declarant shall be deemed a Declarant but shall have no other rights, privileges or options other than as are specifically assigned. If, however, such purchaser is specifically assigned all the rights held by WCI as Declarant hereunder, such assignee shall be deemed Declarant and may exercise all the rights of Declarant hereunder. Any full or partial assignment of Declarant's rights shall be by an express written assignment recorded in the public records of the County, specifically setting forth the description of the rights assigned and the specific property of assignee to which the assigned rights apply. Any partial assignment may be made on a non-exclusive basis and in the event of a dispute between WCI (and its successors or assignee of full Declarant's rights hereunder) and any assignee of a portion of Declarant's rights hereunder, the exercise of rights by WCI as Declarant hereunder (and its successors or assignee of full Declarant's rights) shall be controlling. No assignee of Declarant shall have any liability for any acts of Declarant or any prior Declarant unless such assignee is assigned and agrees to assume such liability. Notwithstanding the foregoing, an assignment of all of Declarant's rights hereunder with respect to a portion of the Property shall not be valid without the prior written approval of the First Mortgagee of such portion attached to and recorded with the assignment instrument.

ARTICLE 22: AMENDMENTS

22.1 Amendments in General.

22.1.1 Amendment by Declarant.

22.1.1.1 Subject to the provisions of this Declaration where applicable and except as otherwise provided herein, Declarant may amend this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time prior to the date on which Declarant shall have conveyed 90% of the Homes and Parcels which may have been or may ultimately be constructed within the Community and subjected to the scope of this Declaration (for purposes of disclosure, Declarant presently intends that all residential property contained in the Community shall be subjected to the scope of this Declaration).

22.1.1.2 Notwithstanding any provision herein to the contrary, pursuant to its rights hereunder to amend the Declaration, Declarant expressly reserves the right to amend the legal descriptions for any of the Parcels, to further subdivide any particular Parcel into two or more Parcels, to modify the Assessment process as contemplated in Exhibit F attached hereto and made a part hereof, or to create new classes or recategorize existing classes of Parcels or membership.

22.1.2 Amendment by the Master Association. Upon such time as Declarant's rights to amend this Declaration expire pursuant to Section 22.1.1 hereof, this Declaration may be amended by an instrument executed by the Master Association with the formalities from time to time required of a deed and approved by not less than 75% of the total voting interests in the Master Association at a meeting of the Master Association. No amendment is effective until an amendment document is executed by the president or vice president and the secretary of the Master Association certifying that the requisite percentage of Owners approved the amendment, and such amendment document is recorded in the public records of the County. Notwithstanding the foregoing, no instrument of amendment shall be effective while there is Class B membership unless the Class B Member shall approve and join in such instrument. Further, any amendment which directly or indirectly impacts the (a) Amenities Property shall require the prior written consent of the Amenities Owner in order to be effective, or (b) Upland Buffer Lands shall require the prior written consent of the Upland Buffer Lands Owner in order to be effective .

22.1.3 WMD Consent to Amendments. Notwithstanding any provisions to the contrary contained in this Declaration, any amendment which will affect the Stormwater Drainage and Management System serving the Property must have the prior written approval of the WMD or its successor agency, if any, in order to be effective and binding.

22.2 Special Amendments. Anything herein to the contrary notwithstanding, and subject to the requirement of First Mortgagee approval set forth herein where applicable, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements the South Florida Water Management District or its successor agency, of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with First Mortgages covering Homes or Parcels; (iii) to correct clerical or typographical errors in this Declaration; or (iv) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Home or Parcel and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent

to the reservation of, the power of Declarant to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on December 31, 2025.

ARTICLE 23: GENERAL PROVISIONS

23.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Master Association, the Owner of any Unit or Parcel subject to this Declaration, the Amenities Owner and the Upland Buffer Lands Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years each, unless an instrument in writing, approved by 67% of the votes of the Member entitled to vote, has been recorded within the year preceding the beginning of each successive period of 10 years, agreeing to terminate the same, in which case this Declaration shall be terminated as specified therein. Notwithstanding the foregoing, any terms, provisions, covenants, restrictions or prohibitions contained herein which relate to, pertain to or affect any environmentally sensitive areas of the Property or any portion of the Property which is subject to the rules, ordinances or regulations of the federal government, the State of Florida or the County or any agency or body of the foregoing shall be applicable to the Property in perpetuity unless the waiver of same shall have been obtained from the appropriate party or unless the rule, ordinance or regulation shall have been abrogated or repealed by the appropriate party.

23.2 Action by Master Association. All actions to be taken by the Master Association under this Declaration shall be taken by the Board of Directors without a vote of the membership unless a vote of the membership is specifically required by the terms of this Declaration, the Articles or the By-Laws.

23.3 Covenant Running with Property. The covenants and restrictions of this Declaration shall run with and be binding upon the Property, and shall remain in force and be enforced by the Board for a term as hereinabove provided.

23.4 Future Deeds of Conveyance. Each Owner, by virtue of taking title to a Unit or Parcel, hereby agrees that the deed of conveyance of the Unit or Parcel to a third party shall specifically state that the Unit or Parcel is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Units and Parcels.

23.5 Enforcement. Unless expressly provided otherwise, the Master Association or any Owner has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Master Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy. If the Master Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, payable to the prevailing party, may be assessed as a Specific Assessment against such losing Owner's Home or Parcel as provided hereinabove. Failure by the Master Association or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.

23.6 Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to enforce any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity

while effectuating Owner's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Property.

23.7 Interpretation. Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the terms "Unit" and "Parcel" includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the words "must", "should," and "will" have the same legal effect as the word "shall". This Declaration shall be interpreted, construed and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Units and Parcels by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

23.8 Inapplicability of Condominium Act. It is acknowledged that the Master Association is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Chapter 718, Florida Statutes.

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

23.10 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association, nor shall any legal services be provided with respect to preparing for such judicial or administrative proceedings unless approved by a vote of 75% of the Class A Members eligible to vote, and the Class B Member (if Class B membership has not been terminated). The Master Association shall prepare a budget of the total estimated cost of the litigation which shall be submitted to the Members for a vote along with the notice of the proposed litigation. The budget shall be based upon an estimate of the total cost and fees of the litigation made by the attorney being retained by the Master Association for the litigation. The Master Association shall assess all Owners whose interests are being sought to be protected through such litigation in accordance with the Assessment process provided herein; provided, however, that no funds from General Assessments or other sources may be used for such purpose. Prior to preparation for and institution of legal proceedings, any Assessment levied in such regard must be more than 75% collected. This Section shall not apply, however, to (a) actions brought by the Master Association against parties other than Declarant to enforce the provisions of this Declaration (including without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, (d) counterclaims brought by the Master Association in proceedings instituted against it, or (e) any dispute in which the amount in question is \$10,000 or less, as adjusted for inflation from year to year. This Section shall not be amended unless such amendment is made

by Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

23.11 Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration may be cumulative with those of any Subdivision Association and the Master Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Subdivision Association shall be subject and subordinate to those of the Master Association. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Master Association.

23.12 Compliance. Every Owner and occupant of any Home or Parcel, their guests and invitees, shall comply with all lawful provisions of this Declaration, the By-Laws and Rules and Regulations of the Master Association. Failure to comply shall be grounds for an action to recover sums dues, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Master Association or, in a proper case, by any aggrieved party. Further, in the event of any violation of any ordinances, rules or restrictions imposed by the County with respect to the Property, the County may, without the consent of the Master Association or any Person, seek judicial enforcement of such ordinances, rules or restrictions and if such enforcement shall be required by a court of competent jurisdiction, then the County shall be entitled, in addition to all other awards or directions of enforcement, to all reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, and court costs incurred by the County relative to its enforcement of the foregoing.

23.13 Recognition by Owners of Declarant's Rights to Develop and Construct Improvements on the Property. Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns acknowledges and agrees that the completion of the development of the Community may occur over an extended period of time and that incident to such development and the construction associated therewith the quiet use and enjoyment of the Property and each portion thereof may be temporarily interfered with by the development and construction work occurring on those portion of the Property owned by Declarant or its successors and assigns and each Owner, on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of the balance of the Property. Each Owner on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns agrees that the development, construction and completion of the balance of the Property may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner or such Owner's behalf and on behalf of such Owner's heirs, assigns, personal representatives,, successors, mortgagees, lienors and assigns does hereby release Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.

23.14 Access Control. Declarant and the Master Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property more secure than they otherwise might be. **Neither the Master Association nor Declarant shall in any way be considered insurers or guarantors of privacy or safety within the Property. Neither the Master Association nor Declarant shall be held liable for any loss or damage by reason of failure to provide adequate privacy or ineffectiveness of privacy or safety measures undertaken. All Owners and occupants of any Unit or Parcel, tenants, guests and invitees of any Owner, as applicable, acknowledge that Declarant and the Master Association, and the officers, directors and supervisors of each of them, do not represent or warrant that any fire protection system, electronic monitoring system or other privacy system designated by or installed according to guidelines established by Declarant or the ARC may not be compromised or circumvented, that any fire protection or electronic monitoring systems or other privacy systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and that fire protection or electronic monitoring systems or**

other privacy systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner and occupant of any Unit or Parcel, and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that each Owner and occupant of any Unit or Parcel and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to Units and to the contents of Units and further acknowledges that the Master Association and Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or electronic monitoring systems or other privacy systems recommended or installed or any privacy measures undertaken within the Property.

23.15 Disclaimer of Association Liability. As used in this Section, "Associations" shall mean the Master Association, all Subdivision Associations having jurisdiction over portions of the Community, the Dry Dock Association, the Boating Association, and all committee and Board Members, employees, agents, contractors (including management companies), subcontractors, successors and assigns of any of the foregoing. Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the Associations or any other document governing or binding the Associations (collectively, the "Association Documents"), the Associations shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, Member, occupant or user of any portion of the Community, other tenants, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing: (a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Associations and which govern or regulate the uses of the Community, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the community and the value thereof; and (b) the Associations are not empowered, and have not been created, to act as an agency which enforces or insures compliance with the laws of the State of Florida or the County or the prevention of tortious activities. Each Member (by virtue of his or her acquisition of a Home or Parcel and each other Person having an interest in or lien upon, or making any use of, any portion of the community (by virtue of accepting such interest or lien or making such use) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against which the liability of the Associations has been disclaimed in this Article. Each Member does hereby release Declarant and the Associations from all liability from injury and/or accidental death due to adverse weather and all effects and results thereof.

23.16 Logos and Trademarks. All logos, trademarks, and designs used in connection with the Community are the property of Declarant, and the Master Association shall have no right to use the same after Turnover except with the express written consent of Declarant.

23.17 Disclosure Concerning Development and Construction Noise and Activities: All Owners, occupants, residents and users of the Community are hereby placed on notice that Declarant, third party builders and/or their agents, contractors, subcontractors, licensees and other designees will be, from time to time, conducting blasting, excavation, construction and other activities within or in proximity to the Community. By the acceptance of a deed or other conveyance or mortgage, leasehold, license or other interest, and by using any portion of the Community, each such Owner, occupant, resident 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 the Community 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) that Declarant 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 Declarant's gross negligence or willful misconduct, (iv) that any purchase or use of any portion of the Community has been and will be

made with full knowledge of the foregoing, and (v) that this acknowledgment and agreement is a material inducement to Declarant to sell, convey, and/or allow the use of the Unit or Parcel to third parties. This section shall survive the closing and delivery of a deed of conveyance.

23.18 Escambia County Fees. Escambia County may impose and levy taxes or assessments, or both taxes and assessments, on the Home or Parcel by virtue of approved ordinances. These taxes and assessments pay for the construction, operation, and maintenance costs of certain public facilities and services of the County and are set annually by the Board of County Commissioners. These taxes and assessments are in addition to County and other local governmental taxes and assessments and all other taxes and assessments provided for by law.

23.19 Hurricane Disclosure Statement. Each Owner, by virtue of taking title to a Unit or Parcel, hereby agrees that the deed of conveyance of the Unit or Parcel to a third party shall specifically state that (1) the Unit or Parcel is located within a hurricane vulnerability zone, (2) the hurricane evacuation time for the Northwest Florida region is high and the Property is located within a mandatory hurricane evacuation zone, and (3) hurricane shelter space is limited. Each Owner, by virtue of taking title to a Unit or Parcel, agrees that they shall include this disclosure statement in any subsequent deed conveying the Unit or Parcel that the Owner has purchased or is in the process of purchasing.

23.20 Avigation Easement Disclosure. Each Owner, by virtue of taking title to a Unit or Parcel, understands and agrees, and shall be deemed to understand and agree, that the Community and its improvements are situated in close proximity to one or more civilian or military airfields, and accordingly users of civilian or military aircraft may operate in and through the airspace above, over, across or near the surface of the Property and the Community. Such operation will likely cause such noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects as are inherent in the operation of civilian and military aircraft. The airspace above and around the Community may be used for the launching, landing and maneuvering about of civilian and military aircraft. Each Owner, by virtue of taking title to a Unit or Parcel, expressly assumes the risk of residing in close proximity to such operations and agrees that Declarant or any entity designing, constructing or managing the Community or any portions thereof will not be liable to any Owner or any invitee, guest, tenant, licensee or family of Owner for any loss or damage for personal injury, damage to property, trespass, nuisance or any other alleged wrong attributable to any extent to the proximity of the Property to the civilian or military airfields and the flight or passage of civilian or military aircraft in and through the airspace above, over, across or near the surface of the Property and the Community. Each Owner acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the acknowledgments and covenants of the Owner contained in this Section 6.43 are a material consideration to Declarant in the development and creation of the Community and conveying Units and Parcels to third parties.

23.21 Resolution of Disputes. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

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IN WITNESS WHEREOF, the undersigned, being Declarant, herein has caused this Declaration to be executed by its authorized officer and affixed its corporate seal as of this ____ day of March, 2007.

WITNESSES:

WCI Communities, Inc., a Delaware corporation

Name: [Signature]
Print Name: Dorothy Wilford

By: [Signature]
Wanda Z. Cross, Vice President

(Corporate Seal)

Name: Constance Mitchell
Print Name: Constance Mitchell

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of March, 2007, by Wanda Z. Cross, as Vice President of WCI Communities, Inc., a Delaware corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

My Commission Expires:

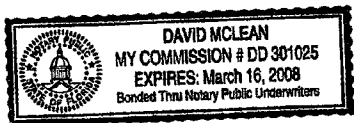
(AFFIX NOTARY SEAL)

[Signature]
(Signature)

Name: David McLean
(Legibly Printed or Typed)

Notary Public, State of Florida

DD 301025
(Commission Number, if any)



JOINDER AND CONSENT

Lost Key Marina & Yacht Club Master Association, Inc., a Florida not-for-profit corporation, hereby joins in and consents to the terms and provisions of the Master Declaration for Lost Key Marina & Yacht Club to which this instrument is attached.

Dated this 5th day of March, 2007.

WITNESSES:

Lost Key Marina & Yacht Club Master Association, Inc., a Florida not-for-profit corporation

Name: [Signature]
Print Name: David McLean

By: [Signature]
Wanda Z. Cross, President
(Corporate Seal)

Name: [Signature]
Print Name: Christina Mitchell

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of March, 2007, by Wanda Z. Cross, as President of Lost Key Marina & Yacht Club Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has provided _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

[Signature]
(Signature)

Name: David McLean
(Legibly Printed or Typed)
Notary Public, State of Florida



DD 301025
(Commission Number, if any)

Exhibit A-1

Legal Description of the Residential Property

Legal Description for Sketch of Condominium Property
(Building Envelope for Galia Condominium)
HMM Project No. 210213
July 2, 2005 (Revised: May 4, 2006)

A parcel of land lying and being in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Block 2, Quinavista Subdivision, a Subdivision lying in Lot 1, Section 24, Township 3 South, Range 31 West, Escambia County, Florida, as recorded in Plat Book 2 at page 68 of the Public Records of Escambia County, Florida; thence run North 78°11'50" East along the South right-of-way of Gulf Beach Highway (66' R/W) for a distance of 423.05 feet to an one-inch iron pipe; thence departing said South right-of-way run South 11°50'40" East for a distance of 250.09 feet; thence run North 78°12'50" East for a distance of 26.12 feet; thence run South 11°43'12" East for a distance of 158.63 feet; thence run North 78°16'48" East for a distance of 25.84 feet to the Point of Beginning; thence run North 66°10'26" East for a distance of 262.24 feet; thence run South 23°49'34" East for a distance of 97.02 feet to a point on a non-tangent circular curve being concave to the South, having a radius of 856.50 feet and a central angle of 1°38'51"; said point also being on the North line of a 30-foot Access and Utility Easement; thence run Southwesterly along the arc of said curve and said Easement for an arc distance of 24.63 feet (Chord Bearing= South 71°19'22" West, Chord Distance= 24.63 feet) to a point of compound curvature with a circular curve being concave to the South, having a radius of 115.00 feet and a central angle of 19°51'47"; said point also being on said North line of Easement; thence run Southwesterly along the arc of said curve and said Easement for an arc distance of 39.87 feet (Chord Bearing= South 60°34'02" West, Chord Distance= 39.67 feet); thence departing said curve and said Easement run South 66°10'26" West for a distance of 204.69 feet; thence run North 23°49'34" West for a distance of 68.78 feet; thence run North 11°39'02" West for a distance of 30.59 feet to the Point of Beginning.

Contains 0.6021 acres, more or less.

TOGETHER WITH

Legal Description for Sketch of Parcel A
(Parking Easement for Galia Condominium)
HMM Project No. 210213
July 20, 2006

A Parking Easement over and across a parcel of land lying and being in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Block 2, Quinavista Subdivision, a Subdivision lying in Lot 1, Section 24, Township 3 South, Range 31 West, Escambia County, Florida, as recorded in Plat Book 2 at page 68 of the Public Records of Escambia County, Florida; thence run North 78°11'50" East along the South right-of-way of Gulf Beach Highway (66' R/W) for a distance of 423.05 feet to an one-inch iron pipe; thence departing said South right-of-way run South 11°50'40" East for a distance of 250.09 feet; thence run North 78°12'50" East for a distance of 26.12 feet; thence run South

11°43'12" East for a distance of 79.80 feet; thence run North 78°16'48" East for a distance of 31.44 feet to the Point of Beginning of Parcel A; thence run North 78°20'58" East for a distance of 18.00 feet to a point here forth known as Point 'A'; thence run South 11°39'02" East for a distance of 45.00 feet to a point here forth known as Point 'B'; thence run South 78°20'58" West for a distance of 18.00 feet; thence run North 11°39'02" West for a distance of 45.00 feet to the Point of Beginning.

Contains 810.00 square feet or 0.0186 acres, more or less.

TOGETHER WITH

Legal Description for Sketch of Parcel B
(Parking Easement for Galia Condominium)
HMM Project No. 210213
July 20, 2006

A Parking Easement over and across a parcel of land lying and being in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the aforesaid Point 'A' of Parcel A; thence run North 78°20'58" East for a distance of 29.97 feet; thence run South 23°49'34" East for a distance of 2.29 feet to the Point of Beginning of Parcel B; thence run North 66°10'26" East for a distance of 54.00 feet to a point here forth known as Point 'C'; thence run South 23°49'34" East for a distance of 18.00 feet; thence run South 66°10'26" West for a distance of 54.00 feet; thence run North 23°49'34" West for a distance of 18.00 feet to the Point of Beginning.

Contains 972.00 square feet or 0.0223 acres, more or less.

TOGETHER WITH

Legal Description for Sketch of Parcel C
(Parking Easement for Galia Condominium)
HMM Project No. 210213
July 20, 2006

A Parking Easement over and across a parcel of land lying and being in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the aforesaid Point 'C' of Parcel B; thence run North 66°10'26" East for a distance of 10.00 feet to the Point of Beginning of Parcel C; thence continue North 66°10'26" East for a distance of 108.00 feet; thence run South 23°49'34" East for a distance of 18.00 feet; thence run South 66°10'26" West for a distance of 108.00 feet; thence run North 23°49'34" West for a distance of 18.00 feet to the Point of Beginning.

Contains 1,944.00 square feet or 0.0446 acres, more or less.

TOGETHER WITH

Legal Description for Sketch of Parcel D
(Parking Easement for Galia Condominium)
HMM Project No. 210213

July 20, 2006

A Parking Easement over and across a parcel of land lying and being in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the aforesaid Point 'B' of Parcel A; thence run North 78°20'58" East for a distance of 4.91 feet; thence run South 23°49'34" East for a distance of 5.59 feet to the Point of Beginning of Parcel D; thence run North 66°10'26" East for a distance of 54.00 feet to a point here forth known as Point 'D'; thence run South 23°49'34" East for a distance of 18.00 feet; thence run South 66°10'26" West for a distance of 54.00 feet; thence run North 23°49'34" West for a distance of 18.00 feet to the Point of Beginning.

Contains 972.00 square feet or 0.0223 acres, more or less.

TOGETHER WITH

Legal Description for Sketch of Parcel E
(Parking Easement for Galia Condominium)
HMM Project No. 210213
July 20, 2006

A Parking Easement over and across a parcel of land lying and being in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the aforesaid Point 'D' of Parcel D; thence run North 66°10'26" East for a distance of 48.97 feet to the Point of Beginning of Parcel E; thence continue North 66°10'26" East for a distance of 108.00 feet; thence run South 23°49'34" East for a distance of 18.00 feet; thence run South 66°10'26" West for a distance of 108.00 feet; thence run North 23°49'34" West for a distance of 18.00 feet to the Point of Beginning.

Contains 1,944.00 square feet or 0.0446 acres, more or less.

Exhibit A-2

Legal Description of the Dry Dock Condominium Property

February 07, 2007

A parcel of land lying and being in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Block 2, Quinavista Subdivision, a subdivision in Lot 1, Section 24, Township 3 South, Range 31 West, Escambia County, Florida as recorded in Plat Book 2 at page 68 of the Public Records of said County; thence run North $78^{\circ}11'50''$ East along the South right-of-way line of Gulf Beach Highway for 423.05 feet to an one-inch iron pipe; thence South $67^{\circ}08'02''$ East for 37.49 feet to the Point of Beginning; thence North $69^{\circ}04'17''$ East for 217.92 feet; thence South $20^{\circ}54'54''$ East for 154.28 feet; thence South $69^{\circ}04'17''$ West for 217.92 feet; thence North $20^{\circ}54'54''$ West for 154.28 feet to the Point of Beginning.

Containing 0.77 acres, more or less.

Exhibit A-3

Legal Description of the Upland Buffer Lands

February 07, 2007

A parcel of land lying and being in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Block 2, Quinavista Subdivision, a subdivision in Lot 1, Section 24, Township 3 South, Range 31 West, Escambia County, Florida as recorded in Plat Book 2 at page 68 of the Public Records of said County; thence run North 78°11'50" East along the South right-of-way line of Gulf Beach Highway for 423.05 feet to an one-inch iron pipe; thence (this call and the succeeding two calls are along the West line of Lost Key Marina and Yacht Club) South 11°50'40" East for 250.09 feet; thence North 78°12'50" East for 26.12 feet; thence South 11°43'12" East for 497.56 feet to the Point of Beginning; thence South 11°43'12" East for 10.38 feet; thence North 62°40'15" East for 160.81 feet; thence North 66°23'16" East for 48.85 feet; thence North 72°23'07" East for 89.20 feet; thence North 15°17'39" West for 10.01 feet; thence South 72°23'07" West for 90.12 feet; thence South 66°23'16" West for 49.70 feet; thence South 62°40'15" West for 158.35 feet to the Point of Beginning.

Containing 0.07 acres, more or less.

Exhibit B

Description of Common Property

As of the date of recording of the Declaration there are no lands to be included as part of the Common Property which are required to be disclosed in this Exhibit. Section 1.14 of the Declaration provides a detailed description of other lands and items that are considered to be Common Property. Declarant has reserved the right to amend the Declaration and this exhibit, pursuant to Section 4.5.3 of the Declaration, from time to time to provide a description of lands to be contained within the Common Property.

Exhibit C

Articles of Incorporation of the Master Association

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LOST KEY MARINA & YACHT CLUB MASTER ASSOCIATION, INC., a Florida corporation, filed on February 1, 2007, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number N07000029190. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N07000001161.

Authentication Code: 107A00008171-020207-N07000001161-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Second day of February, 2007



Kurt S. Browning
Secretary of State

02/02/2007 11:37 FAX
830-205-0381

2/2/2007 11:26 PAGE 002/002 Florida Dept of State

→ CF

002/002



February 2, 2007

FLORIDA DEPARTMENT OF STATE
Division of Corporations

LOST KEY MARINA & YACHT CLUB MASTER ASSOCIATION, INC.
24301 WALDEN CENTER DR
BONITA SPRINGS, FL 34134

The Articles of Incorporation for LOST KEY MARINA & YACHT CLUB MASTER ASSOCIATION, INC. were filed on February 1, 2007, and assigned document number N07000001161. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number E07000029190.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Tammy Hampton
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 107A00008171

P.O. BOX 6327 - Tallahassee, Florida 32314

Audit No. H07000029190 3

**ARTICLES OF INCORPORATION
OF
LOST KEY MARINA & YACHT CLUB MASTER ASSOCIATION, INC.
(A Corporation Not for Profit)**

THE UNDERSIGNED INCORPORATOR to these Articles of Incorporation hereby proposes the incorporation under Chapters 617 and 720, Florida Statutes, of a corporation not for profit, and hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida, Articles of Incorporation, and hereby certifies as follows:

ARTICLE I: NAME AND LOCATION

The name of this corporation shall be **LOST KEY MARINA & YACHT CLUB MASTER ASSOCIATION, INC.** (hereinafter referred to as the "Master Association"), and its initial office for the transaction of its affairs shall be 24301 Walden Center Drive, Bonita Springs, Florida 34134, and the initial Registered Agent at that address is Vivien N. Hastings.

ARTICLE II: PURPOSES

This Master Association does not contemplate pecuniary gain or profit to the Members thereof, and no distribution of income to its Members, directors or officers shall be made, except that nothing herein shall prevent the Master Association from compensating persons who may be Members, directors or officers in exchange for services actually rendered to, or costs actually incurred for the benefit of, the Master Association in furtherance of one or more of its purposes. The general purpose of this Master Association is to promote the common interests of the property owners in Lost Key Marina & Yacht Club (hereinafter referred to as the "Community"), and the specific purpose is to perform the functions of the Master Association contemplated in the Master Declaration for the Community recorded in the public records of Escambia County, Florida (hereinafter referred to as the "Declaration"), as the same may in the future be amended, which purposes shall include but not be limited to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Master Association as set forth in the Declaration;
- (b) Fix, levy, collect and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the Declaration;
- (c) Own and convey property;
- (d) Establish rules and regulations;
- (e) Sue and be sued;
- (f) To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Master Association;
- (g) Maintain, repair and replace Common Properties as contemplated by the Declaration, and to enter into contracts for the provision of services to maintain and operate the Common Properties; and
- (h) Have and exercise any and all other powers, rights and privileges of a not-for-profit corporation organized under the law of the State of Florida.

Audit No. H07000029190 3

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

A. Eligibility. Every person, whether an individual, corporation or other entity, who is the record owner of a portion of the Property that is subject to Assessment pursuant to the Declaration shall become a Member of the Master Association upon the recording of the instrument of conveyance. If title to a portion of the Property is held by more than one person, each such person shall be a Member. An Owner of more than one Unit or Parcel is entitled to membership for each Unit or Parcel owned. No person other than an Owner may be a Member of the Master Association, and a membership in the Master Association may not be transferred except by the transfer of title to a Unit or Parcel; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to such Owner's vendee in possession.

If more than one person owns a fee interest in any portion of the Property, all such persons are Members, but there may be only one vote cast with respect to such portion of the Property. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file a certificate with the secretary of the Master Association naming the voting co-owner entitled to vote at such meeting, unless such co-owners have filed a general voting certificate with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, no separate certificate shall be necessary if title to any portion of the Property is held in a tenancy by the entireties, and in such event either tenant is entitled to cast the vote for such Parcel unless and until the Master Association is notified otherwise in writing by such co-tenants by the entireties.

B. Classes of Membership and Voting; Transfer of Control. The Master Association shall have two classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A Members shall be all persons owning record title to the Units and Parcels of the Community ("Homeowners") except Declarant. All Class B memberships shall belong to Declarant. Upon termination of Class B membership as provided below, Class A Members shall be all Owners, including Declarant so long as such Declarant is an Owner. Voting shall be accomplished in accordance with the schedule set forth in Exhibit E to the Declaration. There shall be no cumulative voting for Directors or any other matters.

Until such time as Class B membership is terminated, Declarant shall be entitled to solely appoint all members of the Board. The Class B membership will terminate and convert automatically to Class A membership, and Transfer of Control of the Master Association for the Members other than Declarant shall occur, upon the earlier of (a) 3 months after 90% of the Units and Parcels in all portions of the Community which are or may be ultimately subject to governance by the Master Association have been conveyed to third party Owners; or (b) when Declarant waives its rights to Class B membership, which waiver shall be evidenced by the recording of a certificate to such effect in the public records of Escambia County, Florida.

Upon termination of Class B membership, all provisions of the Declaration, Articles of Incorporation, or By-Laws referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership.

C. Transferability. Each membership is appurtenant to the Unit or Parcel upon which it is based and is transferred automatically by conveyance of title to that Unit or Parcel whether or not mention thereof is made in such conveyance of title.

ARTICLE IV: TERM OF EXISTENCE

The Master Association shall have perpetual existence. In the event the Master Association is dissolved, the Master Association shall ensure that the maintenance of the surface water management system, is delegated, transferred or assigned to a similar not-for-profit corporation.

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ARTICLE V: INCORPORATOR

The name and address of the Incorporator to these Articles of Incorporation is the following.

NAME

Robert S. Freedman

ADDRESS

Carlton Fields, P.A.
Corporate Center Three at International Plaza
4221 West Boy Scout Road, Suite 1000
Tampa, Florida 33607-5736

ARTICLE VI: MANAGEMENT

The affairs of the Master Association shall be managed by its Board of Directors, which shall consist of not less than 3 nor more than 7 individuals, the precise number to be fixed in the By-Laws or by the Board of Directors from time to time. Directors shall be elected for one year terms by the Members at the annual Members' meeting, to be held as scheduled by the Board of Directors in the last quarter of each fiscal year in the manner prescribed in the By-Laws, and shall hold office until their respective successors are duly elected and qualified; provided, however, that Declarant shall be entitled to solely appoint all members of the Board of Directors prior to Transfer of Control. The Board shall elect a President, a Vice President, and a Secretary-Treasurer, and such other officers as may, in the opinion of the Board, from time to time be necessary to adequately administer the affairs of the Master Association. Such officers are to hold office at the pleasure of the Board or until their successors are duly elected and qualified. Officers may be Directors. Officers and Directors must be Members of the Master Association except with respect to those who are elected by the Class B Members. Any individual may hold 2 or more corporate offices, except that the offices of President and Secretary-Treasurer may not be held by the same person. The officers shall have such duties as may be specified by the Board or the By-Laws of the Master Association. Vacancies occurring on the Board and among the officers shall be filled in the manner prescribed by the By-Laws of the Master Association.

Notwithstanding the foregoing, the Class B Members shall have the right to elect all Directors as long as there shall be Class B membership, except that such Class B Members, in their sole discretion, may voluntarily consent to the election of one director by the Class A Members after 50% of the Units and Parcels in the Community have been conveyed to Class A Members.

ARTICLE VII: INITIAL OFFICERS

The names of the initial officers who are to serve until their successors are elected under the provisions of these Articles of Incorporation and the By-Laws are the following:

Wanda Cross	President
Tim Pyle	Vice President
Sylvia Keith	Secretary
Marci Tiebout-Touron	Treasurer

ARTICLE VIII: INITIAL BOARD OF DIRECTORS

The number of persons constituting the initial Board of Directors of the Master Association shall be three (3) and the names and addresses of the members of such first Board of Directors, who shall hold

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office until their respective successors are elected pursuant to the provisions of these Articles of Incorporation and the By-Laws, are the following:

Wanda Cross	13587 Perdido Key Drive Pensacola, Florida 32507
Tim Pyle	13587 Perdido Key Drive Pensacola, Florida 32507
Marci Tiebout-Touron	13587 Perdido Key Drive Pensacola, Florida 32507

ARTICLE IX: BY-LAWS

The By-Laws of the Master Association shall be adopted by the initial Board of Directors, as constituted under Article VIII above, at the organizational meeting of the Board. Thereafter the By-Laws may be altered, amended, or rescinded in accordance with the applicable provisions of the By-Laws.

ARTICLE X: AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth a proposed amendment and, if Members have been admitted, directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting. If no Members have been admitted, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by Members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member of Record (as defined in the By-Laws) entitled to vote thereon within the time and in the manner provided by Florida Statutes for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

Notwithstanding the foregoing, (a) no amendment to the By-Laws shall be valid which affects any of the rights and privileges provided to the Declarant without the written consent of the Declarant as long as Declarant shall own any Units or Parcels in the Community, and (b) no amendment which will affect any aspect of the surface water management system located on the Property shall be effective without the prior written approval of the Northwest Florida Water Management District.

ARTICLE XI: REGISTERED OFFICE AND AGENT

Pursuant to Section 48.091 and Section 607.0501, Florida Statutes, the name and address of the Initial Registered Agent for service of process upon the Master Association is:

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Vivien N. Hastings
24301 Walden Center Drive, Suite 300
Bonita Springs, Florida 34134

The above address is also the address of the registered office of the Master Association.

Robert S. Freedman
Robert S. Freedman, Incorporator

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 30th day of January, 2007, by ROBERT S. FREEDMAN, being known to me to be the person who executed the foregoing Articles of Incorporation, and who acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein set forth. He is personally known to me.

My Commission Expires:

Margaret R. Keenan
(Signature)

(AFFIX NOTARY SEAL)

Name _____
(Legibly Printed)



Notary Public, State of Florida

(Serial Number, if any)

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for Lost Key Marina & Yacht Club Master Association, Inc., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties and is familiar with and accepts the obligations of his position as registered agent.

Vivien Hastings
Vivien N. Hastings

Exhibit D
By-Laws of the Master Association

**BY-LAWS
OF
LOST KEY MARINA & YACHT CLUB MASTER ASSOCIATION, INC.
(A Corporation Not for Profit)**

ARTICLE I: Name and Location

The name of the corporation is **LOST KEY MARINA & YACHT CLUB MASTER ASSOCIATION, INC.** (hereinafter referred to as the "Master Association"), and its initial office for the transaction of its affairs shall be 24301 Walden Center Drive, Bonita Springs, Florida 34134. Meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors (hereinafter referred to as the "Board").

ARTICLE II: Definitions

Unless the context expressly requires otherwise, the terms used herein shall have the meanings set forth in the Master Declaration for Lost Key Marina & Yacht Club ("Declaration").

ARTICLE III: Meeting of Members

Section 1. **Annual Meetings.** All annual and special meetings of the Master Association shall be held in Escambia County, Florida, or at such other place as may be permitted by law and from time to time as fixed by the Board and designated in the notices of meetings.

Section 2. **Notice of Annual Meetings.** Annual meetings of the Members of the Master Association shall be held in the fourth quarter of each fiscal year. Notice of the meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Master Association at the street, post office, or electronic mail address (as applicable) shown therein ("Member of Record") not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Master Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Master Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Master Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Section 3. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these By-Laws, the Articles of Incorporation, or the Declaration may be called by the president, secretary, a majority of the Board, or by the Members having 1/10 of the votes of the Class A membership.

Section 4. **Notice of Special Meetings.** No business shall be transacted at any special meeting except as stated in the notice thereof. Notice of all special meetings shall be given by the secretary to Members of Record, or if the secretary shall fail to do so, by the president or Board, not less than 30 nor more than 60 days prior to the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the United States mail, postage prepaid within the prescribed time or, in lieu of mailing, delivered by hand to the Members shall suffice. The Secretary shall obtain and retain a written receipt of delivery of the post office certificate of mailing as proof that the notice was delivered or mailed.

Section 5. **Quorum.** Members present in person or represented by proxy, entitled to cast at least 1/3 of the votes of the membership of the Master Association, shall constitute a quorum.

Section 6. **Action Taken at Meeting.** When a quorum is present at any meeting, a majority of the votes duly cast by the Members present at the meeting or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of law, the Declaration, the Articles of Incorporation or these By-Laws, a different vote is required, in which case the express provision shall govern and control. If any meeting of Members cannot be organized because a quorum is not present, the meeting may be adjourned by a majority of the Members present in person, until a quorum is present

Section 7. **Order of Business.** The order of business at all meetings shall be as prescribed in the agenda prepared by the Board and submitted to the Members of Record with the notice of each meeting.

Section 8. **Action Without Meeting.** Any action which may be taken by the membership pursuant to a duly called meeting, may be taken without a meeting provided that: a proposal of action to be taken by the Members is mailed to every Member of the Master Association together with a request for approval or disapproval; and, the Members responding to the proposal ("Responding Members") hold at least 1/3 of the votes of all Members of the Master Association. A proposed action may be approved by a majority of the votes attributable to the Responding Members unless the proposed action is one which by express provision of law, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

Section 9. **Voting.** The Master Association shall have two classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A Members shall be all persons owning record title to the Parcels of the Community except Declarant. All Class B memberships shall belong to Declarant. Upon termination of Class B membership as provided below, Class A Members shall be all Homeowners, including Declarant so long as such Declarant is an Owner. Voting shall be accomplished in accordance with the schedule set forth in Exhibit E to the Declaration. There shall be no cumulative voting for Directors or any other matters.

If more than one person owns an interest in any Unit or Parcel, all such persons are Members, but there may be only one vote cast with respect to such Unit or Parcel. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Master Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Unit or Parcel is held in a tenancy by the entirety, either tenant is entitled to cast the vote for such Unit or Parcel unless and until the Master Association is notified otherwise in writing.

Section 10. **Presiding Officers.** At each meeting of the Members, the president, or in his absence the vice president, shall preside and the secretary, or in his absence the assistant secretary, shall be the secretary for the meeting.

Section 11. **Right to Speak.** Members and Homeowners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any provision to the contrary in the Master Association's governing documents or any rules adopted by the Board or by the membership, a Member or a Homeowner have the right to speak for at least 3 minutes on any item, provided that the Member or Homeowner submits a written request to speak prior to the meeting (such request shall be delivered to the Master Association's record office and verified by the Master Association secretary prior to commencement of the meeting). The Master Association may adopt written reasonable rules governing the frequency,

duration, and other manner of Member and Homeowner statements, which rules must be consistent with the provisions of this Section.

ARTICLE IV: Directors

Section 1. **Board of Directors.** Until Transfer of Control of the Master Association from Declarant to the non-Declarant owners, the affairs of the Master Association shall be managed by a Board of 3 directors. A director must be a Member except that the directors elected by the Class B Members need not be Members and may be the officers and/or employees of Declarant. There shall be at all times a minimum of 3 directors.

Section 2. **Election of Directors.**

(a) Election of directors shall be held at the annual Members' meeting.

(b) The election of directors to be elected by the Class A Members shall be by ballot (unless dispensed by the unanimous vote consent of those Members eligible to vote in person or proxy) and shall be determined by a plurality of the Class A votes cast. There shall be no cumulative voting.

(c) Except as to vacancies provided by removal of directors by Members, all vacancies in the Board occurring between annual meetings of Members, including vacancies created by increasing the size of the Board, shall be filled by the vote of a majority of the remaining directors.

(d) Any directors elected by Class A Members may be removed in accordance with the provisions of the Act. If a vacancy occurs on the Board as a result of the removal of less than a majority of the directors, the vacancy shall be filled by the affirmative vote of a majority of the remaining directors. If vacancies occur on the Board as a result of the removal of a majority or more of the directors, the vacancies shall be filled in accordance with the provisions of the Act.

(e) Notwithstanding the foregoing, the Board shall be elected solely by Class B Members as long as there are Class B Members, with the exception that in the sole discretion of the Class B Members, one director may be elected by the Class A Members after 50% of the Units and Parcels have been conveyed to Class A Members.

(f) Any disputes involving the election of directors shall be resolved through the applicable provisions of the Act.

Section 3. **Term of Office.** Unless otherwise provided herein, the term of each director's service shall be one year and until his successor is duly elected and qualified or until he is removed in the manner provided elsewhere herein.

Section 4. **Composition of the Board of Directors.** In accordance with the Articles of Incorporation, the Board appointed and named in said Articles of Incorporation (and their successors appointed by Declarant) shall serve at least until Class A Members are entitled to elect one or more of the directors.

At the meeting of the Members at which Transfer of Control of the Master Association to the non-Declarant Members occurs, a simple majority of directors shall be elected for a term of office to end at the second subsequent annual meeting of the Members of the Master Association, and the remaining directors shall be elected for a term of office to end at the subsequent annual meeting of the Members of the Master Association. Following the initial election of non-Declarant Members, subsequent elections to the Board shall be for a 2 year term of office, unless otherwise provided herein. All officers of a corporation owning

a Unit or Parcel shall be deemed to be Members of the Master Association so as to qualify each to become a director hereof.

Section 5. **Notice of Board Meetings to Members.** Notices of all Board meetings must be posted in a conspicuous place in the Community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, notice of the Board meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member of Record listed in the membership book of the Master Association at the street, post office, or electronic mail address (as applicable) shown therein not less than 7 days prior to the meeting, except in an emergency. Evidence of compliance with this 7-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Master Association. A Member must consent in writing to receiving notice via electronic transmission.

Section 6. **Right of Members to Speak at Board Meetings.** Notwithstanding any provision to the contrary in the Master Association's governing documents or any rules adopted by the Board or by the membership, a Homeowner has the right to attend all Board meetings and to speak on any matter placed on the agenda by petition of the voting interests for at least 3 minutes. The Master Association may adopt written reasonable rules governing the frequency, duration, and other manner of Homeowner statements, which rules must be consistent with the provisions of the Act, and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Master Association's attorney (a) held for the purpose of discussing personnel matters, or (b) as otherwise specifically prescribed under the Act.

Section 7. **Annual Meetings.** The annual meeting of the Board may be held at such time and place as shall be determined by the directors, except that such annual directors' meeting shall be held as soon as practicable following the annual Members' meeting. If held at any time other than immediately following the annual Members' meeting, there shall be 3 days notice given by the President personally or by mail, telephone or telegraph, which notice shall state the time and place of the meeting.

Section 8. **Meeting to Determine Assessments.** An Assessment may not be levied at a Board meeting unless a written notice of the meeting is provided to all Members of Record at least 14 days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered, or electronically transmitted to the Homeowners and posted conspicuously on the Common Property or broadcast on closed-circuit cable television not less than 14 days before the meeting.

Section 9. **Meeting to Determine Rules and Regulations.** Written notice of any meeting at which rules that regulate the use of dwellings in the Master Association may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted to the Homeowners, and posted conspicuously on the Common Property or broadcast on closed-circuit cable television, not less than 14 days before the meeting. A written notice concerning changes to the rules that regulate the use of Homes in the Master Association must include a statement that changes to the rules regarding the use of Homes will be considered at the meeting.

Section 10. **Special Meetings.** Special meetings of the directors may be called by the president and must be called by the secretary at the written request of 2/3 of the directors. Not less than 3 days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 11. **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance at a meeting shall constitute a waiver of notice.

Section 12. **Quorum and Voting.** A quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of directors shall constitute the acts of the Board except when approval by a greater number of directors is required by the Declaration, the Articles of Incorporation, these By-Laws, or the laws of the State of Florida.

Section 13. **Adjourned Meetings.** If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. **Joinder in Meeting by Approval of Minutes.** The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

Section 15. **Petition by Members to Board to Address an Item of Business.** If twenty (20) percent of the total voting interests in the Master Association petition the Board to address an item of business, the Board shall, at its next regular Board meeting or at a special meeting, but not later than 60 days after the receipt of the petition, consider the petitioned item. Written notice of the meeting shall be provided to all Members of Record at least 14 days before the meeting. Such notice shall include an agenda of items to be considered. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

Section 16. **Presiding Officer and Secretary for Meetings.** The presiding officer of the directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The secretary of the Master Association shall be the secretary for meetings of the directors, unless absent, in which case the directors shall designate one of their members to act as secretary for the meeting.

Section 17. **Compensation.** No director shall receive compensation for any service he may render to the Master Association as director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, and this provision shall not preclude a person who is also a director to receive compensation in exchange for other services rendered to or on behalf of the Master Association in a capacity other than director.

Section 18. **Committees.** The Board may from time to time appoint such committees and delegate such duties and powers thereto as it may deem advisable.

Section 19. **Attendance by Telephone.** Any member or members of the Board shall be deemed present and voting at a meeting of such Board if said member or members participate in the meeting by means of a conference telephone or similar communications equipment or device enabling all persons participating in the meeting to hear each other.

Section 20. **Action Without Meeting.** Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent to the action signed by all the members of the Board is filed with the minutes of the proceedings of the Board.

Section 21. **Powers.** The Board shall have the powers set forth in the Declaration and the Florida Not-For-Profit Corporation Act, including but not limited to the power to:

(a) adopt and promulgate rules and regulations governing the Community or contemplated by the Declaration, and to establish penalties for the infraction thereof (a rule shall be deemed promulgated when a copy thereof is furnished to each Member in person or mailed to each such Member at the address on the records of the Master Association);

(b) suspend the voting rights and other rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Master Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of promulgated rules and regulations;

(c) exercise for the Master Association all powers, duties and authority vested in or delegated to this Master Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration, including the establishment of the Assessments provided for in the Declaration; and

(d) employ a manager, or such other independent contractors or employees as they deem necessary, and to prescribe their duties.

Section 22. **Duties.** It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present an oral or written statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by 1/4 of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Master Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the Assessments to be levied against the Owners;

(2) exercise the duties of the Board as set forth in the Declaration and enforce the restrictions and covenants contained therein; and

(3) take appropriate and timely action against Members whose Assessments are in default;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) cause all officers or employees having fiscal responsibilities to be bonded, if such bonding may be deemed appropriate; and

(f) perform such other acts as may be required of a board of directors under the Florida Not-For-Profit Corporation Act.

ARTICLE V: Officers

Section 1. **First Officers.** In accordance with the Articles of Incorporation, the first officers of the Master Association named and appointed in such Articles of Incorporation shall serve until their qualified successors are elected by the Board.

Section 2. **Executive Officers.** The executive officers of the Master Association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer-secretary and other officers as shall be elected by the Board. Except as provided in Section 1 of this Article, such officers shall

be elected annually by the Board. Officers need not be Unit or Parcel owners and the officers and employees of Declarant may be officers of the Master Association. The Board from time to time may elect such assistant or other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Master Association. Each officer shall serve until a qualified successor is elected by the Board. The Board, by a 2/3 affirmative vote, from time to time may remove an officer with or without cause and fill such vacancy so created.

Section 3. **President.** The president shall be the chief executive officer of the Master Association. He shall have all of the powers and duties that are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint committees from among the Members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Master Association.

Section 4. **Vice-President.** The vice-president, in the absence or disability of the president, shall exercise the powers and perform the duties of the president. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

Section 5. **Secretary.** The secretary shall keep the minutes of all proceedings of the directors and Members. He shall attend to the giving and serving of all notices to the Members and directors and others that are required by law. He shall have custody of the seal of the Master Association and affix it to any instruments requiring a seal when duly signed. He shall keep the records of the Master Association including the membership book, except those of the treasurer unless the secretary is also the treasurer of the Master Association. The secretary shall perform all other duties incident to the office of secretary of a corporation and as may be required by the Board of Directors or the President. Any assistant secretary elected shall perform the duties of the secretary when the secretary is absent.

Section 6. **Treasurer.** The treasurer shall have custody of all property of the Master Association including funds, securities and evidences of indebtedness. He shall keep the books of the Master Association in accordance with good accounting practices, and he shall perform all other duties usually incident to the office of treasurer.

Section 7. **Compensation.** No officer shall receive any compensation by reason of his office; provided, however, that nothing herein shall preclude the Board from employing an officer as an employee of the Master Association or preclude the contracting with an officer for management services.

ARTICLE VI: Fiscal Management

Section 1. **Depositories.** All funds of the Master Association shall be deposited in the name of the Corporation in such bank, banks or other financial institutions as the Board may from time to time designate, and shall be drawn out on checks, drafts or other orders signed on behalf of the Master Association by such person or persons as the Board may from time to time designate.

Section 2. **Contracts, Etc.** Except as otherwise specifically provided by these By-Laws, all contracts, agreements, deeds, bonds, mortgages and other obligations and the instruments shall be signed on behalf of the Master Association by the president or by such other officer, officers, agent or agents as the Board may from time to time by resolution provide.

Section 3. **Budget.** The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Master Association expenses and to provide and maintain funds for the appropriate accounts according to good accounting practices. Such budget shall be adopted prior to, and a copy shall be distributed at, the annual Members' meeting next preceding the fiscal year for which the budget shall apply.

Section 4. **Assessments.** As more fully provided in the Declaration, each Member is obligated to pay to the Master Association certain Assessments which are secured by a continuing lien upon the property against which the particular Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 15% per annum, or such other rate as may be, from time to time, established by the Board; provided, however, that such rate shall not exceed the maximum rate allowed by the law not constituting usury. The Master Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the particular Unit or Parcel, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein.

Section 5. **Initial Assessments.** The Board shall adopt the initial Assessments as provided for in Exhibit F to the Declaration. The initial levels of the Assessments contained in such Exhibit F shall remain in effect until changed by action of the Board. The adoption of these By-Laws is action of the Board to fix and establish the initial Assessments as contained in such Exhibit F.

Section 6. **Special Assessments; Specific Assessments.** As contemplated by the Declaration, special assessments may be adopted by the Master Association to meet expenses which exceed the budget adopted by the Board of Directors. Such special assessments shall be adopted and levied upon approval of a majority of the votes cast by the Members present at a special meeting called for that purpose. The Master Association shall impose Specific Assessments in accordance with the Declaration.

Section 7. **Financial Report.** The Treasurer of the Master Association shall report the financial status of the Master Association to the Members 60 days following the end of the fiscal year in accordance with the financial reporting requirements of the Act.

Section 8. **Fines.** The Master Association shall have the power to suspend, for a reasonable period of time, the rights of an Member and/or such Member's tenants, guests or invitees to use the Common Property, and to levy reasonable fines against same not to exceed the greater of \$100.00 per violation or the maximum amount allowed under applicable law for activities which violate the provisions of the Declaration, these By-Laws or any rules and regulations duly promulgated by the Master Association. No fine or suspension may be imposed except upon 14 days prior written notice to the person sought to be suspended or fined, and such person having an opportunity for a hearing before a committee of at least 3 Members of the Master Association. Such committee shall be appointed by the Board and shall not be composed of any officers, directors or employees of the Master Association, nor any spouse, parent, child, brother or sister of any officer, director or employee. No fine or suspension may be imposed except upon majority approval of such committee. Suspension of rights to use the Common Property shall not include any right to restrict vehicles' and pedestrians' ingress and egress to and from such offending person's Unit or Parcel. The voting rights of a Member may not be suspended by the Master Association. Notwithstanding the foregoing, fines and suspensions can be otherwise imposed by the Master Association for failure to pay Assessments as imposed under the Declaration.

ARTICLE VII: Amendments

These By-Laws may be altered, amended, or rescinded by the affirmative vote of 2/3 of the Board, and after notice to the Members, by a majority of the total Class A voting interests in the Master Association, and the majority vote of the Class B Members, such votes having been cast at a regular or special meeting of the Association membership. Notwithstanding the foregoing, (a) no amendment to the By-Laws shall be valid which affects any of the rights and privileges provided to the Declarant without the written consent of the Declarant as long as Declarant shall own any Units or Parcels in the Community, and (b) no amendment which will affect any aspect of the surface water management system located on the

Property shall be effective without the prior written approval of the Northwest Florida Water Management District.

ARTICLE VIII: Miscellaneous

Section 1. The fiscal year of the Master Association shall be the calendar year.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 3. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.