

This Instrument Prepared by and Return to:
W. James Gooding III
Gilligan, King, Gooding & Gifford, P.A.
1531 SE 36th Avenue
Ocala, FL 34471



DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
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**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
JULIETTE FALLS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR JULIETTE FALLS (hereinafter referred to as the "Declaration") is made on the date hereinafter set forth by Vikings, LLC, a Pennsylvania limited liability company (hereinafter referred to as "Declarant") and the persons defined below as the "Other Current Owners."

WHEREAS:

- A. Declarant and the Other Current Owners are the owners of all of the real property (the "Property") located in Marion County, Florida, platted as *Juliette Falls*, as per plat (the "Original Plat") thereof recorded in Plat Book 9, Page 79, Public Records of Marion County, Florida, portions of which have been replatted as *Juliette Falls First Replat* as per plat (the "First Replat") thereof recorded in Plat Book 11, Page 16, Public Records of Marion County, Florida, and as *Juliette Falls Second Replat* as per plat (the "Second Replat") thereof recorded in Plat Book 11, Page 111, Public Records of Marion County, Florida.
- B. On or about December 23, 2005, Declarant, who then owned all of the Property, caused to be recorded certain Declaration of Covenants and Restrictions for Juliette Falls (the "Original Declaration") in OR Book 4286, Page 230, Public Records of Marion County, Florida.
- C. Declarant and the Other Current Owners now desire to amend and restate the Original Declaration to make revisions necessary in light of the Replats, to correct scrivener's errors in the original Declaration and for other purposes.

NOW, THEREFORE, Declarant and the Other Current Owners declare that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

As used herein, the terms defined above have the meanings set forth above and the following terms have the following definitions:

- 1.1. *Architectural Review Board or ARB* - Declarant or the committee created pursuant to paragraph 5.3 of this Declaration.
- 1.2. *Assessments* - Any of the following types of Assessments:
 - 1.2.1. *Basic Utility Assessment* - A charge against each Improved Lot Owner and its Improved Lot representing the cost of the Basic Utility Services provided by the Cable Provider.
 - 1.2.2. *Capital Improvement Assessment* - A charge against each Owner and its Lot representing a portion of the cost incurred by the Association for installation or construction of any improvements on any portion of the Common Areas which the Association may from time to time authorize.
 - 1.2.3. *Common Assessment* - A charge against each Owner and its Lot, representing a portion of the expenses of maintaining, repairing, improving and replacing the Common Areas, operating the Association and performing any other function, maintenance, repairs or services authorized or permitted by this Declaration, except those to be paid by other Assessments hereunder.
 - 1.2.4. *Enforcement Assessment* - A charge against one or more Owners and their Lots equal to the cost incurred by the Association in connection with the enforcement of this Declaration against such Owners for such Owners' failure to duly perform their obligations hereunder.
 - 1.2.5. *Landscape Maintenance Assessment* - A charge against each Improved Lot Owner and its Improved Lot representing the expense of maintaining grass, landscaping, mulch and other ground cover located on the Improved Lot.
 - 1.2.6. *Special Assessment* - A Common Assessment assessed other than pursuant to the annual budget adopted by the Association.
 - 1.2.7. *Water/Sewer Assessment* - A charge against each Improved Lot Owner and its Improved Lot representing the cost of Water/Sewer Services provided by the Association.
- 1.3. *Association* - Juliette Falls Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.
- 1.4. *Basic Utility Services* - The following utilities provided to the Property by Cable Provider pursuant to an agreement between the Cable Provider and the Association:
 - 1.4.1. Basic cable television services.
 - 1.4.2. Basic Internet service.
 - 1.4.3. Local telephone service.
 - 1.4.4. Security service.
- 1.5. *Board* - The Board of Directors of the Association.

- 1.6. *Cable Provider* - Vision Cable of Florida, LLC, a Florida limited liability company, its successors and assigns.
- 1.7. *Club* – The Florida not-for-profit corporation that will admit Club Members to Club Membership, which Club Members will have use of the Club Property pursuant to the Club Documents.
- 1.8. *Club Documents* - The documents prepared by or on behalf of the Club or Club Owner that will concern and govern the rights, privileges and obligations of the Club Members or other persons using the Club or Club Property.
- 1.9. *Club Member* – A member of the Club (not to be confused with a Member of the Association, although, as set forth in paragraph 7.3, each Member of the Association shall also be a Member of the Club).
- 1.10. *Club Membership* - Membership in the Club (not to be confused with membership in the Association, although, as set forth in paragraph 7.3, Club Membership shall also be required as a condition of Lot ownership). As set forth in the Club Documents, there are two types of Club Memberships:
 - 1.10.1. *Platinum Membership* - Club Membership that includes the rights and privileges associated with a Social Membership as well as the additional rights and privileges as set forth in the Club Documents.
 - 1.10.2. *Social Membership* - Club Membership that provides the rights and privileges associated with a Social Membership as set forth in the Club Documents.
- 1.11. *Club Owner* – The record owner of fee simple title to the Club Property or any portion thereof. If a Club Owner owns only a portion of the Club Property, it shall be considered to be a “Club Owner” for such portion but not for other portions. Therefore, there may be separate Club Owners, one for each portion of the Club Property owned by a Club Owner. The Club Owner is currently Juliette Falls Golf Course, LLC, a Florida limited liability company.
- 1.12. *Club Property* – Those portions of the Property improved, or to be improved, for use as the Golf Course and other recreational and social facilities, together with all improvements thereon, and which may, but shall not be required to include, club houses, pools, tennis courts and related supporting facilities and improvements.
 - 1.12.1. The Club Property shall initially be owned and operated by Club Owner.
 - 1.12.2. The Club Property is designated as Tracts 1, 2, 3, 4 and 5 on the Original Plat, Tracts 3 and 4 on the First Replat, and Tract 3 on the Second Replat.
 - 1.12.3. As set forth in paragraph 2.2.3, additional portions of the Property described in the Plat or portions of additional real property annexed to the Property may be designated by Declarant as additional portions of the Club Property.
- 1.13. *Common Areas* - That portion of the Property: (a) shown on the Plat other than Lots (but including any easements granted to the Association hereunder on Lots) which are intended to benefit, or be used and enjoyed by, the Owners of Lots in the Property; (b) to

be maintained by the Association hereunder, including, without limitation, any private roads and the Stormwater Management System (other than any portion thereof located on the Club Property); (c) upon which easements have been assigned or granted by Declarant to the Association or which is hereafter conveyed by Declarant or others to the Association; or (d) as otherwise declared by this Declaration.

1.13.1. Without limiting the foregoing, the Common Areas include the following:

- a. All street right-of-ways designated on the Plat except for the "additional right-of-way for West Highway No. 40" as depicted on the Original Plat.
- b. The Stormwater Management System except to the extent set forth in paragraph 1.13.2.e.
- c. The Water/Sewer Utility.

1.13.2. Notwithstanding the foregoing, the Common Areas shall not include the following portions of the Property or any easements depicted on such portions:

- a. The Club Property.
- b. Tracts 6, 7 and 8 as depicted on the Original Plat as set forth in Note 12 of the Original Plat.
- c. Tracts 11 and 12 as depicted on the Original Plat as set forth in Note 14 of the Original Plat.
- d. Tract 28 as depicted on the Original Plat as set forth in Note 15 of the Original Plat.
- e. Any portion of the Stormwater Management System located on Club Property.

1.14. *Common Expenses* - The actual and estimated costs of ownership, maintenance, management, operation, insurance, repair, reconstruction and replacement of the Common Areas (including unpaid Assessments and including those costs not paid by the Owner responsible for the payment); the costs of all utilities; the costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees, agents or independent contractors; the costs of all utilities, gardening and other services benefiting the Common Areas; the costs of fire, casualty and liability insurance, workers compensation insurance, and other insurance covering or connected with the Common Areas; costs of bonding the officers, agents, and employees of the Association; costs of errors and omissions liability insurance for officers, employees and agents of the Association; taxes paid by the Association, including real property taxes for the Common Areas; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Areas or any portion thereof, and the costs of any other item or items so designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners.

- 1.15. *County* - Marion County, a political subdivision of the State of Florida.
- 1.16. *Declarant* – Vikings, LLC, a Pennsylvania limited liability company, and its successors and assigns. No person or entity shall be considered a successor and assign of the Declarant unless such status is evidenced by a written assignment from Declarant to such person or entity recorded in the Public Records of Marion County, Florida.
- 1.17. *Declaration* - This Amended and Restated Declaration of Covenants and Restrictions for Juliette Falls and any amendments and supplements thereto.
- 1.18. *Dwelling Unit*- A detached single-family residential unit constructed on a Lot for which a Certificate of Occupancy has been issued by the applicable governmental authorities.
- 1.19. *Fine* - A charge against any Owner and its Lot for failure of the Owner, its family, guests, agents, lessees, licensees, tenants, invitees, or employees to comply with any provisions in this Declaration.
- 1.20. *First Replat* - The plat of *Juliette Falls First Replat* recorded in Plat Book 11, Page 16, Public Records of Marion County, Florida.
- 1.21. *Golf Course* – That portion of the Club Property consisting of an eighteen (18) hole golf course and designated: (a) as Tracts 2, 3 and 4 on the Original Plat, less and except any portions of such Tracts included in the portions of the Property subject to the Replats; (b) Tracts 3 and 4 on the First Replat; and (c) Tract 3 on the Second Replat.
- 1.22. *Improved Lot* – A Lot upon which a Dwelling Unit has been constructed and for which a Certificate of Occupancy has been issued by the applicable governmental authorities, regardless of whether the Dwelling Unit is occupied.
- 1.23. *Institutional First Mortgagee* - Refers to:
- 1.23.1. Any of the following persons or entities which hold a first mortgage of public record on any Lot: Declarant; any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, or mortgage company; the Federal National Mortgage Association; or an agency of the United States Government; and
- 1.23.2. The holder of any mortgage of public record given or assumed by Declarant, whether a first mortgage or otherwise, and their successors.
- 1.24. *Lot* - Any plot of land shown upon the Plat and designated as a numbered Lot. A Lot shall be either an Improved Lot or a Vacant Lot, and when the term “Lot” is used without reference whether it is an Improved Lot or a Vacant Lot, it shall be deemed to refer to either kind of Lot.
- 1.25. *Original Plat* - The plat of *Juliette Falls* recorded in Plat Book 9, Page 79, Public Records of Marion County, Florida.
- 1.26. *Other Current Owners* - The following Owners who own the following portions of the Property other than the portion owned by Declarant:

- 1.26.1. Ryan L. Clapper and Renee L. Clapper, husband and wife, who own Lot 91 as depicted on the Original Plat.
- 1.26.2. Jeffrey C. Clapper who owns Lots 97 as depicted on the Original Plat.
- 1.26.3. Peter T. Khai who owns Lots 9 and 112 as depicted on the Original Plat.
- 1.26.4. Donald E. Loudon who owns Lots 114 and 128 as depicted on the Original Plat.
- 1.26.5. Steven D. Rockoff and Elaine A. Rockoff, husband and wife, who own Lot 103 as depicted on the Original Plat.
- 1.26.6. Maurice W. Bower and Mary Jo Bower, husband and wife, who own Lot 260 as depicted on the Original Plat.
- 1.26.7. Timothy P. Pastore and Debra A Pastore, husband and wife, who own Lot 7 as depicted on the Original Plat.
- 1.26.8. William Pagana and Cynthia Pagana, husband and wife, who own Lot 12 as depicted on the Original Plat.
- 1.26.9. T. Max Hall who owns Lot 101 as depicted on the First Replat.
- 1.26.10. Michael E. Bower and Pegeen A. Bower, husband and wife, who own Lot 110 as depicted on the Original Plat.
- 1.26.11. John H. Bailey, Jr. and Dorothy Bailey, husband and wife, who own Lot 190 as depicted on the Original Plat.
- 1.26.12. Jeffrey C. Finke who owns Lot 258 as depicted on the Original Plat.
- 1.26.13. T. Max Hall III who owns Lot 244 as depicted on the Original Plat.
- 1.27. *Owner* - The record owner, whether one or more persons or entities, of fee simple title to any Lot. Any owner owning a portion of a Lot that exceeds 50% of the total area of such Lot shall be deemed the Owner of that Lot, and the owner of the other portion shall not be deemed to own such Lot. An Owner may be referenced with regard to the type of Lot it owns. For example, an "Improved Lot Owner" shall be deemed to refer to the Owner of an Improved Lot.
- 1.28. *Plat* - The Original Plat as modified by the First Replat, Second Replat and any subsequent replat.
- 1.29. *Property* - The real property that is the subject of the Plat and, if added by Declarant or its assignee pursuant to Article II, additional real property annexed to the Property.
- 1.30. *Public Records* - The Public Records of Marion County, Florida.
- 1.31. *Second Replat* - The plat of *Juliet Falls Second Replat* recorded in Plat Book 11, Page 111, Public Records of Marion County, Florida.

- 1.32. *Stormwater Management System* - A system which is designated and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system as permitted by the Water Management District. The Stormwater Management System shall include, without limitation: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The Stormwater Management System shall include the following areas as shown on the Plat:
- 1.32.1. Tracts 9, 10, 13, 14, 16 and 22 through 27 as depicted on the Original Plat.
- 1.32.2. Drainage Easement "A" as depicted on the Original Plat.
- 1.32.3. Drainage Easement "B" as depicted on the Original Plat.
- 1.32.4. Tracts 10A, 10B, 15, 17, 18, 20 and 21 as depicted on the First Replat.
- 1.33. *Water Management District* - The Southwest Florida Water Management District or its successor.
- 1.34. *Vacant Lot* - A Lot other than an Improved Lot, i.e., a Lot upon which a Dwelling Unit for which a Certificate of Occupancy has been issued by the governmental authorities has not yet been constructed.
- 1.35. *Water/Sewer Services* - Potable water, reclaimed water and wastewater utility services.
- 1.36. *Water/Sewer Utility* - All water treatment and distribution systems; wastewater treatment, collection and disposal systems; and reclaimed water systems that are used or capable of being used to provide Water/Sewer Services to the Property.
- 1.37. *Yards and Lines* - The following terms are defined as follows (which definitions shall govern the defined terms for purposes of this Declaration only, and shall not modify the boundaries of any Lots as depicted on the Plat).
- 1.37.1. *Front Property Line* - The boundary or boundaries of any Lot which are adjacent to a road or road right-of-way. In any dispute as to what is a Front Property Line, the determination of the ARB shall be final. The ARB may determine that corner Lots have one or two Front Property Lines.
- 1.37.2. *Front Yard* - The portion of each Lot described by drawing a line through the centerpoint of any Dwelling Unit constructed on the Lot, which line runs parallel to the road or road right of way adjacent to the Lot, but excluding any portion of the Lot lying within the Side Yard. The Front Yard shall be the portion of the Lot on the side of the line so drawn lying nearest the road or road right-of-way, but excluding any portion of the Lot lying within the Side Yard. The Front Yard of Lots situated on the corner of multiple roads or road right-of-ways shall be all portions of the yard not included within the definition of Rear Yard or Side Yard. In the case of any dispute as to the location of the Front Yard as defined herein the determination of the ARB shall be controlling and final.

- 1.37.3. *Rear Property Line* - The boundary or boundaries of any Lot which lie opposite the boundary or boundaries which are adjacent to a road or road right-of-way. In any dispute as to what is a Rear Property Line, the determination of the ARB shall be final. The ARB may determine that corner Lots have one, two, or no Rear Property Lines.
- 1.37.4. *Rear Yard* - The portion of each Lot described by drawing a line through the centerpoint of any Dwelling Unit constructed on the Lot, which line runs parallel to the road or road right of way adjacent to the Lot, but excluding any portion of the Lot lying within the Side Yard. The Rear Yard shall be the portion of the Lot on the side of the line so drawn lying furthest from the road or road right of way, but excluding any portion of the Lot lying within the Side Yard. The Rear Yard of Lots situated on the corner of multiple roads or road right of ways shall be the portion of the Lot lying behind both of the two lines drawn as set forth herein, but excluding any portion of the Lot lying within the Side Yard. In the case of any dispute as to the location of the Rear Yard as defined herein, the determination of the ARB shall be controlling and final.
- 1.37.5. *Side Property Line* - The boundary or boundaries of any Lot which boundary or boundaries is not adjacent to a road or road right-of-way and is not a Rear Property Line. In any dispute as to what is a Side Property Line, the determination of the ARB shall be final. The ARB may determine that any corner Lot has one or two Side Property Lines.
- 1.37.6. *Side Yard* - The portion of each Lot lying between the Dwelling Unit and a Side Property Line and lying between two lines drawn perpendicular to the Side Property Line; the first line is as far forward from the Rear Property Line of the Lot as is the point of the Dwelling Unit closest to the Rear Property Line of the Lot, and the second line is as far back from the Front Property Line of the Lot as is the point of the Dwelling Unit closest to the Front Property Line of the Lot. In any dispute as to the location and description of a Side Yard as defined herein, the determination of the ARB shall be final.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION; PROPERTY RIGHTS; EASEMENTS

- 2.1. **The Property.** The Property and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.
- 2.2. **Annexation of Additional Property.**
- 2.2.1. Annexation. Declarant shall have the unilateral right, privilege, and option, from time to time at any time until the expiration of twenty (20) years from the date of recording of this Declaration in the Public Records, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association additional real property (the "Additional Property") including, without limitation, all or any portion of the real property described in the attached Exhibit A.

- a. Such annexation shall be accompanied by filing a Supplemental Declaration annexing such Additional Property in the Public Records. Such Supplemental Declaration shall not require the consent of the Association or Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.
- b. Declarant shall have the unilateral right to transfer to any other person the right, privilege, and option to annex the Additional Property which is hereby reserved to Declarant, provided that such transferee or assignee shall be the Owner or developer of such Additional Property and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.
- c. Upon such annexation:
 - 1). The Property shall include the Additional Property.
 - 2). The Owners of Lots within the Additional Property so annexed shall, for all intents and purposes, be Members of the Association in accordance with this Declaration, and shall be subject to its rules, regulations, Articles and By-Laws in the same manner and with the same effect as the original Owners, and shall have the same rights and obligations granted by this Declaration as the original Owners.

2.2.2. Acquisition of Additional Common Areas.

- a. Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in the Plat or within the Additional Property which, upon conveyance or dedication to the Association, shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit for all Members. Such conveyance may occur both during and any time after the expiration of the annexation period provided in paragraph 2.2.1 above. The deed conveying or dedicating property to the Association may include restrictions and conditions on the use of such property or may be subject to easements in favor of or benefiting other persons, both at the time of conveyance and thereafter.
- b. The foregoing conveyance may include, without limitation, real property subject to conservation easements pursuant to applicable laws, rules or regulations of, or agreements with, governmental authorities.

2.2.3. Establishment of Additional Club Property.

- a. Declarant may establish portions of the Property described in the Plat, or the Additional Property, as additional portions of the Club Property. Such establishment shall be set forth in a Supplemental Declaration. Such additional portion shall thereafter be considered to be a part of the Club Property to the same extent as if was designated as part of the Club Property at the time of this Declaration. It shall not be necessary for the Association

or any Lot Owner (except a Lot Owner owning a Lot subject to the Supplemental Declaration) to execute or join in such Supplemental Declaration.

- b. Declarant and Club Owner may, in connection with any future plat or replat, change the boundaries of the Property and Club Property by transferring portions of the Property (including Common Area) to the Club Owner (and thereby changing such Property or Common Area to Club Property) or by transferring Club Property to Declarant, a Lot Owner or the Association. Such changes shall be set forth in a Supplemental Declaration executed by Declarant and Club Owner; it shall not be necessary for the Association or any Lot Owner (except a Lot Owner owning a Lot subject to the transfer) to execute or join in such Supplemental Declaration.

2.2.4. Withdrawal of Property. Declarant reserves the right to amend this Declaration unilaterally at any time so long as it holds an unexpired option to add to the Property pursuant to this paragraph 2.2, without prior notice and without the consent of any person, for the purpose of removing certain portions of the Property, then owned by the Declarant or the Association, from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property.

2.3. **Owner's Easements of Enjoyment.** Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, if any, which right and easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- 2.3.1. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and all rules and regulations adopted by the Association, as same may be amended from time to time.
- 2.3.2. Any limitations or conditions set forth on the Plat.
- 2.3.3. The right of the Association to maintain the Common Areas.
- 2.3.4. The right of the Declarant and the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure. Provided, however, Declarant shall not exercise the rights referenced herein in any manner which would abrogate, or materially or adversely affect, the Owner's right and easement of enjoyment in and to the Common Areas.
- 2.3.5. Any limitations or conditions set forth in the deed, grant of easement, license or other conveyance or agreement creating the right of the Association in and to the Common Areas.
- 2.3.6. The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by the Owner and for any period during which such Owner is in violation of this Declaration, or

any of the Rules and Regulations promulgated by the Association. Such suspension shall not absolve such Owner from paying such Assessment.

- 2.3.7. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association.
- 2.4. **Maintenance Easements.** The Association shall have a non-exclusive perpetual right and easement on every Lot for the purpose of maintaining the Common Areas and providing such other services to the Owners as are authorized or permitted by this Declaration, which right and easement is assignable.
- 2.5. **Utility Easements.** The Declarant expressly reserves the right to grant easements for the creation, construction, and maintenance of the utilities, such as water, sewer, gas, telephone, electric, and cable television. All such easements shall be located within ten (10') feet of the boundary lines of a Lot. Each Owner and its heirs, successors and assigns, do hereby designate and appoint the Declarant (and the Association, upon termination or conversion of the Class B membership) as its agents and attorneys-in-fact with full power in its name, place and stead, to execute instruments creating, granting or modifying such easements; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.
- 2.6. **Construction and Sales.** There is hereby reserved to the Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Lots), easements over the Common Areas, if any, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Lots within the Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Lots.
- 2.7. **Easement for Access and Drainage.** The Association shall have a perpetual non-exclusive easement over all areas of the Stormwater Management System (except the portions located on the Club Property) for drainage and for access to operate, maintain or repair the system. By this easement the Association shall have but not the obligation, the right to enter upon any portion of any Lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Stormwater Management System as required by Water Management District permit for the Stormwater Management System. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System (except the portions located on the Club Property). No person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the Water Management District.
- 2.8. **Easement for Golf Balls.**
- 2.8.1. Each Lot and the Common Areas are burdened with an easement in favor of the Club Owner, and the employees, contractors, members, guests and invitees of the Club, to permit the doing of every act reasonably necessary or incidental to the playing of golf and the maintenance and operation of the Golf Course. Such acts include, without limitation:

- a. The recovery of golf balls from portions of a Lot outside of a Dwelling Unit, or from the Common Areas.
 - b. The flight of golf balls over and upon any Lot or the Common Areas.
 - c. The use of necessary and usual equipment upon the Golf Course; and
 - d. The usual and common noise level created by the playing of the game of golf or the maintenance of the Golf Course.
- 2.8.2 The existence of this easement shall not relieve any golfer of liability for damage caused by errant golf balls. Under no circumstances, however, shall the Association or Declarant be liable for any damage or injury resulting from errant golf balls or the exercise of this easement, even if such damage or injury arose from the negligence of the Association or Declarant.
- 2.9. **Additional Easements.** Declarant or the Association, shall have the right to grant such additional easements (including, without limitation, easements to private cable television service companies, and other utilities) or to relocate existing easements throughout the Property as the Declarant or the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property.
- 2.10. **Title to Common Areas.** Declarant may retain title to all or a portion of the Common Areas, or sell, mortgage or otherwise encumber its interest in all or a portion of the Common Areas to third parties, including the Association, along with improvements thereon, subject only to the rights of Owners set forth herein. Declarant has the right, at any time to convey all or any portion of the Common Areas to the Association and the Association shall accept such conveyance.
- 2.11. **Delegation of Use.** Any Owner may delegate its right of enjoyment to the Common Areas to a member of its family and its bona fide guests (defined as any guest staying with the Owner for twenty-four (24) hours or more) and invitees, its tenants, or contract purchasers who reside in its Dwelling Unit, subject to such Rules and Regulations that may be established from time to time by the Declarant.
- 2.12. **Rules and Regulations.** The Association shall have the right in its absolute discretion to adopt, modify, amend and terminate at any time and from time to time Rules and Regulations for the use of the Common Areas, including the promulgation of written rules and the posting of traffic control devices and signs regulating the use of the streets, road and sidewalks. Such Rules and Regulations, and all provisions, restrictions, and covenants may be enforced by legal or equitable action of the Association or as otherwise set forth in the Rules and Regulations herein.
- 2.13. **Additional Easements by Owners.** No Owner other than Declarant shall have the right to grant any Easement upon any portion of the Property, including that Owner's Lot, to any person or entity.

- 2.14. **Assignment of Easement Rights.** All of the easement rights hereunder may be assigned by Declarant, in whole or in part, to any third party, including to the Association, by recording of a document assigning the same in the Public Records.

ARTICLE III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

- 3.1. **Membership in Association.** Every Owner of a Lot shall be a member (hereinafter "Member") of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Articles of Incorporation and the Bylaws of the Association are attached hereto and incorporated herein as Exhibits B and C respectively.
- 3.2. **Voting Rights in Association.** The Association shall have two classes of Voting Membership.
- 3.2.1. Class A. Class A Members shall be all Owners, with the exception of, until conversion from Class B Membership, the Declarant, and shall be entitled to one vote for each Lot owned by that Owner.
- 3.2.2. Class B.
- a. The Class B Member shall be the Declarant who shall be entitled to nine (9) votes for each Lot owned by the Declarant.
 - b. The Class B Membership shall cease and be converted to Class A Membership three (3) months after ninety percent (90%) of the Lots of the Property have been conveyed to Owners other than the Declarant. At such time, the Class B Member shall be deemed a Class A Member entitled to vote as set forth in paragraph 3.2.1 above. Notwithstanding the foregoing, if, as a result of additional property being annexed to the Property pursuant to paragraph 2.2, ninety percent (90%) of the Lots are no longer owned by Owners other than Declarant, the Class B Membership shall revive, and any Membership that was converted to Class A Membership shall be restored to Class B Membership and be entitled to vote pursuant to subparagraph a of paragraph 3.2.2 above; thereafter, the Class B Membership shall again be subject to the provisions of the first sentence of this paragraph.
- 3.2.3. Voting Procedures.
- a. A Member must vote all of its votes for one position and may not split its votes.
 - b. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. In the event not all of the Owners of a Lot can agree how to vote, no vote shall be cast for such Lot. The Association may conclusively rely on a vote cast by any of the Owners of a Lot as being authorized by all such Owners of such Lot unless the Association has been notified in writing to the contrary by one or more such Owners.

- 3.3. **Decisions by Association.** Except where this Declaration, the Articles, Bylaws or applicable law require a different percentage, all issues and questions shall be decided by a majority of the votes cast.

ARTICLE IV. ASSOCIATION DUTIES, ASSESSMENTS AND POWERS

4.1. **Maintenance.**

4.1.1. The Association shall administer, operate, maintain, repair and replace:

- a. Any portion of the Property, including Common Areas, which are to be maintained by or which are under the control of the Association as a result of any provision of this Declaration or any amendment or supplement to this Declaration, or as a result of a later conveyance to the Association: or
- b. Any other real property, even if it is not included in the Property, if the Association determines such administration, operation, maintenance, repair or replacement is appropriate in order to maintain an attractive appearance of the Property or the function of infrastructure benefiting the Property.

4.1.2. The Association shall assume all of Declarant's responsibility to the Water Management District or the County, and any other governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Areas or the Property including, but not limited to, roads, water distribution and wastewater collection systems (if any), and any Stormwater Management System, and shall indemnify and hold Declarant harmless with respect thereto. The Association shall not maintain, or assume any responsibility of Declarant concerning, the Club Property or any portion of the Stormwater Management System located on the Club Property.

4.1.3. Notwithstanding the foregoing, pursuant to paragraph 6.5, each Owner shall be primarily responsible for the maintenance, operation, and repair of any drainage swales on its Lot.

4.2. **Creation of the Lien and Personal Obligation for Assessments.** The Declarant for each Lot within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay Assessments to the Association, such Assessments to be established and collected as hereinafter provided. The Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a lien upon the Lot against which each such Assessment is made pursuant to paragraph 4.12. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment fell due.

4.3. **Purpose of Assessments and Lots Subject Thereto.**

4.3.1. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property, for the improvement and maintenance of the Common Areas, for the operation and payment of costs and expenses associated with the Association, and for such

other purposes as contemplated by this Declaration or approved by the Board of Directors.

4.3.2. The following Assessments shall or may be assessed against all Owners and their Lots (regardless of whether the Lots are Vacant Lots or Improved Lots):

- a. Capital Improvement Assessments
- b. Common Assessments
- c. Enforcement Assessments
- d. Special Assessments.

4.3.3. The following Assessments shall be assessed against Improved Lot Owners for their Improved Lots only:

- a. Basic Utility Assessments
- b. Landscape Maintenance Assessments
- c. Water/Sewer Assessments.

4.4. **Common Assessment.** The Board shall be authorized to assess each Owner, for the Owner's Lot, a Common Assessment in such amount as it shall determine necessary:

4.4.1. To pay Common Expenses.

4.4.2. To operate, maintain, repair, improve, reconstruct and replace the Common Areas, operate the Association, and perform other maintenance, repairs, or services authorized or permitted by the Declaration;

4.4.3. To install and maintain such safety devices and signs as the Board shall approve along any streets or walkways;

4.4.4. To mow Vacant Lots. Each Owner acknowledges that, by virtue of such activity, the value of all Lots is enhanced, and therefore the Association may perform such activity, and each Owner shall pay a Common Assessment therefor, regardless of whether the Owner's Lot is an Improved Lot or a Vacant Lot.

4.4.5. To provide for the installation, maintenance, repair, improvement and replacement of all improvements located within the easements granted to the Association; and

4.4.6. To otherwise achieve those purposes set forth in this Declaration, the Articles or Bylaws, as determined to be necessary or advisable by the Board, and to provide funds necessary to pay all Common Expenses.

4.5. **Landscaping Maintenance Assessment.** The Board shall be authorized to assess each Improved Lot Owner, for the Owner's Improved Lot, a Landscape Maintenance Assessment in such amount as it shall determine necessary to provide for the Association's maintenance of grass, landscaping, mulch and other ground cover located

on such Lots. Each Improved Lot Owner acknowledges that, by virtue of such maintenance, the value of all Improved Lots is enhanced, and that therefore each Improved Lot Owner shall be responsible for payment of the Landscaping Maintenance Assessment regardless of the type or amount of grass, landscaping, mulch or other groundcover located on its Improved Lot. The Landscape Maintenance Assessment shall not be assessed against any Vacant Lot Owner for its Vacant Lot.

4.6. **Basic Utility Assessment.** The Board shall be authorized to assess each Owner, for the Owner's Lot, a Basic Utility Assessment in such amount as it shall determine necessary to pay Basic Utility Services provided by the Cable Provider. The Basic Utility Assessment shall not be assessed against any Vacant Lot Owner for its Vacant Lot.

4.7. **Water/Sewer Assessment.** The Board shall be authorized to assess each Owner, for the Owner's Lot, a Water/Sewer Assessment in such amount as it shall determine necessary for the Association to provide Water/Sewer Services to the Improved Lots. The Water/Sewer Assessment shall be assessed only as long as the Association owns the water/sewer utility. The Water/Sewer Assessment shall not be assessed against any Vacant Lot Owner for its Vacant Lot.

4.8. **Fixed and Payment.**

4.8.1. The Common Assessment, Landscaping Maintenance Assessment, Basic Utility Assessment and Water/Sewer Assessment determined and allocated as set forth above, shall be fixed annually in January of each year, except, for the calendar year in which this Declaration is recorded, in which event such Assessments shall be fixed promptly after this Declaration is recorded. Such Assessments shall be payable in monthly installments or such other installments as the Board may approve.

a. The Board may, if it deems it necessary or appropriate, change the amount or method of payment of any Assessment after it has been determined and allocated.

b. Assessments against Vacant Lot Owners for their Vacant Lots, shall be payable pursuant to the schedule determined by the Board. Landscape Maintenance Assessments, Basic Utility Assessments and Water/Sewer Assessments shall commence on each Improved Lot in the first calendar month after which the Certificate of Occupancy for the Dwelling Unit on the Improved Lot is issued.

4.8.2. Notwithstanding the foregoing, for so long as Declarant is a Class B Member, the Declarant shall have the option, in its sole discretion, to (i) pay Common Assessments, Landscaping Maintenance Assessments, Basic Utility Assessments and Water/Sewer Assessments on the Lots owned by it, or (ii) not to pay any such Assessments on any Lots and in lieu thereof to fund any resulting deficit in the Association's operating expenses not produced by such Assessments receivable from Owners other than the Declarant. The deficit to be paid under option (ii), above, shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Association (including, without limitation, the aforementioned Assessments, interest, late

charges, fines, rent and incidental income) and any surplus carried forward from the preceding year(s). The Declarant may from time to time change the option stated above under which the Declarant is making payments to the Association by written notice to such effect to the Association. When all Lots within the Property are sold and conveyed to purchasers, other than the Declarant, the Declarant shall have no further liability of any kind to the Association for the payment of the aforementioned Assessments, deficits or contributions.

- 4.9. **Special Assessments.** In addition to the Common Assessment authorized above, the Board may levy, in any assessment year, a Special Assessment applicable to that year for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, or within the easements granted to the Association, including fixtures and personal property related thereto.
- 4.10. **Uniform Rates of Assessment.** Subject to the Declarant's rights under paragraph 4.8.2:
- 4.10.1. The Common Assessment and any Special Assessment must be fixed at uniform rates for all Lots.
- 4.10.2. The Landscape Maintenance Assessment and Water/Sewer Assessment must be fixed at uniform rates for all Improved Lots.
- 4.10.3. The Water/Sewer Assessment may be fixed at a uniform rate for all Improved Lots or may fluctuate based upon consumption or usage of Water/Sewer Services.
- 4.11. **Notice for Assessments.** An Assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered or electronically transmitted to the Members and posted conspicuously on the Property or broadcast on closed-circuit cable television not less than fourteen (14) days before the meeting.
- 4.12. **Monetary Defaults and Collection of Assessments.**
- 4.12.1. Late Fees and Interest. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten (10%) percent of the amount of the Assessment, or Ten (\$10.00) Dollars, whichever is greater, plus interest upon the unpaid Assessment at the highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association.
- 4.12.2. Acceleration of Assessments. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to prepay to the Association all Assessments for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any

increases in the Common Assessments, and for all other Assessments payable to the Association.

- 4.12.3. Lien for Assessments. The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' fees and costs incurred by the Association incident to the collection of the Assessments or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a lien in the public records in the County, stating the legal description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owed to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.
- 4.12.4. Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Owner whose Lot is subject to the lien shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, or foreclosure of the Association's lien, including reasonable attorneys' fees and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.
- 4.12.5. Subordination of Lien. The lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage of record held by an Institutional First Mortgagee. Any person who obtains title to a Lot pursuant to the foreclosure of a first mortgage of record held by an Institutional First Mortgagee, or any Institutional First Mortgagee who accepts a deed to a Lot in lieu of foreclosure of such a mortgage, shall not be liable for any Assessments or for other monies owed to the Association which are chargeable to the former Owner of the Lot and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid Assessments or other monies are, however, Common Expenses collectable from all of the Owners, including such acquirer and its successors and assigns, in future Assessments. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments as may be assessed to the Owner's Lot. Any person who acquires a Lot, except through foreclosure of a first mortgage of record held by an Institutional First Mortgagee or a deed to a Lot in lieu of foreclosure of such a mortgage, shall be liable for all unpaid Assessments and other monies due and

owing by the former Owner to the Association; provided, however, that this obligation shall not be applicable to loans insured by the Federal Housing Administration or guaranteed by the Veterans Administration, if the applicable statutes, rules or regulations of the FHA or VA prohibit such liability.

- 4.12.6. **Application of Payments.** Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the Association incidental to the collection of Assessments and other monies owed to the Association by the Owner or for the enforcement of its lien; next towards interest on any Assessments or other monies due to the Association, as provided herein; and next towards any unpaid Assessments owed to the Association in the inverse order that such Assessments were due.
- 4.13. **Non-Monetary Defaults.** In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees, of any of the provisions of this Declaration, the Articles, the Bylaws or the Rules and Regulations (other than the non-payment of any Assessment or other monies), the Association shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured or if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within seven (7) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option take any one or all of the following actions:
- 4.13.1. Impose a fine pursuant to paragraph 4.14 of this Declaration;
- 4.13.2. Impose an Enforcement Assessment pursuant to paragraph 4.15 of this Declaration;
- 4.13.3. Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;
- 4.13.4. Commence an action to recover damages; or
- 4.13.5. Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the ARB, or performing any maintenance required to be performed by this Declaration. All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be assessed against the applicable Owner as an Enforcement Assessment and shall be due upon written demand by the Association. The Association shall have a lien for any such Enforcement Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Enforcement Assessment, and the Association

may take such action to collect such Enforcement Assessment or foreclose such lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall be effective from and after the recording of a claim of lien in the Public Records of Marion County.

- 4.14. **Fines and Suspension.** In addition to all other remedies provided in this Declaration, the Association, in its sole and absolute discretion, may levy a fine upon an Owner or any tenant, guests or invitees, or suspend the enjoyment rights and easements of an Owner or any tenant, guests or invitees as to the Common Areas, for failure of the Owner, its family, guests, agents, lessees, licensees, invitees, tenants, or employees to comply with any provision in this Declaration, the Articles, the Bylaws, or the Rules and Regulations, and for failure to pay to or reimburse the Association for any sums owed by an Owner to the Association under this Declaration, provided that following procedures are followed:

- 4.14.1. The Association shall notify the Owner of the non-compliance. The written notice delivered by the Association to the Owner shall provide at least 14 days notice of the date, time, and place where the Owner shall present evidence as to why the fine or suspension should not be imposed.
- 4.14.2. All evidence and information concerning the non-compliance shall be presented to the Association or, if required by Florida law (currently codified as Section 720.305, Florida Statutes), to a committee composed in accordance with Florida law, at the time and place provided in the notice, at which time a hearing can be conducted for the purposes of obtaining evidence as to the levying of a fine or imposition of a suspension in the event it is determined that a violation has in fact occurred. A written decision of the Association or committee shall be submitted to the Owner not later than 45 days after the hearing, in which decision, if the Association or committee determines that a violation has occurred, a fine may be levied, or a suspension may be imposed, by the Association or the committee.
- 4.14.3. For each occurrence of a violation, the Association or the committee may impose a fine in any amount not in excess of the amount permitted by Florida law for a non-continuing violation, or the amount permitted by Florida law for a continuing violation for so long as such violation remains, against the Owner of the Lot. For purposes of Section 720.305(2), Florida Statutes, fines are not limited by this Declaration to \$1,000.00 in the aggregate, and hence may exceed such amount.
- 4.14.4. A fine shall be due and owing not later than 10 days after submission of the written decision as provided above.
- 4.14.5. Any fine may be enforced by the Association in the same manner as the enforcement of any Assessment provided for in this Declaration, except that the fine shall not constitute a lien on the Owner's Lot.
- 4.14.6. The provisions of this paragraph 4.14 do not permit the imposition of suspensions or fines upon an Owner because of the failure of the Owner to pay Assessments or other charges when due.

4.15. Enforcement Assessment.

- 4.15.1. The amount of any Enforcement Assessment shall be determined by the Board. Any Enforcement Assessment shall be imposed by written notice to the Owner or tenant, signed by an officer of the Association, which shall state the amount of the Enforcement Assessment, the violation for which the Enforcement Assessment is imposed, and shall specifically state that the Owner or tenant has the right to contest the Enforcement Assessment by delivering written notice to the Association within ten (10) days after receipt of the notice imposing the Enforcement Assessment. If the Owner or tenant timely and properly objects to the Enforcement Assessment, the Board shall conduct a hearing within thirty (30) days after receipt of the Owner's or tenant's objection, and shall give the Owner or tenant not less than ten (10) days' written notice of the hearing date. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the Enforcement Assessment imposed is appropriate. The Owner or tenant shall have the right to attend the hearing and to produce evidence on its behalf. The Board shall ratify, reduce or eliminate the Enforcement Assessment and shall give the Owner or tenant written notice of its decision.
- 4.15.2. Any Enforcement Assessment shall be due and payable within (10) days after written notice of the imposition of the Enforcement Assessment, or if a hearing is timely requested, within ten (10) days after written notice of the Board's decision. Any Enforcement Assessment levied against an Owner shall be deemed an Assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable. If any Enforcement Assessment is levied against a tenant and is not paid within ten (10) days after it is due, the Association shall have the right to evict the tenant or to foreclose the Enforcement Assessment.
- 4.15.3. The Association shall have a lien for any Enforcement Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Enforcement Assessment, and the Association may take such action to collect such Enforcement Assessment or foreclose such lien as in the case and in the manner of any other Assessment as provided above.
- 4.16. **Negligence.** An Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repairs or replacement rendered necessary by its act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot or Dwelling Unit or the Common Areas.
- 4.17. **Responsibility of an Owner for Occupants, Tenants, Guests and Invitees.** Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in its Dwelling Unit, and for all employees, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Enforcement Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore,

any violation of any of the provisions of this Declaration, of the Articles, the Bylaws or the Rules and Regulations, by any resident of any Dwelling Unit, or any guest or invitee of an Owner or of any resident of a Dwelling Unit shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

- 4.18. **Right of Association to Evict Tenants, Occupants, Guests, and Invitees.** With respect to any tenant or any person present in any Dwelling Unit or any portion of the Property, other than an Owner and the members of its immediate family permanently residing with it in the Dwelling Unit, if such person shall materially violate any provision of this Declaration, the Articles, the Bylaws or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such person shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner as an Enforcement Assessment, and the Association may collect such Enforcement Assessment. The foregoing shall be in addition to any other remedy of the Association.
- 4.19. **No Waiver.** The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles, the Bylaws or the Rules and Regulations, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or condition in the future.
- 4.20. **Rules and Regulations.** The Association may from time to time promulgate such rules and regulations ("Rules and Regulations") consistent with this Declaration as it may deem to be in the best interest of the Owners. A copy of all of the Rules and Regulations established hereunder and any amendments thereto shall be made available to all Owners. Such Rules and Regulations may be enforced by legal or equitable action of the Association, or as otherwise set forth herein.
- 4.21. **Certificate of Assessment.** Upon written demand, the Association shall furnish a certificate in writing signed by an officer of the Association to any Owner liable for an Assessment levied by the Association. The certificate shall state whether such Assessment has been paid and shall be conclusive evidence of payment of any Assessment therein stated to have been paid.
- 4.22. **Exempt Property.** The following property subject to this Declaration shall be exempted from any Assessment, Fine, charge or lien created herein:
- 4.22.1. Any parcel of property which serves exclusively as an easement (but excluding easements located on Lots) or which is dedicated and accepted by a local public authority and devoted to public use.
- 4.22.2. All Common Areas (except those located on or contained within Lots).

ARTICLE V. USE RESTRICTIONS

- 5.1. **Use Restrictions.** The use restrictions contained in this shall apply uniformly to all Lots and Dwelling Units on the Property, except as expressly set forth herein.
- 5.2. **Residential Use Only; No Mobile Homes.**
- 5.2.1. No Lot shall be used for any purpose except for residential. The term "residential" is intended to prohibit any commercial or institutional use, including professional office use of any portion of any Lot or Dwelling Unit. The foregoing shall not prohibit the Declarant, or contractors approved by Declarant, from using Dwelling Units as models or offices or other purposes.
- 5.2.2. No mobile homes, manufactured homes or similar structures shall be permitted on the Property.
- 5.3. **ARB Approval.**
- 5.3.1. Composition of Architectural Review Board.
- a. The Declarant, acting in its own name, shall constitute the Architectural Review Board (referred to herein as "ARB").
- b. At such time as Declarant in its own absolute discretion shall determine, the Association may create a committee which shall thenceforth be and constitute the ARB. In the event that any member of such committee resigns or becomes unable to serve thereon, the Association shall appoint its successor. The Club Owner shall, at all times, be entitled to appoint one member of the ARB, to remove members so appointed, and to appoint replacement members; if there is more than one Club Owner, the Club Owner that owns the Golf Course shall be entitled to exercise these powers.
- 5.3.2. Review by ARB. In order to enhance, maintain, and preserve values of the Property and all Lots located therein, no building, fence, wall, patio, paved area, pool or pool enclosure, or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained upon the Property including any Lot located therein, nor shall any exterior change, alteration, modification, addition or deletion be made to any improvement or structure on a Lot nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements except by Declarant until the plans and specifications showing the nature, kind, height, materials, color selection, and location of the same (including the location of a Dwelling Unit on a Lot) shall be submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the ARB and until the ARB has received assurance acceptable to it that any damage to the Property as a result of such additions or alterations will be repaired in a timely fashion. The ARB will review such information to determine harmony of exterior design, color and location in relation to the surrounding structures and topography. The ARB may condition its approval on proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to

approving or disapproving material submitted. The ARB may also issue guidelines setting forth procedures for the submission of plans and specifications submitted for its review as it deems proper including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Upon receipt by the ARB of a complete set of required plans and specifications and other documents required hereunder, the ARB shall have thirty (30) days after delivery to approve or reject any such plans, and if not approved in such thirty (30) day period, such plans shall be deemed approved. The ARB's approval or disapproval as required in these covenants shall be in writing. All changes and alterations shall be subject to all applicable permit requirements and all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

- 5.3.3. Scope of Review. The proposed improvements will be approved if, in the reasonable opinion of the ARB: (a) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (b) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (c) the improvements will not result in the reduction in property value or use of adjacent property; (d) the individual or company intended to perform the work is acceptable to the ARB; and (e) it appears the improvements will be substantially completed, including all cleanup, within fourteen (14) months of issuance of a building permit.
- 5.3.4. No Liability. Neither the Declarant, the Association or the ARB, nor any of their members, directors or officers of the Association, shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of, or in any way connected with, performance or nonperformance of the ARB.
- 5.3.5. Approval Not to be Construed as Waiver. The approval by the ARB of any proposal or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatsoever subsequently or additionally submitted for approval or consent.
- 5.3.6. ARB Expenses. The members of the ARB shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.
- 5.3.7. Inspection by Architectural Review Board. Inspection of work and correction of defects therein shall proceed as follows:
- a. Upon completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the ARB.
 - b. Within thirty days thereafter the ARB or its duly authorized representatives may inspect such work. If the ARB finds that such work has not been done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such thirty-day period, specifying the particulars of noncompliance. The thirty-day period shall not commence

to run until the ARB receives a notice of completion from the Owner. The ARB may, in its discretion, inspect the work while the same are being made or constructed or upon completion and notify the Owner of noncompliance even if the Owner has not given the ARB notice of completion.

- c. If a noncompliance exists, as determined in the sole and absolute discretion of the ARB, the ARB shall notify the Owner to remedy or remove the same within a period of not more than thirty days from the date of delivery to such Owner of notice of the ARB's determination of noncompliance. The Owner shall be obligated to comply with such notice, and if the Owner does not comply with such notice within such period the Association, at the option and direction of the ARB, may, in addition to all other remedies available at law or equity, remove the noncomplying work or remedy the noncompliance and the Owner shall reimburse the Association after delivery by Association to the Owner of written notice thereof for all expenses incurred in connection therewith. If such expenses are not paid by the Owner to the Association within fifteen days after such notice, the Association may levy a Enforcement Assessment against such Owner for reimbursement, which Enforcement Assessment shall constitute a lien on the Owner's Lot and shall be collectible as set forth in this Declaration.
- d. If for any reason the ARB fails to notify the Owner of any noncompliance within thirty days after receipt of such written notice of completion from the Owner, the work shall be deemed to have been made in accordance with approved plans.
- e. If an Owner does not obtain the approval of the ARB as provided herein, and proceeds to make any improvements on a Lot which require ARB approval, the ARB upon actual discovery of such work may, within thirty days of such discovery, approve them as being in accordance with the requirements for approval, or the ARB may within such thirty-day period notify the Owner in writing of the noncompliance of the work, in which case the ARB shall then proceed as is provided in subparagraph c of paragraph 5.3.7.

5.3.8. Variances. The ARB may authorize variances from compliance with the architectural provisions, and all other restrictions of Article V of this Declaration when circumstances such as: topography; natural obstructions; hardship; aesthetic or environmental considerations; lack of impact on other Owners; or governmental regulation require. Such variances must be evidenced in writing. If such variances are granted in writing and approved in writing by the ARB, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning ordinances and set-back requirements or requirements imposed by any governmental or municipal

authority, nor shall it be deemed to have to obtain a variance from other architectural committees having jurisdiction.

5.3.9. Exemption of Declarant. The Declarant shall be exempt from the provisions of this Article V. and all subparts thereof with respect to improvements, alterations and additions which Declarant determines to make in the Property and this exemption shall apply whether such improvements are to Lots, the Common Areas, roads, or any other areas of the Property. Any Institutional First Mortgagee advancing funds to the Declarant for the construction of such improvements shall succeed to the exemption of Declarant set forth herein for the purpose of completing the work funded.

5.3.10. Non-Conforming Structures. If there shall be a material deviation from the approved plans in the completed work, such work shall be in violation of this paragraph 5.3 to the same extent as if erected without prior approval of the ARB. The Association, ARB or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming work and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

5.4. **Dwelling Units.**

5.4.1. Minimum Square Footage. The ground floor of any single story Dwelling Unit erected on a Lot shall not be less than 1850 square feet of living area. A two-story Dwelling Unit shall have a minimum of 2000 square feet of living area, with a minimum first floor living area of 1400 square feet; provided, however, no two-story Dwelling Units may be built without ARB approval. Living area must be heated and cooled and excludes garages, open porches, decks, and atriums, whether or not heated and cooled. The main roof shall have not less than a 6/12 pitch and the fascia shall have a minimum width of 5 1/2 inches.

5.4.2. Height of Structures. No Dwelling Unit may exceed two stories in height.

5.4.3. Garages. Each Dwelling Unit shall have an attached garage designed for storage of at least two (2) automobiles. Garages must be maintained operational for the storage of automobiles, boats, or other motor vehicles. Garage doors shall be opaque, and shall remain closed except when in actual use to allow ingress and egress into the garage. No carports (i.e. car shelters open on one or more sides) are permitted.

5.4.4. Exterior Paint. No paint may be used on the exterior of any Dwelling Unit in a color other than the color of exterior paint used in the original construction of the Dwelling Unit, without the prior written consent of the ARB.

5.4.5. Allowable Trim and Decoration. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, except small exterior decorations such as address plates and name plates, which shall not exceed the sign limitations set forth in paragraph 5.7.6, without the prior written consent of the ARB. All other outside decorations and ornaments, whether affixed to the Dwelling Unit or placed elsewhere on the Lot, are prohibited, unless approved by the ARB. This restriction shall not apply to seasonal decorations from two weeks

prior to the holiday to which the decorations are related until one week after such holiday.

- 5.4.6. Window Tinting. No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the ARB.
- 5.4.7. Unit Air Conditioners. No air conditioning units may be mounted through windows or walls unless the location, method of installation and appearance has been approved in writing by the ARB. It is the intention of this provision to authorize the ARB to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds. All other air conditioning units, and all emergency generators, shall be located in the Rear Yard and shall be effectively screened by plant matter or opaque fencing approved by the ARB.
- 5.4.8. Construction on Lots. All exterior construction and landscaping of any Dwelling Unit shall be completed before any person may occupy the same. All construction on any Dwelling Unit shall be completed within fourteen (14) months from the issuance of the building permit for that Dwelling Unit. All construction on any Lot shall be at that Lot Owner's risk and that Lot Owner shall be responsible for any damage to Common Areas, utilities, public rights-of-way, sidewalks, or curbing resulting from construction on such Lot. Repairs of construction damage must be made within thirty (30) days. No construction on any Lot may interfere with traffic flow on roads within the Property.
- 5.4.9. Set-back Requirements and Building Location. All Dwelling Units shall be set back at least as far as required by the applicable building and zoning codes, or any setbacks as shown on the face of the Plat.
- 5.4.10. Number of Dwelling Units; No Further Subdivision. Only one Dwelling Unit may be erected on each Lot. No Lot may be subdivided, except to increase the size of an Owner's property upon which no more than one (1) Dwelling Unit is constructed.

5.5. Other Improvements, Structures, etc.

- 5.5.1. Temporary or Accessory Structures. No portable, storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the ARB; provided, however, this prohibition shall not apply to such facilities used by the Declarant or a licensed contractor during the construction of any Dwelling Unit.
- 5.5.2. Restrictions on Walls, Fences or Hedges.
 - a. No wall or hedge shall be erected, placed, altered, maintained, or permitted to remain on any Lot unless and until the height, type, location, and surrounding landscaping have been approved by the ARB. No wall may be painted or altered in appearance from the appearance approved by the ARB without subsequent ARB approval. All hedges must be neatly trimmed.

- b. No fences shall be permitted on any Lot except as may be required by law (e.g., around swimming pools) in which case the fence is subject to ARB approval.
- 5.5.3. Screen Porches. Any screen porch must be appropriately colored (e.g. black brown color screen. No raw aluminum or screens or frames are permitted).
- 5.5.4. Flagpoles. No flagpoles may be constructed or installed on any Lot. This shall not prohibit the display of flags pursuant to Florida law (currently codified at Sections 720.304(2) and 720.305(3), Florida Statutes) on a flagpole (with a maximum length of six feet) that is attached to a Dwelling Unit.
- 5.6. **Maintenance; Landscaping**
- 5.6.1. Vacant Lots. Each Owner of a Vacant Lot shall keep such Lot free of trash and debris. The Association shall have the right, but not the duty, to provide such maintenance to vacant Lots, after ten (10) days notice to the Owner of a vacant Lot to perform such maintenance and failure by the Owner to perform such maintenance and shall be entitled to make a Enforcement Assessment against the Owner of the Dwelling Unit for the costs of such repairs. Such Assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other Assessment by the Association. As set forth in paragraph 4.4.4, the Association shall mow the Vacant Lots.
- 5.6.2. Lot Maintenance. Each Owner shall maintain its Lot and all improvements thereon in a clean, neat and attractive condition; and shall keep its Lot free of any accumulation of junk, trash, inoperable vehicles, used construction materials, equipment, childrens' toys, or any other unsightly objects. The Association shall have the right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after ten (10) days written notice to an Owner of a Dwelling Unit to perform maintenance and failure by the Owner to perform such maintenance. Any and all costs incurred by the Association in performing repairs and maintenance under this paragraph shall be paid out by the Owner. If the Owner fails to pay, then the Association shall have the right to impose an Enforcement Assessment against such Owner to pay for the cost of repairs and replacements. Such Assessment shall in every respect constitute a lien on the Lot as would any other Assessments by the Association. The Association shall have the right to enter upon any Lot or upon the exterior of any Dwelling Unit for the purpose of providing repairs and maintenance as provided in this Declaration, and any such entry by the Association or its agent shall not be deemed a trespass. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Association will exercise its right to enter the Property pursuant to this paragraph.
- 5.6.3. Landscape Maintenance. The Association shall maintain all grass, landscaping, mulch and other ground cover located upon any Improved Lot, and shall have the right to access any Improved Lot for such purpose. Such obligation and right includes the right of the Association to mow, remove, clear, cut, prune, fertilize or treat for pests any grass, mulch, landscaping or other ground cover. No Owner shall perform any such activities except as expressly permitted by the

Association in writing; if an Owner is permitted to perform such activities, such performance shall not reduce the Landscape Maintenance Assessment for the Owner's Lot or relieve the Owner from paying such Landscape Maintenance Assessment.

- 5.6.4. Interior Maintenance. Each individual Owner shall have the responsibility to maintain the interior of their respective Dwelling Unit. In the event the interior of such Dwelling Unit is damaged in such fashion so as to create a health or safety hazard to adjoining Dwelling Units or to create a nuisance and such damage is not repaired within thirty (30) days from the occurrence of the damage, then in such an event, the Association shall have the right to make reasonable repairs, after at least ten (10) days written notice to the Owner of the extent of the repairs and when they will be made, to the interior of such Dwelling Unit or take steps to secure the Dwelling Unit to remove or correct the health or safety hazard and shall be entitled to make a Enforcement Assessment against the Owner of the Dwelling Unit for the costs of such repairs. Such Assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other Assessment by the Association.
- 5.6.5. Reconstruction of Damaged Improvements. Each Owner shall be required to reconstruct or repair any Dwelling Unit destroyed by fire or other casualty, whether or not such destruction shall have been an insured loss. If an Owner fails to repair or reconstruct a damaged Dwelling Unit, the Association may, at its sole discretion, repair or reconstruct the Dwelling Unit and return the Lot to its original condition and charge Owner all costs of repair or replacement. The plans and specifications for the repair or reconstruction of such Dwelling Unit must be approved by the ARB. Such costs for repair or replacement will become a lien on the Lot and if not paid within fifteen days, after written notice thereof is delivered to the Owner by Association, the Association may levy an Enforcement Assessment upon such Owners' Lot
- 5.6.6. Grassed Areas and Yards. All Lots shall, upon completion of a Dwelling Unit and prior to any person occupying the Dwelling Unit, be fully landscaped and grassed in accordance with plans submitted to, and approved by, the ARB. The entire yard shall be sodded with St. Augustine grass. Each Owner shall maintain all property lines between the Owner's Lot and the pavement of any paved street, including culverts. The lawn shall be comprised of grass only. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Dwelling Unit, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Dwelling Unit. As set forth in paragraph 5.6.3, the Association shall maintain all grass, landscaping and other groundcover located upon any Improved Lot.
- 5.6.7. No Irrigation Wells. No Owner shall drill or operate an irrigation well unless expressly approved in writing by the Association. This paragraph shall not apply to Declarant or the Club Owner.

5.7. Miscellaneous Restrictions.

- 5.7.1. Restriction on Activity. No noxious or offensive activity shall be conducted or permitted to exist upon any Lot or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot or Common Areas shall be used for purposes of vehicle repair or maintenance, other than routine maintenance on a Lot such as oil changes or tune-ups of vehicles owned by the Owner.
- 5.7.2. Livestock and Animal Restrictions. No animal shall be kept or maintained on any Lot except conventional household pets (dogs, cats, birds or fish) and only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Lots; in no event shall more than three (3) pets be kept or maintained on any Lot. The ARB shall have the exclusive authority to determine whether the number (if three or less) of pets, and manner of keeping pets, constitutes a hazard, nuisance, or annoyance to the Owner of adjacent Lots. Such permitted animals shall be kept on the Owner's Lot and shall not be allowed off the premises of the Owner's Lot except under restraint and in the company of the Owner, a member of the Owner's family, a tenant of the Lot, or employees or agents of the foregoing. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners. Each Owner shall immediately remove and dispose of any pet waste deposited on Common Area.
- 5.7.3. Garbage, Trash Containers and Burning. Each Owner shall utilize garbage and trash containers that are underground or in enclosures not visible from street or adjoining Lot, except during those hours designated for garbage and trash collection. No person shall burn any rubbish, leaves or trash on any Lot; provided, however, Developer reserves the right to burn debris as a result of clearing of any portion of the Property subject to obtaining necessary burn permits.
- 5.7.4. Clotheslines. No exterior clotheslines or drying areas shall be permitted.
- 5.7.5. Exterior Antennas; Satellite Dishes. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Lot or Dwelling Unit thereon, except that satellite dishes of less than eighteen (18) inches in diameter may be installed on Dwelling Units if approved, including as to location, by the ARB.
- 5.7.6. Signs. No commercial sign or other sign shall be erected or maintained on any Lot or Dwelling Unit within public view except as may be required by legal proceedings. The ARB will not grant permission for such signs unless their erection is reasonably necessary to avert serious hardship to the Owner. Such prohibition shall apply to commercial real estate signs advertising a particular Lot or Dwelling Unit for sale or for rent, except that a single commercial real estate sign not exceeding 18" x 30", may be displayed on any Lot without the prior permission of the ARB. Property identification and like signs exceeding a combined total of more than one (1) square foot may not be erected (or affixed to a Dwelling Unit) without the written permission of the ARB. Campaign or political signs are permitted so long as the same do not exceed 18 inches by 30

inches. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Dwelling Unit.

- 5.7.7. Vehicles. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle, shall be parked or maintained on any Lot or public right-of-way, except in an enclosed garage. No commercial vehicle of any kind shall be permitted on any Lot at any time except: (a) vehicles owned by the Lot Owner not exceeding three-quarter tons, and then only if such vehicles are parked in the garage; or (b) vendors providing temporary services to the Lot Owner. All private passenger vehicles shall be parked within an enclosed garage unless all spaces for private passenger vehicles within the enclosed garage are occupied by a private passenger vehicle, commercial vehicle, recreational vehicle, camper, trailer, or boat. All vehicles parked within the Lot must be in good condition, and no vehicle which is unlicensed or uninsured, or which cannot operate on its own power, shall remain within the Lot for more than 24 hours. No major repairs of any vehicle shall be made on any Lot. Overnight on-street parking is prohibited. No vehicles may be parked in the Yard of a Lot (other than on the Lot's driveway) or on an adjoining Lot.
- 5.7.8. Recreational Equipment. All outside recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, are subject to approval, as to type and location, by the Association (which may delegate such responsibility to the ARB). Any other recreational equipment shall be kept within the Dwelling Unit except when in use, except for a single portable basketball pole and hoop which may be erected adjacent to the driveway serving the Dwelling Unit and which must be removed when not in use.
- 5.7.9. Pools. No aboveground pools are permitted within the Property. All in-ground pools shall include a patio constructed of pavers or stamped concrete extending from the Dwelling Unit and completely surrounding the pool and shall be located in the Rear Yard. All pool enclosures, including screening, shall comply with applicable law and are subject to approval by the ARB.
- 5.7.10. Storage. No items may be stored on a Lot outside a Dwelling Unit or approved building including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. All tools, supplies, mowers, and equipment, including garden hoses and sprinklers, shall be stored by an Owner out of view, except when in use.
- 5.7.11. Household Garbage and Yard Trash. The Association shall be responsible for selecting a garbage franchisee that will be contracted on an annual basis or subject to annual review with an annual termination provision for unsatisfactory service. The Association will contract with only one garbage franchisee to service the Property and each Dwelling Unit must use and pay for garbage services provided by the garbage franchisee selected by the Association or must personally transport trash and garbage to a landfill or garbage box. So long as the Association has contracted with a garbage franchisee, no Lot Owner may use any

other third party garbage franchisee to haul garbage or trash from that Owner's Lot, except for the removal of lawn waste by a tree removal or landscaping service. No Lot or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in covered sanitary containers in the garage, or at the rear of the Dwelling Unit out of sight from the street within an approved fenced area. On those days and only on those days when garbage pickup or trash pickup are made at the Lot, the Owners shall place their garbage (bagged and tied) on their Lot and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. All receptacles will be removed from the curbside not later than sundown of the day of pickup. In the event trash or garbage must be collected from a receptacle servicing more than one Lot to meet the requirements of a collection company or agency, all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle. In no event shall trash or garbage be placed outside the receptacle. Nothing contained herein shall prohibit the Declarant, or any builder of a Dwelling Unit, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this paragraph, on a Lot or on the Property during construction of improvements to the Property or construction of a Dwelling Unit.

5.7.12. Containers and Fuel Tanks. All garbage and trash containers, bottled gas tanks and water softeners shall be located in the garage or, if not permitted by applicable ordinances, in the Rear Yard adjacent to the Dwelling Unit and shall be installed underground or within a walled-in area which is not visible from any street or adjoining property. Any such walled-in area shall be constructed in such a manner as to be inaccessible to dogs or other animals and shall be in form and of a material approved by the ARB.

5.7.13. Plants and Gardens.

- a. The type and location of all plants planted on Lots and visible from the Golf Course are subject to approval by the Association (which may delegate this responsibility to the ARB).
- b. Vegetable gardens may be grown only in the Rear Yard, and the cultivation and maintenance of poisonous and illegal plants is prohibited.

5.7.14. Lighting. All exterior lighting on any Lot or Dwelling Unit must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Property except the Lot upon which the lighting is erected. The ARB shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, the Association, or any governmental entity.

5.7.15. Driveways. All driveways shall be constructed of concrete, brick, or ornamental pavers, and shall extend from the pavement of a street adjacent to the Lot to the garage constructed on the Lot. Driveways shall not be painted unless approved by ARB.

5.7.16. Water and Sewer. Each Lot will be serviced by the Water/Sewer Utility.

5.7.17. Mail Boxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an Owner unless the size, location, design, and type of material for such boxes or receptacles shall have been approved by the ARB and such box shall display only the name of the Owner and the street number of the Lot. Alternatively, the Declarant or the ARB may select a common mail box to be used by all Owners. Nothing may be added or attached to the mail box, paper box, or post supporting the same, including without limitation, flags, signs, flowers, decorations or license plates. No boxes for newspapers shall be permitted.

5.7.18. Utilities and Other Services.

- a. No Owner shall contract for or accept service from any refuse and garbage collection service, cable television or master antenna service, or electric, gas, water, sewage disposal or similar service or utility system except those designated or approved by the Association from time to time.
- b. As of the date of recording of this Declaration, the Association has entered into a contract with the Cable Provider for the provision of cable television, telephone, Internet and security services.
 - 1). Owners shall utilize the Basic Utility Services as provided by Cable Provider, and shall pay the Basic Utility Assessment therefor.
 - 2). Each Owner that obtains cable television, telephone or Internet services in addition to the Basic Utility Services shall obtain them from Cable Provider and shall pay the Cable Provider directly therefor.

5.7.19. Tree Removal Restrictions. No living tree larger than three inches (3") in diameter at two feet (2') above ground level, shall be cut down, destroyed or removed from the Property without the prior approval of the ARB.

5.8. **Club Facility.** No Owner, by virtue of ownership of any Lot, whether or not contiguous to the Club Property, shall have any right of access, entry or other use of the Club, which is a privately owned club; rather, such right of access, entry or other use of the Club shall be solely by virtue of the Owner's Club Membership. While Owners shall have the right of quiet enjoyment to their Property, there shall be no activity on any Lots contiguous to the Club Property, or any other portion of the Property located within a distance of 100 feet from the boundary of the Club Property, that unreasonably disturbs golf or tennis play, or the enjoyment of the Club by members and guests thereof, including, without limitation, undue noise, unsightly trash and debris, or any other noxious or offensive activity. Typical noises and activities associated with normal construction activities on Lots shall be permitted.

5.9. **Leases.**

5.9.1. All leases of a Dwelling Unit shall be restricted to residential use. All leases shall be in writing and shall provide that the Association shall have the right to

terminate the lease upon default by the tenant in observing any provisions of this Declaration. Each lease shall contain the following provision (or, if it does not, the following language shall be deemed incorporated in the lease by reference):

The tenant hereby acknowledges that this lease is subject to the Amended and Restated Declaration of Covenants and Restrictions for Juliette Falls, that tenant has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to tenant including, without limitation, termination of this lease without further notice, and personal liability of tenant and lessor for damages, including reasonable attorneys fees.

- 5.9.2. In the event a tenant or a tenant's invitee, guest, or licensee of a Dwelling Unit occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than three months. The Declaration shall have the right to collect attorney's fees against any occupant or tenant and the Owner of the Dwelling Unit in the event that legal proceedings must be instituted against such occupant or tenant for its eviction or for enforcement of the Declaration.
- 5.10. **Preferred Builders.** No construction (including, without limitation, staking, clearing, excavating, grading and other site work, construction of improvements (including Dwelling Units), exterior alteration or modification of existing improvements, and planting or removal of plants) shall take place by any contractor, builder or individual other than a person or entity on Declarant's list of approved builders, which list may change from time to time. A current list of approved builders shall be provided to each Owner at the time of a sale of a Lot, or subsequent thereto upon the request of such Owner. Declarant reserves the right to approve any non-approved builder in its sole and absolute discretion, and further reserves the right to abolish the approved builder program at any time, in its sole and absolute discretion. At the time of the recording of this Declaration, Midas Construction Company, a Florida corporation, is the sole approved builder and nothing set forth herein shall require Declarant to approve any additional builders (though Declarant may do so in its sole discretion).

ARTICLE VI. STORMWATER MANAGEMENT SYSTEM

- 6.1. **Generally.** The provisions of this Article concerning the Stormwater Management System shall prevail over any conflicting provision in this Declaration to the extent of the conflict.
- 6.2. **Duties of Association.** The Association shall be responsible for the maintenance, operation and repair of the portions of the Stormwater Management System that constitute Common Area, and the Club Owner shall be responsible for the maintenance, operation and repair of all other portions of the Stormwater Management System. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Water Management District. Any repair or reconstruction of the Stormwater Management System shall be as permitted or, if modified, as approved by the Water Management District.

- 6.3. **Enforcement.** The Management District shall have the right to take enforcement measures, including a civil action for injunction or penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System.
- 6.4. **No Construction Activities in Stormwater Management System.**
- 6.4.1. No construction activities may be conducted relative to any portion of the Stormwater Management System, except as necessary and appropriate to construct and maintain the Stormwater Management System. Prohibited activities include, without limitation and except as necessary and appropriate to construct and maintain the Stormwater Management System: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Stormwater Management System.
- 6.4.2. If the Water Management System includes a wetland mitigation area, as or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Water Management District in the Environmental Resource Permit may be conducted without specific written approval from the District.
- 6.5. **Drainage Easement Maintenance.**
- 6.5.1. The Declarant has constructed a Stormwater Management System, including drainage swales or berms, upon portions of certain Lots depicted as "Drainage Easements" for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time.
- 6.5.2. Each Owner of the Lot upon which a portion of the Stormwater Management System is located shall be responsible for maintenance, operation, and repair of any drainage swales or berms on its Lot. If an Owner fails to do so, the Association shall do so and may assess an Enforcement Assessment against such Owner. "Maintenance, operation, and repair" shall be the exercise of practices such erosion control, which allows the swales or berms to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District and as required by applicable requirements of the County. As set forth in paragraph 5.6.3, the Association shall mow all Lots, including the drainage swells or berms located thereon, and thus the Owner shall not be responsible for such activity.
- 6.5.3. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swales or berms shall be authorized and any damage to any swale or berm, whether caused by natural or human induced phenomena, shall be repaired, and the drainage swale or berm returned to its former condition as soon as possible by the Owner of the Lot upon which the drainage swale or berm is located.
- 6.6. **Additional Requirements for Amendments.** Any amendment to this Declaration affecting the Stormwater Management System, or the operation and maintenance of the

Stormwater Management System, shall have the prior written approval of the Water Management District, notwithstanding any other provisions contained herein.

- 6.7. **Responsibility Upon Dissolution of Association.** If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for operation and maintenance of portions of the Stormwater Management System that constitute Common Area in accordance with the requirements of the Environmental Resource Permit issued for the Stormwater Management System, unless and until an alternate entity assumes responsibility as set forth in the Association's Articles of Incorporation in.

ARTICLE VII. CLUB

- 7.1. **Generally.** Neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use the Club. Rather, such interest or right arises solely by virtue of Club Membership.
- 7.2. **Rights to Use the Club.** Rights to use the Club will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective Club Owner. The Club Owner shall have the right from time to time in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Club, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether as set forth in the membership plan for the Club.
- 7.3. **Club Memberships.** Each Owner of a Lot shall obtain and maintain, and pay all initiation fees, dues, amenity fees, food minimums, payments to capital improvement funds, and other payments required by and as set in the Club Documents, associated with the following Club Memberships:
- 7.3.1. All Owners of Lots that are contiguous to the Golf Course shall be required to obtain, maintain and pay all amounts associated with, Platinum Memberships.
- 7.3.2. All other Owners shall be required to obtain, maintain and pay all amounts associated with Social Memberships.
- 7.4. **Club Documents.** The rights and privileges associated with the Club Memberships, and the amounts to be paid therefor, are as set forth in the Club Documents. Each Member acknowledges that the Club Documents are the product of the Club Owner, and not Declarant, and that the Club Owner may amend or modify them without the consent of Members.
- 7.5. **Rights of Access and Parking.** The Club and its members (regardless of whether such members are Owners hereunder), their guests, invitees, and the employees, agents, contractors, invitees and designees of the Club, shall at all times have a right and nonexclusive easement of access and use over all roadways located within the Property reasonably necessary to travel from or to the entrance of the Property to or from the Club Property, and, further, over those portions of the Property (whether Common Areas or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Club Property. Without limiting the generality of the foregoing, members of the Club and permitted members of the public shall have the right to park their vehicles on

the boulevards and streets located within the Property at reasonable times before, during, and after golf tournaments and other similar functions held by or at the Club.

- 7.6. **Agreement between Association and Club Owner.** The Association and the Club Owner have entered into an Agreement Concerning Easements and Covenants concerning Club Property at Juliette Falls being recorded simultaneously herewith in the public records of Marion County, Florida. Each Owner shall be deemed to have consented to such Agreement and the rights of the Club Owner thereunder.
- 7.7. **Architectural Control.** Neither the Association nor the ARB, shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Property (including upon any Lot or any portion of the Common Area) which is adjacent to, or otherwise in the direct line of sight of the portion of the Club Property, without giving the Club Owner at least thirty (30) days' prior notice of its intent to approve or permit the same, together with copies of the request therefore and all other documents and information finally submitted in such regard. The Club Owner shall then have thirty (30) days to approve or disapprove the proposal in writing delivered to the Association or ARB, stating in detail the reasons for any disapproval. The failure of the Club Owner to respond to the aforesaid notice within the thirty (30) day period shall constitute a waiver of the Club Owner's right to object to the matter so submitted. The Association and ARB shall take into consideration any objection of the Club Owner in making its final decision on the matter submitted.
- 7.8. **Limitations on Amendments.** In recognition of the fact that the provisions of this Article are for the benefit of the Club, no amendment to this Article, and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the Club Owner. The foregoing shall not apply, however, to amendments made by the Declarant.
- 7.9. **Jurisdiction and Cooperation.** It is Declarant's intention that the Association and the Club Owner shall cooperate to the maximum extent possible in the operation of the Property and the Club. The Association shall have no power to promulgate any rules and regulations affecting activities on or use of the Club.
- 7.10. **Exclusion of Club Property.**
- 7.10.1. Notwithstanding any other provision of this Declaration to the contrary (but subject to paragraph 7.10.3), as long as the real property constituting the Club Property is being used as a Golf Course or other recreational and related facilities:
- a. Such property shall specifically be excluded from the covenants, restrictions, conditions, Assessments, charges and liens set forth in this Declaration.
 - b. The Club Owner shall not be an "Owner" as defined herein nor entitled to membership in the Association and shall have none of the rights provided to such members, other than those rights specifically provided in this Article VII or elsewhere in this Declaration.
 - c. Such Property shall not be considered to be part Common Area,

- 7.10.2. Any portion of the real property currently constituting the Club Property which becomes used for any purpose other than a Golf Course and other recreational and related facilities, shall immediately upon such use be subjected to all the covenants, restrictions, conditions, Assessments, charges and liens set forth in this Declaration without any further action or proceeding.
- 7.10.3. The Club Owner may, by recording an instrument in the public records of Marion County, Florida, waive the provisions of this paragraph 7.10 in whole or in part, in which event, to the extent set forth in such waiver, the Club Property shall be subjected to the covenants, restrictions, conditions, Assessments, charges and liens set forth in the waiver.
- 7.11. **Conveyance of Club Property by Declarant.** All persons, including all Owners, are hereby advised that no representations or warranties have been made or are made by the Declarant or any other person with regard to the continuing ownership or operation of the Club Property as depicted upon any plats, plans, maps, or renderings of the Property, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment hereto executed or joined into by the Declarant. Further, the ownership or operational duties of and as to the Club Property may change at any time and from time to time. As to any transfer of ownership or control of the Club Property, no consent of the Association or of any Owner shall be required to effectuate such transfer.
- 7.12. **Conveyance by Club Owner to Association.**
- 7.12.1. Generally. A Club Owner may, at any time within twenty (20) years from the recording of this Declaration, convey ownership of the Club Property, or any portion thereof owned by such Club Owner, to the Association. The Association shall accept title to the Club Property, or portion thereof, conveyed. The Club Owner's right to convey shall, to the extent required by law, be deemed a right coupled with an interest, and the Association and each Owner, by virtue of its ownership of a Lot, shall be deemed to consent to the requirements hereof. The right to elect to convey the Club Property to the Association, and to require the Association to accept the Club Property, shall be assignable and shall be deemed to have been assigned by Declarant upon a conveyance of the Club Property or any portion thereof.
- 7.12.2. Purchase and Sale Requirement. If a Club Owner elects to exercise its right to convey the Club Property, or the portion owned by it, it shall provide written notice of such election to the Association. Upon its receipt of such notice, the Association shall accept title to and ownership of the Club Property, or the portion being conveyed, pursuant to the terms and provisions of this paragraph 7.12. For purposes of the following provisions, the following definitions shall apply:
- a. *Transferor* – The Club Owner selling the Conveyed Property.
 - b. *Conveyed Property* – The portion of the Club Property being conveyed (which may be all of the Club Property if so elected by the Club Owner owning the Club Property).

7.12.3. Closing.

- a. The closing of the conveyance of the Conveyed Property shall take place at the office of the Transferor on a date selected by the Association, which shall not be less than 40 nor more than 120 days after Transferor provides notice of its intent to convey.
- b. At closing:
 - 1). Transferor shall execute and deliver a special warranty deed for all real property constituting the Conveyed Property, a bill of sale for all personal property constituting the Conveyed Property, and an assignment of any contracts (including membership contracts) concerning the rights of persons to use, or concerning the operations of, the Conveyed Property. All instruments of conveyance shall provide that any conveyance pursuant thereto is subject to taxes for the then-current year and any liens (including outstanding mortgages), easements, limitations, covenants, restrictions, and other matters of record.
 - 2). Transferor shall pay all documentary excise taxes on the deed and any title insurance premium for an owner's title insurance policy to be issued by a title insurance agent selected by Transferor insuring the Association's interest in the real property constituting the Club Property, in such amount as agreed upon by Transferor and the Association or, if the Transferor and the Association are unable to agree upon such amount, in the amount of 115 percent of the value of such real property as determined by the most recent assessment of such real property by the County's Property Appraiser.
 - 3). Buyer shall execute and deliver to Transferor an assumption of all contracts and liabilities concerning the Conveyed Property, and shall pay to record the deed.

7.12.4. Effect of Association Acquiring Club Property. If the Association acquires the Club Property, or any portion thereof, the acquired property shall be deemed to be Common Areas, and the Association may assess Assessments to maintain and operate the acquired property.

7.12.5. Remedies. In the event that the Association defaults under its obligation to accept the conveyances of the Conveyed Property, the Transferor may enforce such obligation at law or at equity including by a decree of specific performance.

ARTICLE VIII. WATER/SEWER UTILITY

8.1. Generally.

- 8.1.1. Water/Sewer Services are provided to the Property and Club Property by the Water/Sewer Utility.
- 8.1.2. The Water/Sewer Utility is currently owned by the Association.

- 8.2. **Future Conveyance of Water/Sewer Utility.** The Association may convey, with or without consideration, the Water/Sewer Utility to the County or a third-party utility provider, which may be related or unrelated to Declarant.
- 8.3. **Water/Sewer Assessment.** So long as the Association owns the Water/Sewer Utility, the Association shall be authorized to assess the Water/Sewer Assessment pursuant to paragraph 4.7. Upon the transfer of the Water/Sewer Utility to the County or another utility provider, each Owner shall pay the charges for the Water/Sewer Services imposed by the new owner of the Water/Sewer Utility.

ARTICLE IX. AMENDMENTS TO DECLARATION

- 9.1. **Effect on Original Declaration.** This Amended and Restated Declaration amends and restates the Original Declaration in its entirety. The Original Declaration shall no longer have any force and effect.
- 9.2. **References to Original Plat.** In the event that this Declaration refers to a Lot, Tract or other area depicted on the Original Plat or a Replat, and, by virtue of a subsequent Replat, the area of such Lot, Tract or other area has been modified, the reference shall be deemed to refer only to the Lot, Tract or other area not modified by the subsequent Replat.
- 9.3. **General Amendments.**
- 9.3.1. This Declaration may be amended by the affirmative vote or written consent, or any combination thereof of 50 percent of the total votes of all Members (i.e., not just the number present at a meeting).
- 9.3.2. Notwithstanding the foregoing:
- a. The percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes for action to be taken under that clause.
 - b. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant without the prior written consent of Declarant. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee. No amendment shall be permitted contrary to any provision of this Declaration restricting such amendment or requiring the consent of any person to the amendment.
 - c. Until the Class B Membership terminates, the Declarant in its sole and absolute discretion shall have the right and power of amendment of this Declaration, and such amendment by the Declarant shall not require the joinder of Owners or mortgagees or the Association, or any other party having any interest in the Property. Such right to amend shall include without limitation the right:
 - 1). To amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein;

- 2). To impose additional restrictions, or delete or modify existing restrictions, which Declarant determines advisable in keeping with the nature and development of the Property;
- 3). To include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Property which do not unreasonably lower standards of the covenants and restrictions herein contained; and
- 4). To release any Lot from any part of the covenants and restrictions which have been violated if the Declarant, in its sole judgment determines such violation to be a minor or substantially in violation;
- 5). To modify or alter the rights of Owners to use or have access to the Common Areas or Recreational Areas; or
- 6). To release the Recreational Areas or any other property owned by the Declarant from these covenant's and restrictions.

ARTICLE X. GENERAL PROVISIONS

- 10.1. **Assignment.** All rights, powers, privileges and obligations reserved to the Declarant hereunder may be assigned by it in whole or in part at any time and from time to time including without limitation an assignment thereof to the Association. A recorded assignment thereof shall entitle all third parties to deal with the assignee as the true and lawful holder, owner and obligee thereof. The Declarant may assign specific functions described herein to a committee established for that purpose.
- 10.2. **Additional Covenants.**
 - 10.2.1. Declarant may include in any contract or deed for any Lot additional protective covenants and restrictions not inconsistent with those contained herein, and may provide for additional covenants and restrictions applying to the Property as a whole through amendment as set forth in paragraph 9.3.2.c.
 - 10.2.2. For so long as Declarant is a Class B Member, no Owner (other than Declarant or its assigns or successors-in-interest), the Association or any other person or entity may impose any additional covenants or restrictions on any part of the Property, without the prior written approval of the Declarant.
- 10.3. **Enforcement.** The Association, the Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 10.4. **No Partition.** Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Lots, it is therefore

declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Areas appurtenant to such Lot subject to reasonable Rules and Regulations promulgated by the Association for such use and employment, whether or not such rights shall have been described or referred to in the deed by which such Lot is conveyed. The Declarant shall convey the Declarant's interest in the Common Areas to the Association.

- 10.5. **Validity.** If any portion of this Declaration is declared unconstitutional or if the applicability of this Declaration against any person or any circumstances is held invalid, the validity of the remainder of this Declaration shall not be affected thereby. If any word, sentence, phrase, clause, section or portion of this Declaration shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions hereof.
- 10.6. **Gender and Number.** The use of the singular herein shall include the plural, and the use of any gender shall include all genders.
- 10.7. **Captions.** The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto, or any amendment thereof.
- 10.8. **Plats.** In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the plats of the Property, which plats are recorded or are to be recorded in the Public Records.
- 10.9. **Cumulative Effect; Conflict.**
 - 10.9.1. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of this Declaration, the Articles and Bylaws shall be deemed to be cumulative, and the Association may, but shall not be required to, enforce those documents described, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.
 - 10.9.2. If there are conflicts between the provisions of Florida law, the Articles, this Declaration, and the Bylaws, the provisions of Florida law, this Declaration, the Articles and the Bylaws (in that order) shall prevail.
- 10.10. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Declaration, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Declaration, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Declaration, the successful or prevailing party or

parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

- 10.11. **JURY WAIVER.** IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR OTHER PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS DECLARATION, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. ANY PARTY INVOLVED IN ANY SUIT PROCEEDING HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.
- 10.12. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Declaration shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Declaration, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived its other rights or remedies.
- 10.13. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than fifty percent (50%) of the Members. Any revocation must be recorded in the Public Records of Marion County, Florida.

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DATED this 16th day of June, 2008.

Vikings, LLC, a Pennsylvania limited liability company

Witness

Print Witness Name

Witness

Print Witness Name

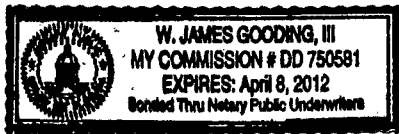
By

as Manager

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 16 day of June, 2008, by Jeffrey C. Finke as Manager of Vikings, LLC, a Pennsylvania limited liability company, on behalf of the company.



Notary Public, State of

Name:

(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

☒ Personally known OR

☐ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

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Teia Engel
Witness

Teia Engel
Print Witness Name

Angela R Sims
Witness

Angela R. Sims
Print Witness Name

Nicole M. Eckley
Witness

Nicole M. Eckley
Print Witness Name

Nicole Van Meter
Witness

Nicole Van Meter
Print Witness Name

Ryan L. Clapper
Ryan L. Clapper

Renee L. Clapper
Renee L. Clapper

STATE OF FLORIDA
COUNTY OF MARION

JUNE, 2008, The foregoing instrument was acknowledged before me this 9 day of JUNE, 2008, by Ryan L. Clapper and Renee L. Clapper, husband and wife.

Lynne Cioffi
Notary Public, State of FLORIDA
Name: LYNNE CIOFFI
(Please print or type)

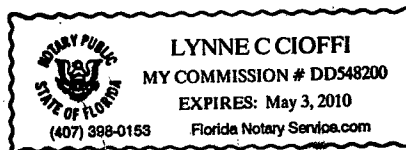
Commission Number:
Commission Expires:

Notary: Check one of the following:

☒ Personally known OR

☐ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____



Nicole Van Meter
Witness

Jeffrey C. Clapper
Jeffrey C. Clapper

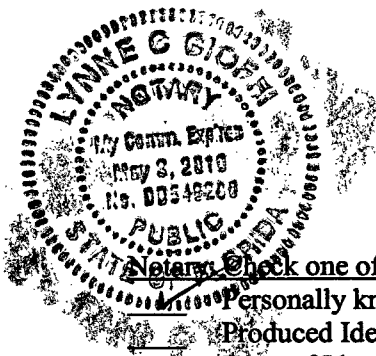
Nicole Van Meter
Print Witness Name

Laura L. Baris
Witness

Laura L. Baris
Print Witness Name

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 10 day of JUNE, 2008, by Jeffrey C. Clapper.



Lynne C. Cioffi
Notary Public, State of FLORIDA
Name: LYNNE C. CIOFFI
(Please print or type)

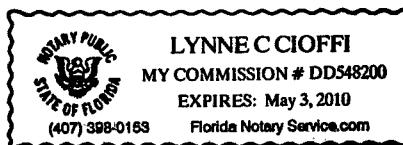
Commission Number:
Commission Expires:

☒ Check one of the following:

☐ Personally known OR

☐ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____



Angela R. Sims
Witness

Angela R. Sims
Print Witness Name

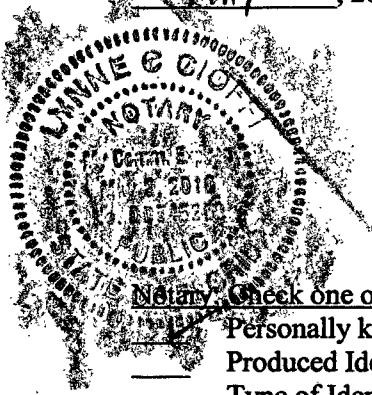
Nicole M. Eckley
Witness

Nicole M. Eckley
Print Witness Name

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Peter T. Khai
Peter T. Khai

The foregoing instrument was acknowledged before me this 20th day of MAY, 2008, by Peter T. Khai.

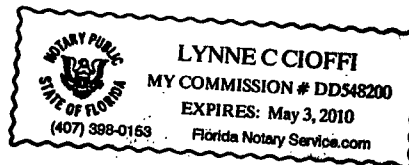


Lynne C. Cioffi
Notary Public, State of FLORIDA
Name: LYNNE C CIOFFI
(Please print or type)

Commission Number:
Commission Expires:

Notary Check one of the following:

☒ Personally known OR
☐ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____



Witness

Donald E. Loudon

Print Witness Name

Witness

Print Witness Name

STATE OF Oklahoma
COUNTY OF Cleveland

The foregoing instrument was acknowledged before me this 29th day of May, 2008, by Donald E. Loudon.

Notary Public, State of Oklahoma

Name: Becky A. Bennett
(Please print or type)

Commission Number:

Commission Expires:



Notary: Check one of the following:

- ☐ Personally known OR
☐ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

Linda L. Cioffi
Witness

Steven D. Rockoff
Steven D. Rockoff

Linda L. Cioffi
Print Witness Name

Laura L. Baris
Witness

Laura L. Baris
Print Witness Name

Linda L. Cioffi
Witness

Elaine A. Rockoff
Elaine A. Rockoff

Linda L. Cioffi
Print Witness Name

Nicole Van Meter
Witness

Nicole Van Meter
Print Witness Name

STATE OF Pennsylvania
COUNTY OF Lycoming

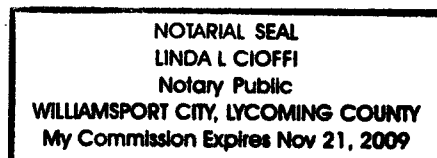
The foregoing instrument was acknowledged before me this 14th day of May, 2008, by Steven D. Rockoff and Elaine A. Rockoff, husband and wife.

Linda L. Cioffi
Notary Public, State of Pennsylvania
Name: Linda L. Cioffi
(Please print or type)

Commission Number:
Commission Expires: Nov. 21, 2009

Notary: Check one of the following:

- ☒ Personally known OR
☐ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____



[Signature]
Witness

Denise A Snyder
Print Witness Name

Teia Engel
Witness

Teia Engel
Print Witness Name

[Signature]
Witness

Denise A Snyder
Print Witness Name

Angela R Sims
Witness

Angela R. Sims
Print Witness Name

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 7 day of JUNE, 2008, by Maurice W. Bower and Mary Jo Bower, husband and wife.

Lynne Cioffi
Notary Public, State of FLORIDA
Name: LYNNE CIOFFI
(Please print or type)

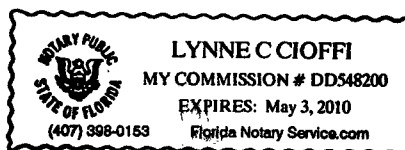
Commission Number:
Commission Expires:

Notary Check one of the following:

☒ Personally known OR

☐ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____



Nicole Van Meter
Witness

Nicole Van Meter
Print Witness Name

Teia Engel
Witness

Teia Engel
Print Witness Name

Angela R. Sims
Witness

Angela R. Sims
Print Witness Name

Nicole M. Eckley
Witness

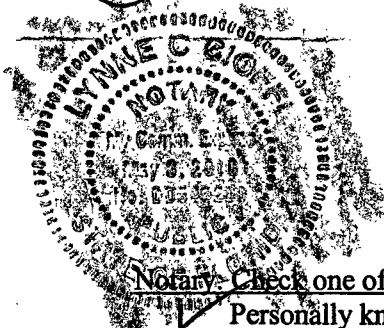
Nicole M. Eckley
Print Witness Name

Timothy P. Pastore
Timothy P. Pastore

Debra A. Pastore
Debra A. Pastore

STATE OF FLORIDA
COUNTY OF MARION

Jane The foregoing instrument was acknowledged before me this 12 day of June, 2008, by Timothy P. Pastore and Debra A. Pastore, husband and wife.



Lynne Cioffi
Notary Public, State of FLORIDA
Name: LYNNE CIOFFI
(Please print or type)

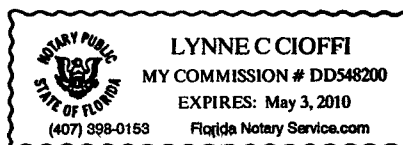
Commission Number:
Commission Expires:

Notary: Check one of the following:

☒ Personally known OR

☐ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____



Teia Engel
Witness

William Pagana
William Pagana

Teia Engel
Print Witness Name

Nicole Van Meter
Witness

Nicole Van Meter
Print Witness Name

Nicole Van Meter
Witness

Cynthia Pagana
Cynthia Pagana

Nicole Van Meter
Print Witness Name

Angela R. Sims
Witness

Angela R. Sims
Print Witness Name

STATE OF FLORIDA
COUNTY OF MARION

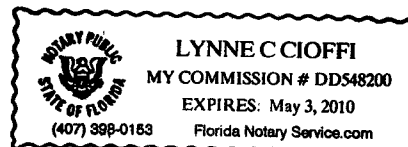
The foregoing instrument was acknowledged before me this 12 day of June, 2008, by William Pagana and Cynthia Pagana, husband and wife.

Lynne Cioffi
Notary Public, State of FLORIDA
Name: LYNNE CIOFFI
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

☒ Personally known OR
☐ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____



Marsha L. Baker
Witness

T. Max Hall
T. Max Hall

MARSHA L. BAKER
Print Witness Name

Cathy W. Prowant
Witness

Cathy V. Prowant
Print Witness Name

STATE OF PENNSYLVANIA
COUNTY OF LYCOMING

The foregoing instrument was acknowledged before me this 12 day of May, 2008, by T. Max Hall.

Jerry R. Rook
Notary Public, State of PENNSYLVANIA
Name: JERRY R. ROOK
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

☒ Personally known OR
☐ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

NOTARIAL SEAL
JERRI R. ROOK
Notary Public
CITY OF WILLIAMSPORT, LYCOMING COUNTY
My Commission Expires Jan 4, 2009

Teia Engel
Witness

Teia Engel
Print Witness Name

Nicole Van Meter
Witness

Nicole Van Meter
Print Witness Name

Angela R. Sims
Witness

Angela R. Sims
Print Witness Name

Nicole M. Eckley
Witness

Nicole M. Eckley
Print Witness Name

Michael E. Bower
Michael E. Bower

Pegeen A. Bower
Pegeen A. Bower

STATE OF FLORIDA
COUNTY OF MARION

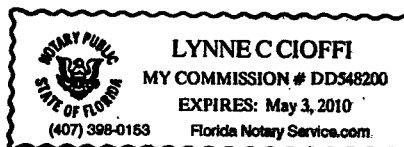
The foregoing instrument was acknowledged before me this 9th day of June, 2008, by Michael E. Bower and Pegeen A. Bower, husband and wife.

Lynne C. Cioffi
Notary Public, State of FLORIDA
Name: LYNNE C. CIOFFI
(Please print or type)

Commission Number:
Commission Expires:

Check one of the following:
☒ Personally known OR

☐ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____



[Signature]
Witness
Laura L. Bais
Print Witness Name

Nicole Van Meter
Witness

Nicole Van Meter
Print Witness Name

Teia Engel
Witness

Teia Engel
Print Witness Name

Nicole M. Eckley
Witness

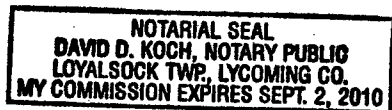
Nicole M. Eckley
Print Witness Name

[Signature]
John H. Bailey, Jr.

[Signature]
Dorothy Bailey

STATE OF Pennsylvania
COUNTY OF Lycoming

The foregoing instrument was acknowledged before me this 13 day of May, 2008, by John H. Bailey and Dorothy Bailey, husband and wife.



[Signature]
Notary Public, State of Pennsylvania
Name: David D. Koch
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

☐ Personally known OR
☒ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: Drivers Licenses

Nicole Van Meter
Witness

Nicole Van Meter
Print Witness Name

Teia Engel
Witness

Teia Engel
Print Witness Name

Jeffrey C. Finke
Jeffrey C. Finke

STATE OF FLORIDA
COUNTY OF MARION

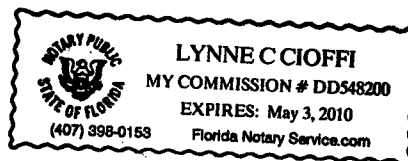
The foregoing instrument was acknowledged before me this 6 day of MAY, 2008, by Jeffrey C. Finke.

Lynne C. Cioffi
Notary Public, State of FLORIDA
Name: LYNNE C CIOFFI
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

☒ Personally known OR
☐ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____



[Signature]
Witness

[Signature]
T. Max Hall III

CHARLES S. EVERETT
Print Witness Name

[Signature]
Witness

Charles S. Hall
Print Witness Name

STATE OF Pennsylvania
COUNTY OF Lycoming

The foregoing instrument was acknowledged before me this 21st day of May, 2008, by T. Max Hall III.

Kelly L. Baier
Notary Public, State of Pennsylvania
Name: Kelly L. Baier
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

☒ Personally known OR

☐ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

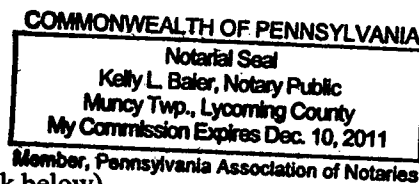


**EXHIBIT A
ADDITIONAL PROPERTY**

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3780, AT PAGE 1381, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID PARCEL LYING IN SECTIONS 5 AND 6, TOWNSHIP 16 SOUTH, RANGE 19 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

THE NORTHWEST 1/4 OF SECTION 8; THE WEST 1/2 OF SECTION 5; AND THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, LYING SOUTH OF STATE ROAD 40; EXCEPT THAT PORTION OF THE WEST 1/2 OF SECTION 5 LYING WITHIN THE RIGHT OF WAY OF STATE ROAD 40, ALL OF THE ABOVE LYING IN TOWNSHIP 16 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA;

AND

PARCEL 2

ALL THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA, LYING EAST OF THE WESTERLY BOUNDARY OF ABANDONED SEABOARD AIRLINE RAILROAD BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, THENCE SOUTH 00°33'20" EAST 1331.84 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 89°25'54" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 876.06 FEET TO THE WESTERLY BOUNDARY OF ABANDONED SEABOARD AIRLINE RAILROAD, THENCE NORTH 02°44'15" WEST ALONG SAID WESTERLY BOUNDARY A DISTANCE OF 1331.07 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, THENCE NORTH 89°20'13" EAST ALONG SAID NORTH LINE A DISTANCE OF 926.93 FEET TO THE POINT OF BEGINNING.

ALL *LESS AND EXCEPT* ANY PORTION THEREOF LYING WITHIN THE PLAT OF JULIETTE FALLS, AS RECORDED IN PLAT BOOK "9", PAGES 79 THROUGH 96, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND ALL *LESS AND EXCEPT* ANY PORTION THEREOF LYING WITHIN THE PLAT OF JULIETTE FALLS FIRST REPLAT, AS RECORDED IN PLAT BOOK "11", PAGES 16 THROUGH 25, INCLUSIVE, OF SAID PUBLIC RECORDS; AND ALL *LESS AND EXCEPT* ANY PORTION THEREOF LYING WITHIN THE PLAT OF JULIETTE FALLS SECOND REPLAT, AS RECORDED IN PLAT BOOK "11", PAGES 111 THROUGH 116, INCLUSIVE, OF SAID PUBLIC RECORDS.

No 8000004444

Florida Department of State
Division of Corporations
Public Access System

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Division of Corporations
Fax Number : (850) 617-6381

From:
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Account Number : I20010000016
Phone : (352) 867-7707
Fax Number : (352) 867-0237

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EXHIBIT

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**ARTICLES OF INCORPORATION
OF
JULIETTE FALLS HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, acting as incorporator of this corporation, hereby forms a corporation not for pecuniary profit under the laws of the State of Florida and adopts the following Articles of Incorporation for such corporation:

ARTICLE I - Name

- 1.1. The name of this corporation shall be Juliette Falls Homeowners Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II - Address

- 2.1. The address of the principal office of the Association is 62 Never Bend Drive, Ocala, Florida 34482, and the mailing address of the Association is 62 Never Bend Drive, Ocala, Florida 34482.

ARTICLE III - Registered Agent

- 3.1. Jeffrey C. Finke, whose address is 62 Never Bend Drive, Ocala, Florida 34482, is hereby appointed the initial registered agent of the Association.

ARTICLE IV - Duration

- 4.1. This Association shall exist perpetually, commencing on the date of filing of these Articles with the Florida Department of State.

ARTICLE V - Purposes

- 5.1. The Association does not contemplate pecuniary gain or profit, direct or indirect, to the members thereof (hereinafter referred to individually as a "Member"¹ and collectively as "Members"), and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the Lots and Common Area within the Property (as those terms are defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Juliette Falls recorded or to be recorded in the Public Records of Marion County, Florida (the "Declaration")) and to promote the health, safety and welfare of the Owners and residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of the Association. For these purposes the Association shall have the following powers, which, unless indicated otherwise by Declaration or Bylaws, may be exercised by the Board of Directors:

- 5.1.1. Any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes, by law may now or hereafter have or exercise;

¹ Terms capitalized herein and not otherwise defined have the same meaning as set forth in the Amended and Restated Declaration of Covenants and Restrictions for Juliette Falls (as supplemented, restated, renewed, extended or amended, from time to time).

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5.1.2. The powers necessary or desirable to perform all obligations and duties of the Association and to exercise all rights and powers of the Association as set forth in the Declaration or as set forth in the Bylaws, and as the same may be amended from time to time as therein provided including, without limitation, the following:

- a. To fix, levy, collect and enforce payment of, by any lawful means, all charges or Assessments pursuant to the terms of the Declaration;
- b. To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against property of the Association;
- c. To acquire (by gift, purchase or otherwise), manage, control, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property subjected to the Declaration or any other property for which the Association by rule, regulation, Declaration or contract has a right or duty to provide such services;
- d. To borrow money, and as provided in the Declaration, Bylaws, or action of the Association, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- e. To dedicate, sell or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility as the Association may be authorized to do so under the Declaration;
- f. To enter into, make, perform, or enforce contracts of every kind and description, and to perform all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;
- g. To enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or Bylaws;
- h. To establish rules and regulations;
- i. To sue and be sued;
- j. To engage in activities which will actively foster, promote, and advance the interests of owners of real property subject to the Declaration;
- k. Contract for services to provide for operation and maintenance of the Surface Water Management System (if the Association employs a maintenance company); and

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1. To adopt the Bylaws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the Declaration.
- 5.2. The Association shall operate and maintain the Stormwater Management System as set forth in the Declaration, and shall levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the Stormwater Management System.
- 5.3. The Association shall levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the Stormwater Management System.
- 5.4. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and future rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the items of any other paragraph or provisions of this Article.

ARTICLE VI - Membership

- 6.1. Membership, transfer of Membership, classes of Members and voting by Members shall be as set forth in the Declaration.

ARTICLE VII - Directors

- 7.1. The method of election of directors shall be stated in the Bylaws of the Association.
- 7.2. The initial directors shall be:
 - 7.2.1. Ron Clapper
 - 7.2.2. Jeffrey C. Finke
 - 7.2.3. Mike Bower
 - 7.2.4. Maurice Bower

ARTICLE VIII - Incorporator

- 8.1. The name and address of the incorporator is as follows:

NAME

ADDRESS

Jeffrey C. Finke

62 Never Bend Drive, Ocala, Florida 34482

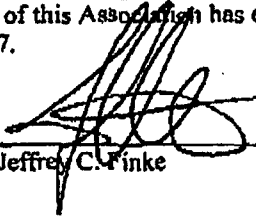
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ARTICLE IX - Dissolution of the Association

- 9.1. The term of the Association shall be perpetual unless dissolved by the written consent of at least three-fourths (3/4) of each class of Members.
- 9.2. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of, and the control or right of access to the property containing, the Stormwater Management System shall be conveyed or dedicated to an appropriate governmental unit or public utility. If not accepted, then the Stormwater Management System facilities shall be conveyed to a non-profit corporation similar to the Association.
- 9.3. Except as set forth in paragraph 9.2 above, upon dissolution, the Association's assets (including any real property and improvements thereon) remaining after payment to creditors and payment of all costs and expenses relating to such dissolution shall be distributed in the following priority:
- 9.3.1. To any municipal or governmental authority which is willing to accept such assets; and, if none, then
- 9.3.2. To the Members in such proportions as they agree upon or, failing such agreement, in such proportions as are determined by a Court having jurisdiction thereof.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned incorporator of this Association has executed these Articles of Incorporation this 5 day of OCTOBER, 2007.


Jeffrey C. Finke

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 5 day of OCTOBER, 2007, by Jeffrey C. Finke.

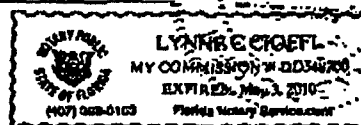
Wayne C. Cioffi
Notary Public, State of Florida

Name: WAYNE C. CIOFFI

(Please print or type)

Commission Number:

Commission Expires:



Notary: Check one of the following:

☒ Personally known OR

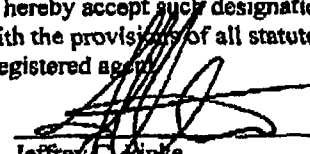
☐ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

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ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent for the above-named Association, at the place designated in the foregoing Articles of Incorporation, I hereby accept such designation and agree to act in such capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, as registered agent.



Jeffrey C. Fink

Registered Agent

Date: 10/5/07

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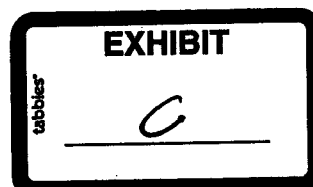
**BYLAWS
OF
JULIETTE FALLS HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I – NAME, DEFINITIONS AND PRINCIPAL OFFICE

- 1.1. Name. The name of the Association shall be Juliette Falls Homeowners Association, Inc. (hereinafter referred to as the “Association”).
- 1.2. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Juliette Falls Homeowners Association, Inc. recorded or to be recorded among the Public Records of Marion County, Florida, as supplemented, restated, renewed, extended or amended, from time to time (“Declaration”), unless the context shall otherwise require, and to which these Bylaws have been annexed.

ARTICLE II – ASSOCIATION

- 2.1. Members, Transfer of Membership, Classes of Members and Voting. Membership, transfer of Membership, classes of Members and voting by Members shall be as set forth in the Declaration or Articles.
- 2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Property or as convenient thereto as possible and practical.
- 2.3. Annual Meeting. Annual meeting of the Association shall be set by the Board of Directors so as to occur at least thirty (30) but not more than sixty (60) days before or after the close of the Association’s fiscal year on a date and at a time set by the Board of Directors.
- 2.4. Special Meetings. Special meetings of the Association must be held when called by a majority of the Board of Directors or one-third (33.33%) of the total voting interest of the Association.
- 2.5. Notice of Meetings.
- 2.5.1. Written or printed notice, stating the place, day, and hour of the any meeting of the Members shall be delivered, ether personally or by mail, to each Member entitled to vote at such meeting, not less than seven (7) days prior to the date of the meeting, by or at the direction of the President or the Secretary, or the officers or persons calling the meeting. When required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice will be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association, with postage prepaid.
- 2.5.2. So long as the Class “B” membership exists, the Class “B” member shall be given notice of all meeting of the Board of Directors, the officers, the



Association or any committee thereof, and such notice shall contain the proposed agenda or purpose of the meeting.

2.6. Adjournment of Meetings.

2.6.1. If any meeting of the Association cannot be held because a quorum is not present, members, either in person or by proxy, representing a majority of the total votes present at such meeting, may adjourn to a time not less than five (5) days or more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or for any other reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening shall be given to Members in the manner prescribed for regular meetings.

2.6.2. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members or their proxies representing at least twenty-five percent (25%) of the total votes of the Association remain in attendance, and provided further that any action taken is approved by Members or their proxies representing at least a majority of the number of votes of the Association required to constitute a quorum.

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

2.8. Proxies. A Member may vote either in person or by proxy executed in writing by the Member or by his or her duly authorized attorney-in-fact. No proxy will be recognized as valid after eleven months from the date of its execution unless expressly provided otherwise in the proxy.

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

2.10. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of the Members representing one-third (33.33%) of the total votes in the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

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

- 2.12. Action Without a Meeting. Any action required by law be taken at a meeting of the Members or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by Members representing the requisite vote necessary to approve the subject matter thereof, and any such consent shall have the same force and effect as a vote of the Members on such action at a meeting duly called.
- 2.13. Notice of Action. So long as the Class "B" membership exists, within ten (10) days following the meeting of the Board of Directors, the officers or the Association, the presiding officer of said meeting or his appointed agent shall deliver a true and complete copy of the minutes or transactions of the meeting to the Class "B" member at its office.

ARTICLE III - BOARD OF DIRECTORS

- 3.1. Governing Body; Composition. The affairs of the Association shall be governed by the Board of Directors, each of whom shall have one (1) vote. The authorized number of directors shall not be less than three. The number of Directors may be increased by amendment of the Declaration, the Articles or these By-Laws or by vote of the Members. The additional Directors may be chosen at the first regular or special meeting of the Members called after the additional Directors are authorized. Except with respect to directors appointed by the Declarant, the directors shall be Members or spouses of such Members. In the case of a Member which is a corporation, partnership, or other legal entity, the person designated in writing to the Secretary of the Association as the representative of such corporation, partnership, or other legal entity, shall be eligible to serve as a director.
- 3.2. Election and Term of Directors. Directors shall be elected at the annual meeting of Members and each Director elected shall hold office until its successor has been elected and qualified, or until its prior resignation, removal, or death. Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present.
- 3.3. Removal of Directors. A Director may be removed from office at a Member's meeting upon the affirmative vote of a majority of the voting interests for any reason deemed by the Members to be in the best interests of the Association; provided, however, before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made and if such Director is present, he shall be given an opportunity to be heard at such meeting prior to the vote on his or her removal.
- 3.4. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board of Directors.
- 3.5. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of the time and place of the meetings of the Board of Directors shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

3.6. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any two (2) directors of the Board of Directors if the Board of Directors is three members or by any three (3) directors of the Board of Directors if the Board of Directors is five (5) or more members. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director of the Board of Directors by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, telecopy, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least ten (10) days before the time set for the meeting. Notices given by personal delivery, telephone, telecopy or telegraph shall be delivered, telephoned, faxed or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

3.7. Notice.

3.7.1. To the extent required by law, notices of all Board meetings must be posted in conspicuous place (including, without limitation, the entrance sign to the Property) in the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted, notice of each Board meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency.

3.7.2. Notwithstanding the foregoing:

a. Notice of any Board meeting at which an assessment may be levied shall be provided to all Members at least 14 days before the meeting, which notice must include a statement that assessments will be considered at the meeting and the nature of the assessments.

b. Notice of any meeting at which rules that regulate the use of Lots may be adopted, amended or revoked, shall be provided to all Members at least 14 days before the meeting, which notice must include a statement that changes to the rules regarding the use of Lots will be considered at the meeting.

3.7.3. If permitted by law, the transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if; (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

- 3.8. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called and the required quorum at such subsequent meeting shall be twenty-five (25%) of directors. The Board may call as many such subsequent meetings as necessary to obtain an authorized quorum. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.
- 3.9. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by majority vote of the Members at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.
- 3.10. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided the directors participating in the meeting are able through telephone connection to hear and to be heard.
- 3.11. Powers.
- 3.11.1. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, the Articles of Incorporation or these Bylaws directed to be done and exercised exclusively by the Members or the membership generally.
- 3.11.2. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.
- 3.11.3. The Board of Directors shall, except as set forth in the Declaration, have exclusive jurisdiction over and the sole responsibility for the Association's administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Areas; the establishment, levy, imposition, enforcement and collection of all Assessments for which provision is made in the Declaration; the promotion and advancement of the general interests of the members of the Association; all as more particularly provided in the Declaration, Articles of Incorporation, these Bylaws and the Rules and Regulations of the Association.

3.11.4. In addition to the duties imposed by the Declaration, the Articles of Incorporation and these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall (subject to any contrary or limiting provision in the Declaration), have the power to, and shall be responsible, for the following, in way of explanation, but not limitation:

- a. Preparing and adopting annual budgets in which there shall be established the computation of Annual Assessments (as set forth in the Declaration) contribution of each Owner;
- b. Making Assessments to defray the common expenses, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of Assessments;
- c. Providing for the operation, care, upkeep and maintenance of the Common Areas as set forth in the Declaration;
- d. Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Association, its property and Common Areas, and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;
- e. Collecting the Assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
- f. Making and amending the Rules and Regulations;
- g. Opening of bank accounts on behalf of the Association and designating the signatories required;
- h. Making or contracting for the making of repairs, additions and improvements to or alterations of the Common Areas in accordance with the Declaration and these Bylaws after damage or destruction by fire or other casualty;
- i. Enforcing by legal means the provisions of the Declaration, these Bylaws and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- j. Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration or as otherwise determined to be appropriate by the Board of Directors, and paying the premium cost thereof;
- k. Paying the cost of all services rendered to the Association or its members and not chargeable directly to specific Owners;

- l. Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- m. Making available to any prospective purchaser of a Lot, any Owner, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage of any Lot, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules and regulations governing the Lot, and all other books, records, and financial statements of the Association;
- n. Permitting utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Property;
- o. Entering into contracts, granting easements or performing other rights, obligations or duties of the Association set out in the Declaration, including without limitation, the right to enter into any cable television agreement; and
- p. Borrowing money for the purpose of maintenance, repair or restoration of the Common Area.

3.12. Management Agent.

3.12.1. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board of Directors' supervision, all of the powers granted to the Board of Directors by these Bylaws. The Declarant, or an affiliate or other related entity of the Declarant, may be employed as managing agent or manager.

3.12.2. No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days' or less written notice.

3.13. Accounts and Reports.

3.13.1. Budgets. The Association shall prepare an annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the developer, or another person. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member as required by law.

3.13.2. Financial Reporting. The Association shall prepare an annual financial report within 60 days after the close of the fiscal year. The Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member

as required by law. The financial report must be prepared pursuant to law (currently Section 720.303(7), Florida Statutes).

ARTICLE IV – OFFICERS

- 4.1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.
- 4.2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Association. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the remainder of the term of such office.
- 4.3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.
- 4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time, specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.
- 4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed as follows:
 - 4.6.1. All such documents involving amounts or liability less than \$1,000 may be executed by one officer, or other person, as may be designated by resolution of the Board of Directors; and
 - 4.6.2. Otherwise, such documents shall be executed by at least two officers, or other persons, as may be designated by resolution of the Board of Directors unless, by resolution, the Board of Directors specifies a lesser or larger number of persons.

ARTICLE V- COMMITTEES

- 5.1. Committees. The Board of Directors may designate and appoint other Committees designed to transact certain business of the Association, or to advise the Board of Directors. Such Committees shall be chaired by an Officer or Director as designated by the Board, who shall select the remaining members of the Committee up to the number set by the Board, or terminate such memberships, or appoint successors in that Chairperson's discretion. The Board may terminate any such Committee by resolution.

ARTICLE VI – MISCELLANEOUS

- 6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year.
- 6.2. Parliamentary Rules. Except as may be modified by Board of Directors resolution, Robert's Rules of Order (current edition) shall serve as a guide for conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration or these Bylaws. Notwithstanding the foregoing, any failure to follow such Rules of Order shall not void or otherwise affect any action of the Association, the Board of Directors, or the Members.
- 6.3. Conflicts. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.
- 6.4. Books and Records.
- 6.4.1. Official Records. The Association shall maintain all documents required by law (currently Section 720.303(4), Florida Statutes).
- 6.4.2. Inspection and Copying of Records.
- a. The official records shall be maintained within the state and must be open to inspection and available for photocopying by Members or their authorized agents, as required by law (currently Section 720.303(5), Florida Statutes).
 - b. The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.
 - c. Every director of the Board of Directors shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director of the Board of Directors includes the right to make extracts and a copy of relevant documents at the expense of the Association.

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

6.5.1. If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Dwelling Unit of such member or Member: or

6.5.2. If to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6. Amendment.

6.6.1. These Bylaws may also be amended by the affirmative vote or written consent, or any combination thereof, of Members representing a majority of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. The amendment shall be effective upon adoption and a copy thereof shall be recorded in the public records of Marion County, Florida.

6.6.2. No modification or amendment to these Bylaws shall be adopted which would affect or impair the validity or priority of any approved mortgage or the rights of the Declarant unless such approval has been evidenced by the written consent of an approved mortgagee or the Declarant.

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