

**DECLARATION OF COVENANTS
FOR
HERITAGE OAK PARK**

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DECLARATION OF COVENANTS
FOR
HERITAGE OAK PARK

THIS DECLARATION OF COVENANTS is made this 17th day of April 2007 by HERITAGE OAK PARK COMMUNITY ASSOCIATION, a Florida not-for-profit corporation ("Association").

RECITALS:

Heritage Oak Park ("Community") is a community developed within Charlotte County, Florida.

Heritage Oak Park Community Development District ("District") is the owner of all that real property comprising the Community.

This Declaration intends to impose upon such lands mutually beneficial restrictions under a general plan of improvement for the benefit of all owners thereof and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such lands.

ARTICLE 1 - DEFINITIONS

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall have the following meanings:

1.1 "Additional Property"

Delete

1.2 "Administrative Fee"

Shall have the meaning set forth in Article 6.8.

1.3 "Architectural Committee"

Shall mean the committee constituted and empowered pursuant to Article 12 to control and regulate all Construction Work.

1.4 "Architectural Criteria"

Shall mean such restrictions and regulations as may be adopted from time to time by the Architectural Committee with respect to Construction Work affecting the Community or any portion thereof.

1.5 "Articles of Incorporation"

Shall mean the Articles of Incorporation of the Association.

1.6 "Assessable Parcel"

Shall mean a Parcel to which one or more Assessment Shares have been allocated pursuant to Article 9.2.

1.7 "Assessments"

Shall mean assessments levied by the Board against the Parcels in accordance with the provisions of Article 9 for the payment of Association Expenses.

1.8 "Assessment Share"

Shall have the meaning set forth in Article 9.2.A.

1.9 "Association"

Shall mean Heritage Oak Park Community Association, Inc., a Florida corporation not for profit

1.10 "Association Expenses"

Shall mean all expenses incurred by the Association in the performance of its obligations or the exercise of its powers pursuant to this Declaration, any Supplemental Declaration, the Articles of Incorporation, or the Bylaws.

1.11 "Attorney's Fees"

Shall mean all reasonable attorney's fees incurred in connection with a matter, including fees for trial and appellate proceedings and fees for services not involving litigation.

1.12 "Board"

Shall mean the Board of Directors of the Association.

1.13 "Bylaws"

Shall mean the Bylaws of the Association.

1.14 "Common Areas"

Deleted

1.15 "Community"

Shall mean the Initial Property, together with such Additional Property as hereafter may be made subject to this Declaration by the terms of any Supplemental Declaration.

1.16 "Association Assessment"

Shall mean an Assessment levied by the Board against an Assessable Parcel in accordance with the provisions of Article 9 for the payment of a portion of the Community Expenses.

1.17 "Community Capital Contribution"

Deleted

1.18 "Community Common Areas"

Deleted

1.19 "Community Development District"

Shall mean Heritage Oak Park Community Development District created per Chapter 190, Florida Statutes. This may sometimes be referred to as "District." Property owned or managed by the District may be referred to as "District Property" or District Facilities.

1.20 "Community Expenses"

Deleted

1.21 "Community Roads"

Shall mean all nonpublic roads within the Community that are available for the common use and benefit of all Owners. Community Roads shall be identified as such on plats and recorded in the Public Records.

1.22 "Community Standards"

Shall mean the minimum standards of conduct, maintenance, or other activity applicable to the Community and the Owners that are established from time to time by the Board.

1.23 "Community Systems"

Shall mean all lines, conduits, mains, wires, amplifiers, towers, antennae, materials, equipment, apparatus, installations, and fixtures, or any grant of easement within the community by which any of the community system services are furnished to any of the parcels.

1.24 "Community System Services"

Shall mean water, sewer, gas, cable television, telecommunications, security, and other similar services (including those based on, containing, or serving future technological advances).

1.25 "Construction work"

Shall mean any installation, construction, restoration, replacement, alteration, addition, or demolition of Improvements on a Parcel or on the Common Areas.

1.26 "Declarant"

Shall mean Associates, any successor or legal representative of Associates, or any Person to whom all rights of Associates under this Declaration are hereafter assigned pursuant to written instrument duly recorded in the Public Records.

1.27 "District"

Shall mean the Heritage Oak Park Community Development District, as discussed in Article 2.5.

1.28 "Final Development Date"

Deleted

1.29 "Fine"

Shall mean an amount assessed by the Board against an Owner in accordance with the provisions of Article 17.3.

1.30 "Improvements"

Shall mean all buildings, driveways, parking areas, walks, walls, fences, signs, structures, utility installations, site paving, grading, screen enclosures, pools, tennis courts, game structures, mailboxes, mechanical equipment, solar energy devices, antennae, satellite dishes, water and sewer lines, drains, wells, irrigation systems, landscaping, landscape devices and objects, exterior sculptures and fountains, and other improvements of any kind, together with any subsequent alterations, additions, or replacements.

1.31 "Individual Parcel Assessment"

Shall mean an assessment levied by the Board against a Parcel in accordance with the provisions of Article 9 for the payment of Individual Parcel Expenses attributable to such Parcel.

1.32 "Individual Parcel Expenses"

Shall have the meaning set forth in Article 7.5.

1.33 "Initial Property"

Deleted

1.34 "Institutional Mortgagee"

Shall mean a savings and loan association, bank, credit union, mortgage banker, mortgage broker, insurance company, pension fund having assets in excess of \$25 million, agency of any state government, or agency of the United States Government (including the Federal National Mortgage

Association and Federal Home Loan Mortgage Corporation), and its subsidiaries, affiliates, successors, and assigns, holding a first mortgage lien upon any Parcel.

1.35 "Majority Owners"

Deleted

1.36 "Neighborhood"

Shall mean any portion of the Community identified as such in a Supplemental Declaration.

1.37 "Neighborhood Assessment"

Shall mean an assessment levied by the Board against an Assessable Parcel in accordance with the provisions of Article 9 for the payment of a portion of the Neighborhood Expenses applicable to the Neighborhood in which such Assessable Parcel is located.

1.38 "Neighborhood Association"

Shall mean an incorporated association responsible for the management and maintenance of Neighborhood Common Areas pursuant to a Supplemental Declaration establishing the Neighborhood.

1.39 "Neighborhood Capital Contribution"

Deleted

1.40 "Neighborhood Committee"

Shall have the meaning set forth in Article 3.3.

1.41 "Neighborhood Common Areas"

Shall mean all real and personal property (or interest therein) that is designated as such in any Supplemental Declaration for the common use and benefit of one or more Neighborhoods and their respective Neighborhood Owners.

1.42 "Neighborhood Developer"

Deleted

1.43 "Neighborhood District"

Deleted

1.44 "Neighborhood Expenses"

Shall have the meaning set forth in Article 7.3.

1.45 "Neighborhood Owners"

Shall mean the Owners of Parcels in a Neighborhood.

1.46 "Neighborhood Roads"

Shall mean all nonpublic roads within a Neighborhood that are available for the common use and benefit of the Neighborhood Owners and, if and to the extent the Supplemental Declaration applicable to the Neighborhood so provides, the Owners of Parcels in one or more other Neighborhoods. Neighborhood Roads shall be identified as such in plats or other instruments executed by Declarant or a Neighborhood Developer and recorded in the Public Records; provided that if any portion of a Neighborhood is submitted to condominium ownership, all roads that are part of the condominium common elements shall be deemed Neighborhood Roads whether or not designated as such in the declaration of condominium or condominium plat.

1.47 "Owner"

Shall mean the record owner, whether one or more Persons, of the fee simple title to a Parcel.

1.48 "Parcel"

Shall mean any parcel of real property (including all appurtenances thereto) that is located within the Community, that is not part of the Common Areas, and that is: (a) a platted subdivision lot or tract; (b) a condominium unit; or (c) an unplatted tract of land.

1.49 "Parcel Improvements"

Shall mean all Improvements located on a Parcel.

1.50 "Person"

Shall mean a natural person, corporation, partnership, trustee, or other legal entity.

1.51 "Plans"

Shall have the meaning set forth in Article 12.1.

1.52 "Properties"

Shall mean the Initial Property and the Additional Property (as applicable).

1.53 "Public Records"

Shall mean the Public Records of Charlotte County, Florida.

1.54 "Recreational Facilities"

Shall mean the clubhouse, swimming pool and any other recreational facilities located upon the District Property.

1.55 "Residential Use"

Shall mean the use of any building or portion thereof as a home, dwelling or lodging for non-transient Persons.

1.56 "Rules and Regulations"

Shall mean the rules and regulations of the Association adopted by the Board from time to time pursuant to the Covenants, Articles of Incorporation and Bylaws.

1.57 "Special Assessment"

Shall mean an assessment levied by the Board against a Parcel in accordance with the provisions of Article 9 as a supplement to a Community Assessment for the payment of a portion of the Community Expenses or as a supplement to a Neighborhood Assessment for the payment of a portion of the Neighborhood Expenses applicable to the Neighborhood (if any) in which such Parcel is located.

1.58 "Supplemental Declaration"

Shall mean any instrument identified as such and recorded in the Public Records, pursuant to which any Additional Property is made subject to this Declaration or any portion of the Properties is identified as a Neighborhood, as such instrument may be amended from time to time.

1.59 "Surfacewater Management System"

Shall mean the waters of all lakes, ponds, swales, culverts, inlets, and outfalls used in connection with the retention, drainage, and control of surface waters within the Community, together with all drainage control devices and apparatus used in connection therewith and all easements therefore as may exist by virtue of this Declaration or other recorded instrument or plat.

1.60 "Turnover"

Shall mean the date on which the "turnover" meeting described in Article 6.2 of the Articles of Incorporation occurs.

1.61 "Unimproved Parcel"

Deleted

1.62 "Voting Member"

Shall have the meaning set forth in Article 4.4.

ARTICLE 2 - THE COMMUNITY

2.1 Description

The Community includes both Neighborhoods, which have been established pursuant to Article 3, District Property, and Neighborhood Common Areas, which will be managed and maintained by the Association, the District or Neighborhood Association pursuant to Article 5. Each Owner will be a member of the Association pursuant to Article 4. Each Parcel will be subject to Assessments by the Association and the District pursuant to Article 9.

2.2 Initial Property Within the Community

Deleted

2.3 Expansion of the Community

Deleted

2.4 Withdrawal of Property from the Community

Deleted

2.5 District

There has been established a Community Development District under Chapter 190, Florida Statutes, which owns and manages certain property within the Community, including certain roadways, recreation areas and facilities, stormwater drainage areas, entry areas, open space or other portions of the Community. Owners within the Community will be subject to assessment by the District.

2.6 Condominiums

Deleted

ARTICLE 3 - NEIGHBORHOODS

3.1 Establishment

Every Parcel intended for, or restricted to, Residential Use shall be located within a Neighborhood. The establishment, size, location, and boundaries of a Neighborhood shall be set forth in the Supplemental

Declaration by which the Neighborhood is identified.

3.2 Neighborhood Organization

Every Neighborhood Owner shall be a member of the Association. In addition, the Supplemental Declaration establishing a Neighborhood may require the Neighborhood Owners to be members of a Neighborhood Association. No Neighborhood Association shall be created or operated, however, except pursuant to a Supplemental Declaration or as otherwise may be required by law. If a Neighborhood Association is established for a Neighborhood: the functions and organization of, and Neighborhood Owner participation in, the Neighborhood Association shall be as prescribed in the Supplemental Declaration establishing the Neighborhood or as otherwise required by law. Each Neighborhood Association, through its president, shall represent the interests of the Neighborhood Owners in matters involving the Association, as set forth in Article 4.4. In any Neighborhood that does not have a Neighborhood Association, matters of interest common to the Neighborhood shall be administered by the Association to the extent set forth in this Declaration and the Supplemental Declaration establishing the Neighborhood.

3.3 Neighborhood Committee

In each Neighborhood that does not have a Neighborhood Association, the Neighborhood Owners shall elect a committee (the "Neighborhood Committee" to advise the Board on matters affecting the interests of the Neighborhood Owners. Each Neighborhood Committee shall consist initially of three members. The number of members on a Neighborhood Committee may be increased to seven at any time by the terms of the Supplemental Declaration applicable to the Neighborhood or by vote of Neighborhood Owners owning a majority of the Parcels within the Neighborhood. All members of a Neighborhood Committee shall be elected by the Neighborhood Owners at an annual meeting of the Neighborhood Owners. All elections of members of a Neighborhood Committee shall be by plurality vote. All Neighborhood Committee members shall serve for terms of one year. Any vacancy occurring on a Neighborhood Committee due to a member's death or resignation shall be filled by majority vote of the remaining members of the Neighborhood Committee. If at any time it should occur that a Neighborhood fails to duly elect and qualify a Neighborhood Committee, then the Board shall appoint the Committee from among the Owners in the Neighborhood. Each Neighborhood Committee shall elect a chairman from among its members. The chairman shall preside at meetings of the Neighborhood Committee and Neighborhood Owners. The chairman shall be responsible for transmitting communications to the Board and shall have such other duties as may be assigned to him by this Declaration or the Supplemental Declaration applicable to the Neighborhood.

3.4 Neighborhood Committee Responsibilities

Each Neighborhood Committee shall have the following responsibilities:

- A. Advise the Board each year on the proposed budget for Neighborhood Expenses;
- B. Recommend to the Board, to the extent deemed appropriate by the Neighborhood Committee, additional services or changes in levels of service provided by the Association to the Neighborhood;
- C. Review and make recommendations on applications referred to it by the Architectural Committee;
- D. Advise the Board, upon request, as to the consensus of Neighborhood Owners on Association matters; and
- E. Perform such other duties as may be assigned by the Board.

3.5 Meetings of Neighborhood Owners

In each Neighborhood that does not have a Neighborhood Association, a meeting of the Neighborhood Owners shall be governed by the provisions of this Article 3.5. An annual meeting of Neighborhood Owners shall be held each year. Subsequent annual meetings of the Neighborhood Owners shall be held at such time and place as is established by the Board. Special meetings of Neighborhood Owners may be called at any time by the Board. The Board shall call a special meeting of Neighborhood Owners upon the unanimous written request of the Neighborhood Committee.

3.6 Voting Rights at Meetings of Neighborhood Owners

In each Neighborhood that does not have a Neighborhood Association, the voting rights of the Neighborhood Owners shall be governed by the provisions of this Article 3.6. At all meetings of Neighborhood Owners, each Neighborhood Owner shall have one vote for each Assessment Share allocated to such Neighborhood Owner's Parcel; provided, however, that in the event of multiple ownership of any Parcel, the multiple owners together, and not individually, shall be entitled to the vote attributable to the Parcel. Neighborhood Owners holding at least one-third of the total votes of Parcels in the Neighborhood, represented in person or by proxy, shall constitute a quorum at any meeting of the Neighborhood Owners. Except as otherwise provided by this Declaration, the affirmative vote of Neighborhood Owners holding a majority of the total votes represented at any duly called meeting of Neighborhood Owners at which a quorum is present shall be necessary for approval of any matter brought before the meeting.

3.7 Notices

Written notice of any meeting of Neighborhood Owners held pursuant to article 3.5 shall be given by the association not less than 14 days prior to the date set for such meeting. Any such notice shall be given in the manner set forth in Article 21.2.

3.8 Changes in Neighborhood Boundaries

No change in the boundaries of a Neighborhood shall be made except: (a) in the manner set forth in the Supplemental Declaration initially establishing the Neighborhood; or (b) upon the consent the Association and Neighborhood Owners owning at least 75 percent of the Parcels in each Neighborhood affected by such change, which consent shall be evidenced by the filing in the Public Records of an amendment executed by the Association containing the Association's certification that the requisite consent of Neighborhood Owners was obtained.

ARTICLE 4 - THE ASSOCIATION

4.1 Purposes

The general purposes of the Association are to implement and enforce the provisions of this Declaration and any Supplemental Declaration wherever applicable and appropriate; and to promote the health, safety, and social welfare of the Owners. In the furtherance of such purposes, the association through the Board, shall have the power and duty to levy assessments and to enforce collection thereof in the manner provided in articles 9 and 10. The Association shall also have such powers and duties as may be prescribed by the terms hereof or its Articles of Incorporation and Bylaws.

4.2 Membership

All Owners shall automatically be members of the Association. Membership of an Owner shall terminate as the Owner's vested interest in the fee title to a Parcel terminates and thereafter shall pass to such Owners successors in title as an appurtenance to such Parcel.

4.3 Voting

Each member shall be entitled to one vote for each assessable Parcel owned by such member.

A. Deleted.

B. Deleted.

C. Deleted

4.4 Voting Members

All Neighborhood Owners shall be represented in all matters concerning the Association, except election of the Board of Directors, by a representative (the "Voting Member") of their Neighborhood. If a Neighborhood Association has been established for a Neighborhood, the Voting Member for such Neighborhood shall be the president of the Neighborhood Association. For each other Neighborhood, the Voting Member shall be the chairman of the Neighborhood Committee. Each Neighborhood's Voting Member shall be entitled to cast all votes of such Neighborhood's members and shall have authority to represent such members in meetings of the Association membership. All votes cast by a Neighborhood's Voting Member shall conclusively bind such Neighborhood's members. Voting Members may participate in meetings of the Association membership in person or by proxy. Although members shall be represented at meetings of the Association membership by their respective Voting Members, any member shall have the right to attend and observe such meetings.

4.5 Neighborhood District

Deleted

ARTICLE 5 – DISTRICT PROPERTY OR FACILITIES AND NEIGHBORHOOD COMMON AREAS

5.1 General

The District Property or Facilities are comprised of property intended for the common use and benefit of all owners.

The Neighborhood Common Areas are comprised of property intended for the common use and benefit of one or more neighborhoods and their respective neighborhood owners.

5.2 District Property and Facilities

The District Property or Facilities may include, by way of illustration and not as a limitation, the Community roads, surfaceswater management system, pedestrian sidewalks, walkways; bicycle paths; street and pathway lighting, utility and amenity areas intended for the use and benefit of all owners, water, sewer, well, irrigation, and wastewater treatment lines, facilities, apparatus, equipment, systems,

security gates and guard houses; and other Improvements.

5.3 Neighborhood Common Areas

Neighborhood Common Areas shall be identified exclusively in the respective Supplemental Declarations applicable to the Neighborhoods. Neighborhood Common Areas are intended to include all property for the common use and benefit of one or more Neighborhoods and their respective Neighborhood Owners. By way of illustration and not as a limitation, Neighborhood Common Areas may include, to the extent set forth in the applicable Supplemental Declaration, the following: Neighborhood Roads; parking areas; driveways and pedestrian walkways; common open space and landscaped areas. If any Neighborhood is submitted to condominium ownership, the common elements of the condominium shall be deemed part of the Neighborhood Common Areas of such Neighborhood.

5.4 Ownership of Common Areas

Deleted

5.5 Enjoyment of District Property and Facilities

Every Owner shall have the nonexclusive right to use and enjoy the District Property or Facilities, subject to this Declaration, the Rules and Regulations. An Owner may delegate such right to the members of his family, lessees, and social invitees, as applicable. An Owner who leases his Parcel shall be deemed to have delegated such right to the Parcel's lessee during the term of the lease.

No Person shall do any of the following on any part of the District Property or Facilities: operate motorcycles for any purpose other than as a means of transportation on the Community Roads; boat, fish, or swim other than in designated lakes or ponds; permit the running of animals; light any fires except in designated picnic areas; fell any trees or injure any landscaping; hunt, or carry or discharge firearms or other weapons; interfere with any drainage, utility, or access easement; discharge any liquid or material, other than natural drainage, into any lake, pond, or watercourse; alter or obstruct any lakes, ponds, or watercourses; or interfere with any water control structures or apparatus. The designation of areas in which certain of the foregoing activities may occur shall be made by the Association, in its discretion, provided that any such designation may be subsequently revoked or changed by the Association.

A. The Association shall have the right to use suitable portions (if any) of the District Property or Facilities for performances, exhibitions, and other presentations of interest to the Owners and others and to charge admission therefore.

B. No portion of the District Property utilized as common open space shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Charlotte County Planning and Development Director.

5.6 Usage of Community Roads

Usage of the Community Roads shall be subject to the following provisions:

A. A nonexclusive and perpetual right of ingress and egress over and across all Community Roads (and across all sidewalks, walkways, and paths within or adjacent thereto) is hereby granted to all Owners and their respective guests, invitees, tenants, and domestic help; holders of liens on any Parcel; and the following Persons while in pursuit of their duties: (1) representatives of utilities, delivery,

pickup, and sanitation services; (2) United States mail carriers; (3) representatives of fire, police, and sheriffs departments and other necessary municipal, county, special district, state, and Federal agencies; and (4) health, pollution control, and emergency service personnel.

B. The District hereby delegates the nonexclusive right to exercise control of traffic on all Community Roads to duly constituted law enforcement officers, and, subject thereto. The District shall have the right, but not the obligation, to control and regulate all types of traffic on the Community Roads, including the right to control vehicular access to the Community Roads, the right to prohibit their use by traffic which, in the opinion of the District, could result in damage to the community Roads or any part thereof and the right to control, authorize and prohibit parking on all or any part of the Community Road. The District further reserves the right to deny access to the Community Roads to any Person other than those Persons referred to in Article 5.7; and the right to remove or require the removal of any fence, wall, hedge, shrub, tree, or other object, natural or artificial, placed or located on any Parcel if its location will, in the sole opinion of the District, unreasonably obstruct the vision of a motorist upon the Community Roads.

C. In the event and to the extent that any portion of the Community Roads shall be dedicated to or otherwise acquired by any governmental agency on behalf of the public, the provisions of Article 5.7.b shall no longer apply to such portion.

5.7 Usage of Neighborhood Roads

A nonexclusive and perpetual right of ingress and egress over and across all Neighborhood Roads (and any adjoining sidewalks and walkways) in a Neighborhood is hereby granted to the Neighborhood Owners. If the Supplemental Declaration for the Neighborhood so provides, a similar right of ingress and egress over and across the Neighborhood's Neighborhood Roads (and adjoining sidewalks and walkways) may be granted to the Owners of Parcels in one or more other Neighborhoods. Any such right of ingress and egress in favor of any Owner shall also extend to such Owner's guests, invitees, tenants, and domestic help; holders of liens on any Parcel; and the following Persons while in pursuit of their duties: (a) representatives of utilities, delivery, pickup, and sanitation services servicing the Owner's Neighborhood; (b) United States mail carriers; (c) representatives of fire, police, and sheriffs departments and other necessary municipal, county, special district, state, and Federal agencies; and (d) health, pollution control, and emergency service personnel.

5.8 Dedication to Public

Notwithstanding anything in this Declaration or the Articles of Incorporation to the contrary, the District shall not sell or otherwise convey any portion of the District Property of the community that is utilized as common open space to any person other than an organization conceived and organized to own and maintain such portion, without first offering to dedicate such portion to Charlotte County or other appropriate governmental agency.

ARTICLE 6 – MAINTENANCE

6.1 General

The responsibility for maintenance of the Community shall be divided among the District, Association, Neighborhood Associations, and the Owners in the manner set forth in this Article 6.

6.2 Maintenance of District Property and Facilities

The District shall maintain and keep in good repair all portions of the District Property and Facilities, which maintenance and repairs shall include, by way of illustration and not as a limitation: maintenance of all lakes, ponds, swales, and other watercourses, and related drainage facilities and apparatus, that are part of the Surfacewater Management System; maintenance of all Community Roads and all landscaping and other Improvements; and insect, pest, and aquatic control to the extent necessary or desirable, in the judgment of the District, to supplement the service provided or required by Federal, state, and local governments.

A. The Association shall have a perpetual right and easement on, over, and under the Parcels (exclusive of the interior of Parcel Improvements) to dispense pesticides and to take such other action as the Association may deem necessary or desirable to control insects and vermin within the Community. The authorization to provide pest services shall not be construed as an obligation on the part of the Association to provide such services.

B. In the event the District, or any successor organization, shall fail to maintain the District Property or Facilities in reasonable order and condition, Charlotte County shall have the right, but not the obligation, to enter the Community for the purpose of maintaining the District Property or Facilities. All expenses incurred by Charlotte County in maintaining these areas shall be assessed pro rata against the Assessable Parcels and shall be payable by the Owners of such Parcels within 60 days after receipt of a statement therefore. If any Owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such Owner's Parcel. The rights of Charlotte County contained in this Article 6.2.B shall be in addition to any other rights Charlotte County may have in regulating the operation of the Community, but shall also be subject to any applicable judicial or legislative restrictions.

6.3 Maintenance of Neighborhood Common Areas

The Neighborhood Common Areas of each Neighborhood shall be maintained by the Association or the Neighborhood Association. The cost of maintaining the Neighborhood Common Areas shall be paid through assessments levied by the Association or the Neighborhood Association against Parcels in the Neighborhood in accordance with the provisions of the Supplemental Declaration applicable to the Neighborhood.

6.4 Maintenance of Parcels and Certain Adjoining Areas

Except as otherwise provided by the terms of any applicable Supplemental Declaration:

A. Each Owner shall be responsible for the maintenance of his Parcel Improvements, which responsibility shall include safeguarding the Parcel Improvements in the event of hurricane or tropical storm watches and warnings by, among other things, placing indoors any unfixed items on balconies or lanais and repairing the Parcel Improvements in the event of any damage there from. Each Parcel Owner shall cooperate with the Association in granting it, its agents, employees, or other such Persons as may be authorized by the Board, timely access to his Parcel or Parcel Improvement which might be required to remedy any insect or pest infestation of the Parcel or Parcel Improvement, and for any reason necessary to adequately maintain or repair the Parcel or Parcel Improvement.

B. Deleted

C. Deleted

D. Owners of Parcels fronting on any Community Road or Neighborhood Road shall maintain the driveways serving their respective Parcels.

E. Deleted

F. Deleted

G. Deleted

All maintenance required by this Article 6.4 shall be performed in a manner consistent with the Community Standards and all applicable restrictions. If any Owner fails to perform his maintenance responsibilities, the Association shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the Association has first, in any situation not involving an emergency, by written notice to the Owner, afforded the Owner a period of 30 days within which to correct the failure. If the Association exercises its right to perform an Owner's maintenance responsibilities, agents and employees of the Association, together with such other Persons as may be authorized by the Board, shall have the right to enter upon the Owner's Parcel to perform such maintenance, all without liability or responsibility, criminal or civil, for trespass or any other action. All costs incurred by the Association in performing an Owner's maintenance responsibilities, together with the Administrative Fee, shall be included in the Individual Parcel Expenses pursuant to Article 7.5 and shall be assessed against the Owner's Parcel as an Individual Parcel Assessment in accordance with Article 9.8. Maintenance responsibilities performed by the Association pursuant to this Article 6.4 shall not be construed as maintenance responsibilities assumed by the Association by agreement with the Owner pursuant to Article 6.6.A.

6.5 Unimproved Parcels

Deleted

6.6 Additional Association Maintenance

The Association may maintain other property, which it does not own in accordance with the following provisions:

A. Any of the maintenance obligations imposed upon Neighborhood Owners pursuant to Article 6.4 may be delegated to the Association by the terms of a Supplemental Declaration. If any such maintenance obligations are delegated to the Association, the Supplemental Declaration shall specify whether the cost of performing such maintenance obligations is to be included in the Neighborhood Expenses and paid through Neighborhood Assessments or whether such cost is to be allocated solely to designated Parcels and paid through Individual Parcel Assessments against such Parcels.

B. With respect to property located within a Neighborhood, the Association may assume maintenance responsibilities in addition to those designated by the Supplemental Declaration applicable to such Neighborhood by agreement with the Neighborhood Owners or the Neighborhood Association. The cost of maintenance provided by the Association pursuant to this Article 6.6.B shall be included in the Neighborhood Expenses if the maintenance is for the benefit of all Neighborhood Owners; otherwise, such cost shall be treated as Individual Parcel Expenses and assessed against only those Parcels within the Neighborhood for whose benefit such maintenance is provided.

C. With respect to property dedicated to the public, or other property not located within a Neighborhood, the Association may undertake or assume maintenance responsibilities for any part of such properties by agreement with the owner thereof, if the Board determines that such maintenance is necessary or desirable to maintain the Community Standards. The cost of such maintenance shall be included in the Association Expenses.

6.7 Maintenance by Neighborhood Associations

Any Neighborhood Association having responsibility for maintenance of property within a Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community Standards. Without limiting the generality of the foregoing, each Neighborhood Area shall comply with directives of the Association requiring: (a) specific maintenance, repairs, or aesthetic changes to the Neighborhood Common Areas; or (b) inclusion of specific items in a Neighborhood Association's proposed budget and expenditures for such items in accordance with the budget. In the event that any Neighborhood Association fails to perform its maintenance responsibilities, the Association shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the Association has first, in any situation not involving an emergency, by written notice to the Neighborhood Association, afforded the Neighborhood Association a period of not less than 30 days within which to correct the failure. If the Association exercises its right to perform a Neighborhood Association's maintenance responsibilities, agents and employees of the Association, together with such other Persons as may be authorized by the Board, shall have the right to enter upon the Neighborhood to perform such maintenance, all without liability or responsibility, criminal or civil, for trespass or any other action. All costs incurred by the Association in performing a Neighborhood Association's maintenance responsibilities, together with the Administrative Fee, shall be included pro rata in the Individual Parcel Expenses of each Assessable Parcel located within the Neighborhood pursuant to Article 7.5 and shall be assessed pro rata against such Assessable Parcels as Individual Parcel Assessments in accordance with Article 9.8.

6.8 Administrative Fee

If any Owner or Neighborhood Association fails to perform its maintenance responsibilities hereunder and the Association thereafter performs such responsibilities, then in addition to any other rights which the Association may have with respect to such failure, the Association shall be entitled to charge a reasonable administrative fee for its rendition of services necessary to cure such failure (the "Administrative Fee"). Unless a lower amount is established by the Board, the amount of the Administrative Fee shall equal 10 percent of the cost to the Association for curing such failure.

6.9 Security of the Community

Although the Community may include security gates and guard houses, neither the District nor the Association shall be obligated to furnish or maintain security gates or guard houses within the Community. If security gates or guard houses are furnished, they may be removed and their use suspended or discontinued, at any time by District or the Association. NEITHER THE COMMUNITY DEVELOPMENT DISTRICT NOR THE ASSOCIATION SHALL IN ANY MANNER BE CONSIDERED INSURERS OR GUARANTORS OF ANY PERSON'S SAFETY WITHIN THE COMMUNITY NOR SHALL DISTRICT OR THE ASSOCIATION HAVE ANY LIABILITY TO ANY PERSON FOR ANY INJURY OR LOSS SUSTAINED AS A RESULT OF ANY FAILURE TO PROVIDE SECURITY GATES OR GUARD HOUSES; ANY REMOVAL, OR SUSPENSION OR TERMINATION OF USE, OF ANY SECURITY GATES OR GUARD HOUSES; OR THE ACTIONS OF ANY PERSON ENTERING THE COMMUNITY THROUGH AN AREA MONITORED BY A SECURITY GATE OR GUARD HOUSE WITH OR WITHOUT THE KNOWLEDGE OR PERMISSION OF ANY SECURITY GUARD, REGARDLESS OF THE PROPER OR IMPROPER FUNCTION OF ANY SECURITY GATE OR WHETHER OR NOT THE ENTRANCE OF SUCH PERSON INTO THE COMMUNITY WAS DUE TO THE NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OF ANY SECURITY GUARD OR OTHER PERSON RESPONSIBLE FOR THE MAINTENANCE OR MONITORING OF ANY SECURITY GATE OR GUARD HOUSE.

ARTICLE 7 - ASSOCIATION EXPENSES

7.1 Classification of Expenses

The Association Expenses are classified as follows: (a) Association Expenses, which are defined in Article 7.2; (b) Neighborhood Expenses, which are defined in Article 7.3; and (c) Individual Parcel Expenses, which are defined in Article 7.5.

7.2 Association Expenses

"Association Expenses" shall mean all expenses incurred by the Association in connection with the management and administration of the Community. By way of illustration and not as a limitation, the Association Expenses shall include:

- A. Deleted
- B. All taxes assessed against or payable by the Association in connection with the Community as a whole.
- C. Deleted
- D. Deleted
- E. All premiums for insurance obtained by the Association.
- F. Private police protection, night watchmen, and guard and gate services, if any, provided in the discretion of the Board for the common benefit of the Owners.
- G. Deleted
- H. Deleted
- I. Engineering, architectural, accounting, legal, and other professional and employee services engaged by the Board in connection with the Community.
- J. A reasonable contingency fund for the ensuing fiscal year in such amount, if any, as the Board may deem appropriate.
- K. A reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements, in such amount, if any, as the Board may deem appropriate.
- L. Compensation of officers and directors and reimbursement of actual expenses incurred by officers and directors, if authorized by the Board.
- M. Repayments of loans procured by the Association for any of its authorized purposes in connection with the Community, including interest thereon.
- N. Deleted
- O. All administrative expenses for operating the Association (including salaries, wages, and benefits

paid to employees of the Association), to the extent such expenses are not included in the Neighborhood Expenses.

P. All expenses incurred by the Association that are not Neighborhood Expenses or Individual Parcel Expenses.

Q. All other expenses relating to the Community as a whole deemed necessary or desirable by the Board for accomplishing the purposes, objectives, or responsibilities of the Association.

7.3 Neighborhood Expenses

"Neighborhood Expenses" shall mean all expenses, other than expenses classified as Individual Parcel Expenses, incurred by the Association pursuant to the provisions of this Declaration and the Supplemental Declaration applicable to a Neighborhood in connection with the management, maintenance, and administration of the Neighborhood and the operation, maintenance, improvement, protection, management, and conservation of the Neighborhood Common Areas .

A. By way of illustration and not as a limitation, the Neighborhood Expenses for a Neighborhood shall include:

- 1) All ad valorem taxes assessed against the Neighborhood Common Areas.
- 2) All other taxes assessed against or payable by the Association in connection with the Neighborhood.
- 3) All expenses required for the operation, management, repair, maintenance, improvement, and replacement of the Neighborhood Roads and Neighborhood Common Areas in the Neighborhood.
- 4) All utility charges incurred in connection with the operation of the Neighborhood Common Areas.
- 5) All premiums for insurance obtained by the Association pursuant to Article 8.2.
- 6) Private police protection, night watchman, and guard and gate services, if any, provided in the discretion of the Board exclusively for the Neighborhood
- 7) Deleted
- 8) Engineering, architectural, accounting, legal, and other professional and employee services engaged by the Board in connection with the Neighborhood.
- 9) A reasonable contingency fund for the ensuing fiscal year in such amount, if any, as the Board may deem appropriate.
- 10) A reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements, in such amount, if any, as the Board may deem appropriate.
- 11) Repayments of loans procured by the Association for any of its authorized purposes in connection with the Neighborhood, including interest thereon.
- 12) Any expense identified by the terms of this Declaration or the applicable Supplemental Declaration as part of the Neighborhood Common Expenses for the Neighborhood.

13) That portion, as determined by the Board, of the administrative expenses for operating the Association (including salaries, wages, and benefits paid to employees of the Association) reasonably attributable to the discharge of the Association's responsibilities with respect to the Neighborhood.

14) All other expenses relating exclusively to the Neighborhood deemed necessary or desirable by the Board for accomplishing the purposes, objectives, or responsibilities of the Association with respect to the Neighborhood.

B. If the Supplemental Declaration applicable to a Neighborhood so provides: (1) the Neighborhood Expenses, and the Neighborhood Assessments related thereto, may be comprised of separate categories; (2) the circumstances or conditions for establishing the categories may vary; and (3) the commencement of Neighborhood Assessments, and the frequency of payment of Neighborhood Assessments, related to the categories may vary from category to category.

7.4 District Expenses

Maintenance, repair, management or replacement undertaken by the District, as discussed in Section 2.5, shall not be considered Association or Neighborhood Expenses, but rather would be administered and operated by the District completely distinct from the Association. Property within the Community shall be subject to assessment by the District.

7.5 Individual Parcel Expenses

"Individual Parcel Expenses" shall mean all expenses (together with any applicable Administrative Fee and Attorney's Fees) incurred by the Association with respect to a Parcel pursuant to the provisions of this Declaration and any applicable Supplemental Declaration in connection with any of the following:

A. Deleted

B. The performance by the Association of any of the maintenance responsibilities of the Parcel's Owner pursuant to Article 6.4.

C. The performance by the Association of any of the maintenance obligations of the Parcel's Owner to the extent any Supplemental Declaration applicable to the Parcel specifies pursuant to Article 6.6.A that the cost of such performance is to be included in the Individual Parcel Expenses.

D. The performance by the Association of any of the maintenance responsibilities of the Parcel's Owner pursuant to an agreement between the Association and the Owner in accordance with Article 6.6.B, except to the extent the cost of such performance is included in the Neighborhood Expenses pursuant to Article 6.6.B.

E. The performance by the Association of maintenance responsibilities of any Neighborhood Association of which the Parcel's Owner is a member to the extent provided in Article 6.7.

F. The enforcement by the Association against the Parcel or its Owner of any of the restrictions or other provisions of this Declaration or any Supplemental Declaration applicable to such Parcel pursuant to Article 17, except for judicial actions in which the Parcel's Owner is the prevailing party.

G. The performance by the Association of any of its maintenance responsibilities pertaining to the Community if, in the judgment of the Board, such performance was necessitated by the carelessness, negligence, or intentional act of the Parcel's Owner or the Owner's family, guests, tenants, or invitees.

H. Any other action, service, or matter, the costs of which are specifically included in the Individual Parcel Expenses by the terms of this Declaration or any Supplemental Declaration applicable to the Parcel.

Deleted

7.6 Approval for Expenses

The Association shall not incur, and the Association Expenses shall not include, any expense for the services of any architect, engineer, contractor, or other consultant engaged by the Association to evaluate, or render an opinion on, the condition or quality of, or conformity to any plans and specifications or governmental laws and regulations applicable to, any then existing Improvements located within the Community unless: (a) such Improvements have been damaged by casualty loss; (b) the condition of such Improvements poses a patent, immediate, and substantial threat to the safety of the Owners; or (c) such expense is approved by Voting Members representing at least 75 percent of the Association's Class A membership voting rights, as determined pursuant to Article 4.3.A. Notwithstanding anything contained in this Declaration or the Articles of Incorporation or Bylaws to the contrary, a Voting Member shall not approve any such expense unless authorized to do so by vote of Neighborhood Owners owning at least 75 percent of the Parcels in the Neighborhood represented by the Voting Member. This Article 7.6 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 approve any such expense as provided above.

ARTICLE 8 - INSURANCE AND CASUALTY LOSSES

8.1 Community Common Areas Insurance

Deleted

8.2 Neighborhood Insurance

If, by the terms of the Supplemental Declaration applicable to a Neighborhood, the Association is required to provide casualty insurance for some or all of the insurable Improvements within the Neighborhood, the Association shall obtain blanket all-risk coverage insurance for such Improvements or, if blanket all-risk coverage is not reasonably available in the determination of the Board, then at a minimum insurance covering loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover 100 percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from such hazards. The Supplemental Declaration applicable to the Neighborhood shall specify whether the cost of such insurance is to be included in the Neighborhood Expenses and paid through Neighborhood Assessments or whether such cost is to be allocated to the individual Parcels in the Neighborhood and paid through Individual Parcel Assessments against such Parcels.

8.3 Liability Insurance

The Association shall obtain public liability insurance covering loss to the Association from damage or injury caused by the negligence of the Association or any of its members, employees, or agents, and, if reasonably available (as determined by the Board), directors' and officers' liability insurance. The public liability policy shall have coverage of at least \$1 million for bodily injury or death and \$100,000 for

property damage. The cost of such insurance shall be included in the Community Expenses and paid through Community Assessments levied by the Association pursuant to Article 9.3.

8.4 Policies

Each policy may contain a reasonable deductible (as determined by the Board), and in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. All insurance coverage obtained by the Association shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in Article 8.4.B. Such insurance shall be governed by the following provisions:

A. All policies shall be written with a company authorized to do business in Florida which is reasonably acceptable to Association.

B. All policies obtained by the Association pursuant to Articles 8.1 and 8.3 shall be for the benefit of the Association and its members; all policies obtained by the Association pursuant to Article 8.2 shall be for the benefit of the respective Neighborhood Owners and their mortgagees, as their interests may appear.

C. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board.

D. The insurance carried by the Association shall be primary and shall not be brought into contribution with insurance purchased by Owners or occupants of Parcels.

E. If reasonably available, in the determination of the Board, the insurance policies will provide for the following:

(1) A waiver of subrogation by the insurer as to any claims against the Board, the Owners, and their respective tenants, employees, agents, and guests.

(2) A waiver by the insurer of any right to repair and reconstruct in lieu of a cash settlement.

(3) A statement that any "other insurance" clause excludes individual Owners' policies.

(4) A statement that the Association will be given at least 30 days prior written notice of any cancellation, substantial modification, or nonrenewal.

8.5 Other Association Insurance

In addition to the other insurance required by this Article 8, the Association shall obtain worker's compensation insurance if, and to the extent, required by law and a fidelity bond on directors, officers, employees, and other Persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined by the Board. Bonds shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and shall require at least 30 days prior written notice to the Association of any cancellation, substantial modification, or nonrenewal.

8.6 Damage and Destruction

A. Immediately after damage or destruction by fire or other casualty to Improvements covered by insurance obtained by the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Improvements.

B. Deleted

C. Any damage or destruction to Improvements insured by policies obtained by the Association pursuant to this Article shall be repaired or reconstructed except as otherwise provided by the terms of the Supplemental Declaration applicable to the Neighborhood in which such damage or destruction occurs.

D. In the event it is determined in the manner described above that the damage or destruction is not to be repaired or reconstructed and no alternative Improvements are authorized, then and in that event the affected portion of the Community shall be restored substantially to its natural state and maintained by the Association, or by such other Persons as may be responsible for such maintenance under the terms of this Declaration or applicable Supplemental Declaration, in a manner consistent with the Community Standards.

8.7 Disbursement of Proceeds

Proceeds of Association insurance policies shall be disbursed as follows:

A. If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction. Any proceeds remaining after paying such costs of repair or reconstruction shall be: (1) retained by the Association and applied to the payment of the Association Expenses, if the proceeds are payable on policies obtained by the Association pursuant to Article 8.1; or (2) disbursed in the manner provided in the Supplemental Declaration applicable to the Neighborhood in which the damage or destruction occurred, if the proceeds are payable on policies obtained by the Association pursuant to Article 8.2.

B. If it is determined, as provided in Article 8.6, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be: (1) retained by the Association and applied to the payment of the Association Expenses, if the proceeds are payable on policies obtained by the Association pursuant to Article 8.1; or (2) disbursed in the manner provided in the Supplemental Declaration applicable to the Neighborhood in which the damage or destruction occurred, if the proceeds are payable on policies obtained by the Association pursuant to Article 8.2.

8.8 Owner's Insurance

A. Each Owner shall carry casualty insurance on the insurable portions of his Parcel Improvements unless such Owner's Parcel is located in a Neighborhood and the Association or a Neighborhood Association carries such insurance pursuant to the Supplemental Declaration applicable to the Neighborhood. Unless the Owner's Parcel is located in a Neighborhood and the Supplemental Declaration applicable to the Neighborhood provides otherwise:

(1) In the event of any damage to the Owner's Parcel Improvements, the Owner shall remove all debris within 60 days, complete repair or reconstruction of the damaged Improvements within one year in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 12, and pay any costs of repair or reconstruction that are not covered by insurance proceeds.

(2) Notwithstanding the provisions of Article 8.8.A(1), in the event of damage resulting in destruction of all or substantially all of the Owner's Parcel Improvements, the Owner may decide not to rebuild or not to reconstruct, unless required otherwise in the Neighborhood Declaration. If the Owner wishes not to rebuild and that is allowed by the Neighborhood Declaration, the Owner shall,

within 60 days, clear the Parcel of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. Thereafter the Parcel shall be maintained by the Owner, or by such other Persons as may be responsible for such maintenance under the terms of this Declaration or applicable Supplemental Declaration, in a manner consistent with the Community Standards.

B. All policies of insurance required by the terms of this Article shall name the Association as an additional insured and shall require that the Association be given at least 30 days prior written notice of any cancellation, substantial modification, or nonrenewal. A Supplemental Declaration may contain more stringent requirements regarding the standards for rebuilding or reconstructing Parcel Improvements within a Neighborhood and the standard for returning the Parcels to their natural state in the event the Parcel Improvements are not rebuilt or reconstructed.

ARTICLE 9 - ASSESSMENTS

9.1 Classification of Assessments

There shall be four types of Assessments, to wit:

- (a) Association Assessments, which shall be levied pursuant to Article 9.3 for the payment of Association Expenses;
- (b) Neighborhood Assessments, which shall be levied pursuant to Article 9.5 for the payment of Neighborhood Expenses;
- (c) Special Assessments, which shall be levied pursuant to Article 9.9 to supplement Association Assessments or Neighborhood Assessments; and
- (d) Individual Parcel Assessments, which shall be levied pursuant to Article 9.8 for the payment of Individual Parcel Expenses.

9.2 Assessable Parcels

A. Assessment Shares. A Parcel's share of any Association Assessment or Neighborhood Assessment, and any Special Assessment supplementary thereto, shall be determined by reference to a numerical share (the "Assessment Share") allocated to such Parcel as set forth herein. Assessment Shares are allocated to the Parcels in the following manner:

(1) Deleted

(2) Condominium and Cluster Units. Upon conveyance of title to any condominium or attached subdivision unit intended for, or restricted to, Residential Use, there shall be allocated to such unit one Assessment Share.

(3) Deleted

(4) Subdivision Parcels. In the event any subdivision lot or condominium unit is subdivided between two or more Owners, the Assessment Share attributable to such lot or unit shall be prorated between such Owners on the basis of square footage. The combination of any two or more subdivision lots or condominium units into a single lot or unit shall not vary the number of Assessment Shares initially allocated to such lots or units.

B. Appurtenances. Once Assessment Shares have been allocated to a Parcel, such Assessment Shares shall be an appurtenance to the Parcel and may not be separately conveyed, assigned, or encumbered thereafter except as an appurtenance thereto. Subject to the provisions of Article 9.2.A(4), the

Assessment Shares allocated to a Parcel may not be terminated or decreased for any reason, including, by way of illustration and not as a limitation, the destruction of any improvement, vacation of any plat, or termination of any condominium. The Assessment Shares allocated to a Parcel may be increased, however, by the occurrence of any event that would have resulted in an allocation of Assessment Shares in the first instance.

C. Intent. By virtue of the provisions of this Article 9.2, Assessment Shares will not be allocated to Parcels that are not intended for, or restricted to, Residential Use. This is a reasonable method to provide for the payment of the Association Expenses because the Parcels that are developed for recreational, commercial, and other non-residential uses are primarily intended to benefit the residential Parcels and their Owners.

9.3 Community Assessments

The Association Expenses shall be payable through annual Association Assessments levied by the Board against all Assessable Parcels.

A. In December of each year, or as soon thereafter as practicable, the Board shall establish and adopt a budget for the Association Expenses for the next fiscal year and thereupon levy a Association Assessment against each Assessable Parcel. The budget and Association Assessments shall be in such amount as shall be deemed sufficient in the judgment of the Board to enable the Association to pay the Association Expenses as and when they become due.

B. Deleted

C. In adopting a budget for any fiscal year, the Board shall consider

- 1) The number of Assessment Shares that will have been allocated by January 1 of such fiscal year,
- 2) Deleted
- 3) Deleted
- 4) Deleted
- 5) Other anticipated income, including interest earned on savings and investments.

9.4 Apportionment of Association Assessment

The Association Assessments for each fiscal year shall be apportioned among the Assessable Parcels such that the annual amount of each Assessable Parcel's Association Assessment shall be a sum equal to: (1) the amount of the Association Assessment per Assessment Share for such fiscal year (as established pursuant to Article 9.3), multiplied by (2) the number of Assessment Shares allocated to such Assessable Parcel pursuant to Article 9.2.

9.5 Neighborhood Assessments

Neighborhood Expenses applicable to a Neighborhood shall be payable through annual Neighborhood Assessments levied by the Board against all Assessable Parcels located within the Neighborhood.

A. In December of each year, or as soon as practicable thereafter, the Board shall establish and adopt a budget for the Neighborhood Expenses for the next fiscal year for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during such fiscal year and thereupon levy a Neighborhood Assessment against each Assessable Parcel within the Neighborhood. The Association's obligation to pay Neighborhood Expenses for any Neighborhood, the determination of the items included within the Neighborhood Expenses for any Neighborhood, and the establishment of any categories of Neighborhood Expenses pursuant to Article 7.3.B shall be governed by the terms of the Supplemental Declaration applicable to such Neighborhood, subject to any provision of this Declaration to the contrary. Each budget for Neighborhood Expenses and related Neighborhood Assessments shall

be in such amount as shall be deemed sufficient in the judgment of the Board to enable the Association to pay the Neighborhood Expenses as and when they become due.

B. Deleted

C. In adopting a budget for Neighborhood Expenses applicable to a Neighborhood for any fiscal year, the Board shall consider:

- 1) The number of Assessment Shares allocated to Parcels in the Neighborhood
- 2) Deleted
- 3) Deleted
- 4) Deleted
- 5) Other anticipated income, including interest earned on savings and investments, applicable to the Neighborhood.
- 6) Any categories of Neighborhood Expenses established pursuant to Article 7.3.B and any special provisions of the applicable Supplemental Declaration pertaining to such categories.

After giving due consideration to these factors, the Board shall establish, for each Neighborhood for which a budget is adopted, the amount of the Neighborhood Assessment per Assessment Share for such fiscal year.

9.6 Apportionment of Neighborhood Assessments

Except as otherwise provided by the terms of the Supplemental Declaration applicable to the Neighborhood, the Neighborhood Assessments for each Neighborhood in each fiscal year shall be apportioned among the Assessable Parcels in the Neighborhood such that the annual amount of each Assessable Parcel's Neighborhood Assessment shall be a sum equal to:

- (1) the amount of the Neighborhood Assessment per Assessment Share for such fiscal year (as established pursuant to Article 9.5), multiplied by
- (2) the number of Assessment Shares allocated to such Assessable Parcel pursuant to Article 9.2.

9.7 Individual Parcel Assessments

Each Parcel for which the Association incurs Individual Parcel Expenses pursuant to Article 7.5 shall be subject to Individual Parcel Assessments levied by the Board for the payment of such Individual Parcel Expenses. Except as otherwise provided by action of the Board, each Individual Parcel Assessment shall be deemed levied by the Board upon delivery of notice of such Individual Parcel Assessment in accordance with the provisions of Article 9.10.D.

9.8 Special Assessments

A. Association Expenses. The Board may levy a Special Assessment against each Assessable Parcel in the event the revenue receivable by the Association pursuant to the Association Expenses budget adopted by the Board for any fiscal year is insufficient to pay the Association Expenses for such fiscal year; in the event of emergency situations requiring additional funds for the payment of the Association Expenses. No Special Assessment shall be levied by the Board, except in the case of casualty, to supplement the revenue receivable by the Association pursuant to the Association Expenses budget adopted by the Board for any fiscal year unless the Special Assessment has been first approved by Voting Members representing at least 75 percent of the Association's membership voting rights (as determined pursuant to Article 4.3.A).

B. Neighborhood Expenses. The Board may levy a Special Assessment against each Assessable Parcel

located within a Neighborhood in the event the revenue receivable by the Association pursuant to the Neighborhood Expenses budget adopted by the Board for the Neighborhood in any fiscal year is insufficient to pay the Neighborhood Expenses for such Neighborhood in such fiscal year; in the event of emergency situations requiring additional funds for the payment of the Neighborhood Expenses for the Neighborhood; or in the event Association reserves applicable to the Neighborhood are insufficient to cover capital expenditures for the Neighborhood Common Areas. No Special Assessment shall be levied by the Board, except in the case of casualty, to supplement the Neighborhood Expenses budget adopted by the Board for a Neighborhood for any fiscal year unless the Special Assessment has been first approved by Neighborhood Owners owning at least 75 percent of the Parcels in the Neighborhood.

C. Application. All Special Assessments are intended to be supplementary to the District Assessments, Association Assessments, and Neighborhood Assessments.

9.9 Notice of Assessments

Notice of Assessments shall be given as follows:

A. Notice of Association Assessments. On or before December 20 of each year, or as soon as practicable thereafter, the Association shall notify each Owner of an Assessable Parcel of the amount of the Association Assessment levied against such Parcel for the next fiscal year. The notice shall include a copy of the Association Expenses budget for such fiscal year and shall specify the amount of the Association Assessment per Assessment Share.

B. Notice of Neighborhood Assessments. On or before December 20 of each year, or as soon as practicable thereafter, the Association shall notify each Owner of an Assessable Parcel that is subject to a Neighborhood Assessment of the amount of the Neighborhood Assessment levied against such Parcel for the next fiscal year. The notice shall include a copy of the applicable Neighborhood Expenses budget for such fiscal year and shall specify the amount of the applicable Neighborhood Association Assessment per Assessment Share.

C. Notice of Individual Parcel Assessments. Notice of any Individual Parcel Assessment shall be given by the Association to the Owner of the Parcel against which the Individual Parcel Assessment is levied within 90 days after the Individual Parcel Expenses to which the Individual Parcel Assessment relates are incurred or otherwise determined by the Association.

D. Notice of Special Assessments. Notice of any Special Assessment levied by the Board pursuant to Article 9.9.A or Article 9.9.B shall be given by the Association to each Owner of an Assessable Parcel against which the Special Assessment is levied. Notice of any Special Assessment levied by the Board pursuant to Article 9.9 shall be given by the Association to the Owners of the Parcel. Notice of any Special Assessment shall be given by the Association within 90 days after Board approval of the Special Assessment. The notice shall include an explanation of the purpose of the Special Assessment and the basis on which the Special Assessment was levied.

E. Failure to Notify. In the event the Association should fail to notify an Owner of any applicable Assessment on or before the time specified above, the levy and lien of such Assessment shall not be invalidated or otherwise affected, but the time for payment of the Assessment shall be extended by the number of days the notice is delinquent. So long as notice has properly been given, failure to receive any notice given by the Association shall not excuse an Owner from the payment of any Assessment when due.

F. Persons Entitled to Notice. Notice of any Assessment need be sent by the Association only to the

Owners of Parcels that are subject to such Assessment as of the date of the notice. It is the duty of each Owner of a Parcel that becomes subject to an Assessment subsequent to the date of notice thereof to ascertain from the Association the amount of the Assessment levied against such Parcel. Failure to ascertain such amount shall not excuse any Owner from the payment of any Assessment when due.

9.10 Payment of Assessments

Assessments shall be paid in accordance with the following provisions:

A. Payment of Association Assessments. Each Owner of a Parcel to which an Assessment Share has been allocated as of January 1 of the fiscal year shall pay to the Association on such date the full amount of the Association Assessment levied against such Parcel for such fiscal year.

B. Payment of Neighborhood Assessments. Each Owner of a Parcel to which an Assessment Share has been allocated as of January 1 of the fiscal year shall pay to the Association on such date the full amount of the Neighborhood Assessment levied against such Parcel for such fiscal year.

C. Payment of Individual Parcel Assessments. Each Owner of a Parcel against which an Individual Parcel Assessment has been levied by the Board pursuant to Article 9.8 shall pay to the Association, within 30 days after notice thereof, the full amount of the Individual Parcel Assessment.

D. Payment of Special Assessments. Each Owner of a Parcel against which a Special Assessment has been levied by the Board pursuant to Article 9.9 shall pay to the Association the full amount of the Special Assessment on or before the time established for payment by the Board; provided, however, that no Special Assessment shall be payable sooner than 30 days following notice thereof.

E. Installment Payments. Any Assessment may be payable in installments if, and only to the extent, approved by the Board.

9.11 Failure to Pay Assessments

Each Assessment shall be the personal obligation of the Owner of the Parcel against which the Assessment is levied, ownership being determined as of the date of such levy. If any Assessment is not paid within 15 days after the date on which payment of the Assessment is due, then:

A. Interest shall accrue on the Assessment from the due date until paid at the rate of 18 percent per annum or such other legal rate as may be established by the Board;

B. A delinquency charge equal to 10 percent of the Assessment (or such lesser amount as may be established by the Board) shall be added to the Assessment;

C. If the Assessment is payable in installments, the remaining installments of such Assessment may be accelerated by the Association to maturity if the delinquent installment, together with the delinquency charge and interest due thereon, is not paid in full by the Owner within 10 days after notice by the Association of its intent to accelerate such remaining installments; and

D. The Association may bring suit against the Owner on his personal obligation to recover the amount of the Assessment, together with the delinquency charge and interest and all costs incurred by the Association, including Attorney's Fees, in preparation for and in bringing such suit.

9.12 Proof of Payment of Assessment

Upon the request of any Owner or Institutional Mortgagee and the payment to the Association of such processing fee (not to exceed \$50) as may be established by the Board, the Association shall furnish a certificate in writing signed by an officer of the Association showing the itemized amount of unpaid Assessments, interest, and other charges.

9.13 Capital Contribution

Deleted

ARTICLE 10 - LIEN OF ASSESSMENTS

10.1 Creation of Lien

Each Assessment levied by the Board against a Parcel shall be secured by a lien in favor of the Association against the Parcel and Improvements thereon in accordance with the provisions of this Article 10. The lien shall secure not only the amount of the Assessment, but also all interest, delinquency charges, and costs of collection as provided by Article 9.

10.2 Enforcement of Lien

In the event any Assessment is not paid within 30 days after the Assessment is due, the Association shall have the right to file a claim of lien in the Public Records. The Assessment lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event the Association files a claim of lien against any Parcel, the Association shall be entitled to recover from the Owner of such Parcel, the interest and delinquency charge provided by Article 9 and all costs, including Attorney's Fees, incurred in preparing, filing, and/or foreclosing the Assessment lien, and all such costs, delinquency charges, interest, and Attorney's Fees shall be secured by such lien.

10.3 Priority of Lien

The Assessment lien against each Parcel shall be subordinate and inferior only as may be required by law to liens for taxes and other governmental assessments. The Assessment lien shall have superiority over any first mortgage or other lien to the extent provided by law.

ARTICLE 11 - RESTRICTIONS

11.1 Nuisances

No Person shall create any public or private nuisance, or engage in any noxious, illegal, or offensive activity, within the Community. By way of illustration and not as a limitation, no Owner shall place or keep any substance, material, or thing that emits foul or obnoxious odors or that is unsightly, unkempt, or unsanitary; cause unreasonable noise or other conditions that disturb, in the opinion of the Board, the reasonable peace, quiet, safety, or comfort of the occupants of adjacent properties; or conduct outside burning of wood, leaves, trash, garbage, or household refuse. Notwithstanding that construction

activities may temporarily disturb the peace and quiet of the occupants of adjacent properties, such construction activities shall be permitted, subject only to such reasonable limitations as may be imposed by the terms of the Rules and Regulations or any applicable Supplemental Declaration.

11.2 Exterior Antennas

No Person shall place or maintain within the Community any exterior antenna, aerial, satellite dish, or other apparatus for the reception or transmission of television, radio, or other electronic signals, without the prior written approval of the Association.

11.3 Utility Lines

No Person shall place or maintain any overhead utility or cable television lines within the Community without the prior written approval of the Association, except for temporary lines as required during construction or as otherwise may be required by law.

11.4 Air Conditioning Units

No window or wall air conditioning units may be installed or maintained on any Parcel.

11.5 Artificial Vegetation

No artificial grass or other artificial vegetation shall be permitted on the exterior of any portion of the Community.

11.6 Decorations

No Person shall place or maintain on a Parcel any flags, banners, decorative lights or ornaments, or similar items without the prior written approval of the Association; provided, however, that nothing herein shall prohibit the display of seasonal Christmas or holiday decorative lights and ornaments between Thanksgiving and January 10 or the appropriate display of the American Flag.

11.7 Damage and Insurance Rates

No Person shall engage in any activity causing damage to, or any increase in insurance rates on, any Improvements within the Community.

11.8 Clearing of Vegetation

No Person shall cut down, remove, or clear from any Parcel any trees, shrubs, or other vegetation except pursuant to Plans approved by the Architectural Committee in accordance with Article 12 or except as otherwise may be authorized in writing by the Association.

11.9 Pollutants

No Person shall discharge saline or other regenerating solution into any street, easement, surfacewater drain, or portion of the Properties so as harmfully to affect any landscaping or vegetation or pollute the Surfacewater Management System.

11.10 Governmental Regulations

No Person shall violate in any respect the provisions of any governmental laws or regulations applicable to the Surfacewater Management System or the Community.

11.11 Alterations

Without limiting the provisions of Articles 12 and 5.6, and except as may otherwise be authorized by the terms of this Declaration or any applicable Supplemental Declaration or by the prior written consent of the District or Association, no Person shall: (a) erect, install, or alter any Improvements on any portion of the District Property or Facilities and Neighborhood Common Areas; or (b) erect, install, or alter any Improvements which the District or Association is required to maintain pursuant to the terms of this Declaration or any applicable Supplemental Declaration.

11.12 Occupants Bound

All provisions of this Declaration, the Rules and Regulations, the Community Standards, the Environmental Preservation Guidelines, the Architectural Criteria, and any Supplemental Declaration applicable to an Owner's Parcel governing the conduct of the Owner shall also apply to all occupants of the Parcel and all family members, guests, and invitees of the Owner. Each Owner shall cause all such occupants, family members, guests, and invitees to comply with such provisions and shall be jointly and severally responsible with such occupants, family members, guests, and invitees for any violation by them of such provisions. The lease of any Parcel shall be deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, such provisions.

ARTICLE 12 - ARCHITECTURAL CONTROL

12.1 Approval by Architectural Committee

No Construction Work shall be commenced unless and until the plans and specifications for such Construction Work (the "Plans") have been submitted to the Architectural Committee in accordance with Article 12.5 and approved by the Architectural Committee in writing. The Architectural Committee shall evaluate the Plans with respect to the harmony of external design, appearance, and location of all Improvements to which the proposed Construction Work relates in relation to surrounding structures and topography, the proposed materials and construction standards, the conformance of the proposed Construction Work with any applicable Architectural Criteria, the conformance of the proposed Construction Work with restrictions set forth in this Declaration or any applicable Supplemental Declaration and the general aesthetic impact of the proposed Construction Work. In reviewing Plans for proposed Construction Work, the Architectural Committee shall consider that due to the size of the Community, the division of the Community into separate neighborhoods, and the diversity of residential, recreational, and commercial uses which will be made of the Community, a particular architecture appropriate for one portion of the Community may not be appropriate for some other portion. The purpose of the Architectural Committee shall not be to impose a uniform appearance in the Community, but rather to promote and assure architectural and aesthetic quality and discrimination for the benefit of all Owners.

12.2 Architectural Committee

The Architectural Committee shall be composed of not less than three or more than seven members. Members of the Architectural Committee shall be appointed by, and shall serve at the pleasure of, the Board. A majority of the Architectural Committee members shall constitute a quorum to transact business at any meeting of the Architectural Committee, and the action of a majority present at a

meeting at which a quorum is present shall constitute the action of the Architectural Committee. Any vacancy occurring on the Architectural Committee shall be filled by the Board. No member of the Architectural Committee shall be entitled to compensation for services performed. The Architectural Committee may employ independent advisers, in which case reasonable compensation to such advisers shall be paid by the Association, Neighborhood, or Parcel. All copying, telephone, telecopy, and other out-of-pocket expenses of the Architectural Committee shall also be paid by the Association as part of the Community Expenses. All decisions of the Architectural Committee shall be final and binding on the Owners.

12.3 Architectural Control Authority

The Architectural Committee's regulatory authority shall include the power to prohibit those uses, activities, or exterior designs deemed inconsistent with the provisions of this Declaration or applicable Supplemental Declaration or contrary to the best interests of the Association in maintaining the value and desirability of the Community. The Architectural Committee shall have authority to adopt, promulgate, rescind, amend, and revise Architectural Criteria for any portion or portions of the Community in connection with the foregoing, provided such Architectural Criteria are reasonable and consistent with the provisions of this Declaration and any applicable Supplemental Declaration. The authority provided herein shall apply not only to preconstruction and construction periods but also to all periods subsequent to construction to ensure that all Architectural Committee requirements continue to be satisfied by the owner of the property on which the Construction Work is to take place.

12.4 Plans

The Plans shall show the nature, kind, shape, height, materials, locations, color and estimated cost of the proposed Construction Work. An Owner may submit preliminary plans that are conceptual in nature. If preliminary plans are approved by the Architectural Committee, and if Plans are submitted to the Architectural Committee which are consistent with the approved preliminary plans, the Plans will be approved by the Architectural Committee, provided such Plans do not contain any material deviation from the preliminary plans as determined solely and in the absolute discretion of the Architectural Committee. All applications to the Architectural Committee for approval of any of the foregoing shall be accompanied by the following information, to the extent applicable:

A. Architectural, engineering, and construction plans and specifications (which shall show proposed exterior colors and materials);

B. Site Plan, including lighting, parking, and drainage plans;

C. Landscaping plan, which shall:

(1) Show all signage; and

(2) Show generally all existing trees (trees having a stem diameter of four and one-half inches or greater at 54 inches above the ground shall be shown specifically), shrubs, and other vegetation to be removed or left in place.

D. Construction schedule;

E. A statement of the use to be made of the Improvements; and

F. Such additional information as maybe reasonably necessary far the Architectural Committee to evaluate completely the proposed Construction Work.

In the event the Architectural Committee fails to respond to an application within 30 days after the same

has been submitted to and received by it, the Architectural Committee's approval shall be deemed to have been given; provided, however, that no Improvements shall be erected or be allowed to remain on any Parcel which violate any building or use restrictions contained in this Declaration or other recorded instrument.

12.5 Procedure

The Architectural Committee may appoint one or more Persons to make preliminary review of all applications to the Architectural Committee and report such applications to the Architectural Committee with such Person's recommendations for Architectural Committee action thereon. Such preliminary review shall be subject to such regulations and limitations, as the Architectural Committee deems advisable. In addition to the fees payable under Article 12.6, the Owner making application to the Architectural Committee shall reimburse the Association for all reasonable costs associated with the review of Plans by the Architectural Committee, including any expense for architectural, engineering, or attorney's fees. If such reimbursement is not made within 15 days after delivery to the Owner of written notice of the costs to be reimbursed, such costs shall be included in the Individual Parcel Expenses pursuant to Article 7.5 and shall be assessed against the Owner's Parcel as an Individual Parcel Assessment in accordance with Article 9.7.

12.6 Fees

The Board shall adopt a schedule of reasonable fees for processing applications to the Architectural Committee. Such fees, if any, shall be payable to the Association, in cash, at the time an application is submitted to the Architectural Committee. No application shall be deemed to have been properly submitted without payment of the applicable fees.

12.7 Liability

The Architectural Committee and its members shall not be liable in damages to anyone submitting an application to them for approval or to anyone affected by this Declaration, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval of same. All Persons who submit plans or specifications to the Architectural Committee for approval agree, by the submission of same, and each Owner of a Parcel agrees, by acquiring title thereto or an interest therein, that they will not bring any action or suit against the Architectural Committee or its members to recover damages in connection with matters to which this Article 12 pertains.

12.8 Certification of Compliance

Upon written request of any Owner, the Architectural Committee shall issue an acknowledged certificate in recordable form setting forth generally whether or not the Owner, to the knowledge of the Architectural Committee, is in violation of any of the terms and conditions of this Article 12. The written statement shall be conclusive in favor of all Persons who relied thereon in good faith. The statement shall be furnished by the Architectural Committee within a reasonable time, but not to exceed 20 days from the receipt of a written request for such statement. If such statement is not furnished within such 20-day period, it shall be presumed that the Owner has fully complied with the terms and conditions of this Article 12 and that the Parcel is in conformance with all such terms and conditions.

12.9 Proceeding with Work

Upon receipt of approval from the Architectural Committee, the Owner shall as soon as practical satisfy any and all conditions of such approval and shall diligently proceed with the commencement and

completion of the approved Construction Work. In all cases, the approved Construction Work shall commence within six months from the date of approval, and if the Construction Work is not so commenced, approval shall be deemed revoked unless the Architectural Committee pursuant to written request made and received prior to the expiration of the six-month period extends the period of time within which the approved Construction work must be commenced.

Article 13 - WARRANTIES

Deleted

ARTICLE 14 - CONDEMNATION

All proceeds received by the District, the Association, or Neighborhood Association in connection with the condemnation, or conveyance under threat of condemnation, of the District Property or Neighborhood Common Areas shall be applied as follows:

A. If the proceeds are payable in connection with the District Property or Facilities, the proceeds shall be applied to the District.

B. If the proceeds are payable in connection with the Neighborhood Common Areas, the proceeds shall be applied by the Association to the payment of the Association expenses or the Neighborhood Expenses applicable to such Neighborhood Common Areas.

ARTICLE 15 - EASEMENTS

15.1 Creation of Easements

Declarant hereby reserves unto itself, its successors and assigns, and hereby grants to the District a perpetual, alienable, and releasable nonexclusive easement, right, and privilege: (a) on, over and under the right-of way of all Community Roads, Neighborhood Roads, sidewalks and pathways in the Community for ingress and egress by pedestrians, runners, bicycles, golf carts, automobiles, trucks, construction equipment, and other vehicles for the purpose of obtaining access to the Properties and for the installation, construction, maintenance, replacement and use of electric power and telephone poles, wires, cables, conduits, water mains, sewers, irrigation and drainage lines, drainage ditches and swales, underdrains, and any other equipment or appurtenances pertaining to the installation, maintenance, transmission or use of electricity, telephone, television signal transmission, gas, street lighting, water, irrigation, drainage, or other utilities or conveniences; (b) on, over and under any unimproved area of any property lying between any Community Road or Neighborhood Road and any lake, pond, canal, swale, or ditch serving as part of the Surfacewater Management System for the installation, construction, maintenance, replacement, and use of irrigation and drainage lines, pipes, ditches, swales, and other irrigation or drainage devices, including the right of pedestrian and vehicular ingress and egress to such lake, pond, canal, swale, or ditch for such purposes; and (c) on, over and under all property lying within 20 feet of the normal water line of all lakes and ponds, and within 10 feet of the top of the bank of all canals, swales, and ditches serving as part of the Surfacewater Management System for access to and maintenance of all portions thereof and for installation, maintenance, and replacement of drainage control devices and apparatus. As used herein, "unimproved area" shall mean any area on which there are situated no permanent Improvements other than landscaping, paving, walkways, or driveways. Any area upon which any such permanent Improvements are hereafter constructed in compliance with the

provisions of Article 12 shall thereupon be deemed to be released from the easement described in subparagraph (b) above.

15.2 Disturbances

If the Association or any other Person should in the exercise of its rights under any of the easements designated in Article 15.1 disturb any grass, soil, paving or other Improvements, the Association, or such other Person, as the case may be, shall restore the same as nearly as practicable to its condition prior to the disturbance.

ARTICLES 16 - RIGHTS OF THE DISTRICT

16.1 Declarant's Rights in the Association

Deleted

16.2 Rights to Surface Management System

The District shall have the sole right to control the water level and maintenance of all lakes, ponds, swales, drainage control devices, and all other areas and apparatus comprising the Surfacewater Management System. No other use of the water may be made by the Association or other Persons without prior consent of the District which consent may be withheld for any reason.

16.3 Rights to Common Areas

Deleted

16.4 Development

Deleted

16.5 Heritage Oak Park Name

No Person shall use the term "Heritage Oak Park" or any derivative thereof in any printed or promotional material without the prior consent of the District or Association. However, Owners may use the term "Heritage Oak Park" in printed or promotional matter where such term is used solely to specify that the Owner's Parcel is located within the Community, and the Association shall be entitled to use the term "Heritage Oak Park" in its name.

16.6 Assignment

Deleted

16.7 Exercise of Declarant's Rights

Deleted

16.8 Platting

Deleted

ARTICLE 17 - REMEDIES

17.1 Compliance by Owners

Each Owner shall comply, and shall cause the Owner's family, guests, tenants, and invitees to comply, with the restrictions and covenants set forth in this Declaration and in any Supplemental Declaration applicable to such Owner's Parcel. Each Owner shall further comply, and shall cause the Owner's family, guests, tenants, and invitees to comply, with the Environmental Preservation Guidelines, the Architectural Criteria, the Community Standards, and the Rules and Regulations.

17.2 Enforcement

Upon failure of an Owner to comply with the provisions of Article 17.1, the Association shall be entitled to exercise all rights and remedies provided by the terms of this Declaration and, in addition, to commence an action against the Owner for any relief allowed by law, including, without limitation, money damages, injunctive relief, or any combination thereof. In any such action in which the Association is the prevailing party, the Association shall be entitled to recover its costs and Attorney's Fees.

17.3 Fines

Upon failure of an Owner to comply with the provisions of Article 17.1, the Association may, in the sole discretion of the Board and in addition to all other remedies to which the Association maybe entitled pursuant to Article 17.2 and 17.3, impose a Fine upon the Owner pursuant to the following provisions:

A. Notice. The Association, through the Board, shall afford an opportunity for hearing to the Owner, after notice of not less than: (1) three days in the event of an emergency or if the Owner's actions constitute:

- (a) a threat to the health or safety of other Owners;
- (b) a threat to the water quality of the Surfacewater Management System or a violation of any provisions of this Declaration applicable to the Surfacewater Management System; or
- (c) a violation of any provisions of the Environmental Preservation Guidelines or any governmental laws and regulations applicable to the Surfacewater Management System or the Community; or (2) 10 days, in all other cases.

The notice shall include a statement of the date, time, and place of the hearing and a statement of the matters allegedly constituting a violation of Article 17.1.

B. Hearing. At the hearing, the Owner shall have the opportunity to review, challenge, and respond to any material considered by the Board; to present evidence; and to provide written and oral argument on all issues involved.

C. Amount. The Board may impose a fine not in excess of \$100 per day from the date of the violation until such violation ceases or as stipulated by Florida law.

D. Individual Parcel Assessments

Deleted

E. Application of Fines. All proceeds received by the Association from Fines shall be applied to the payment of the Association Expenses or applicable Neighborhood Expenses, as the Board in its

discretion may determine.

F. Nonexclusive Remedy. Fines shall not be construed as an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be legally entitled.

17.4 Association Litigation

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by Voting Members representing at least 75 percent of the Association's membership voting rights, as determined pursuant to Article 4.3.A. Notwithstanding anything contained in this Declaration or the Articles of Incorporation or Bylaws to the contrary, a Voting Member shall not approve the commencement or prosecution of any such proceeding unless authorized to do so by vote of Neighborhood Owners owning at least 75 percent of the Parcels in the Neighborhood represented by the Voting Member. The foregoing provisions of this Article 17.4 shall not apply, however, to:

- A. Actions brought by the Association against Persons to enforce the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation, or the Bylaws;
- B. Actions brought by the Association against Persons for the collection of Assessments;
- C. Actions or proceedings involving challenges to ad valorem taxation; or
- D. Counterclaims brought by the Association in proceedings instituted against it.

This Article 17.4 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 commence or prosecute proceedings as provided above.

17.5 Mediation

No Owner or other Person bound by this Declaration shall commence or prosecute any judicial or administrative proceeding against the Association involving any matter related to this Declaration, any Supplemental Declaration, the Articles of Incorporation, the Bylaws, the Community, any property or Improvements within the Community, or rights or interest therein, without first submitting the issue to which such proceeding relates to nonbinding mediation in accordance with the following provisions:

- A. If agreed to by the Association, the mediation shall be conducted through the Citizens Dispute Settlement Center for the appropriate Judicial Circuit for the State of Florida pursuant to Section 44.201, Florida Statutes.
- B. In all other cases, the mediation shall be conducted in accordance with Rule 1.700 et. seq. of the Florida Rules of Civil Procedure; provided, however, that mediation in accordance with such rules may be initiated through a mediator agreed upon by the parties without order of court. If the parties cannot agree upon a mediator, then either party may move the court to name a mediator and initiate mediation pursuant to such rules.
- C. The requirement for mediation of a claim against the Association may be waived by the Association.

ARTICLE 18 - COMMUNITY SYSTEM SERVICES

18.1 Ownership

Except as otherwise provided by the terms of any Supplemental Declaration, and except for any facilities or property owned by the Community Development District, the Association reserves the ownership of all components of the Community Systems and the right to convey any of such components to a Neighborhood Association, a governmental authority, a utility or cable television company, or other Person as the Association may deem appropriate.

18.2 Contracts

The Association shall have the right to enter into contracts for the provision of any of the Community System Services to the Parcels upon such terms as the Association, shall deem, in its sole discretion, to be in the best interests of the Association and the Owners. Any such contract, including any provision thereof requiring payment by the Association or any Owner for the furnishing of any of the Community System Services pursuant to the contract, shall be binding upon the Association and the Owners.

ARTICLE 19 - DURATION

19.1 Covenants to Run with the Title to the Land

The provisions of this Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the property subject hereto and shall remain in full force and effect until terminated in accordance with the provisions of Article 19.2 or otherwise according to the laws of the State of Florida.

19.2 Term

The provisions of this Declaration shall be binding upon all Owners and shall continue in full force and effect for a period of 50 years from the date hereof, after which time they shall be deemed to be automatically extended for successive periods of 10 years each unless prior to the commencement of any such 10-year period:

- (a) termination of this Declaration is approved by Voting Members representing at least 75 percent of the Association's membership voting rights (as determined pursuant to Article 4.3.) and
- (b) written instrument certifying that such approval has been obtained is signed by the president and secretary of the Association.

The termination of this Declaration shall not terminate any easement rights then existing in favor of any Person by virtue of the provisions of Article 15, any easement or usage rights then existing in favor of any Person by virtue of the provisions of Articles 5.7 or 5.8, it being the intent hereof that all such easement and usage rights shall survive a termination of this Declaration.

ARTICLE 20 - AMENDMENTS

This Declaration may be amended at any time and from time to time upon:

- (a) approval of Voting Members representing at least two-thirds of the Association's membership voting rights (as determined pursuant to Article 4.3.).
- (b) the recording in the Public Records of an amendatory instrument executed by the president and secretary of the Association and by certifying that such approval has been obtained; provided, however, that no amendment materially and adversely affecting the rights or interests of Charlotte County under Articles 5.6.C, 5.7.A, 5.8, 6.2.B, or 11.10 shall be effective without the written consent of Charlotte County.

All amendments shall reasonably conform to the general purposes of this Declaration set forth herein.

ARTICLE 21 - MISCELLANEOUS

21.1 Governing Law

The construction, validity, and enforcement of the provisions of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Charlotte County, Florida.

21.2 Notices

Any notice authorized or required to be given to any Owner, or such Owner's representative, under the provisions of this Declaration shall be in writing and shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the Person who appears as the Owner, or such Owner's representative, on the records of the Association at the time of such mailing. Any notice authorized or required to be given to the Association under the provisions of this Declaration shall be in writing and shall be deemed to have been properly given when mailed, postage prepaid, to the address of the Association's principal office at the time of such mailing.

21.3 Waiver

Failure of the Association to insist upon strict performance of any provision of this Declaration with respect to any Owner or property in the Community shall not be deemed to be a waiver of such provision as to such Owner or property unless the Association has executed in writing a waiver thereof. Any such written waiver of any provision of this Declaration by the Association with respect to any Owner or property in the Community shall not constitute a waiver of such provision as to any other Owner or property.

21.4 Individual Liabilities

Deleted

21.5 Invalidation

The invalidation of any provision of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

21.6 Usage

Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. Titles of Articles, paragraphs, and subparagraphs of this Declaration are for convenience only and neither limit nor amplify the provisions of this Declaration.

DOCUMENT CHANGE HISTORY - APRIL 17, 2007

CHANGE	SECTION
Removed references to Declarant (Developer)	Recitals, 1.21, 1.28, 1.39, 1.42, 1.61, 2.1, 2.2, 2.3, 2.4, 2.6, 3.8, 4.2, 5.4, 5.5A, 5.5B 5.6B, 5.8, 6.9, 9.2A1, 9.2A3, 9.2A4, 9.3B, 9.3C4, 9.4C, 9.5B, 9.5C2,3,4,6, 9.13, 11.1, 11.2, 11.3, 11.8, 11.11, 12.1, 12.2, 13, 15.5, 16, 16.1, 16.2, 16.3, 16.4, 16.6, 16.7 16.8, 18.1, 18.2, 19.2, 20, & 21.4
Removed references to Community Common Areas	1.14, 1.18, 1.20, 3.1, 4.1, 5.1, 5.2, 5.4, 5.5, 6.2, 6.2B, 6.4C, 6.9, 7.2, 7.2A, 7.2B, 7.2D, 7.2H, 7.2M, 7.2Q, 7.5I, 8.1, 8.6B, 8.8A, 9.8, 14, & 14A
Revised voting and election for HOP Community Association Board of Directors	4.2, 4.3, & 4.4,
Removed definitions no longer needed	1.1, 1.14, 1.17, 1.18, 1.28, 1.33, 1.35, 1.39, 1.42, 1.43, 1.55 & 1.61
Modified description of residential use	1.55
Corrected error	3.7
Removed reference to maintenance of parcels and Certain adjoining areas	6.4B, C, D, E & F
Removed reference to unimproved parcel	6.4G, 6.5, & 7.5A
Removed or modified references to fines	17.3C, 17.3D, & 17.3F
Modified references to payment of assessments	9.10A, 9.10B, & 9.10C
Modified references to proof of payment	9.12
Removed or Revised references to assessments	9.1A, 9.1C, 9.3, 9.3A, 9.3C2, 9.3C4, 9.8A & 9.9A
Modified creation of lien	10.1
Removed or revised references to community expenses	7.2, 7.2C, 7.2G & 7.2N
Removed or revised references to neighborhood expenses	7.3A7

DOCUMENT CHANGE HISTORY – January 19, 2010

CHANGE	SECTION
Added clause that Board may appoint Neighborhood Committee members under certain conditions	3.3
Added clause to provide access to Parcel and Parcel improvements for stated reasons	6.4A

DOCUMENT CHANGE HISTORY – March 16, 2010

CHANGE	SECTION
Modify priority of assessment lien.	10.3
Revise conditions to eliminate Institutional Mortgagees' consent for amendments.	20

IN WITNESS WHEREOF, HERITAGE OAK PARK COMMUNITY ASSOCIATION INC. has caused this Declaration to be executed in its name this 16th day of March 2010.

WITNESSES:

Heritage Oak Park Community Association, Inc,
a Florida Not For Profit Corporation

Signature of Witness

Sharon Rask, President

Print Name of Witness

Vera Allcroft, Secretary

Signature of Witness

Print Name of Witness

The foregoing instrument was acknowledged before me this ___ day of _____, 2010, by Sharon Rask, as President of Heritage Oak Park Community Association, Inc., a Florida Not For Profit Corporation. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public in the State of
Florida and my commission expires on

_____.

Declaration of Covenants for Heritage Oak Park

Heritage Oak Park Community Association, Inc.
19520 Heritage Oak Blvd.
Port Charlotte FL 33948

Revised March 16, 2010

To Whom It May Concern:

At a meeting of the Heritage Oak Park Community Association it was agreed by the required two thirds (2/3) majority votes of Voting Members that on March 16, 2010, at a legally advertised meeting of the Heritage Oak Park Community Association, Inc., the Declaration of Covenants for Heritage Oak Park be amended as reflected in Exhibit A attached to this letter. In addition I am attaching a copy of the minutes of said meeting, to be recorded along with this letter and Exhibit A, as action taken by the owners as prescribed in the Declaration of Covenants which is recorded at the Charlotte County Clerks office.

As an officer of the Association, I verify the following to be true and legal action on behalf of the Heritage Oak Park Community Association, Inc.

President

Printed name

Secretary

Printed name

Sworn to (or affirmed) before me this _____ day of _____, 2010 by _____
whose signature appears hereinabove.

Notary Public in the State of Florida

Print Name

My Commission expires _____