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**MASTER DECLARATION OF
COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS

FOR

BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC.**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC. is made this 10 day of MAY, 2018, by NORTH BROOK HOLDINGS, LLC, a Florida limited liability company ("Declarant"), whose address is 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607.

RECITALS:

1. Declarant owns certain real property located in Lee County, Florida, as described on Exhibit "A" attached hereto and incorporated herein by this reference.

2. Declarant intends, but is not obligated, to develop multiple residential tracts on the Property, all of which are or will be known as BRIGHTWATER.

3. Declarant deems it desirable to develop the Property pursuant to a comprehensive plan for the use, development, sale, and enjoyment of the Property, subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens, and charges, all running with the Property.

3. Declarant desires to preserve and enhance the values and quality of life in the Property and the health, safety and welfare of the residents thereof, and to provide for the maintenance of certain areas and improvements for the benefit of the Property.

4. Declarant has incorporated a nonprofit corporation to which will be conveyed title to certain property, and to which will be delegated the powers of, and responsibility for maintaining and administering certain property and improvements, administering and enforcing this Declaration, and collecting and disbursing the monies derived from the assessments hereafter levied.

DECLARATIONS:

NOW, THEREFORE, Declarant declares that the Property is and shall be owned, improved, transferred and occupied subject to this Declaration.

ARTICLE I
DEFINITIONS

When used in this Declaration, the following words shall have the following meanings:

1. "Additional Property" shall mean and refer to those lands, together with any improvements thereon, which are made subject to this Declaration pursuant to Article III.

2. “Applicable Law” shall mean all applicable federal, state and local laws, statutes, codes, ordinances, rules, and regulations.

3. “ARB” shall mean the Architectural Review Board for the Community established pursuant to Article VIII herein.

4. “Area(s) of Common Responsibility” shall mean and refer to any land or improvement located in or near the Property which is not intended to be owned by the Master Association but which is intended to be improved, maintained or operated by the Master Association in the manner and to the extent determined from time to time by the Board. Areas of Common Responsibility may be designated by this Declaration, any Supplemental Declaration, a contract entered into by the Master Association, or by a decision of the Board. The following may be designated as Areas of Common Responsibility;

a. Rights of Way and Entrance Area. Subject to limitations imposed by governmental authority, and to the extent determined by the Board, the signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the Master Surface Water Management System permit issued by the District), irrigation lines and equipment, landscape materials and features, and other improvements from time to time located within the unpaved rights-of-way adjacent to the Property, within the entry areas to the Community, within any unpaved medians in the rights-of-way as shown on any plat of the Property, and within any platted streets within the Property;

b. Street Lighting. Any lighting fixture rental, electrical usage and other costs of street lighting arranged for by the Master Association for the Property and any Area of Common Responsibility;

c. Dedicated Areas. Areas dedicated to the County or any other governmental authority, and including without limitation those dedicated areas incidental to the establishment of any MSTU/MSBU as described in Article V, Section 8, hereof, whether or not such areas may constitute Common Property before such dedication;

d. Master Surface Water Management System. Drainage improvements and platted drainage easements associated with the Master Surface Water Management System permit issued by the District, to the extent not already owned by the Master Association;

e. Wall and Landscape Easement. Walls, signs, lighting fixtures, electrical equipment, drainage improvements, irrigation lines and equipment, landscape materials and features, or other improvements from time to time located within any wall and landscape easement within Lots as shown on any plat of the Property.

5. “Articles” shall mean and refer to the Articles of Incorporation of the Master Association. A copy of the initial Articles is attached as Exhibit “B” to this Declaration. The Articles may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Articles.

6. “Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Master Association.

7. “Builder” shall mean and refer to a company, individual or other entity in business in the State of Florida to construct Dwellings and who or which is constructing one or more Dwellings on Lots.

8. “Bylaws” shall mean and refer to the Bylaws of the Master Association. A copy of the initial Bylaws is attached as Exhibit “C” to this Declaration. The Bylaws may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Bylaws.

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

10. “Club” shall mean BRIGHTWATER CLUB, as more fully defined in the Club Plan.

11. “Club Documents” shall have the meaning set forth in the Club Plan.

12. “Club Dues” shall have the meaning set forth in the Club Plan.

13. “Club Facilities” shall have the meaning set forth in the Club Plan. Subject to the terms and conditions set forth in the Club Plan, Club Owner reserves the right in Club Owner’s sole and absolute discretion to, from time to time, alter or change the Club Facilities, including construction of additional facilities, and/or the removal or modification thereof, at any time.

14. “Club Manager” shall mean the person or entity operating and managing the Club at any given time as set forth in the Club Plan.

15. “Club Membership Fee” shall have the meaning set forth in the Club Plan.

16. “Club Owner” shall mean the record title owner of the real property comprising the Club Property and any of its designees, successors and assigns who receive a written assignment of some or all of the rights Club Owner hereunder. At this time, BRIGHTWATER CLUB, LLC, a Delaware limited liability company, is the Club Owner. Club Owner may change from time to time (e.g. Club Owner may sell the Club Property).

17. “Club Property” shall have the meaning set forth in the Club Plan.

18. “Club Plan” shall mean the Club Plan for Brightwater Club, a copy of which is attached hereto as Exhibit “D”, together with all amendments and modifications thereof. Although the Club Plan is an exhibit to this Declaration, each Owner, by acceptance of a deed to any Lot, acknowledges and agrees that the Club Plan does not establish or govern a homeowners’ association or club association, and the Club Plan is not governed by the Homeowners’ Association Act, Chapter 720, Florida Statutes. This Declaration is subject and subordinate in all respects to the Club Plan. IN THE EVENT OF ANY CONFLICT BETWEEN THIS DECLARATION AND THE CLUB PLAN, THE CLUB PLAN SHALL CONTROL.

19. “Common Expense” shall mean and refer to the actual and estimated expense of operating the Master Association and meeting the costs to be incurred by the Master Association in performing its duties and in exercising its prerogatives, including without limitation costs incurred for operation, maintenance, insurance and improvement of the Common Property and Areas of Common Responsibility (including, without limitation, the costs associated with the provision of telecommunication services), and for any reserves from time to time established by the Board.

20. “Common Property” shall mean and refer to the real and personal property from time to time intended to be owned, controlled, operated and maintained by the Master Association, and devoted to the use and enjoyment of all Members of the Master Association, all at Common Expense. Common Property shall include, but not be limited to, easement areas which are held by the Master Association as grantee, and may include community park areas designated on any plat of the Property and drainage improvements and platted drainage easements associated with the Master Surface Water Management System permit issued by the District to the extent not owned by a CDD. No commitment is made that any Additional Property will contain Common Property. The Common Property may be made subject to easements or other interests granted in favor of third parties including any CDD established with regard to the Community.

21. “Community” shall mean and refer to the residential subdivision project known as BRIGHTWATER, which is being developed on the Property. The term Community shall include any Additional Property annexed hereto in accordance with the provisions hereof.

22. “Community Development District” or “CDD” shall mean any community development district which is a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes, established with respect to the Community.

23. “Community Standards” shall mean such standards of conduct, maintenance or other activity, if any, established by the Declarant or the ARB pursuant to Article VIII, including the Planning Criteria and Residential Design Guidelines as defined below.

24. “County” means Lee County, Florida, a political subdivision of the State of Florida.

25. “Data Transmission Services” shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as

the same may be amended or superseded from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

26. “Declarant” shall mean and refer to NORTH BROOK HOLDINGS, LLC, a Florida limited liability company, its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

27. “Declaration” means this instrument as the same may be supplemented and amended from time to time.

28. “District” shall mean and refer to the Southwest Florida Water Management District, an agency created pursuant to Florida Statute, Chapter 373.

29. “Dwelling” shall mean a residential dwelling and appurtenances thereto constructed on a Lot within the Community. The term Dwelling may not reflect the same division of property as reflected on the Plat. A Dwelling shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g. by casualty or remodeling) shall not affect the status of a Dwelling, or the obligation of Owner to pay Assessments with respect to such Dwelling. The term “Dwelling” includes any interest in land, improvements, or other property appurtenant to the Dwelling.

30. “Governing Documents” shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations of the Master Association, the Community Standards, and any applicable Supplemental Declaration, all as amended from time to time.

31. “Homeowner Association Law” shall mean and refer to Chapter 720, Florida Statutes, as it now exists.

32. “Lot” shall mean and refer to each residential building site created by any recorded plat of the Property, including any Dwelling located thereon once constructed.

33. “Master Association” shall mean and refer to the BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, and its successors and assigns.

34. “Master Surface Water Management System” means the overall system designed, constructed and implemented upon the Property to control discharges caused by rainfall events, which system is intended to collect, convey, store, absorb, inhibit, treat, use or reuse surface water in order to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, and to control the quality and quantity of discharges from the system, all as permitted by the District pursuant to such administrative and other District regulations, rules, or policies as may be applicable upon the date this Declaration is recorded (collectively, “District Regulations”). The Master Surface Water Management System includes, without limitation, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds,

lakes, flood plain compensation areas, wetlands and any associated buffers and wetland mitigation areas.

35. “Member” shall mean and refer to each Member of the Master Association as provided in Article IV, Section 2.

36. “Metro Lagoon” shall mean the portion of the Club Property that is consistently submerged in or under water, as more fully explained in the Club Plan.

37. “Owner” shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Lot in the Property, but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. All owners of a single Lot shall be treated for all purposes as a single Owner, irrespective of whether such ownership is joint, in common, or tenancy by the entirety.

38. “Planning Criteria” shall have the meaning given in Article VIII, Section 1, below.

39. “Plat” shall mean any plat of any portion of the Community filed in the Public Records, from time to time. This definition shall be automatically amended to include the plat of any additional phase of the Community, as such phase is added to this Declaration.

40. “Property” shall mean and refer to the real property described on Exhibit “A” attached hereto and by this reference incorporated herein, together with any Additional Property hereafter annexed to this Declaration pursuant to Article III.

41. “Residential Design Guidelines” shall have the meaning given in Article VIII, Section 1, below.

42. “Rules and Regulations” shall mean the rules and regulations promulgated from time to time by the Board as to the use and enjoyment of the Property.

43. “Sub-Association” shall mean and refer to any homeowners association for any particular townhome project or single-family residential subdivision located within the Community, established by the owner of that portion of the Property pursuant to the terms of a recorded declaration of covenants and restrictions providing for management and administration by a non-profit corporation.

44. “Supplemental Declaration” shall mean and refer to any instrument which extends the effect of this Declaration to Additional Property pursuant to Article III.

45. “Telecommunications Provider” shall mean any party contracting with the Master Association and/or Owners directly to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Provider. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Master Association

or Owners such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

46. "Telecommunications Services" shall mean delivered entertainment services; all services that are typically, both now and in the future, identified as telecommunication services; including, without limitation, Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. For purposes of this Declaration, the intent of the Declarant is that the term "Telecommunications Services" shall be construed as broadly as possible.

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

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

49. "Title Documents" shall mean land use and title documents recorded in the Public Records.

ARTICLE II

PLAN OF DEVELOPMENT

1. Plan. The planning process for the Community is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the Community. Subject to the Title Documents, Declarant may and has the right to develop the Community and adjacent property owned by the Declarant into residences, comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of the Community as finally developed.

2. Governing Documents. The Governing Documents create a general plan of development for the Community which may be supplemented by additional covenants, restrictions and easements applicable to neighborhoods within the Community. In the event of a conflict between or among the Governing Documents and the additional covenants or

restrictions, and/or the provisions of any other articles of incorporation, by-laws, rules or policies, the Governing Documents shall control (provided, however, that the terms and conditions of the Club Plan shall control over the Governing Documents). Nothing in this Article shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Community from containing additional restrictions or provision that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners and to all occupants of Dwellings, as well as their respective tenants, guests and invitees. Any lease agreement for a Dwelling within the Community shall provide that the lessee and all occupants of the leased Dwelling shall be bound by the terms of the Governing Documents. Specific requirements for lessees are set forth in this Declaration.

3. Site Plans and Plats. The Plat may identify some of the facilities and Common Property within the Community. The description of the facilities or Common Property on the Plat is subject to change and the notes on a Plat are not a guarantee of what improvements will be constructed as facilities or Common Property. Site plans used by Declarant in its marketing efforts may illustrate the types of improvements that may be constructed on the facilities, but such site plans are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Declarant and Owners with respect to the Common Property or facilities.

4. Club Plan. MASTER ASSOCIATION AND EACH OWNER, WHERE APPLICABLE, SHALL BE BOUND BY AND COMPLY WITH THE CLUB PLAN. ALTHOUGH THE CLUB PLAN IS AN EXHIBIT TO THIS DECLARATION, THIS DECLARATION AND THE GOVERNING DOCUMENTS ARE SUBORDINATE AND INFERIOR TO THE CLUB PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THE CLUB PLAN AND THE GOVERNING DOCUMENTS, THE CLUB PLAN SHALL CONTROL.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

1. Property. The Property is and shall be improved, held, transferred and occupied subject to this Declaration. As of the date hereof, Declarant intends to develop the Property described on Exhibit "A" attached hereto commonly known as BRIGHTWATER. If Declarant elects to annex and submit such additional lands to the lands to be encumbered by this Declaration, then Declarant shall follow the procedures set forth in Section 3 below. Until such time, only the Property described on Exhibit "A" to this Declaration shall be encumbered hereby, and this Declaration shall not be deemed an encumbrance against any other lands.

2. Additional Property. Declarant shall have the right but not the obligation to bring within the scope of this Declaration, as Additional Property, additional lands lying in the vicinity of the Property at any time within twenty (20) years from the date this Declaration is recorded, which annexation may be accomplished without the consent of the Master Association, the Owners, or any mortgagee or other lien holder; provided, however, if any one or more of the United States Department of Housing and Urban Development ("HUD"), Federal Housing Administration ("FHA"), or Veterans Administration ("VA") requires approval or consent to

annexation of Additional Property by any one or more of said agencies as a condition of making or insuring loans on Dwellings in the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time Declarant proposes to annex Additional Property, then Declarant shall obtain the required consent to, or approval of the proposed annexation.

3. Method of Annexation. Additions authorized under this Article III shall be made, if at all, by recording a Supplemental Declaration by Declarant extending this Declaration to Additional Property. The Supplemental Declaration shall not require a vote of the Members or the joinder or consent of any Member. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to this Declaration and extending the jurisdiction of the Master Association to the Additional Property. The Supplemental Declaration may contain additional terms not inconsistent with this Declaration to reflect the different character, if any, of the real property being annexed or of the housing or development approaches being implemented. Upon the recordation of any Supplemental Declaration, the Owners shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Property, if any, within the Additional Property and an obligation to contribute to the cost of operating, maintaining and insuring the additional Common Property and any additional Areas of Common Responsibility. Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Master Association.

4. Assessment Obligation of Owners Other than Declarant as to Additional Property. Any Lots within land added as Additional Property which are owned by Owners other than the Declarant, or its assignee by separate written document, shall be subject to assessments, both annual, special or otherwise, including, without limitation, those imposed by any CDD created with regard to the Community, all in accordance with Article VII below.

ARTICLE IV

THE MASTER ASSOCIATION

1. The Master Association. The Master Association is a Florida not-for-profit corporation created under Chapter 617, Florida Statutes. The Master Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by Chapters 617 and 720, Florida Statutes, this Declaration, the Articles, or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Master Association for the benefit of the owners and for the maintenance, administration and improvement of the Property and Areas of Common Responsibility. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration or Chapters 617 and 720, Florida Statutes. In the event of any such inconsistency with the Articles or Bylaws, the provisions of this Declaration shall prevail provided nothing contained in the Articles, Bylaws or this Declaration shall be prohibited by Florida law. Each director of the Master Association must be either (1) a Member of the Master Association, or (2) an officer, director or agent either of Declarant or of a member of Declarant.

The Board, and such officers as the Board may appoint, shall conduct the affairs of the Master Association.

2. Membership. Each Owner (including Declarant) shall be a Member of the Master Association. The Master Association membership of each Owner shall be appurtenant to, and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall operate automatically to transfer to the new Owner the membership in the Master Association appurtenant to that Lot.

3. Voting Rights. The Master Association shall have two (2) classes of voting membership:

a. Class "A". Class "A" Members shall be all Owners, with the exception of Declarant, for so long as Declarant retains Class "B" voting rights. Each Class "A" Member shall have one (1) vote for each Lot owned by that Member.

b. Class "B". The sole Class "B" Member shall be Declarant. Declarant shall be entitled to three (3) votes for each Lot actually or potentially included in the Property owned by Declarant. The Class "B" Member shall be entitled to cast all of its votes in any vote or election held by the Master Association.

c. Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a Class "A" Member, Declarant's votes for that Lot shall lapse. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:

(1) Three months after ninety percent (90%) of the parcels in all phases of the Community (that will ultimately be operated by the Master Association) have been conveyed to Class "A" Members;

(2) Such other percentage of the parcels has been conveyed to Class "A" Members, or such other date or event has occurred, as is set forth in the Governing Documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of parcels;

(3) Upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in Governing Documents. There is a rebuttable presumption that Declarant has abandoned and deserted the property if Declarant has unpaid assessments or guaranteed amounts under Section 720.308, Florida Statutes, for a period of more than two (2) years;

(4) Upon Declarant filing a petition seeking protection under chapter 7 of the federal Bankruptcy Code;

(5) Upon Declarant losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an

assignment of Declarant rights and responsibilities first arising after the date of such assignment;
or

(6) Upon a receiver for Declarant being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Master Association or the Class "A" Members.

For purposes of this Article, the term "Members other than the Declarant" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

Upon the happening of any of these events, Declarant shall call a special meeting of the Members to advise of the termination of Class "B" membership, and provide written notice of such event.

4. Transition of Control. Any other provision of this Article IV to the contrary notwithstanding, Members other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors not later than the earliest of the events specified in subsection 3(c) above. Until then, Declarant shall be entitled to appoint and remove all members of the Board of Directors, except that Members other than Declarant shall be entitled to elect one (1) member of the Board of Directors if fifty percent (50%) of the parcels in all phases of the Community which will ultimately be operated by the Master Association have been conveyed to Members other than Declarant. Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Community. After Declarant relinquishes control of the Master Association, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Master Association or selecting the majority of the members of the Board of Directors.

5. Transition Requirements. At the time the Members are entitled to elect at least a majority of the Board of Directors, the Declarant shall, at the Declarant's expense, within no more than ninety (90) days, deliver the following documents to the Board of Directors:

- a. All deeds to Common Property owned by the Master Association.
- b. The original of the Master Association's declaration(s) of covenants and restrictions.
- c. A certified copy of the Articles of the Master Association.
- d. A copy of the Bylaws of the Master Association.
- e. The minute books, including all minutes, of the Master Association.
- f. The books and records of the Master Association.

g. Policies, rules, and regulations, if any, which have been adopted by the Master Association.

h. Resignations of directors who are required to resign because the Declarant is required to relinquish control of the Master Association.

i. The financial records of the Master Association from the date of incorporation through the date of turnover.

j. All Master Association funds and control thereof.

k. All tangible personal property of the Master Association.

l. A copy of all contracts which may be in force with the Master Association as one of the parties.

m. A list of the names and addresses and telephone numbers of all contractors, subcontractors, or others in the current employ of the Master Association.

n. Any and all insurance policies in effect.

o. Any permits issued to the Master Association by governmental entities.

p. Any and all warranties in effect.

q. A roster of current homeowners and their addresses and telephone numbers and section and lot numbers.

r. Employment and service contracts in effect.

s. All other contracts in effect to which the Master Association is a party.

t. The financial records, including financial statements of the Master Association, and source documents from the incorporation of the Master Association through the date of turnover. The records shall be audited by an independent certified public accountant for the period from the incorporation of the Master Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Board of Accountancy, pursuant to Chapter 473, Florida Statutes. The certified public accountant performing the audit shall examine, to the extent necessary, supporting documents and records, including the cash disbursements and related paid invoices, to determine if expenditures were for Master Association purposes and the billings, cash receipts, and related records of the Master Association to determine that the Declarant was charged and paid the proper amounts of assessments.

6. Multiple Owners. Each vote in the Master Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) Class "A" vote is cast for any Lot, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot.

7. Duties, Powers and Authority of the Master Association. The Master Association shall have all the powers of a not-for-profit corporation organized under Chapter 617, Florida Statutes, subject only to such limitations as are set forth in the Articles, the Bylaws, or this Declaration. The Master Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles, or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Master Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Areas of Common Responsibility.

8. Applicability of Florida Statutes, Section 720.3075. The provisions of Florida Statutes, Section 720.3075, are applicable to this Declaration, the Articles and the Bylaws and shall be binding upon Declarant, Master Association and all Owners. None of the provisions of this Declaration, the Articles or the Bylaws shall be interpreted in a manner which would be violative of the prohibitions contained in Florida Statutes, Section 720.3075.

9. Indemnification of Officers and Directors. To the extent permitted by law, all Owners as Members hereby agree that the Master Association shall indemnify each officer, director, and member of any committee of the Master Association from any and all expenses including legal expenses incurred arising out of such person's acts undertaken on behalf of the Master Association unless (i) such acts were both adverse to the Master Association and resulted in personal gain to the person, (ii) the act was a violation of criminal law for which the person either pleads guilty or nolo contendere or is found to be guilty in a court of law and such person knew or should have known that his or her conduct was criminal, or (iii) any willful violation of this Declaration or the Master Association Governing Documents. This provision is self executing and the Master Association may also take any action desired to carry out its purposes.

10. Termination; Dissolution; Final Liquidation. The provisions of Article XV notwithstanding, in the event of termination, dissolution or final liquidation of the Master Association or the CDD, as applicable, the responsibility for the operation and maintenance of the Master Surface Water Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3 (or comparable successor documentation), and be approved by the District prior to such termination, dissolution or liquidation.

ARTICLE V
PROPERTY RIGHTS AND EASEMENTS IN
THE COMMON PROPERTIES AND LOTS

1. Property Rights. Property rights in and to the Common Property shall carry with it the right by the Master Association and the Declarant (but not the Owner) to dedicate or transfer all or any part of or interest in the Common Property to any public agency, authority, or utility provided by the Articles or to any CDD created with regard to the Community, or to enter into any easements, shared facilities or other agreements with any such parties that may hereafter encumber the Common Property or portions thereof.

2. Easements. The Master Association and each Owner (including Declarant) shall have a non-exclusive right and easement of use and enjoyment in and to the Common Property. Said right and easement shall be appurtenant to and pass with the title to each Lot, and shall include, without limitation, the following:

a. Right-of-way for ingress and egress by vehicles and on foot through and across any streets, roads or walks in the Common Property for all lawful purposes; and

b. Rights and easements to drain across the surface water drainage detention, retention and conveyance structures and areas in accordance with the Master Surface Water Management System and applicable District Regulations, and to connect with, maintain and make use of utilities lines and facilities from time to time located within the Common Property; and

c. Rights and easements to use and enjoy the Common Property for any purpose not inconsistent with this Declaration, the Articles, the Bylaws, the Community Standards, the Rules and Regulations, or Applicable Law.

d. The Master Association shall have a non-exclusive easement for ingress and egress over and across all Common Property, driveways and walkways, that may from time to time exist within the Property; provided, however, that any such easement in favor of the Master Association shall be limited to provide the Master Association only such easement interest as may be required to satisfy any maintenance or related obligations of the Master Association with respect to the streets, roadways, Master Surface Water Management System, Common Property and other infrastructure within the Community.

e. Any CDD created with regard to the Community may have and be granted by the Declarant and/or the Master Association a non-exclusive easement for ingress and egress over and across all Common Property, driveways and walkways, that may from time to time exist within the Community; provided, however, that any such easement in favor of a CDD shall be limited to provide the CDD only such easement interest as may be required to satisfy any maintenance or related obligations of the CDD with respect to the streets, roadways, Master Surface Water Management System, Common Property and other infrastructure within the Community.

f. The Club Owner may have and be granted by the Declarant and/or the Master Association a non-exclusive easement for ingress, egress, access to, construction, maintenance and/or repair of Club facilities over and across all Common Property.

g. Declarant shall have a perpetual right to access and enter the Common Property and Club facilities at any time for the purposes of inspection and testing of the Common Property and Club facilities. Master Association and each Owner shall give Declarant unfettered access, ingress and egress to the Common Property so that Declarant and/or its agents can perform all tests and inspections deemed necessary by Declarant. Declarant shall have the right to make all repairs and replacements deemed necessary by Declarant. At no time shall Master Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Declarant relative to any portion of the Common Property or Club facilities.

3. Utilities. The Lots, Property or the Common Property may be subject to existing easements and agreements for public utilities purposes (including, but not limited to, fire and police protection, garbage and trash removal, reclaimed and potable water and sewage systems, electric service, Telecommunications Services and Telecommunications Systems, and irrigation wells and pumps), and the utilities and applicable governmental agencies having jurisdiction thereover, including without limitation the Master Association and their employees and agents shall have the right of access to any Lot or Property or the Common Property in furtherance of such easements. Each Owner shall be obligated to maintain any easements contained within such Owner's Lot, whether or not shown on any recorded plat and whether or not required to be maintained by the utility entity holding such easement. The Declarant or its designee, so long as the Declarant or designee owns a Lot or Property or the Common Property, and without the joinder and consent of any other person or entity, shall have the right to grant such other additional easements and enter into such additional agreements regarding Telecommunications Systems, Telecommunications Services, and other utilities, including installations, operation, provision and maintenance agreements, as may be necessary for public and private utilities or other franchised or non-franchised service purposes. In addition, the Declarant reserves for itself and its designee, so long as the Declarant or designee owns a Lot or Property or the Common Property, and without the joinder and consent of any other person or entity, the right to enter into license, marketing, shared facilities or other agreements with respect to the Property, for the provision of any such Telecommunications Systems, Telecommunications Services, and utilities within the Property, or for the maintenance of any Telecommunications Systems, utility or drainage facilities or other areas, whether or not included in the Common Property. Any such easements and agreements shall be binding on the Master Association and survive turnover pursuant to their terms.

4. Title to Common Property. Declarant shall convey to the Master Association or, if required by the County incident to the establishment of an MSTU/MSBU as described in Article V, Section 8 below, dedicate to the County for the uses and purposes set forth in this Declaration or in any subdivision plat of the Property fee simple title in and to the Common Property free and clear of all encumbrances except taxes, applicable subdivision plats, this Declaration and any easements recorded in the public records prior to the conveyance to the Master Association. Once conveyed to the Master Association, the Common Property may not be mortgaged or further conveyed without the consent of at least two-thirds (2/3) of the Owners (excluding Declarant); provided, however, if required by the County and/or any CDD created with regard to the Community incident to the establishment of an MSTU/MSBU as described in Article V, Section 8 below or otherwise, the Master Association shall dedicate to the County for the uses and purposes set forth in this Declaration or in any applicable subdivision plat so much

of the Common Property then owned by the Master Association as shall be required by the County and/or any CDD created with regard to the Community, and, except as provided in Article XIII or by Applicable Law, no such dedication shall require the consent of any Owner, the Master Association, any mortgagee or other lien holder, or of anyone else.

5. Extent of Easements. The rights and easements created in this Article shall be governed by the following:

a. Subject to any conflicting rights of Declarant and the Owners set forth in this Declaration, or as otherwise expressly provided herein, the Master Association shall be responsible for the exclusive management, control and maintenance of the Common Property.

b. Declarant, until conveyance of title to the Master Association, and the Master Association thereafter, may reserve to itself or to grant or dedicate (subject to the terms of Article XIII) to Declarant, any Owner, any governmental agencies and/or any Telecommunications Provider, utility companies, easements and rights-of-way, over, under or through the Common Property for installation, use, maintenance and inspection of lines and appurtenances for Telecommunications Systems, other public or private utilities, surface water drainage improvements and areas, or completion of the Community. No improvement or material may be placed upon any such easement which may damage or interfere with the installation or maintenance of utilities or the easement area or that may alter or impede the direction or flow of drainage.

c. Declarant's rights reserved in this Declaration.

d. Matters shown on any plat of the Property or otherwise recorded in the Official Records of the County.

6. Reservations. Declarant hereby reserves the following licenses, rights, privileges and easements over, under and through the Common Property, for itself and the Master Association and/or any CDD created with regard to the Community (i) rights-of-way and easements to install, maintain and use electric, lighting, Telecommunications Systems, Telecommunications Services, gas, water, sewer, drainage and utility poles, wires, cables, conduits, fixtures, pipes, meters, equipment, facilities, ponds, swales, berms or ditches, and other equipment and improvements necessary or convenient for the completion, marketing, use and enjoyment of the Property, (ii) the right to cut trees, bushes or shrubbery, make any gradings of the soil, and take any similar action reasonably necessary to provide economical and safe utility and drainage installation or to maintain reasonable standards of health, convenience, safety and appearance, (iii) the right to locate thereon wells, pumping stations and irrigation systems and lines, (iv) easement of ingress and egress for purposes of development, construction and marketing, including the exercise of Exclusive Marketing Rights (as defined in Article X, Section 27 below) and (v) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development and sale of the Property including, without limitation, the maintenance of temporary signage, flags, banner, logos, trademarks, service marks, and trailers used in such development, sales, and marketing efforts (including the exercise of Exclusive Marketing Rights by Declarant or third parties under agreement with Declarant); provided, however, that said reservation and right shall not be considered an obligation of

Declarant to provide or maintain any such easement, utility, equipment or service. Declarant also reserves the right to connect with and make use of the Telecommunications Systems, utility lines and drainage improvements which may from time to time be in or along the streets and roads, or within the Common Property or platted easements. The easements and rights-of-way herein reserved herein shall be assignable and shall continue in existence in favor of Declarant after conveyance of the Common Property to the Master Association or dedication to the County until such time as Declarant has sold all Lots in the Property and in any lands separately developed by Declarant and located adjacent to the Property.

Declarant also reserves a perpetual right and easement to irrigate the Common Property with treated effluent from a wastewater treatment facility, if any. The benefit of this reservation shall inure to Declarant and its specifically designated successors and assigns, but not in favor of any other Owner.

7. Delegation. Any Owner (including Declarant) may grant the benefit of any easement, right or privilege to tenants and guests for the duration of their tenancies or visits, but same shall not be construed to create any rights in the general public.

8. MSTU/MSBU. Declarant or the County may establish a municipal service taxing unit, municipal service benefit unit, or similar mechanism (sometimes referred to in this Declaration as "MSTU/MSBU"), to provide for any one or more of the following: (a) operation and maintenance by the County of any of the Common Property, and any recreational, drainage or other improvements thereon, for the uses and purposes set forth in this Declaration or in any applicable subdivision plat, which may or may not include a requirement that ownership of the affected lands and improvements be transferred to the County, (b) construction or improvement of recreation, drainage, sidewalk, wall, landscaping, open space, conservation, or other areas, improvements or facilities on or within the Common Property or any easement areas for the use and benefit of the Property and the occupants thereof, and (c) construction, operation or maintenance of street lighting or any other service or benefit to or for the Property authorized under the terms of this Declaration or the MSTU/MSBU, or by the applicable governmental authority. It is anticipated that the costs incurred by the MSTU/MSBU will be billed directly to the Owners or to the Master Association for subsequent assessment to the Owners and Lots.

9. Community Development District. Declarant shall have the right to create a CDD, including and encumbering all or any portion of the Property, including, without limitation, the Lots and Common Property, for the purposes of financing the improvement of the Lots and Common Property. In connection with the establishment of the CDD, assessments and fees may be assessed against the Lots or Common Property, in addition to those created by this Declaration and imposed by the Master Association. Each Owner shall pay to the CDD, or its designated representative, any assessments and fees created by the documentation establishing the CDD. In addition to any other rights that the Declarant may have pursuant to this Declaration, Declarant shall have the right to convey or grant easements over any Common Property to the CDD or subject the Property, or any portion thereof, to the documents establishing the CDD. Further, the Declarant shall have the right to cause the Master Association to enter into agreements with any CDD with respect to the maintenance of any real property or improvements constructed thereon or thereunder in which the CDD has an interest.

10. Metro Lagoon. Declarant shall have the right to convey a portion of the Property to the Club Owner for the purposes of constructing and operating the Metro Lagoon. Each Owner, by acquiring title to a Lot, hereby acknowledges the value of the aesthetic right of enjoyment to the Metro Lagoon, subject to the terms and conditions of the Club Plan. Every Owner, their family, guests and lessees, shall have a non-exclusive right to aesthetic enjoyment, but limited physical use, of the Metro Lagoon in accordance with the Club Plan and such right shall be appurtenant to and shall pass with the title to every Lot, subject to the Club Documents, as defined in the Club Plan. Owners, their family, guests and lessees, shall have the right to physical use of only certain limited areas of the Metro Lagoon designated by the Club Owner, pursuant to the Club Plan, and Owners, their family, guests and lessees, shall not have use of non-designated areas of the Metro Lagoon as a benefit of an Owner's ownership of a Lot. The Club Owner may provide Owners, their family, guests and lessees, greater access to the Metro Lagoon, subject to such additional charges or other fees as the Club Owner may establish at any time and from time to time, in its sole discretion.

11. Declarant Not Subject to Rules and Regulations. The Community Standards and Rules and Regulations shall not apply to Declarant or to any property owned by Declarant, and shall not be applied in a manner which would prohibit or restrict the development or operation of the Club or adversely affect the interests of Declarant or Club Owner. Without limiting the foregoing, Declarant, Club Owner and/or their assigns, as the case may be, shall have the right to: (i) develop and construct the Club, Lots, Dwellings, Common Property, facilities, and related improvements within the Community, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Dwellings and (b) residences and properties located outside of the Community), general office and construction operations within the Community; (iii) place, erect or construct portable, temporary or accessory buildings or structures within the Community for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Community; (v) post, display, inscribe or affix to the exterior of any portion of the Common Property, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of the Community, including, without limitation, Lots and Dwellings; (vi) excavate fill from any lakes or waterways within and/or contiguous to the Community by dredge or dragline, store fill within the Community and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Community and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising the Community. All of the foregoing rights of Declarant, Club Owner, and/or their successors or assigns, as the case may be, shall be exercisable regardless of the value of any aesthetic rights of enjoyment or use of the Common Property, Metro Lagoon, Club Property, or Club Facilities held by any Owner.

ARTICLE VI

INSURANCE

1. Insurance for Persons Who Control or Disburse Funds. The Master Association shall maintain insurance or a fidelity bond for all persons who control or disburse funds of the Master Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Master Association or its management agent at any one time. As

used in this subsection, the term "persons who control or disburse funds of the association" includes, but is not limited to, persons authorized to sign checks on behalf of the Master Association, the president, secretary, and treasurer of the Master Association. The Master Association shall bear the cost of any insurance or bond and same shall be a Common Expense. If annually approved by a majority of the voting interests present at a properly called meeting of the Master Association, an Master Association may waive the requirement of obtaining an insurance policy or fidelity bond for all persons who control or disburse funds of the Master Association.

2. Other Insurance. In addition, the Board may obtain insurance for insurable improvements on the Common Property, any Area of Common Responsibility, or on any easement benefiting the Owners or the Master Association, public liability policies covering the Master Association and Members for damage or injury caused by the negligence of the Master Association or any of its Members, guests or agents, directors' and officers' liability insurance, and any other types of insurance coverage as the Board may deem appropriate, with such insureds, deductibles provisions and coverage types and amounts as shall be determined by the Board. Premiums for insurance so obtained shall be a Common Expense. The Master Association may self-insure against any risk.

3. Waiver of Subrogation. As to each policy of insurance maintained by the Master Association that will not be voided or impaired thereby, the Master Association hereby waives and releases all claims against the Board, the Owners, the Members, the Builders, the Club, the Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

ARTICLE VII COVENANT FOR ASSESSMENTS

1. Assessed Property. Declarant, for each Lot owned by it in the Property, and each Owner other than Declarant by acceptance of title to any Lot, whether or not it shall be so expressed in any deed or other conveyance, covenants and agrees to pay to the Master Association: (i) annual assessments or charges, (ii) special assessments, (iii) individual assessments, and (iv) a one-time only initial assessment. Said assessments shall be fixed, established and assessed as herein provided. Assessments, together with such interest and late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, including without limitation court costs and reasonable attorneys' and legal assistants' fees before trial, at trial and on appeal, shall be a charge and a continuing lien upon the Lot against which such assessment is made, and upon any Dwelling located on said Lot, from and after the date on which such assessment is due. Each assessment, together with said interest, late charges, costs and fees, shall also be the personal obligation of each person who was an Owner of the Lot at the time the assessment fell due.

If any assessment or installment thereon is not paid when due, then such assessment shall be delinquent and the delinquent assessment, together with interest, late charges, and collection

costs, shall be secured by a continuing lien on the Lot as to which the assessment accrued as hereafter provided.

If the delinquent assessment or installment thereon is not paid within thirty (30) days after the due date, a late charge of the greater of twenty-five dollars (\$25.00) or five percent (5.0%) of the past due installment shall be due and payable.

2. Lien and Personal Obligation for Non-Payment.

a. The Master Association has a lien on each Lot to secure the payment of assessments and other amounts provided for herein. Except as otherwise set forth in Florida Statute 720.3085, the lien is effective from and shall relate back to the date on which this Declaration is recorded. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the County.

(1) The claim of lien shall state the description of the Lot, the name of the Owner, the name and address of the Master Association, the assessment amount due, and the due date. The claim of lien secures all unpaid assessments that are due and that may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, as well as interest, late charges, and reasonable costs and attorney's fees incurred by the association incident to the collection process. The person making payment is entitled to a satisfaction of the lien upon payment in full.

(2) By recording a notice in substantially the following form, an Owner or the Owner's agent or attorney may require the Master Association to enforce a recorded claim of lien against his or her Lot:

NOTICE OF CONTEST OF LIEN

TO: (Name and address of Master Association)

You are notified that the undersigned contests the Claim of Lien filed by you on _____, (year), and recorded in Official Records Book _____ at Page _____, of the Public Records of _____ County, Florida, and that the time within which you may file suit to enforce your lien is limited to ninety (90) days following the date of service of this notice.

Executed this _____ day of _____, (year).

Signed: (Owner or Attorney)

After the notice of a contest of lien has been recorded, the Clerk of the Circuit Court shall mail a copy of the recorded notice to the Master Association by certified mail, return receipt requested, at the address shown in the Claim of Lien or the most recent amendment to it and shall certify to the service on the face of the notice. Service is complete upon mailing. After service, the Master Association has ninety (90) days in which to file an action to enforce the lien and, if the action is not filed within the 90-day period, the lien is void. However, the 90-day period shall be extended

for any length of time that the Master Association is prevented from filing its action because of an automatic stay resulting from the filing of a bankruptcy petition by the Owner or by any other person claiming an interest in the Lot.

(3) The Master Association may bring an action in its name to foreclose a lien for assessments in the same manner in which 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 Master Association is entitled to recover its reasonable attorney's fees incurred in an action to foreclose a lien or an action to recover a money judgment for unpaid assessments.

(4) If the Owner remains in possession of the Lot after a foreclosure judgment has been entered, the court may require the Owner to pay a reasonable rent for the Lot. If the Lot is rented or leased during the pendency of the foreclosure action, the Master Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver must be paid by the party who does not prevail in the foreclosure action.

(5) The Master Association may purchase the Lot at the foreclosure sale and hold, lease, mortgage, or convey the Lot.

b. (1) An Owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Owner. The Owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the Lot upon which the assessments are made.

(2) An Owner is jointly and severally liable with any previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the Owner from any previous Owner. For the purposes of this paragraph, the term "previous owner" shall not include the Master Association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. The present owner's liability for unpaid assessments is limited to any unpaid assessments that accrued before the Master Association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure.

(3) Notwithstanding anything to the contrary contained in this section, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

(a) The Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Master Association; or

(b) One percent (1%) of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Owner and initially joined the association as a defendant in the mortgagee foreclosure action. Joinder of the Master Association is not required if, on the date the complaint is filed, the Master Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

(4) If the Master Association, or its successor or assignee, acquires title to a Lot through the foreclosure of its lien for assessments, it is not liable for any unpaid assessments, late fees, interest, or reasonable attorney's fees and costs that came due before the Master Association's acquisition of title in favor of any other "association", as defined in Sections 718.103(2) or 720.301(9), Florida Statutes, which holds a superior lien interest on the Lot. This paragraph is intended to clarify the priority of competing claims in a manner consistent with Applicable Law.

c. Assessments and installments on assessments that are not paid when due bear interest from the due date until paid at the lesser of eighteen percent (18%) per annum or the highest rate allowed by Applicable Law.

(1) The Master Association may charge an administrative late fee not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of the amount of each installment that is paid past the due date.

(2) Any payment received by the Master Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of Chapter 687 and is not a fine.

d. The Master Association may not file a record of lien against a Lot for unpaid assessments unless a written notice or demand for past due assessments as well as any other amounts owed to the Master Association pursuant to its Governing Documents has been made by the Master Association. The written notice or demand must:

(1) Provide the Owner with forty-five (45) days following the date the notice is deposited in the mail to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand.

(2) Be sent by registered or certified mail, return receipt requested, and by first-class United States mail to the Owner at his or her last address as reflected in the records of the Master Association, if the address is within the United States, and to the Owner subject to the demand at the address of the Lot if the Owner's address as reflected in the records of the Master Association is not the Lot address. If the address reflected in the records is outside the

United States, then sending the notice to that address and to the Lot address by first-class United States mail is sufficient.

e. The Master Association may bring an action in its name to foreclose a lien for unpaid assessments secured by a lien in the same manner that 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 action to foreclose the lien may not be brought until forty-five (45) days after the Owner has been provided notice of the Master Association's intent to foreclose and collect the unpaid amount. The notice must be given in the manner provided in paragraph (4)(b), and the notice may not be provided until the passage of the forty-five (45) days required in paragraph (4)(a).

(1) The Master Association may recover any interest, late charges, costs, and reasonable attorney's fees incurred in a lien foreclosure action or in an action to recover a money judgment for the unpaid assessments.

(2) The time limitations in this subsection do not apply if the Lot is subject to a foreclosure action or forced sale of another party, or if an Owner of the Lot is a debtor in a bankruptcy proceeding.

f. If after service of a summons on a complaint to foreclose a lien the Lot is not the subject of a mortgage foreclosure or a notice of tax certificate sale, the Owner is not a debtor in bankruptcy proceedings, or the trial of or trial docket for the lien foreclosure action is not set to begin within thirty (30) days, the Owner may serve and file with the court a qualifying offer at any time before the entry of a foreclosure judgment. For purposes of this subsection, the term "qualifying offer" means a written offer to pay all amounts secured by the lien of the Master Association plus amounts accruing during the pendency of the offer. The Owner may make only one qualifying offer during the pendency of a foreclosure action. If a Lot becomes the subject of a mortgage foreclosure or a notice of tax certificate sale while a qualifying offer is pending, the qualifying offer becomes voidable at the election of the Master Association. If the Owner becomes a debtor in bankruptcy proceedings while a qualifying offer is pending, the qualifying offer becomes void.

(1) The Owner shall deliver a copy of the filed qualifying offer to the Master Association's attorney by hand delivery, obtaining a written receipt, or by certified mail, return receipt requested.

(2) The Owner's filing of the qualifying offer with the court stays the foreclosure action for the period stated in the qualifying offer, which may not exceed sixty (60) days following the date of service of the qualifying offer and no sooner than thirty (30) days before the date of trial, arbitration, or the beginning of the trial docket, whichever occurs first, to permit the Owner to pay the qualifying offer to the Master Association plus any amounts accruing during the pendency of the offer.

(3) The qualifying offer must be in writing, be signed by all Owners of the Lot and the spouse of any Owner if the spouse resides in or otherwise claims a homestead

interest in the Lot, be acknowledged by a notary public, and be in substantially the following form:

QUALIFYING OFFER
AUTOMATIC STAY INVOKED
PURSUANT TO F.S. 720.3085

I/We, [Name(s) of Owner(s)], admit the following:

1. The total amount due the Master Association is secured by the lien of the Master Association.
2. The Master Association is entitled to foreclose its claim of lien and obtain a foreclosure judgment for the total amount due if I/we breach this qualifying offer by failing to pay the amount due by the date specified in this qualifying offer.
3. I/We will not permit the priority of the lien of the Master Association or the amounts secured by the lien to be endangered.
4. I/We hereby affirm that the date(s) by which the Master Association will receive \$ [specify amount] as the total amount due is [specify date, no later than sixty (60) days after the date of service of the qualifying offer and at least thirty (30) days before the trial or arbitration date], in the following amounts and dates:
5. I/We hereby confirm that I/we have requested and have received from the Master Association a breakdown and total of all sums due the Master Association and that the amount offered above is equal to or greater than the total amount provided by the Master Association.
6. This qualifying offer operates as a stay to all portions of the foreclosure action which seek to collect unpaid assessments as provided in Florida Statute, §720.3085.

Signed: (Signatures of all Owners and spouses, if any)

Sworn to and subscribed this _____ day of _____, (year), before the undersigned authority.

Notary Public: (Signature of notary public)

If the Owner makes a qualifying offer under this subsection, the Master Association may not add the cost of any legal fees incurred by the Master Association within the period of the stay other than costs acquired in defense of a mortgage foreclosure action concerning the Lot, a bankruptcy proceeding in which the Owner is a debtor, or in response to filings by a party other than the Master Association in the lien foreclosure action of the Master Association.

g. If the Owner breaches the qualifying offer, the stay shall be vacated and the Master Association may proceed in its action to obtain a foreclosure judgment against the Lot

and the Owners for the amount in the qualifying offer and any amounts accruing after the date of the qualifying offer.

h. (1) If the Lot is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Master Association, the Master Association may demand that the tenant pay to the Master Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full to the Master Association and the Master Association releases the tenant or until the tenant discontinues tenancy in the Lot.

(a) The Master Association must provide the tenant a notice, by hand delivery or United States mail, in substantially the following form:

Pursuant to Florida Statute, §720.3085(8), we demand that you make your rent payments directly to the Master Association and continue doing so until the Master Association notifies you otherwise.

Payment due the Master Association may be in the same form as you paid your landlord and must be sent by United States mail or hand delivery to (full address), payable to (name).

Your obligation to pay your rent to the Master Association begins immediately, unless you have already paid rent to your landlord for the current period before receiving this notice. In that case, you must provide the Master Association written proof of your payment within fourteen (14) days after receiving this notice and your obligation to pay rent to the Master Association would then begin with the next rental period.

Pursuant to Florida Statute, §720.3085(8), your payment of rent to the Master Association gives you complete immunity from any claim for the rent by your landlord.

(b) A tenant is immune from any claim by the Owner related to the rent timely paid to the Master Association after the association has made written demand.

(2) If the tenant paid rent to the landlord or Owner for a given rental period before receiving the demand from the Master Association and provides written evidence to the Master Association of having paid the rent within fourteen (14) days after receiving the demand, the tenant shall begin making rental payments to the Master Association for the following rental period and shall continue making rental payments to the Master Association to be credited against the monetary obligations of the Owner until the Master Association releases the tenant or the tenant discontinues tenancy in the unit. The Master Association shall, upon request, provide the tenant with written receipts for payments made. The Master Association shall mail written notice to the Owner of the Master Association's demand that the tenant pay monetary obligations to the Master Association.

(3) The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant shall be given a credit against rents due to the landlord in the amount of assessments paid to the Master Association.

(4) The Master Association may issue notice under Florida Statute, §83.56, and sue for eviction under Florida Statute, §§83.59-83.625, as if the Master Association were a landlord under Part II of Chapter 83 if the tenant fails to pay a monetary obligation. However, the Master Association is not otherwise considered a landlord under Florida Statute, Chapter 83, and specifically has no obligations under Florida Statute, §83.51.

(5) The tenant does not, by virtue of payment of monetary obligations, have any of the rights of an Owner to vote in any election or to examine the books and records of the Master Association.

(6) A court may supersede the effect of this subsection by appointing a receiver.

3. Exempt Property. The following property shall be exempt from the assessments, charges and liens created herein: (i) Common Property; (ii) lands owned by Declarant which have not been annexed to the Property by this Declaration or any Supplemental Declaration; (iii) lands dedicated to the County or other governmental authority, any utility company or the public; and (iv) Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Master Association pursuant to Section 12 of this Article. No other land or improvements in the Property shall be exempt from these assessments, charges or liens. No Owner may avoid assessment obligations by virtue of non-use of the Common Property or abandonment of the Common Property.

4. Purpose. The assessments levied by the Master Association may be used to promote the recreation, health, safety and welfare of the Owners, to perform the Master Association's duties and to exercise the powers conferred on it, to improve, operate, insure and maintain the Common Property and the Areas of Common Responsibility, and to pursue any other purpose deemed desirable or appropriate by the Board, including without limitation any one or more of the following: (a) payment of Master Association operating expenses; (b) lighting, irrigation, maintenance, improvement and beautification of streets and easement areas, and acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property to the extent not otherwise funded by a CDD; (c) operation, maintenance, repair and management of any clubhouse, park and recreational facilities constituting the Areas of Common Responsibility to the extent not otherwise funded by a CDD but specifically excluding the Club; (d) payment of any amount due for the provision, use, operation, maintenance, repair or replacement, from time to time, of any Telecommunications Services or Telecommunications Systems under any agreements entered into in accordance with Article X, Section 27 hereof; (e) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Master Association or the Common Property; (f) operation, management, insurance, replacement, maintenance, repair, beautification and improvement of the Common Property, Areas of Common Responsibility, any easement areas benefiting the Master Association to the extent not otherwise funded by a CDD; (g) repayment of any deficits previously incurred by the Master Association; (h) procurement and maintenance of insurance;

(i) employment of accountants, attorneys and other professionals to represent or advise the Master Association; (j) operation, maintenance and repair of the Master Surface Water Management System for the Property in accordance with the terms of this Declaration and the requirements of the District to the extent not otherwise funded by a CDD; (k) monitoring of protected wetlands as required by the District until such time as the Master Association or the CDD, as the case may be, has completed the task successfully, including meeting all conditions associated with mitigation maintenance and monitoring; including, without limitation, funding for monitoring and maintenance of any wetland mitigation areas each year until the District determines that such areas are successful in accordance with the District Regulations; and (l) doing anything necessary or desirable in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners.

5. Determination of Annual Assessments.

a. Operating Budget. At least thirty (30) days prior to the end of the Master Association's fiscal year, the Board shall prepare a budget of the estimated costs of operating the Master Association during the coming year, including without limitation operational items such as overhead and indirect costs, insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and capital improvement budget items approved by the Board under subsection b., below.

b. Capital Budget. Each year, the Board shall approve a capital budget taking into account the number, type, useful life and expected replacement cost of replaceable assets. The Board shall then set the required annual capital contribution in an amount sufficient to meet the projected capital needs of the Master Association on a timely basis. The annual capital contribution fixed by the Board shall then be included in the annual operating budget and annual assessments described in this Section 5.

c. Adoption of Operating Budget. The Master Association shall mail to each Member at least thirty (30) days prior to the end of the Master Association's current fiscal year a copy of the capital budget, operating budget and annual assessments approved by the Board to be levied for the next fiscal year. The annual assessments for each year (commencing January 1 of the year following the year in which the first Lot was conveyed), may be increased by the Board without a meeting by an amount not to exceed fifteen percent (15%) over and above the annual assessments for the preceding year, and such increase and associated operating budget shall not require the approval of the membership. In the event that the annual assessments exceed fifteen percent (15%) over and above the annual assessments for the preceding year, then such proposed increase shall require a vote of two-thirds (2/3) of the Members, without regard to class, who are voting in person or by proxy, at a meeting duly called for this purpose. If the membership fails to approve the operating budget for the succeeding year which proposes an increase in excess of fifteen percent (15%), or if the Board fails to propose a budget, then the budget and annual assessments for the preceding year shall continue in effect until a new budget is determined.

d. Allocation of Annual Assessments Among Lots. The Master Association shall levy annual assessments on an equal basis per Lot.

6. Special Assessments. In addition to annual assessments, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, repair or replacement of any improvement on the Common Property or Areas of Common Responsibility, or on any easement benefiting the Master Association, for the purpose of covering any budget deficits of the Master Association, or for any other purpose deemed desirable or appropriate by the Board; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members of each class who are in attendance and voting in person or by proxy at a meeting duly called for said purpose.

7. Club Assessments. If, as, and to the extent provided by the Club Plan, the Board, as agent for the Club, may levy assessments for any fees, charges or assessments payable by an Owner to the Club Owner, subject to the terms of the Club Plan.

8. Individual Assessment. The Board may levy an individual assessment against any Owner and that Owner's Lot and any Dwelling located thereon in order to: (i) recover any and all reasonable costs incurred by the Master Association due to that Owner's failure to maintain its Lot or Dwelling pursuant to the standards set forth in this Declaration which costs may include, without limitation, any reasonable attorneys' fees, legal assistants' fees and costs incurred in doing so; and/or (ii) reimburse the Master Association for loss or damage to the Master Association or to any Common Property, Area of Common Responsibility or easement area caused by that Owner or his lessee, agent, contractor or guest, whether or not covered by insurance, or for any other purpose expressly permitted by this Declaration.

9. Commencement of Annual Assessments; Start-Up Assessment; Initial Annual Assessment; Due Dates. Annual assessments on the Lots in the Property shall commence upon the sale of the first Lot in the Property to a bona fide third party purchaser. At the closing of the sale of each Lot in the Property by Declarant to the first purchaser from Declarant, the purchaser shall pay to the Master Association (1) a one time initial contribution ("Start-Up Assessment") in the amount of three hundred dollars (\$300.00), and (ii) the entire annual assessment for the calendar year (less any Telecommunications Services expenses) of closing, prorated on a per diem basis from the date of closing through the end of that calendar year. Notwithstanding the foregoing, the annual fee payable for each Lot shall exclude and shall be reduced by the Lot Telecommunications Services fee until such time as the Lot is conveyed to an Owner other than a Builder. Thereafter, annual assessments shall be due, in advance, on or before the commencement of the Master Association fiscal year for which imposed; but the Board may elect to collect annual assessments in monthly, quarterly or semi-annual installments. In the event of such deferred payments, the Board may, but shall not be required to, charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any annual assessment upon default in the payment of any installment thereon. Annual assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. Beginning with the first resale to a purchaser of a Lot who acquires title to such Lot from an Owner other than a Builder, and as to each subsequent resale of such Lot, there shall be due to the Master Association a "resale assessment" at the time of transfer of title in the amount of three hundred dollars (\$300.00).

The initial annual assessment for the Lots in each Additional Property shall be set forth in the relevant Supplemental Declaration.

10. Certificate. Upon request, the Master Association shall furnish to any Owner a certificate setting forth whether required assessments have been paid. Such certificate shall be conclusive evidence in favor of third parties relying thereon of the payment of any assessment therein stated to have been paid.

11. Subordination. The assessment lien shall be subordinate to the lien of any first priority, purchase money mortgage of an institutional lender. Any such mortgagee which obtains title to a Lot by foreclosure of a mortgage, or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the uncollected assessments or interest, late charges or collection costs pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee, and no mortgagee shall have the obligation to collect any such sums. Such unpaid amounts shall be deemed a Common Expense collectible from all Owners, including the acquiring mortgagee, on a pro-rata basis. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot from the lien for assessments thereafter falling due.

12. Funding by Declarant. Notwithstanding anything contained in this Declaration to the contrary, Declarant shall not be obligated to pay any annual or special assessment or Start-Up Assessment as to any Lot owned by it during any period of time that Declarant pays the Common Expense actually incurred over and above the income derived from annual, special and individual assessments collectible from the Class "A" Members. For purposes of this subsidy arrangement, Declarant need not subsidize or pay replacement reserves or capital expenditures or cash shortfalls caused by delinquencies of members' payment of assessments. Declarant, at its option, may elect by written notice delivered to the Master Association at any time to abandon the subsidy approach and commence payment of the assessments thereafter falling due for the Lots then owned by Declarant, prorated as of the date of such notice. Declarant shall never be obligated to pay any individual assessment unless so elected in writing. Should Declarant, in its sole discretion, elect to fund cash short falls caused by delinquencies of Members' payment of assessments, then such funding would be considered a loan to be paid back by the Master Association to Declarant based upon terms to be determined under a separate loan agreement.

ARTICLE VIII

ARCHITECTURAL CONTROL

1. Architectural Control; ARB. All Lots and Dwellings in the Property are subject to architectural review in accordance with this Article and the planning, construction and development criteria promulgated from time to time from the ARB (the "Planning Criteria") and residential design guidelines ("Residential Design Guidelines") as may be adopted and revised from time to time by the ARB. The Planning Criteria and Residential Design Guidelines shall be written and made available to all Builders in the Property and to all Owners or prospective Owners. The Planning Criteria and Residential Design Guidelines may include any matters considered appropriate by the ARB not inconsistent with this Declaration.

The Declarant shall have the right and power to exempt any Lot and Dwelling from, and/or modify the Planning Criteria and/or Residential Design Guidelines applied to any Lot and Dwelling in its sole and exclusive discretion during the term of ownership of that Lot by a

Builder upon written request from the Builder. Any elevations and plans of any Builder approved in writing by Declarant for construction of Dwellings on Lots shall be deemed approval of the ARB for construction of Dwellings by such Builder on any Lots.

No site work, landscaping, utility extension, drainage improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, or any other physical or structural improvement, or change or alteration to the exterior of any existing structure or improvement, including change in color scheme, or to any existing landscaping, shall be commenced, erected or maintained until the plans showing such details as the nature, size, design, workmanship, shape, finished grade elevation, height, materials and color of the same, together with a landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, all as applicable, have been approved in writing by the ARB.

So long as Declarant owns any Lots subject to this Declaration, Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board. The ARB shall consist of no fewer than three (3) members, none of whom shall be required to be Owners or occupants of the Property. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Dwelling as that Owner desires. Decisions of the ARB shall be by majority action. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such advisors at Common Expense.

It shall be the responsibility of each Owner at the time of construction of the Dwelling on that Owner's Lot to comply with the approved construction plans for the Master Surface Water Management System on file with the District pursuant to District Regulations as they may be in effect at the time construction is commenced.

2. Approvals. Unless waived by the ARB, all plans shall be prepared by an architect or engineer, said person to be employed by and at the expense of the Owner. If for any reason, including purely aesthetic reasons, the ARB should determine that a proposed improvement or alteration is not consistent with the Planning Criteria or Declarant's development plan, or in the best interest of the Community, such improvement or alteration shall not be made. Approval of plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARB with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARB, will render the proposed improvement or alteration inharmonious with the general development plan or the Planning Criteria. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. Submittals and re-submittals of plans shall be approved or disapproved within thirty (30) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be approval of the plans as submitted or resubmitted. The ARB approval or disapproval shall be written and shall be accompanied by one (1) copy of the plans, etc., to be returned to the Owner.

Whenever the ARB disapproves plans, the ARB shall specify the reason or reasons for such disapproval.

3. Violations. The work must be performed strictly in accordance with the plans as approved. If after plans have been approved, the improvements are altered, erected, or maintained upon the Lot other than as approved, the same shall be deemed to have been undertaken without ARB approval. After one (1) year from completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed by any member of the ARB shall appear in the County public records, or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with these provisions.

4. Variances. The ARB may grant variances from compliance with the architectural provisions of this Declaration or the Planning Criteria including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. Such variances must be written and signed by at least two (2) members of the ARB. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with governmental requirements.

5. Waiver of Liability. None of Declarant, the ARB or the Master Association, or any agent or employee thereof, shall be liable to anyone submitting plans for approval or to any Owner, occupant or guest of the Property by reason of, or in connection with approval or disapproval of any plans, or for any defect in any plans submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans. Approval of plans, or any other approvals, variances or consents, are given solely to protect the aesthetics of the Property in the judgment of the ARB and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with applicable laws, codes, rules or regulations, nor shall ARB approval be deemed approval of any plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who submits plans for approval agrees, by submission of such plans, and every Owner or occupant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages.

6. Enforcement. Declarant and the Master Association shall have standing and authority on behalf of the Master Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should Declarant or the Master Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and legal assistants' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Master Association shall have the right but not the obligation to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and

charge any and all reasonable costs thereof to the Owner as an individual assessment, which costs may include, without limitation, any reasonable attorneys' fees, legal assistants' fees and costs incurred in doing so. The individual assessment shall be subject to a \$50.00 administrative late fee over and above the costs incurred to correct the violation. Declarant and the Master Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence or intentional wrongdoing.

ARTICLE IX

EXTERIOR MAINTENANCE

1. Owner's Responsibility. Each Owner shall keep and maintain the building improvements, including Dwelling, and landscaping located on that Owner's Lot in good and presentable condition and repair consistent with the approved plans therefor, and shall otherwise keep such Lot and all improvements located thereon in neat and attractive condition. To the extent not included in the areas required to be maintained by the Master Association pursuant to Section 4 of this Article, each Owner shall, at that Owner's expense, grass over, mow and keep free of trash and debris, on a routine basis, those portions of the Master Surface Water Management System located on that Owner's Lot (whether or not included in a platted drainage easement). When required, major repairs to, and major maintenance and reconstruction of, components of the Master Surface Water Management System will be performed by the Master Association and/or any CDD created with regard to the Community, at Common Expense or by way of a CDD assessment if performed by the CDD. Each Owner shall grass over, mow and keep free of trash and debris, on a routine basis, the unpaved portion of any platted street(s) abutting the Owner's Lot. Each Owner shall be responsible for the maintenance, operation and repair of the swales on the Owner's Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, digging or excavation, construction of fences, depositing fill, debris or any other material or item, constructing or altering any water control structure or otherwise obstructing the surface water flow in any swales ditches or control structures, construction of fences, or any other construction to modify the Master Surface Water Management System facilities is prohibited.

Landscape maintenance shall include without limitation irrigation, fertilization, weeding, mowing, trimming, spraying for insects and disease, and periodic replacement of damaged or diseased plantings.

All sidewalks shall be constructed in accordance with the requirements of the County. Each Owner shall be responsible to maintain, repair and replace the sidewalk abutting his or her Lot. Such maintenance, repair and replacement shall be at the sole cost and expense of the affected Owner. In the event an Owner shall fail to maintain the sidewalk abutting his or her Lot in a manner satisfactory to the Master Association, the Master Association may undertake necessary maintenance, repair or replacement of the sidewalk in accordance with the provisions of this Article. In no event shall the maintenance, repair or replacement of sidewalk be an obligation of the County.

The Master Association shall have the right but not the obligation to provide exterior repair and maintenance on any Lot or any improvement thereon in the event of default by any Owner in the duties hereby imposed. Prior to performing repair or maintenance on any Lot, the Board shall determine that there is need of repair or maintenance and such need detracts from the overall appearance of the Property. Except in emergency situations, prior to commencement of any work, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Master Association may procure said repairs. Upon the Owner's failure to commence timely and to diligently pursue the repairs or maintenance, the Master Association and its agents or employees shall have the right to enter in or upon the Lot and the exterior of any improvement thereon to perform the repairs or maintenance specified in the notice. In this regard, the Master Association shall have the right to do such things as, but not limited to, paint, repair, replace and care for pools, pool enclosures, roofs, gutters, down spouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Property. Declarant, the Master Association, and their respective agents and employees, shall have no liability to the Owner or any occupant or guest for trespass, or damage or injury to property or person as the result of actions taken hereunder unless caused by gross negligence or intentional wrongdoing.

2. Assessment of Costs. The reasonable costs of any work performed or services provided by or at the request of the Master Association pursuant to Section 1 hereinabove shall be assessed as an individual assessment against the Owner of the Lot upon which such work is done or services are provided and the Lot, which costs may include, without limitation, any reasonable attorneys' fees, legal assistants' fees and costs incurred in doing so. An administrative fee of fifty dollars (\$50.00) shall be added to the cost of the work performed.

3. Access. In order to perform the repairs or maintenance authorized by this Article, the agents or employees of the Master Association and/or any CDD created with regard to the Community may enter upon any Lot and the exterior of any improvement located thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

4. Master Association's Responsibility. The Master Association or CDD, as the case may be, shall maintain and keep in good condition and repair the Common Property and the Areas of Common Responsibility and the wall, landscaping, lighting, irrigation, sign, drainage and other improvements from time to time located thereon, including replacing any fixtures or appurtenances located in the Common Property or Areas of Common Responsibility. Unless and until dedicated or conveyed to a governmental unit, utility company, the CDD, or the Master Association, as the case may be, shall maintain, repair and replace as needed, and pay the electrical usage charges for, the lift station and related lines and equipment servicing the Property. All tracts within the Property containing portions of the Master Surface Water Management System for the Property as approved and permitted by the District shall be maintained by the Master Association or CDD, as the case may be. The Master Association or the CDD, as the case may be, shall file with the District and the County Stormwater Office such

annual reports as may be required by the applicable permit for the Master Surface Water Management System. It is the responsibility of the Master Association or the CDD, as the case may be, to operate, maintain and repair the Master Surface Water Management System and to enforce, or to take such appropriate action as may be necessary to cure violations of, the routine maintenance and non-interference covenants of the Owners under this Declaration, and, when appropriate, to levy assessments therefor. Maintenance of the Master Surface Water Management System shall include the exercise of practices which allow the system to provide drainage, water storage, conveyance and other surface water management capabilities as permitted by the District. Any repair or reconstruction of the Master Surface Water Management System shall be as originally permitted or, if modified, as approved by the District. The Declarant shall also have the right, but not the obligation, to enforce the obligations of the Master Association or the CDD, as the case may be, as described in this Section 4. Without limiting the foregoing, if wetland mitigation monitoring is required by the Surface Water Management System permit, the Master Association or the CDD, as the case may be, shall complete the tasks required by the permit successfully, including meeting all conditions associated with mitigation maintenance and monitoring.

ARTICLE X

RESTRICTIVE COVENANTS

The Property shall be subject to the following covenants and restrictions which shall bind each Owner and Lot:

1. Wells. No individual water supply system shall be permitted on any Lot without the approval of the ARB.

2. Obnoxious or Offensive Activity. No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Dwelling or the Common Property, and all laws and regulations of applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside any Dwelling; noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication by other Owners. Notwithstanding the foregoing, nothing contained in the foregoing Section 2 shall restrict or prohibit reasonably necessary construction noise which occurs as a result of construction activities within the Property.

3. Rules and Regulations.

a. Reasonable Rules and Regulations may be promulgated by the Board, after notice and hearing, as to the use and enjoyment of the Property and shall be observed by the Owners and occupants thereof. The Rules and Regulations may involve such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, parking, traffic, state of repair of vehicles, tree removal, pets, game

and play structures and devices, swimming pools, Telecommunication Services, Telecommunication Systems, and antennae, driveways, walkways, sight distances at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce reasonable Rules and Regulations. The Rules and Regulations may augment or clarify the terms of this Declaration or any term, covenant or restriction herein contained.

b. The Rules and Regulations shall not apply to Declarant or to any property owned by Declarant, and shall not be applied in a manner which would prohibit or restrict the development or operation of the Club.

4. Animals. Birds, fish, dogs, cats, reptiles, insects and all other non-human organisms (collectively, "Animals") may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. An Occupant (for purposes hereof deemed to mean that there may only be one Occupant of a Dwelling, regardless of the number of joint owners or residents) may maintain no more than 2 dogs and/or cats. Canine breeds designated as high risk or uninsurable by insurance standards shall not be permitted on the property. Animals shall be sheltered inside Dwellings. No separate or exterior shelter for Animals shall be permitted. All Animals must be kept in a fully fenced area or leashed when outside and shall not be permitted to run loose. Persons in custody or control of an animal are required to clean up any feces deposited upon the private property of others or the Common Property. No Animals shall be permitted to remain on the Property if they disturb the tranquility of the Property or the Owners or tenants thereof, if they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if they are specifically excluded from the Property by the Board after notice and hearing. Where more restrictive than the foregoing, all applicable leash laws shall be complied with at all times within the Property.

5. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each Dwelling or placed within an enclosure or concealed by means of a screening wall approved by the ARB. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

6. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the ARB or Applicable Law.

7. Vehicles. No vehicle may be parked on the Property except within garages or on paved streets and paved driveways. No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in an enclosure and not visible from the street or any other Lot. No commercial vehicles, except those present on business, shall be parked on any part of the Property. For purposes of this provision, "commercial vehicles" shall mean cars, trucks or any other motorized vehicles, and trailers that may be attached thereto, which are used primarily for business rather than personal purposes. No trailers, boats, campers, trucks, mobile homes, motorized recreational vehicles or motorcycles may be parked in the

Property unless parked inside a garage or behind the Dwelling, provided said vehicle cannot be seen from any street. The foregoing shall not be applied to a Builder's construction vehicles and those of a Builder's subcontractors, suppliers and consultants.

8. Temporary Structures. No building or structure of a temporary or portable character such as trailers, tents, shacks or storage units shall be permitted in the Property, except as approved by the ARB, and except for temporary improvements used solely in connection with the construction of approved permanent improvements and removed immediately upon completion of such construction. Neither Declarant nor any Builder doing business in the Property shall be prohibited from erecting or maintaining temporary dwellings, model homes and other structures for development and marketing purposes, provided such are in compliance with the appropriate governmental requirements, and further provided that any Builder first obtains Declarant's written approval of such temporary dwelling, home or structure prior to installing or constructing same, such approval to be granted or denied by Declarant in Declarant's sole discretion. Such rights of the Declarant and Builders shall survive the turnover of control of the Master Association to the Class "A" Members and shall continue for so long as the Declarant or any such Builder owns any Lots within the Property.

9. Signs. No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot; provided, however, a sign of reasonable size provided by a contractor for security services placed within ten (10) feet of any entrance to a Lot, street numbers and name signs on Lots and one sign containing not more than four (4) square feet of surface area per side (2 sides maximum) and used solely in connection with the marketing of the affected Lot for sale or lease shall be permitted. Declarant or the Master Association may enter upon any Lot and remove and destroy any sign which violates this section. This section shall not apply to Declarant, any Telecommunications Provider acting in the exercise of Exclusive Marketing Rights under an agreement with Declarant, or to any Builder doing business in the Property provided that any such Builder first obtains Declarant's written approval of any such structures or materials prior to installing same, such approval to be granted or denied by Declarant in Declarant's sole discretion. Such rights of the Declarant and Builders shall survive the turnover of control of the Master Association to the Class "A" Members and shall continue for so long as the Declarant or any such Builder owns any Lots within the Property.

10. Air Conditioning Equipment. No air conditioning equipment other than compressor units may be visible on the exterior of any Dwelling unless previously approved by the ARB, which approval may be based on the adequacy of screening of such equipment. Window or wall air conditioning units are prohibited.

11. Drainage Structures; Master Surface Water Management System. Unless first approved by the ARB and the District, no Owner other than the Declarant may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Master Association from, on or across any Lot, Common Property or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affect the drainage of or to neighboring Lots or the Common Property.

The Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to the District, Brooksville Service Office, Surface Water Regulation Manager.

No Owner of a Lot or other property within the Community may construct or maintain any building, Dwelling, or structure, or undertake or perform any activity in any portion of the Master Surface Water Management System, including, without limitation, the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved District permit and recorded plat or plats of the Community, unless prior approval is received from the District's Brooksville Regulation Department. Such prohibited activities shall include, without limitation, 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 Master Surface Water Management System.

Each Owner within the Community at the time of construction of a building, Dwelling, or structure shall comply with the construction plans for the Master Surface Water Management System approved and on file with the District.

12. Exterior Electronic or Electric Devices. No Telecommunications Systems, radio, microwave or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto (if in excess of twelve (12) feet), nor any other exterior electronic or electric equipment, structures or devices of any kind may be installed or maintained in the Property without the prior written approval of the ARB. Notwithstanding anything herein to the contrary, satellite dishes less than one (1) meter in diameter do not require the prior written approval of the ARB; provided, however, so long as reception is not impaired in such a way as to impair acceptable quality signal, the ARB shall have the ability to monitor the location of any such satellite less than one (1) meter in diameter and such dishes shall not be visible from the front of any Lot.

13. Subdivision. No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Lot, and thereafter by the Board.

14. Completion. Upon commencement of construction of improvements on any Lot, the Owner shall diligently prosecute the work to the end that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built shall keep the streets and areas adjacent to the Lot free from dirt, mud, garbage, trash or other debris occasioned by construction.

15. Excavation. No clearing or excavation shall be made except incident to construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with sod or seeded in accordance with the approved landscape plan.

16. Fences and Walls. Except for walls constructed by Declarant, there shall be no fence or wall permitted on any Lot unless it meets the requirements below and has been approved by the ARB as to size, material, color, location, etc. Landscape buffers may be required by the ARB on the outside of any fences and walls. All fences must be PVC material, and comply with the requirements of the Community's Residential Design Guidelines as they may be amended from time to time. No fence or wall may be constructed in the following areas of any Lot: (i) between the street along the front of the Dwelling and a straight line being the extensions of the surface of the furthest set back portion of the front side of the Dwelling to each of the two side Lot lines; (ii) between the street facing a side of the Dwelling and a straight line being the extension of the surface of the furthest set back portion of the side of the Dwelling to the rear Lot line; or (iii) in any drainage, landscape or other easement area shown on any plat of the Property. (Any fence or wall within a drainage easement area must comply with Section 11 above). Notwithstanding anything herein to the contrary, so long as Declarant or Builder designated by Declarant maintain any model homes within the Property, they shall have the right to fence all or any part of any Lots being used for parking for the term of such use.

17. Yard Accessories and Play Structures. All yard accessories, play structures, excluding basketball hoops or backboards, and any other fixed games, shall be located at the side or rear of the Dwelling, except that, in the case of Dwelling(s) on corner Lots, such accessories and structures shall be restricted to the side yard furthest from the side street and to that portion of the rear yard which is no closer to the side street than a fence would be permitted to be located under subsection (16)(ii) above.

Basketball structures, either permanently mounted to a Dwelling above the garage or mounted to a permanent pole, will be allowed only under the following conditions:

- a. basketball hoops and structures must be well-maintained;
- b. backboards must be transparent or white, NBA approved, with a limit of two colors of trim;
- c. nets are limited to white nylon; and
- d. the location of the basketball hoop and structure must first be approved by the ARB.
- e. If pole-mounted, the pole must be metal, either black or galvanized and permanently mounted into the ground with a concrete base. No permanent basketball structures may be placed in any side yard.

18. Use; Rentals. Lots shall be used for single family residential purposes only. Owners may rent or lease Dwellings for periods of not less than six (6) months and not more than one (1) year. An Owner, at least seven (7) days prior to entering into a written lease agreement, shall deliver written notice of the lease to the Master Association, together with a copy of the proposed written lease and application fee established by the Board of Directors (unless modified by the Board of Directors, the application fee shall be fifty dollars [\$50.00]). The tenant shall complete such informational form as may be required by the Master Association and Owner shall deliver the same to the Master Association prior to commencement of the

tenancy. The Master Association shall have the right to enforce the Rules and Regulations and the restrictions set forth in this Declaration against such tenant and the Owner but without any obligation to do so against tenant, such enforcement being the sole responsibility of the Owner. Leases must be for the entire home and individual rooms within a home may not be leased. Any lease agreement for a Dwelling within the Community shall provide that the lessee and all occupants of the leased Dwelling shall be bound by the terms of the Governing Documents.

The Owner agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations, the Community Standards, and any other policies adopted by the Master Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Master Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of Owner.

19. Pools. Swimming pools may not be located in the front or side yard of any Lot, nor nearer than the Dwelling to any side street Lot line. Above ground swimming pools are not permitted.

20. Dwellings and Garages. Provisions relating to Dwellings and garages shall be determined by appropriate amendment(s) to this Declaration. Plans for Dwellings and garages approved by Declarant prior to the adoption of any amendment to this Declaration shall not be affected by subsequent amendment(s) to the Declaration and shall remain in full force and effect.

21. Tree Removal and Landscaping. Except by Declarant, trees measuring six (6) inches or more in diameter at three (3) feet or more above ground level shall not be cut or removed without the prior written consent of the ARB; provided, however, trees located within six (6) feet of the location of the Dwelling as approved by the ARB may be removed without prior approval. More restrictive arbor ordinances or environmental laws shall control in the event of conflict herewith. There shall be no removal of trees or Lot clearing, other than clearing of underbrush, until the ARB has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. All Lots shall have fully sodded front and side lawns except in approved landscape or retained natural areas. Unless prohibited by Applicable Law, natural vegetation shall be finished by removal of underbrush and addition of mulch. Notwithstanding the foregoing, Declarant intends to leave natural areas natural and undisturbed to the extent reasonable.

22. Collection. All trash, garbage and refuse shall be placed for pickup not earlier than the evening preceding pickup, and all containers for garbage and refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

23. Pumping or Draining. The Owner of any Lot which includes or is adjacent to any pond, creek, bay head, or other body of water shall not reduce the depth or size of said body of water by pumping or draining therefrom.

24. Skateboard or Bicycle Ramps. No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side street.

25. Declarant Reservation. Any provision of this Declaration to the contrary notwithstanding, until Declarant has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Master Association shall interfere with the completion of Declarant's or any Builder's planned improvements and the sale of the Lots. Declarant may make such lawful use of the unsold Lots and the Common Property, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking.

26. Security Bars. No security bar system may be installed on any window or door of any Dwelling in the Property.

27. Telecommunications.

a. Right to Contract for Telecommunications Services. Declarant and/or Master Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any portion of the Community, including without limitation a bulk service agreement. Prior to the date on which all homes in the Community have been conveyed by Declarant or a Builder to other Owners (the "Community Completion Date"), all contracts entered into between a Telecommunication Provider and Master Association shall be subject to the prior written approval of Declarant, in Declarant's sole and absolute discretion. Additionally, Declarant and/or Declarant's nominees, successors, assigns, affiliates, and licensees may contract with Master Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, ordinances, and regulations. To the fullest extent allowable under applicable laws, statutes, ordinances, and regulations, any Owner who desires Telecommunications Services to be provided to its Lot shall be obligated to purchase service from the Telecommunications Provider with which the Declarant or the Master Association has entered into a bulk service or other exclusive supply agreement for Telecommunications Services. If any agreement for Telecommunications Services entered into by Declarant or Master Association does not provide for bulk Telecommunications Services, or provides for non-exclusive Telecommunications Services, then the scope and cost for Telecommunications Services to be provided to each Lot shall be determined by each individual Owner, and the cost thereof shall be borne directly by such individual Owner. Whether or not Declarant is also the Telecommunications Provider for any particular Telecommunications Service, Declarant shall have the right to receive, perpetually, all or any portion of the access fees and any other revenues derived from such Telecommunications Services within the Community as agreed, from time to time, between the Telecommunications Provider and Declarant. If and at such time as any applicable laws, statutes, ordinances, and regulations prohibit exclusive service agreements for any particular Telecommunications Service, then only the service prohibited shall be removed from the exclusivity provisions of this Section 27, and any Telecommunications Services with respect to which exclusivity has not been prohibited shall continue in full force and effect.

b. Right to Grant Exclusive Marketing Rights. Declarant shall have the further right, but not the obligation, to enter into a contract or contracts with a Telecommunication Provider or Providers that grants to it or them such exclusive marketing rights for Telecommunications Services within all or any portion of the Community as may be agreed by Declarant, in its sole discretion, including without limitation, exclusive rights to market video, internet access, telephone, home automation, and security services (collectively, the "Exclusive Marketing Rights"). Any agreement for the grant of such Exclusive Marketing Rights may also contain agreements and reservations of rights by Declarant, its nominees, successors, assigns, affiliates, and licensees, for the following purposes:

(1) to designate and grant licenses or use rights to representatives of any Telecommunications Provider for physical areas, spaces, or structures within the Community, from which the Telecommunication Provider or Providers shall have the exclusive right to conduct marketing programs for Telecommunications Services to Owners, including spaces within or upon one or more model homes constructed on lots sold to Builders from time to time, as well as facilities within the Common Property, such as exterior open space, kiosks, parks, or any clubhouse or community buildings, or other structures; and

(2) to promote the products and services of the Telecommunications Provider holding such Exclusive Marketing Rights through the exclusive use and display, throughout the Community, including the areas and spaces described in subsection (i) above, of all such tradenames, servicemarks, logos, advertising and promotional programs as may be a part of any marketing, advertising, or promotional campaign conducted by Declarant or the Telecommunications Provider to which Declarant have granted Exclusive Marketing Rights.

The Master Association, and all Builders and Owners within the Community shall comply with, and shall not hinder or disturb, any agreement for Exclusive Marketing Rights between Declarant and any Telecommunication Provider selected by Declarant and will cooperate with Declarant and any such Telecommunication Provider in their performance of any such agreement. In the event Master Association defaults in performing or observing the foregoing requirements, Master Association will defend, indemnify and hold Declarant harmless against liability, loss, cost, damage or expense, including attorneys' fees and costs, incurred to any Telecommunications Provider to which Declarant may become liable by virtue of any such failure or default.

c. Easements. Declarant and, after the Community Completion Date, the Master Association reserves to itself, its nominees, successors, assigns, affiliates, and licensees, and shall have the right to grant to each Telecommunications Provider providing Telecommunications Services to all or any portion of the Community, pursuant to an agreement between Declarant or Master Association and such Telecommunications Provider, for the duration of such agreement, a perpetual right, privilege, and easement on, over, across, under, and upon the portions of the Community designated by Declarant from time to time ("Designated Areas"). Such privilege, right or easement shall be for the installation, construction and maintenance of Telecommunications Systems, together with a perpetual right, privilege, and easement for ingress and egress on, over, and across the Designated Areas of the Community for installing, constructing, inspecting, maintaining, altering, moving, improving, and replacing facilities and equipment constituting such systems. If and to the extent that Telecommunications

Services provided by such Telecommunications System are to serve all of the Community, then the cost of the Telecommunications Services may be included in the Operating Expenses of the Master Association and shall be assessed as part of the Assessments.

d. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Property and/or any Dwelling to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by any Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from Master Association of such failure shall vest in Master Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Property and/or Dwelling disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Master Association may restore or cause to be restored such disturbed portion of the Common Property and/or Dwelling immediately. In the event that the Master Association exercises such right of self-help, each Telecommunications Provider agrees in advance that Master Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. Such remedy of self-help is in addition to all other remedies of Master Association hereunder. All reasonable expenses incurred by Master Association in connection with such restoration shall be paid by the Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Master Association's invoice. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the prime rate of interest published in the Wall Street Journal, (or successor publication designated by Declarant), on the date of such invoice, or (ii) the maximum rate of interest allowed by Florida law for such obligations.

e. Operating Costs. To the extent that Telecommunications Services are to be provided under a bulk service contract with Declarant or Master Association, then any charges therefor shall be added to the budget of the Master Association and shall be a portion of the annual assessment payable by the Owners of all Lots in the Community. If a bulk service contract is entered into, then the provision of additional premium Telecommunications Services to each Lot shall be determined by each individual Owner, and the cost of such additional premium Telecommunications Services shall be borne directly by such individual Owner. Master Association and each Builder and Owner acknowledges that Declarant may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services or the Exclusive Marketing Rights, if granted. Such compensation may be paid on a per-Dwelling or other basis, at the sole discretion of Declarant. All such compensation shall be the sole property of Declarant, who shall have no duty to account for or to disclose the amount of any such compensation to Master Association, any Builder or Owner.

f. Survival. All rights of the Declarant and any Telecommunications Provider pursuant to this Section 27 shall survive the turnover of control of the Master Association to the Class "A" Members and shall terminate on the date specified in any agreement between Declarant and such Telecommunications Provider, or as otherwise provided by Applicable Law on the date this Declaration is recorded in the County Official Records.

28. Energy-Saving Devices. The Master Association shall be empowered to adopt rules governing the type of clotheslines, solar collectors, solar heating panels and other energy-saving devices that may be permitted on any Lot and establish reasonable restrictions relating to safety, location and maintenance thereof. Clotheslines permissible pursuant to the rules of the Master Association may only be installed in a rear yard location, not visible from the street or neighboring property. This restriction and all rules promulgated pursuant hereto shall be construed so as to not conflict with, or violate the terms of Section 163.04, Florida Statutes.

29. Flags. Each Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, regardless of any covenants, restrictions, bylaws, rules, or requirements of the Master Association.

Each Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Owner's real property, regardless of any covenants, restrictions, bylaws, rules, or requirements of the Master Association, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from the flagpole, regardless of any covenants, restrictions, bylaws, rules, or requirements of the Master Association, one official United States flag, not larger than 4 ½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the Governing Documents.

30. Peaceable Assembly. All Common Property and recreational facilities serving the Master Association shall be available to Owners in the Master Association and their invited guests for the use intended for such Common Property and recreational facilities. The entity or entities responsible for the operation of the Common Property and recreational facilities may adopt reasonable rules and regulations pertaining to the use of such Common Property and recreational facilities. No entity or entities shall unreasonably restrict any Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in Common Property and recreational facilities.

31. Florida-Friendly Landscaping. An Owner may implement Florida-friendly landscaping as defined in Section 373.185, Florida Statutes, on his or her Lot. The Master Association may not create any requirement or limitation in conflict with any provision of Part II of Chapter 373, Florida Statutes, or a water shortage order, other order, consumptive use permit, or rule adopted or issued pursuant to Part II of Chapter 373.

32. Access Ramps.

a. An Owner may construct an access ramp if a resident or occupant of the Lot has a medical necessity or disability that requires a ramp for egress and ingress under the following conditions:

(1) The ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use.

(2) Plans for the ramp must be submitted in advance to the Master Association. The Master Association may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces.

b. The Owner must submit to the Master Association an affidavit from a physician attesting to the medical necessity or disability of the resident or occupant of the Lot requiring the access ramp. Certification used for Florida Statute, §320.0848, shall be sufficient to meet the affidavit requirement.

33. Fines.

a. The Master Association may levy reasonable fines of up to one hundred dollars (\$100.00) per violation against any Member or any Member's tenant, guest, or invitee for the failure of the Owner of the Lot or its occupant, licensee, or invitee to comply with any provision of this Declaration, the Bylaws, or reasonable rules of the Master Association. A fine may be levied for each day of continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed one thousand dollars (\$1,000.00) in the aggregate unless otherwise provided in the Governing Documents. A fine of less than one thousand dollars (\$1,000.00) may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney's fees and costs from the nonprevailing party as determined by the court.

(1) The Master Association may suspend, for a reasonable period of time, the right of a Member, or a Member's tenant, guest, or invitee, to use Common Property and facilities for the failure of the Owner of the Lot or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Master Association Bylaws, or rules of the Master Association. This subsection does not apply to that portion of Common Property used to provide access or utility services to the Lot. Suspension does not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

(2) A fine or suspension may not be imposed without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not officers, directors, or employees of the Master Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the association imposes a fine or suspension, the Master Association must provide written notice of such fine or suspension by

mail or hand delivery to the Owner and, if applicable, to any tenant, licensee, or invitee of the Owner.

b. If a Member is more than ninety (90) days delinquent in paying a monetary obligation due to the Master Association, the Master Association may suspend the rights of the Member, or the Member's tenant, guest, or invitee, to use Common Property and facilities until the monetary obligation is paid in full. This subsection does not apply to that portion of Common Property used to provide access or utility services to the parcel. Suspension does not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park. The notice and hearing requirements under subsection (2) do not apply to a suspension imposed under this subsection.

c. A Master Association may suspend the voting rights of a Lot or Member for the nonpayment of any monetary obligation due to the Master Association that is more than ninety (90) days delinquent. A voting interest or consent right allocated to a Lot or Member which has been suspended by the Master Association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under Chapter 720, Florida Statutes, or pursuant to the Governing Documents. The notice and hearing requirements under subsection (2) do not apply to a suspension imposed under this subsection. The suspension ends upon full payment of all obligations currently due or overdue to the Master Association.

d. All suspensions imposed pursuant to subsection b or subsection c must be approved at a properly noticed Board meeting. Upon approval, the Master Association must notify the Owner and, if applicable, the Lot's occupant, licensee, or invitee by mail or hand delivery.

ARTICLE XI

ADDITIONAL COVENANTS AND RESTRICTIONS

1. Sub-Associations. Sub-Associations, subordinate to the Master Association, may be organized with respect to residential subdivisions located within the Community. All governing documents of each Sub-Association must be submitted to and approved by the Declarant, for so long as Declarant owns any Lots, and to the Board thereafter, prior to recording or filing of same. Unless the declaration, articles of incorporation, bylaws, and any other governing documents relating to a Sub-Association (collectively, the "Sub-Association Documents") are approved prior to their recording or filing, they shall be considered null and void and shall not be enforceable. The approval shall be evidenced by the signature of an officer or other authorized representative and corporate seal of the approving party on each such governing document. Declarant or Master Association, as applicable, may charge an appropriate fee to review such governing documents.

2. Rights and Duties of Sub-Associations. Each Sub-Association shall: (a) abide by this Declaration; (b) enforce its declaration or other deed and use restrictions; (c) maintain common areas or other real property under its control or jurisdiction; (d) administer the affairs of the Sub-Association; (e) provide the Master Association with the names and addresses of all Owners who are members of that Sub-Association and shall notify the Master Association in

writing each time there is a change in the name and/or mailing address of a member of that Sub-Association; and (e) perform such other duties as are prescribed by its governing documents or which may be assigned to it from time to time by the Declarant or Master Association.

3. Power of the Master Association over Sub-Associations. The Master Association shall receive the same notification of each meeting of the members of a Sub-Association or board of directors thereof required by the governing documents of such Sub-Association and a representative of the Master Association shall have unrestricted right to attend any such meeting (but shall not be obligated to do so).

In the event that a Sub-Association should fail or refuse to properly exercise its responsibility with respect to any matter (as determined by the Master Association, in its sole discretion), the Master Association may have, and may exercise, the Sub-Association's right of approval, disapproval or enforcement as to the matter. If the Sub-Association fails to comply with any requirements set forth by the Master Association, the Master Association shall have the right to take action on behalf of the Sub-Association and shall levy an assessment in an amount adequate to recover the Master Association's cost and expenses (including administrative, legal and accounting costs and expenses) associated with the taking of the action. The assessment shall be levied against all or any portion of the Property governed by the Sub-Association and each Lot located within that portion of the Property shall be liable for his pro rata share of the assessment. The assessment will be levied as a special assessment to be treated and collected as set forth in Article VII.

4. Owners. No Owner may impose any additional covenants or restrictions on any Lot or other part of the Property without the prior written approval of Declarant, for so long as Declarant owns any Lots, and thereafter without the prior written approval of the Board. The foregoing shall not prohibit a Sub-Association Board from enacting amendments to its Sub-Association Documents subject to the approval of the Master Association as provided by Section 1 of this Article.

ARTICLE XII

AMENDMENT

The holders of at least two-thirds (2/3) of the votes in the Master Association (without regard to class) may change or amend any provision hereof either (1) by causing the Master Association to execute and record a written instrument setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same recorded in the Public Records of the County; provided, however, that so long as Declarant is in control of the Master Association and maintains its Class "B" memberships status, (i) any such amendment shall require Declarant's written approval, which may be withheld in Declarant's sole discretion, and (ii) Declarant may initiate, adopt and make any amendment to this Declaration without the joinder or consent of any Owner or any other party, subject only to the restrictions set forth in Section 720.3075(5), Florida Statutes. Any proposed amendment may be initiated by Declarant, the Master Association, or petition signed by ten percent (10%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted

by vote, the affirmative vote required for adoption shall be two-thirds (2/3) of the votes of the Members (without regard to class) cast in person or by proxy at a meeting duly called, and the consent of Declarant, if required, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment, or the certified copy of the duly adopted resolution, among the Public Records of the County. Within thirty (30) days after recording an amendment to the Declaration, the Master Association shall provide copies of the amendment to the Members. Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration at any time and from time to time, with the joinder of members, to correct scrivener's errors. Notwithstanding anything contained in this Declaration to the contrary, any proposed amendment to this Declaration which would in any way affect the Club or adversely affect the Club Owner shall require Club Owner's written approval, which may be withheld in the Club Owner's sole discretion.

ARTICLE XIII

HUD/FHA/VA AND DISTRICT APPROVAL RIGHTS

Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class "B" membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Master Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any amendment of this Declaration, or dissolution of the Master Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Dwellings in the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained. In addition, any amendment to this Declaration which alters the Master Surface Water Management System beyond maintenance in its original condition, including the surface water management portions of the Common Property, must have the prior approval of the District. This Declaration may not be amended without the prior written consent of the District if such amendment would change any of the provisions of this Declaration governing or affecting the operation, maintenance or repair of the Master Surface Water Management System for the Property.

ARTICLE XIV

DURATION AND TERMINATION

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Master Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the public records, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the Public Records of the County.

ARTICLE XV
APPLICABILITY OF DECLARATION AFTER DISSOLUTION

In the event of dissolution of the Master Association, the Community and each Lot therein shall continue to be subject to the provisions of the Declaration, including, without limitation, the provisions respecting Assessments and the Club specified in this Declaration and/or the Club Plan. Each Owner shall continue to be personally obligated to the successors or assigns of Master Association, and/or Club Owner, as the case may be, for Assessments and Club Dues to the extent that Assessments and Club Dues are required to enable the successors or assigns of Master Association and/or Club Owner to properly maintain, operate and preserve the Common Property and/or Club. Without limiting the foregoing, the obligation of each Owner to pay the Club Membership Fee shall survive the dissolution of Master Association. The provisions of this Article only shall apply with regard to the maintenance, operation, and preservation of those portions of the Community which had been Common Property and/or comprised part of the Club and continue to be so used for the common use and enjoyment of the Owners.

ARTICLE XVI
ENFORCEMENT

1. **Remedies.** If any person shall violate or attempt to violate this Declaration, it shall be lawful for Declarant, any Owner, or the Master Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate this Declaration, (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations, or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. In addition, whenever there shall have been built or there shall exist on any Lot any structure, thing or condition which violates this Declaration, Declarant or the Master Association (but not any Owner) shall have the right, but not the obligation, to enter upon the Lot where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such Lot, which expense shall constitute an individual assessment to be treated and collected as set forth in Article VII, and such entry and abatement or removal shall not be deemed a trespass or make Declarant or Master Association, or the agents or employees of either, liable for any damages on account thereof. The remedies contained in this provision shall be cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of Declarant, the Master Association, or an Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

The District shall have the right to enforce, by a proceeding at law or in equity, the provisions of this Declaration which relate to maintenance, operation and repair of the Master Surface Water Management System.

In addition to the enforcement rights of the Declarant and the Master Association as set forth elsewhere in this Declaration, the District shall have the right to take enforcement

measures, including a civil action for injunction and/or penalties, against the Master Association and/or any CDD created with regard to the Community, as applicable, to compel the correction of any outstanding problems with the Master Surface Water Management System which are in violation of Article X, Section 11 hereof. As provided in Article IV, Section 10 above, in the event of termination, dissolution or final liquidation of the Master Association or the CDD, as the case may be, the responsibility for the operation and maintenance of the Master Surface Water Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3 (or comparable successor documentation), and be approved by the District prior to such termination, dissolution or liquidation.

2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which other provisions shall remain in full force and effect.

3. Dispute Resolution. All disputes involving this Declaration shall be resolved as provided in Florida Statutes, Section 720.311, as it now exists and may hereafter be amended.

4. Notices. All notices shall be in writing. Any notice sent to an Owner shall be deemed to have been properly sent when hand delivered or when mailed, postage paid, to the last known address of the person who appears as Owner on the records of the Master Association at the time of such mailing. Notices may be sent by like method to Declarant at the address set forth in the preamble to this Declaration, and by like method to the Master Association at its address last registered with the Office of the Secretary of State, State of Florida.

ARTICLE XVII

DECLARANT'S ADDITIONAL RIGHTS

1. Declarant's Rights; Obligation of Cooperation by Master Association. Until such time as Declarant and any Builder have completed all of the contemplated improvements and have sold all of the Lots within the Community to third parties, the following provisions shall apply and control notwithstanding any provisions contained in this Declaration to the contrary:

a. The Master Association hereby grants the Declarant an easement, assignable by the Declarant, across all Common Property and additions to Common Property, for the construction of water, sewer, drainage, water retention, reclaimed water, irrigation, telecommunication services, gas and electric facilities; for the installation of any other utility, community system and service or facility deemed by Declarant (or Builders to the extent designated by Declarant) necessary or desirable for the development of the Properties and Common Property; and for the conduct of all construction, sales and marketing activities deemed necessary or desirable by the Declarant (or Builders to the extent designated by Declarant).

b. The Master Association grants the Declarant the right to alter the boundaries of the Common Property whether or not they have been previously deeded to the Master Association, provided that such alteration does not substantially, materially and adversely

affect the function and use of the Common Property. The Master Association and each Owner hereby irrevocably appoint the Declarant or its officers as their attorney-in-fact to execute and/or deliver any document, plat, deed or other written instrument necessary or convenient to accomplish the addition of Common Property and Properties, to create easements as deemed necessary by Declarant and to adjust the boundary or boundaries of the Common Property. Such appointment shall be deemed coupled with an interest and irrevocable.

c. Neither the Master Association nor its Members, nor the use of the Common Property by the Master Association or its Members, shall interfere with the completion of the contemplated improvements or the marketing and sale by Declarant of Lots or Builders of Dwellings within the Community.

d. Declarant reserves and the Master Association grants to Declarant and Builders authorized by Declarant the right to make such use of Lots and the Common Property, as may facilitate completion and sale of Lots by the Declarant and authorized Builders. Without limiting the foregoing, Declarant and authorized Builders shall have the right to maintain a sales office, model units, administration office and/or construction office (which may be a construction trailer or a temporary or permanent building) on Lots or on the Common Property, which, notwithstanding anything in this Declaration to the contrary, may be fenced during its ownership by Declarant and authorized Builders. Upon sale of any model home for residential use, the garage shall be restored to be used for vehicular parking and all temporary improvements such as fencing, flags and signage shall be removed. Declarant and authorized Builders further shall have the right to erect and maintain signs on Lots or on the Common Property, shall have the right to bring prospective purchasers upon the Common Property, shall have the right to use the Common Property for any sales or marketing purposes, shall have the right to grant the right of use of the Common Property to any prospects or any other individuals or group in their sole discretion and shall be entitled to conduct all other marketing activities desired and authorized by Declarant. Within thirty (30) days of the final sale of a home by a Builder(s), the Builder(s) shall remove from the Property all marketing materials including, but not limited to, banners, placards and signage.

e. Without the express prior written consent of Declarant, no amendment shall be made to the Declaration and no Rules and Regulation shall be adopted by the Master Association which shall modify the assessments or other charges on Declarant's Lots or which shall restrict, impair or in Declarant's sole judgment adversely affect Declarant's activities on the Common Property, delegation of use of the Common Property, or marketing and sale of the remaining Lots in the Community by Declarant or Builder, whether or not such activities are enumerated in the preceding paragraphs.

ARTICLE XVIII
DECLARATION OF COVENANTS, SURVIVAL AFTER TAX
DEED OR FORECLOSURE

All provisions of this Declaration shall survive and be enforceable after the issuance of a tax deed or master's deed, or upon the foreclosure of an assessment, a certificate or lien, a tax deed, tax certificate, or tax lien as to each Lot, to the same extent that they would be enforceable

against a voluntary grantee of title to the Lot immediately before the delivery of the tax deed or master's deed or immediately before the foreclosure.

ARTICLE XIX
PROSPECTIVE PURCHASERS SUBJECT TO MASTER
ASSOCIATION MEMBERSHIP REQUIREMENT; DISCLOSURE
REQUIRED; COVENANTS; ASSESSMENTS; CONTRACT
CANCELLATION

1. a. A prospective parcel owner in a community must be presented a disclosure summary before executing the contract for sale. The disclosure summary must be in a form substantially similar to the following form:

DISCLOSURE SUMMARY
FOR
BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.

2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.

3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____.

4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____.

7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE: _____ PURCHASER: _____

The disclosure must be supplied by the Declarant or Builder, or by the parcel Owner if the sale is by an Owner that is not the Declarant or Builder. Any contract or agreement for sale shall refer to and incorporate the disclosure summary and shall include, in prominent language, a statement that the potential buyer should not execute the contract or agreement until they have received and read the disclosure summary required by this section.

b. Each contract entered into for the sale of property governed by covenants subject to disclosure required by this section must contain in conspicuous type a clause that states:

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN THREE (3) DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

c. If the disclosure summary is not provided to a prospective purchaser before the purchaser executes a contract for the sale of property governed by covenants that are subject to disclosure pursuant to this section, the purchaser may void the contract by delivering to the seller or the seller's agent or representative written notice canceling the contract within three (3) days after receipt of the disclosure summary or prior to closing, whichever occurs first. This right may not be waived by the purchaser but terminates at closing.

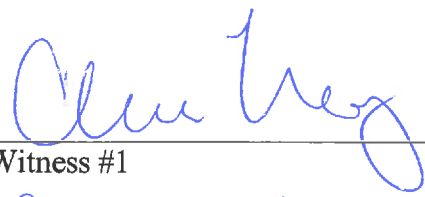
[Execution page follows.]


IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

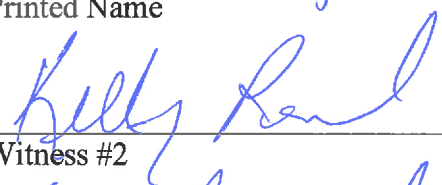
WITNESSES:

DECLARANT:

NORTH BROOK HOLDINGS, LLC
a Delaware limited liability company


Witness #1
Chrishe Vogiatzis
Printed Name

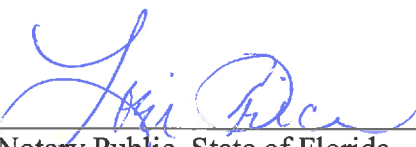
By: 
John M. Ryan
Its Manager


Witness #2
Kelly Rensel
Printed Name

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10th day of May, 2018, by John M. Ryan, as Manager of NORTH BROOK HOLDINGS, LLC, a Delaware limited liability company, on behalf of such company. He is personally known to me.


Notary Public, State of Florida
Printed name: Lori Price
My Commission Expires: 12/11/2020

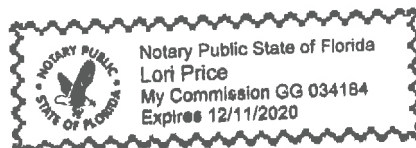
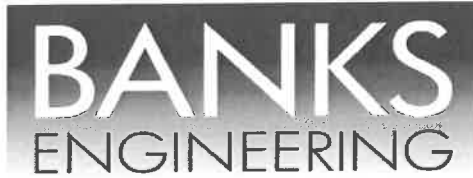


EXHIBIT "A"

PROPERTY

[Legal Description of attached.]



Professional Engineers, Planners & Land Surveyors

DESCRIPTION
OF A
TRACT OR PARCEL OF LAND
LYING IN
SECTIONS 15, 16 AND 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

EXHIBIT "A"

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 15, 16 AND 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

PARCEL "A"

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE S 89°29'37" E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 FOR 1,411.00 FEET; THENCE S 00°30'23" W FOR 706.92 FEET; THENCE S 27°55'32" W FOR 1,112.54 FEET; THENCE S 52°04'05" W FOR 366.27 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF PRITCHETT PARKWAY (100 FEET WIDE) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,150.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 32°06'53" E; THENCE WESTERLY ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 32°03'13" FOR 643.36 FEET; THENCE N 89°56'20" W ALONG SAID EASTERLY LINE FOR 1,399.20 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,050.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 47°47'50" FOR 875.93 FEET TO AN INTERSECTION WITH THE CENTERLINE OF BAYSHORE CREEK AS LOCATED ON NOVEMBER 2, 2001; THENCE ALONG SAID CENTERLINE THE FOLLOWING FIVE (5) COURSES:

- 1.) THENCE N 04°32'24" E FOR 90.77 FEET;
- 2.) THENCE N 23°44'09" E FOR 306.54 FEET;
- 3.) THENCE N 41°45'07" E FOR 222.54 FEET;
- 4.) THENCE N 59°41'20" E FOR 199.30 FEET;
- 5.) THENCE N 75°53'16" E FOR 136.18 FEET;
- 6.) THENCE N 38°59'21" E FOR 33.51 FEET;
- 7.) THENCE N 02°12'10" E FOR 39.99 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE S 89°59'47" E ALONG SAID SOUTH LINE FOR 915.24 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE N 00°06'54" W ALONG THE WEST LINE OF SAID FRACTION FOR 667.02 FEET TO THE NORTHWEST CORNER OF SAID FRACTION; THENCE N 89°56'25" E ALONG THE NORTH LINE OF SAID FRACTION FOR 672.59 FEET TO THE **POINT OF BEGINNING**.

SHEET 1 OF 14

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AND

PARCEL "B"

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE N 89°50'53" W ALONG THE SOUTH LINE OF SAID FRACTION FOR 661.74 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16 THE SAME BEING A POINT ON THE EAST LINE OF COLONIAL PINES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 36 AT PAGES 26 THROUGH 29 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N 00°06'55" W ALONG SAID EAST LINE FOR 664.54 FEET TO THE NORTHEAST CORNER OF SAID FRACTION AND SAID COLONIAL PINES; THENCE N 00°06'55" W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16 FOR 664.54 FEET TO THE NORTHEAST CORNER OF SAID FRACTION; THENCE N 89°49'35" W ALONG THE NORTH LINE OF SAID FRACTION FOR 664.45 FEET TO THE NORTHWEST CORNER OF SAID FRACTION; THENCE S 00°13'55" E ALONG THE WEST LINE OF SAID FRACTION FOR 664.68 FEET TO THE SOUTHWEST CORNER OF SAID FRACTION THE SAME BEING AN INTERSECTION WITH THE NORTH LINE OF SAID COLONIAL PINES; THENCE N 89°50'14" W ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 16 AND THE NORTH LINE OF SAID COLONIAL PINES FOR 998.54 FEET TO AN INTERSECTION WITH THE CENTERLINE OF BAYSHORE CREEK AS LOCATED ON NOVEMBER 2, 2001; THENCE ALONG SAID CENTERLINE THE FOLLOWING THREE (3) COURSES:

- 1.) THENCE N 01°17'16" E FOR 58.82 FEET;
- 2.) THENCE N 11°04'42" W FOR 270.22 FEET;
- 3.) THENCE N 10°50'46" E FOR 347.01 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, THE SAME BEING THE SOUTH LINE OF HUNTER'S GLEN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 59 AT PAGES 92 THROUGH 94 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA; THENCE S 89°49'35" E ALONG SAID SOUTH LINE FOR 316.69 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION AND SAID HUNTER'S GLEN; THENCE N 00°20'57" W ALONG THE EAST LINE OF SAID FRACTION AND SAID HUNTER'S GLEN FOR 1329.62 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND SAID HUNTER'S GLEN; THENCE S 89°48'18" E ALONG SAID SOUTH LINE FOR 667.18 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION AND AN INTERSECTION WITH THE EAST LINE OF SAID HUNTER'S GLEN; THENCE N 00°13'55" W ALONG THE EAST LINE OF SAID FRACTION AND SAID HUNTER'S GLEN FOR 666.28 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID HUNTER'S GLEN; THENCE S 89°52'09" E ALONG SAID SOUTH LINE FOR 378.81 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID HUNTER'S GLEN; THENCE N 00°03'40" E ALONG SAID EAST LINE FOR 150.55 FEET TO THE NORTHEAST CORNER OF SAID HUNTER'S GLEN, THE SAME BEING AN INTERSECTION WITH THE WESTERLY LINE OF PRITCHETT PARKWAY (100 FEET WIDE); THENCE S 89°56'20" E ALONG SAID WESTERLY LINE FOR 942.66 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 89°55'27" FOR 1647.95 FEET; THENCE S 00°00'53" E ALONG SAID WESTERLY LINE FOR 2572.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 21°06'48" FOR 386.92 FEET; THENCE S 21°05'55" W ALONG SAID WESTERLY LINE FOR 652.71 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 29°20'46" FOR 589.01 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PRITCHETT PARKWAY AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 86°07'33" FOR 45.10 FEET; THENCE S 77°52'42" W ALONG SAID NORTHERLY LINE FOR 75.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET; THENCE WESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 41°28'01" FOR 325.68 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF LEETANA DRIVE (86 FEET WIDE) AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 4064.06 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 04°02'04" FOR 286.17 FEET TO AN

INTERSECTION WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE N 00°06'48" E ALONG SAID WEST LINE FOR 1381.74 FEET TO THE SOUTHWEST CORNER OF PARCEL 122 AS DESCRIBED IN INSTRUMENT NUMBER 2011000178885 OF THE PUBLIC RECORDS OF SAID LEE COUNTY; THENCE S 89°52'23" E ALONG THE SOUTH LINE OF SAID LANDS FOR 200.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N 00°06'48" E ALONG THE EAST LINE OF SAID LANDS FOR 200.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS AND AN INTERSECTION WITH THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 21; THENCE N 89°52'23" W ALONG THE NORTH LINE OF SAID LANDS AND SAID FRACTION FOR 200.00 FEET TO THE **POINT OF BEGINNING**.

AND

PARCEL "C"

BEGINNING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE S.89°44'09"E. ALONG THE NORTH LINE OF SAID SECTION 15 FOR 1341.49 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE S.00°00'20"W. ALONG THE EAST LINE OF SAID FRACTION FOR 2657.08 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION; THENCE S.00°00'40"E. ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 FOR 1328.46 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION THE SAME BEING THE NORTHEAST CORNER OF OAKMONT, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 34 AT PAGES 161 THROUGH 164 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.89°40'00"W. ALONG THE SOUTH LINE OF SAID FRACTION AND THE NORTH LINE OF SAID OAKMONT FOR 868.51 FEET TO AN INTERSECTION WITH THE CENTERLINE OF POPASH CREEK AND THE WESTERLY LINE OF SAID OAKMONT; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE AND SAID WESTERLY LINE TO AN INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 THE SAME BEING THE SOUTHWEST CORNER OF SAID OAKMONT; THENCE N.89°36'56"W. ALONG SAID SOUTH LINE FOR 194.20 FEET TO THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE S.00°19'27"E. ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21 FOR 1339.16 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION; THENCE N.89°50'02"W. ALONG THE SOUTH LINE OF SAID FRACTION FOR 664.14 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S.00°12'53"E. ALONG THE EAST LINE OF SAID FRACTION FOR 1338.69 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION; THENCE CONTINUE S.00°12'53"E. 582.89 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF LEETANA DRIVE (86 FEET WIDE); THENCE N.46°31'25"W. ALONG SAID NORTHERLY LINE FOR 203.32 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5553.58 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 05°30'23.2" FOR 533.73 FEET; THENCE N.49°06'14"E. ALONG SAID NORTHERLY LINE FOR 36.99 FEET; THENCE N.40°53'46"W. ALONG SAID NORTHERLY LINE FOR 50.00 FEET; THENCE S.49°06'14"W. ALONG SAID NORTHERLY LINE FOR 37.00 FEET; THENCE N.40°53'46"W. ALONG SAID NORTHERLY LINE FOR 156.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 3513.62 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 06°05'42.5" FOR 373.78 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF PRITCHETT PARKWAY (100 FEET WIDE) AND A POINT OF REVERSE CURVE HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°05'24" FOR 1247.81 FEET; THENCE N.21°05'55"E. ALONG SAID EASTERLY LINE FOR 652.71 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET; THENCE NORTHERLY ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 21°06'48" FOR 423.77 FEET; THENCE N.00°00'53"W. ALONG SAID EASTERLY LINE FOR 2572.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 57°52'14" FOR 1161.54 FEET; THENCE N 52°04'05" E FOR 366.27 FEET; THENCE N 27°55'32" E FOR 1112.54 FEET; THENCE N 00°30'23" E FOR 706.92 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE S 89°29'37" E ALONG SAID NORTH LINE FOR 1235.16 FEET TO THE **POINT OF BEGINNING**.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL "1"

COMMENCING AT NORTHWEST CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE S.00°01'00"W. ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15 FOR 1328.33 FEET TO THE **POINT OF BEGINNING** THE SAME BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE S.89°43'37"E. ALONG THE NORTH LINE OF SAID FRACTION FOR 467.00 FEET; THENCE S.00°01'00"W. FOR 467.00 FEET; THENCE N.89°43'37"W. FOR 467.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID FRACTION; THENCE N.00°01'00"E. ALONG THE WEST LINE OF SAID FRACTION FOR 467.00 FEET TO THE **POINT OF BEGINNING**.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL "2"

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE N 00°01'06" W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION FOR 158.36 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 362.00 FEET TO WHICH POINT A RADIAL LINE BEARS S 28°13'25" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°52'28" FOR 138.21 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 116°52'25" FOR 142.79 FEET; THENCE N 63°40'04" W FOR 258.48 FEET; THENCE S 89°58'25" W FOR 34.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°29'43" FOR 119.11 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 198.93 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°19'48" FOR 157.39 FEET; THENCE N 89°51'40" W FOR 230.19 FEET; THENCE N 00°08'01" W FOR 102.92 FEET; THENCE N 89°43'43" W FOR 129.72 FEET; THENCE N 00°16'17" E FOR 93.83 FEET; THENCE S 89°59'07" W FOR 62.46 FEET; THENCE N 00°00'36" W FOR 72.78 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°33'25" FOR 19.44 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 126°53'27" FOR 121.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°46'16" FOR 24.33 FEET; THENCE N 26°34'22" W FOR 70.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°04'55" FOR 98.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 508.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 77°25'06" W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°05'44" FOR 399.83 FEET; THENCE N 57°40'38" E FOR 51.64 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62°41'28" FOR 16.41 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82°49'25" FOR 79.51 FEET; THENCE N 49°57'11" E FOR 84.57 FEET; THENCE S 27°09'46" E FOR 24.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 625.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°32'05" FOR 376.71 FEET; THENCE S 61°41'50" E FOR 33.18 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65°20'50" FOR 96.94 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°50'54" FOR 426.36 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 750.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°40'34" FOR 165.93 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°05'35" FOR 349.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 707.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 71°54'58" E; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°32'57" FOR 241.22 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 362.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°18'40" FOR 381.05 FEET TO THE **POINT OF BEGINNING**.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL "3"

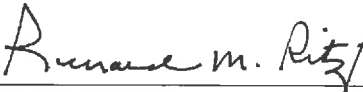
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE N 89°52'23" W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION FOR 1,257.56 FEET; THENCE N 00°07'37" E FOR 126.47 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 89°52'23" W FOR 213.35 FEET; THENCE N 00°00'53" W FOR 15.06 FEET; THENCE N 89°52'23" W FOR 19.50 FEET; THENCE N 00°00'53" W FOR 744.68 FEET; THENCE N 89°59'07" E FOR 229.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 320.00 FEET TO WHICH POINT A RADIAL LINE BEARS S 67°09'46" W; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°44'08" FOR 20.86 FEET; THENCE S 26°34'22" E FOR 70.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°46'16" FOR 24.33 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°02'09" FOR 73.95 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°49'38" FOR 12.52 FEET; THENCE S 00°00'36" E FOR 52.03 FEET; THENCE S 89°59'07" W FOR 52.03 FEET; THENCE S 00°00'01" E FOR 524.14 FEET TO THE **POINT OF BEGINNING**.

SUBJECT PARCEL CONTAINS: 716.37 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

ASSUMED NORTH BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST AS BEARING S 89°29'37" E.

DESCRIPTION PREPARED: 4-19-2018.


RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4009
DATE SIGNED 4-19-2018





1" = 1600'

NOTES:

- 1.) SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
- 2.) ASSUMED NORTH BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST AS BEARING S 89°29'37" E.

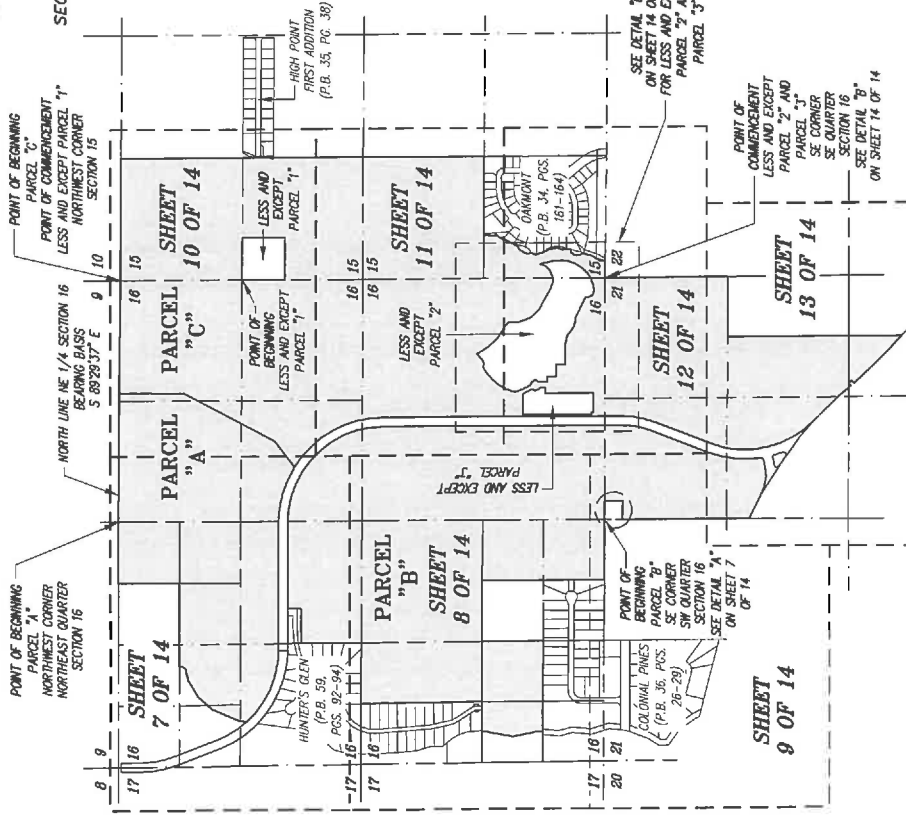
LEGEND:

- PG. INDICATES PAGE
- PGS. INDICATES PAGES
- P.B. INDICATES PLAT BOOK
- 3 INDICATES LOT NUMBER
- R/W INDICATES RIGHT-OF-WAY
- I.N. INDICATES INSTRUMENT NUMBER
- P.I. INDICATES POINT OF INTERSECTION
- O.R. INDICATES OFFICIAL RECORDS BOOK
- L1 INDICATES LINE 1 FROM LINE TABLE
- WPE INDICATES WELL PROTECTION EASEMENT
- C1 INDICATES CURVE 1 FROM CURVE TABLE
- P.R.C. INDICATES POINT OF REVERSE CURVATURE
- P.C.C. INDICATES POINT OF COMPOUND CURVATURE

S:\WORKS\14XX\1447PH1\SURVEYING\DESCRIPTIONS\1447-LAGOON EXHIBIT_B 101.dwg
S:\WORKS\14XX\1447PH1\SURVEYING\DESCRIPTIONS\1447-LAGOON EXHIBIT_B SKT.dwg

SKETCH OF DESCRIPTION

OF
A TRACT OR PARCEL OF LAND LYING IN
SECTIONS 15, 16 & 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
EXHIBIT "B"



ACREAGE SUMMARY:

PARCEL "A" CONTAINS: 110.59 ACRES, MORE OR LESS
PARCEL "B" CONTAINS: 229.70 ACRES, MORE OR LESS
PARCEL "C" CONTAINS: 404.65 ACRES, MORE OR LESS
LESS & EXCEPT PARCEL "1" CONTAINS: 5.01 ACRES, MORE OR LESS
LESS & EXCEPT PARCEL "2" CONTAINS: 19.32 ACRES, MORE OR LESS
LESS & EXCEPT PARCEL "3" CONTAINS: 4.24 ACRES, MORE OR LESS
SUBJECT PARCEL CONTAINS: 716.37 ACRES, MORE OR LESS

SEE SHEETS 1 THRU 5 OF 14 FOR COMPLETE
METES AND BOUNDS DESCRIPTION.

THIS SKETCH OF DESCRIPTION
IS NOT A BOUNDARY SURVEY



Richard M. Ritz
RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4009

- DATE SIGNED: 4-19-2018
- THIS SKETCH OF DESCRIPTION IS NOT VALID
WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

KEY MAP

PREPARED 4-19-2018
SHEET 6 OF 14



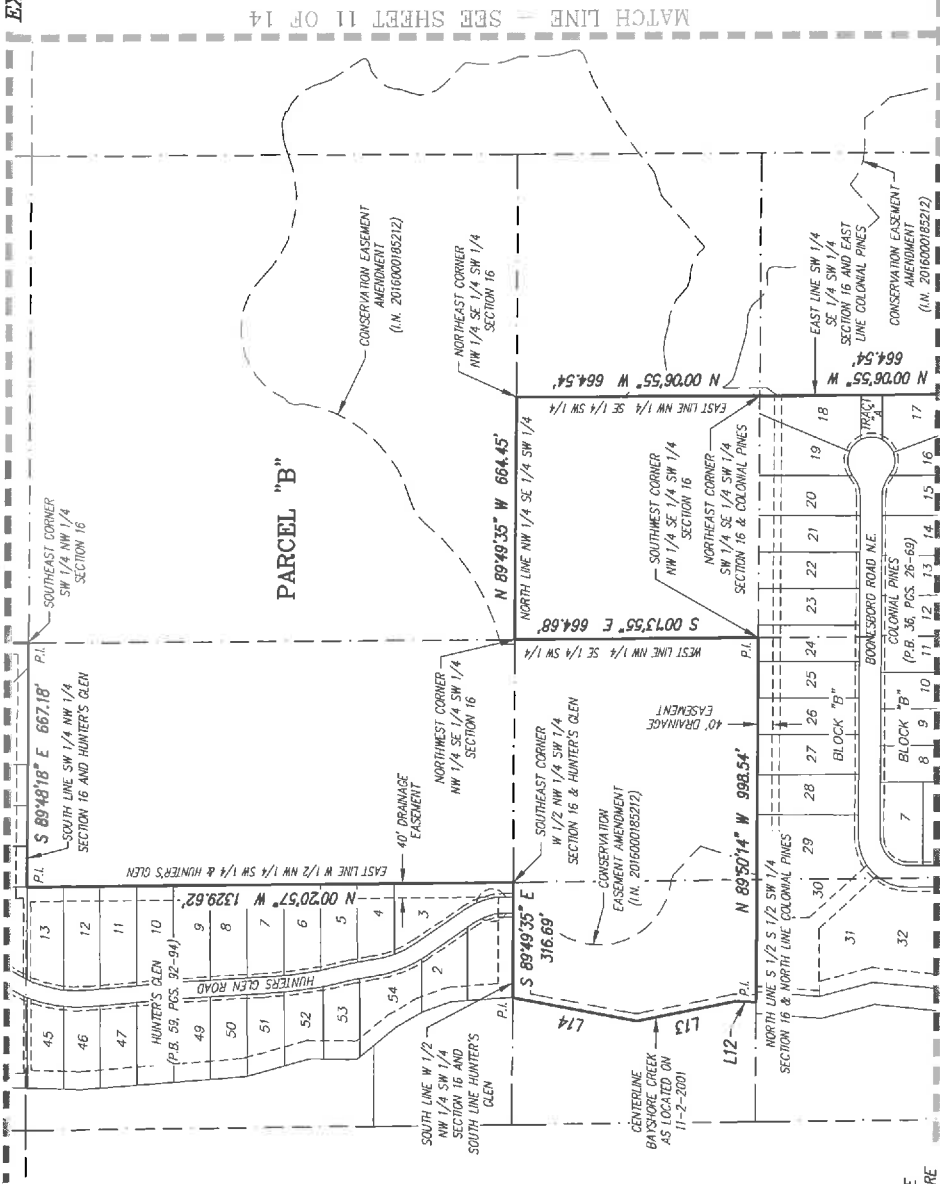
1" = 400'

SKETCH OF DESCRIPTION OF A TRACT OR PARCEL OF LAND LYING IN SECTIONS 15, 16 & 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA EXHIBIT "B"

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C3	1050.00'	89°55'27"	1647.95'	1483.94'	S 44°58'37" E

MATCH LINE - SEE SHEET 7 OF 14



LEGEND:

- PG. INDICATES PAGE
- PGS. INDICATES PAGES
- P.B. INDICATES PLAT BOOK
- J INDICATES LOT NUMBER
- R/W INDICATES RIGHT-OF-WAY
- I.N. INDICATES INSTRUMENT NUMBER
- P.I. INDICATES POINT OF INTERSECTION
- O.R. INDICATES OFFICIAL RECORDS BOOK
- L1 INDICATES LINE 1 FROM LINE TABLE
- WPE INDICATES WELL PROTECTION EASEMENT
- C1 INDICATES CURVE 1 FROM CURVE TABLE
- P.R.C. INDICATES POINT OF REVERSE CURVATURE
- P.C.C. INDICATES POINT OF COMPOUND CURVATURE

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S:\0055\1442\1442PH\1\SURVEYING\DESCRIPTIONS\1442-LAGOON EXHIBIT_B SKT.dwg

LINE TABLE

LINE	BEARING	DISTANCE
L12	N 01°17'16" E	58.82'
L13	N 11°04'42" W	270.22'
L14	N 10°50'46" E	347.01'

MATCH LINE - SEE SHEET 9 OF 14

SHEET 8 OF 14

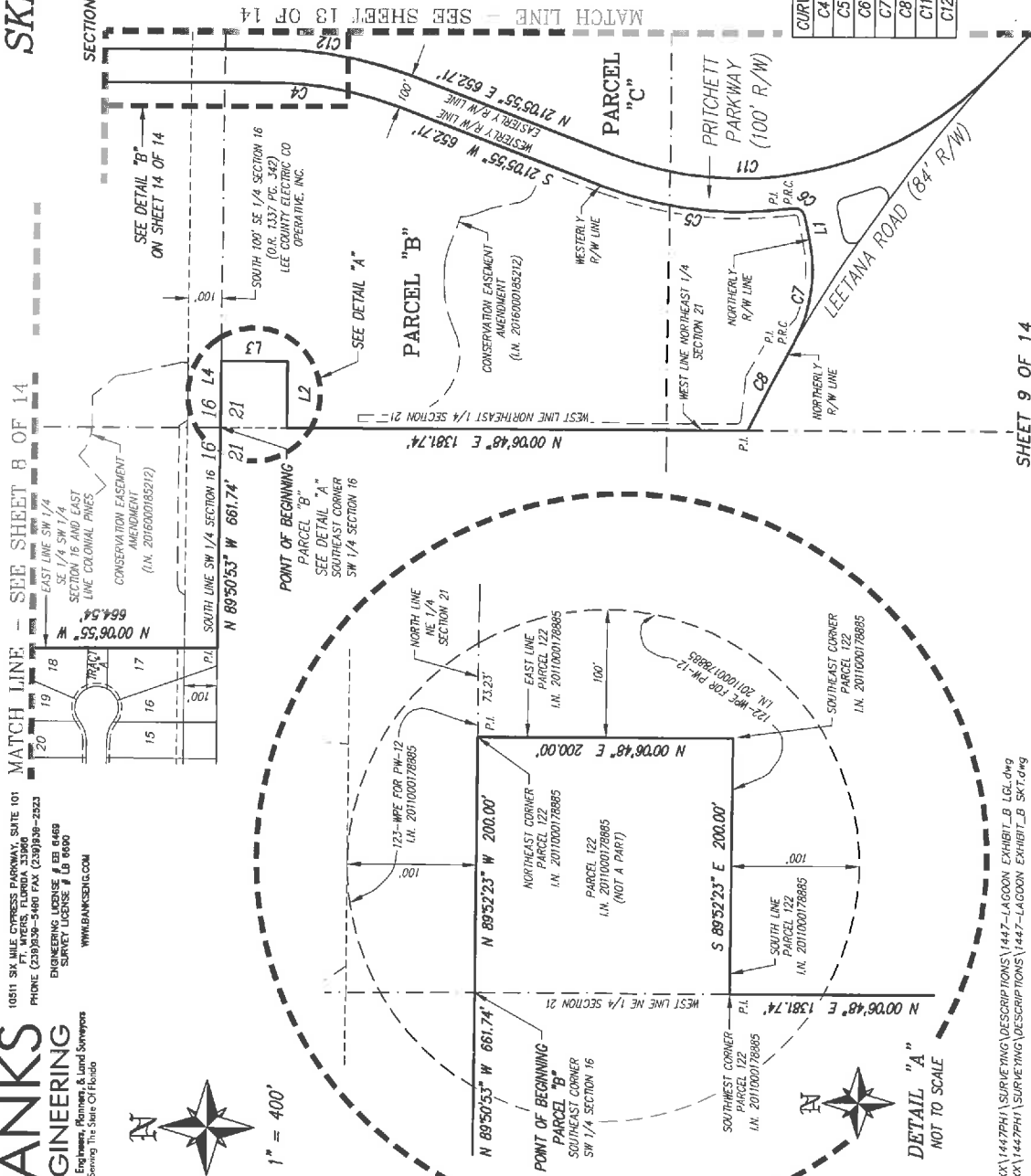
OF
A TRACT OR PARCEL OF LAND LYING IN
SECTIONS 15, 16 & 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
EXHIBIT "B"



1" = 400'

LEGEND:

- P.G. INDICATES PAGE
- P.G.S. INDICATES PAGES
- P.B. INDICATES PLAT BOOK
- 3 INDICATES LOT NUMBER
- R/W INDICATES RIGHT-OF-WAY
- I.M. INDICATES INSTRUMENT NUMBER
- P.I. INDICATES POINT OF INTERSECTION
- O.R. INDICATES OFFICIAL RECORDS BOOK
- L.I. INDICATES LINE 1 FROM LINE TABLE
- M.P. INDICATES WELL PROTECTION EASEMENT
- C1 INDICATES CURVE 1 FROM CURVE TABLE
- P.R.C. INDICATES POINT OF REVERSE CURVATURE
- P.C.C. INDICATES POINT OF COMPOUND CURVATURE



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 77°52'42" W	75.93'
L2	S 89°52'23" E	200.00'
L3	N 00°06'48" E	200.00'
L4	N 89°52'23" W	200.00'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C4	1050.00'	21°06'48"	386.92'	384.74'	S 10°32'31" W
C5	1150.00'	29°20'46"	589.01'	592.60'	S 06°25'32" W
C6	30.00'	86°07'33"	45.10'	40.97'	S 34°48'55" W
C7	450.00'	41°28'01"	325.68'	318.62'	N 81°23'18" W
C8	4064.06'	4°02'04"	286.17'	286.11'	N 62°40'19" W
C11	1050.00'	68°05'24"	1247.81'	1175.67'	N 12°56'47" W
C12	1150.00'	21°06'48"	423.77'	421.38'	N 10°32'31" E



1" = 400'

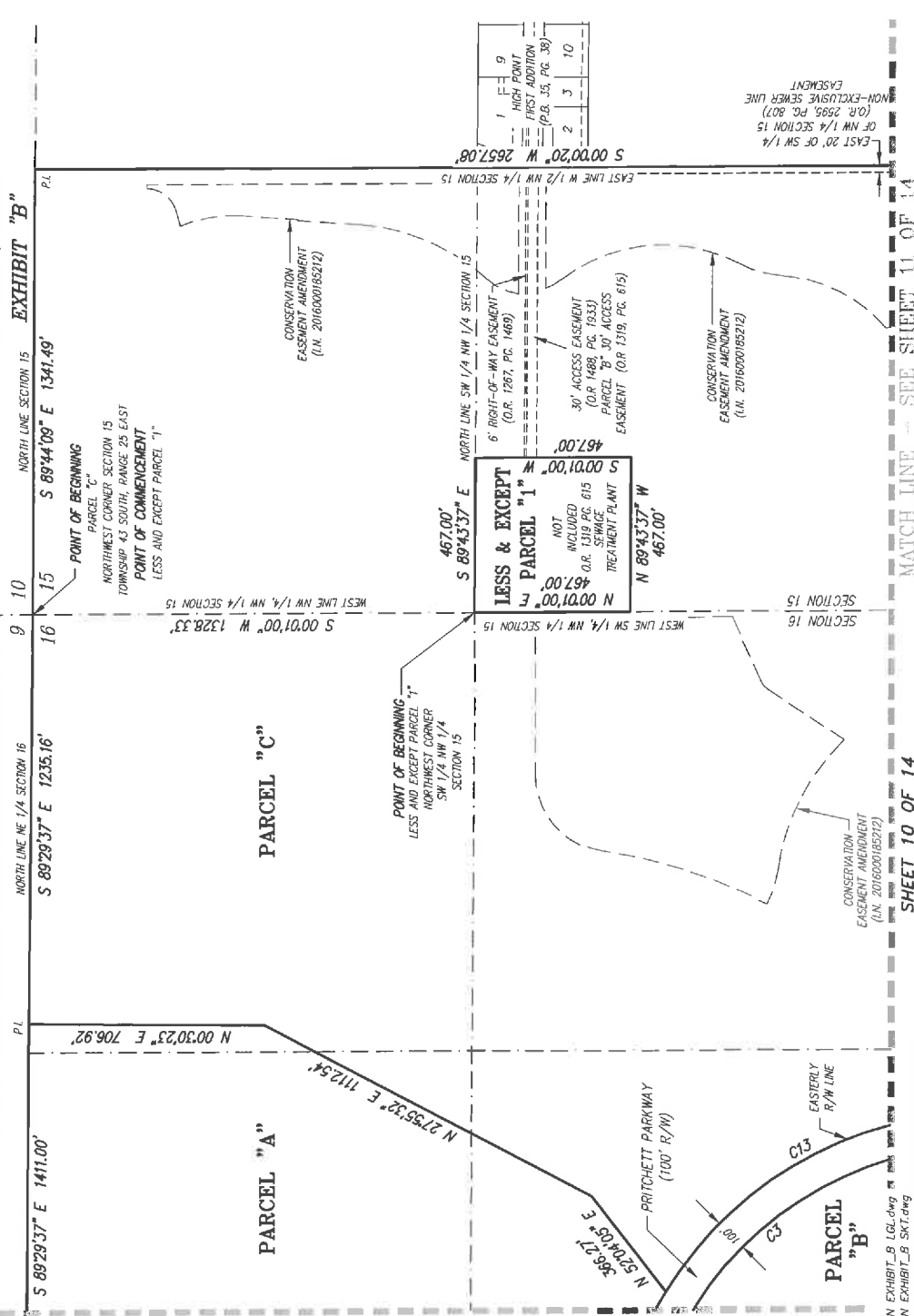
CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C3	1050.00'	89°55'27"	1647.95'	1483.94'	S 44°58'37" E
C13	1150.00'	57°52'14"	1161.54'	1112.79'	N 28°57'00" W

SKETCH OF DESCRIPTION

OF
A TRACT OR PARCEL OF LAND LYING IN
SECTIONS 15, 16 & 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

EXHIBIT "B"



LEGEND:

- PG. INDICATES PAGE
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- P.C.C. INDICATES POINT OF COMPOUND CURVATURE

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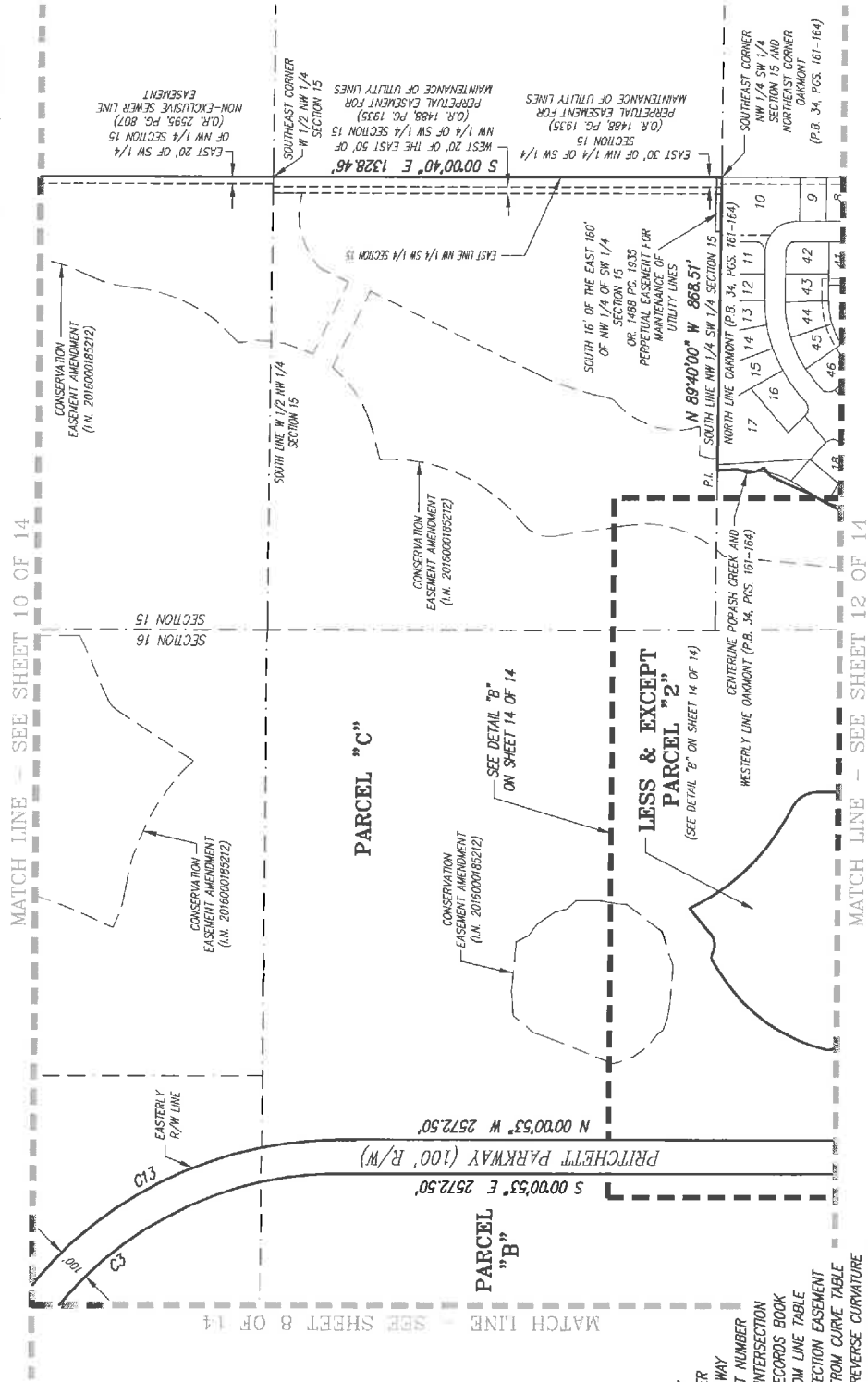
SHEET 10 OF 14

MATCH LINE - SEE SHEET 11 OF 14

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C3	1050.00'	89°55'27"	1647.95'	1483.94'	S 44°58'37" E
C13	1150.00'	57°52'14"	1161.54'	1112.78'	N 28°57'00" W

SKETCH OF DESCRIPTION OF A TRACT OR PARCEL OF LAND LYING IN SECTIONS 15, 16 & 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA



1" = 400'

LEGEND:

- PC. INDICATES PAGE
- POS. INDICATES PAGES
- P.B. INDICATES PLAT BOOK
- 3 INDICATES LOT NUMBER
- R/W INDICATES RIGHT-OF-WAY
- L.N. INDICATES INSTRUMENT NUMBER
- P.I. INDICATES POINT OF INTERSECTION
- O.R. INDICATES OFFICIAL RECORDS BOOK
- LI INDICATES LINE 1 FROM LINE TABLE
- WPE INDICATES WELL PROTECTION EASEMENT
- CT INDICATES CURVE 1 FROM CURVE TABLE
- P.C. INDICATES POINT OF REVERSE CURVATURE
- P.C.C. INDICATES POINT OF COMPOUND CURVATURE

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1" = 400'

CURVE TABLE

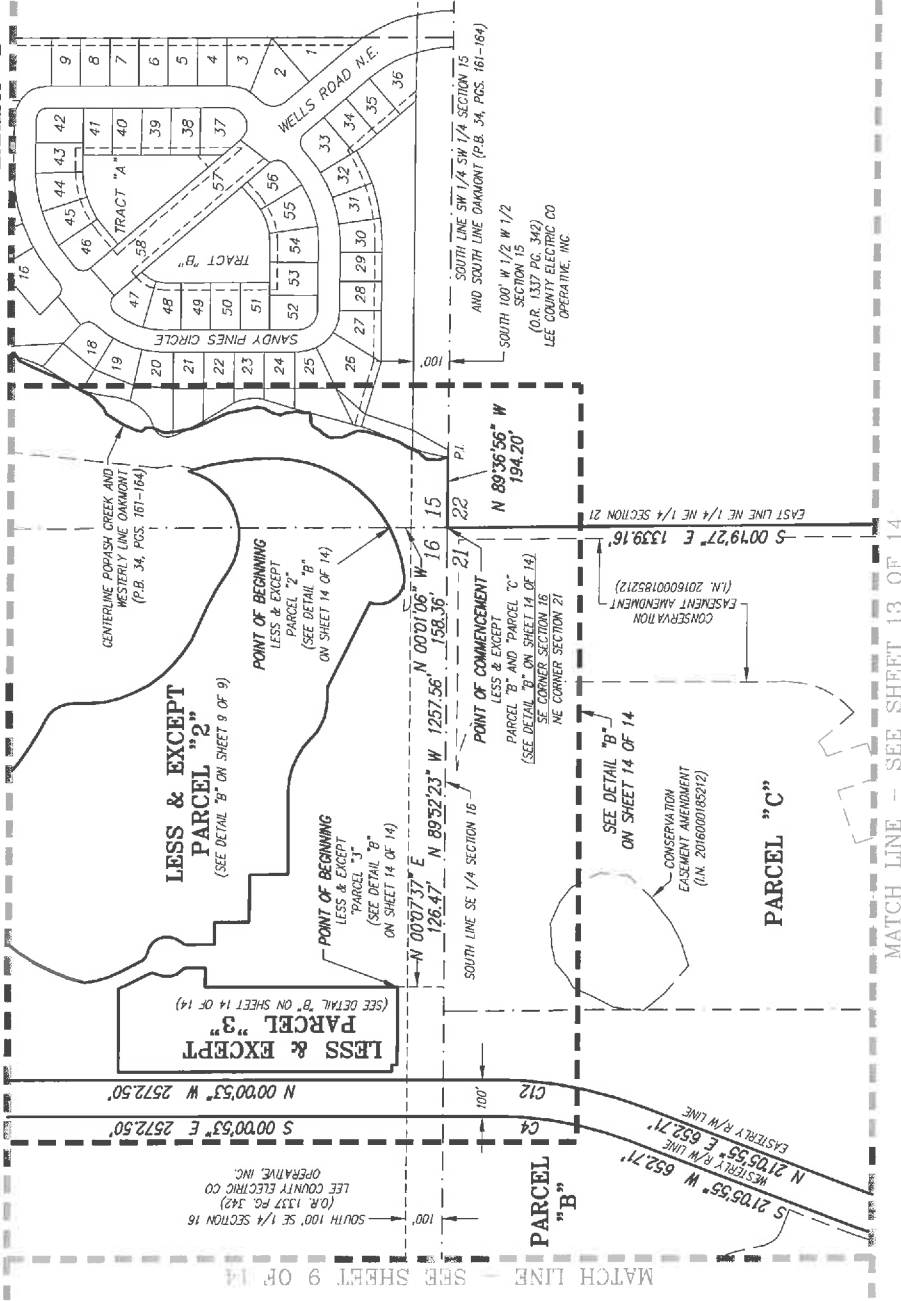
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C4	1050.00'	21°06'48"	386.92'	384.74'	S 10°32'31" W
C12	1150.00'	21°06'48"	423.77'	421.38'	N 10°32'31" E

SKETCH OF DESCRIPTION

OF
A TRACT OR PARCEL OF LAND LYING IN
SECTIONS 15, 16 & 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

EXHIBIT "B"

MATCH LINE - SEE SHEET 11 OF 14



SHEET 12 OF 14

LEGEND:

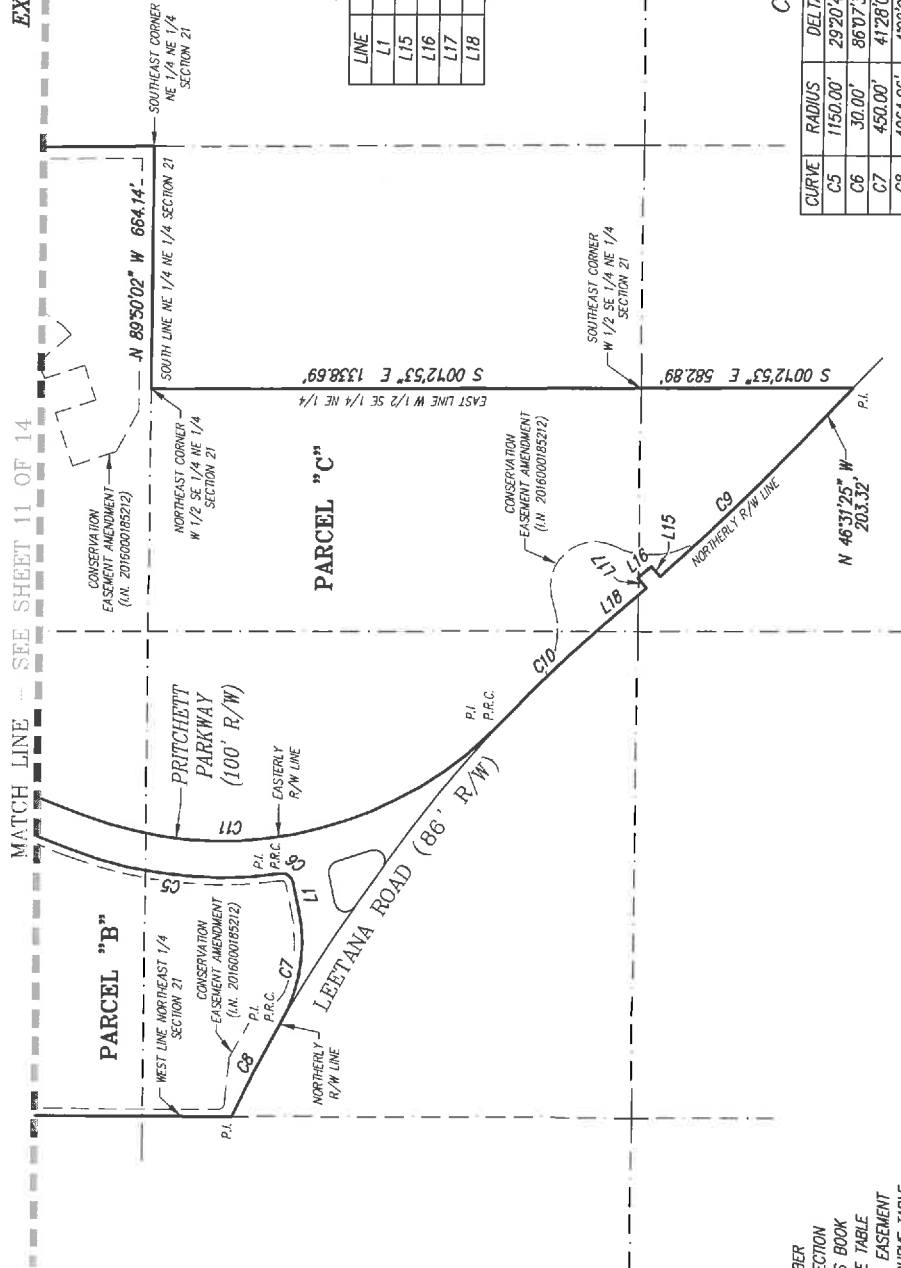
- PG. INDICATES PAGE
- PGS. INDICATES PAGES
- P.B. INDICATES PLAT BOOK
- J. INDICATES LOT NUMBER
- R/W INDICATES RIGHT-OF-WAY
- I.N. INDICATES INSTRUMENT NUMBER
- P.I. INDICATES POINT OF INTERSECTION
- O.R. INDICATES OFFICIAL RECORDS BOOK
- LI INDICATES LINE 1 FROM LINE TABLE
- WPE INDICATES WELL PROTECTION EASEMENT
- C1 INDICATES CURVE 1 FROM CURVE TABLE
- P.C.C. INDICATES POINT OF COMPOUND CURVATURE

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1" = 400'

SKETCH OF DESCRIPTION OF A TRACT OR PARCEL OF LAND LYING IN SECTIONS 15, 16 & 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA EXHIBIT "B"



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 77°52'42" W	75.93'
L15	N 49°06'14" E	36.99'
L16	N 40°53'46" W	50.00'
L17	S 49°06'14" W	37.00'
L18	N 40°53'46" W	156.94'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C5	1150.00'	29°20'46"	589.01'	582.60'	S 06°25'32" W
C6	30.00'	86°07'33"	45.10'	40.97'	S 34°48'55" W
C7	450.00'	41°28'01"	325.68'	318.62'	N 81°23'18" W
C8	4064.06'	4°02'04"	286.17'	286.11'	N 62°40'19" W
C9	5553.58'	05°30'23.2"	533.73'	533.52'	N 43°46'13" W
C10	3513.62'	06°05'42.5"	373.78'	373.60'	N 43°56'37" W
C11	1050.00'	68°05'24"	1247.81'	1175.67'	N 12°56'47" W

LEGEND:

- PG. INDICATES PAGE
- PGS. INDICATES PAGES
- P.B. INDICATES PLAT BOOK
- 3 INDICATES LOT NUMBER
- R/W INDICATES RIGHT-OF-WAY
- LN. INDICATES INSTRUMENT NUMBER
- P.I. INDICATES POINT OF INTERSECTION
- O.R. INDICATES OFFICIAL RECORDS BOOK
- L1 INDICATES LINE 1 FROM CURVE TABLE
- MFE INDICATES WELL PROTECTION EASEMENT
- C1 INDICATES CURVE 1 FROM CURVE TABLE
- P.R.C. INDICATES POINT OF REVERSE CURVATURE
- P.C.C. INDICATES POINT OF COMPOUND CURVATURE

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FO

EXHIBIT "B"



DETAIL "B"

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C4	1050.00'	2106.46"	366.92'	384.74'	S 10°32'31" E
C12	1150.00'	2106.46"	423.77'	421.38'	N 10°32'31" W
C14	362.00'	2132.28"	134.21'	137.37'	S 72°44'44" W
C15	70.00'	1165.52'25"	142.79'	119.28'	N 73°55'44" W
C16	150.00'	4529.43"	119.11'	116.00'	N 67°16'44" W
C17	198.93'	4519.49"	157.39'	153.31'	N 67°11'46" E
C18	25.00'	4433.25"	18.44'	18.96'	N 22°16'07" E
C19	55.00'	126.53'12"	121.81'	98.40'	N 18°53'34" W
C20	25.00'	5046.16"	24.33'	23.30'	N 54°27'30" W
C21	280.00'	2040.55"	98.14'	97.64'	N 16°31'54" W
C22	508.00'	45705.44"	399.83'	389.59'	N 35°07'46" E
C23	15.00'	6249.128"	16.41'	15.61'	N 69°01'22" E
C24	55.00'	8249.25"	79.51'	72.76'	N 78°57'21" E
C25	625.00'	34332.05"	376.71'	371.04'	S 42°25'48" E
C26	85.00'	8520.50"	36.94'	91.77'	S 29°01'25" E
C27	340.00'	7150.54"	426.36'	398.97'	S 32°16'27" E
C28	750.00'	1240.34"	165.93'	165.59'	S 61°31'38" E
C29	180.00'	11705.35"	349.01'	296.85'	N 68°55'52" E
C30	70.00'	1937.57"	241.22'	240.08'	S 08°17'33" E
C31	362.00'	8018.40"	381.05'	363.70'	S 37°08'13" W
C32	320.00'	9344.08"	20.86'	20.96'	S 24°42'18" E
C33	25.00'	5546.16"	23.31'	23.39'	S 01°18'46" W
C34	55.00'	7702.09"	73.95'	68.50'	S 09°15'21" E
C35	15.00'	4749.36"	12.92'	12.16'	S 23°59'25" E

LINE	BEARING	DISTANCE
L119	S 89°58'25" W	34.59'
L120	N 00°08'01" E	102.92'
L121	N 89°43'17" E	129.72'
L122	N 07°16'17" E	93.83'
L123	S 89°59'07" W	62.46'
L124	N 00°00'36" W	72.78'
L125	N 26°34'22" W	70.53'
L126	N 57°40'36" E	51.64'
L127	N 49°57'11" E	84.57'
L128	S 27°04'46" E	24.41'
L129	S 61°41'50" E	33.18'
L130	N 00°00'53" W	15.06'
L131	N 89°52'22" E	70.50'
L132	S 26°34'22" E	70.53'
L133	S 00°00'36" E	52.03'
L134	S 89°59'07" W	52.03'

LINE TABLE

LEGEND:

- | | |
|--------|---------------------------------------|
| P.C. | INDICATES PAGE |
| P.GS. | INDICATES PAGES |
| P.B. | INDICATES PLAT BOOK |
| J | INDICATES LOT NUMBER |
| R/W | INDICATES RIGHT-OF-WAY |
| L.N. | INDICATES INSTRUMENT NUMBER |
| P.I. | INDICATES POINT OF INTERSECTION |
| O.R. | INDICATES OFFICIAL RECORDS BOOK |
| L1 | INDICATES LINE 1 FROM LINE TABLE |
| WPE | INDICATES WELL PROTECTION EASEMENT |
| C1 | INDICATES CURVE 1 FROM CURVE TABLE |
| P.C1 | INDICATES POINT OF REVERSE CURVATURE |
| P.C.C. | INDICATES POINT OF COMPOUND CURVATURE |

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S: \JOBS\14XX\1447PH1\SURVEYING\DESCRIPTIONS\1447-LAGOON EXHIBIT_B SKT.dwg

EXHIBIT "B"

ARTICLES

[Articles of Incorporation of Master Association attached.]

**WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
OF
STONEYBROOK NORTH HOMEOWNERS ASSOCIATION, INC.**

THE UNDERSIGNED, constituting all of the members of the Board of Directors of **STONEYBROOK NORTH HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “Company”), do hereby consent to the adoption and approval of the following resolutions:

Amended and Restated Articles of Incorporation

WHEREAS, the Board of Directors has determined that it is in the best interests of the Company to restate in its entirety the Articles of Incorporation of the Company (the “Articles”), in the form attached hereto as Exhibit A (the “Amended and Restated Articles”) in order to, among other things, supersede in their entirety any and all prior Articles and any amendments thereto filed with the State of Florida.

RESOLVED, that the Amended and Restated Articles are hereby approved by the Board of Directors; and

RESOLVED FURTHER, that John M. Ryan, in his capacity as President of the Company be and hereby is instructed to execute, acknowledge, seal and file the Amended and Restated Articles with the Florida Department of State and to take such further action as may be deemed necessary or proper in connection therewith; and

RESOLVED FURTHER, that all prior actions by the Board or the officers of the Company with respect to the Amended and Restated Articles and otherwise effecting the purposes and intent of these resolutions are hereby ratified, confirmed and approved.

Counterpart Execution

RESOLVED, that the directors of the Company be, and each of them hereby is, authorized to execute this Written Consent in one or more counterparts, and that, upon such execution by the directors of the Company, this Written Consent be, and

as of that time, it hereby is, approved and adopted as the act and deed of the and
Board of Directors of the Company.


DATED this 27th day of March, 2018.



JOHN M. RYAN

 Secretary

MICHAEL S. LAWSON



GREG SINGLETON

Exhibit “A”

Amended and Restated Articles of Incorporation

See Attached

**ARTICLES OF AMENDMENT AND RESTATEMENT
OF THE
ARTICLES OF INCORPORATION
OF
STONEYBROOK NORTH HOMEOWNERS ASSOCIATION INC.**

STONEYBROOK NORTH HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida (the "Corporation"), in order to amend and restate its Articles of Incorporation as now in effect, in accordance with the requirements of Section 617.1007 Florida Statutes, does hereby certify as follows:

1. The name of the Corporation is Stoneybrook North Homeowners Association, Inc., and its Document Number with the Florida Department of State is N15000010020.
2. The Amended and Restated Articles of Incorporation filed together herewith are a complete restatement of the Corporation's Articles of Incorporation, and supersede in their entirety any and all prior Articles of Incorporation and amendments thereto filed with the State of Florida.
3. The Amended and Restated Articles of Incorporation filed together herewith were duly authorized, approved and adopted by the Board of Directors by a unanimous written consent dated as of March 27, 2018, and the Corporation does not have any Members.
4. These Articles of Amendment and Restatement of the Articles of Incorporation of the Corporation, together with the Amended and Restated Articles of Incorporation, shall be effective upon filing hereof with the Department of State of the State of Florida.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed these Articles of Amendment and Restatement of the Articles of Incorporation of Stoneybrook North Homeowners Association, Inc. as of the 27th day of March, 2018.

STONEYBROOK NORTH HOMEOWNERS
ASSOCIATION, INC.

By: _____

John M. Ryan, President

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Florida Statutes, Chapter 617 and 720, the undersigned incorporator has executed, adopted and caused to be delivered for filing these Amended and Restated Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation is Brightwater Master Homeowners Association, Inc., (hereinafter called the "Association").

**ARTICLE II
PRINCIPAL OFFICE OF THE ASSOCIATION**

The principal place of business and the mailing address of the Association are located at 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607.

**ARTICLE III
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the registered office of the Association is 101 E. Kennedy Boulevard, Suite 2700, Tampa, Florida 33602, and the name of the initial registered agent to accept service of process within the State of Florida at that address is TK Registered Agent, Inc.

**ARTICLE IV
DEFINITIONS**

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Declaration of Covenants, Conditions and Restrictions for Brightwater Master Homeowners Association, Inc. recorded or to be recorded in the Public Records of Lee County, Florida, as it may from time to time be amended (hereinafter called the "Declaration").

ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the Members thereof. The specific purposes for which the Association is formed are to promote the health, safety, and general welfare of the residents within the Property described in that certain Declaration of Covenants, Conditions and Restrictions for Brightwater Master Homeowners Association, Inc. to be recorded in Lee County, Florida, and any additions thereto as may hereafter be brought under the jurisdiction of the Association. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, operation and improvement of the Property and Areas of Common Responsibility, including, without limitation, the following powers:

- (a) Own and convey real property;
- (b) Own, operate, maintain and convey the Common Property and to operate and maintain Areas of Common Responsibility, including, without limitation, the Master Surface Water Management System and any personal property owned by the Association;
- (c) Operate and maintain the Master Surface Water Management System including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain, compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas;
- (d) Grant easements as to the Common Property to public and private utility companies, including, without limitation, cable television, and to public bodies or governmental agencies or other entities or persons, with or without cost or charge at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utilities and other services thereto, and to enter into shared facilities agreements and related reciprocal easement agreements as may be deemed desirable to provide for utilities and other facilities, and the maintenance thereof and costs associated therewith with any third parties, including, without limitation, homeowners' associations and other public and private utility companies, agencies and entities;
- (e) Establish rules and regulations for the operation of the Association, the Common Property and the Development;

(f) Annex additional real property in accordance with the provisions of the Declaration;

(g) Sue and be sued;

(h) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the Association;

(i) Abate nuisances and enjoin or seek damages from Owners for violation of the provisions of these Articles, the Bylaws, the Declaration and any rules and regulations of the Association;

(j) Contract for services to be provided to and for the benefit of the Association, including, without limitation, contract for services to provide for the operation and maintenance of the Master Surface Water Management System if the Association contemplates employing a maintenance company for such purposes; and

(k) Purchase insurance of any nature in such amounts and with such companies as the Board of Directors shall deem necessary or appropriate.

ARTICLE VI

MEMBERSHIP

Section 1. Members. Every person or entity who is a record Owner of a fee interest in any Lot in the Property shall be a Member of the Association. The Declarant under the Declaration shall also be a Member for so long as Declarant owns any portion of the Property. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. The Association membership of each Owner (other than Declarant) shall be appurtenant to and may not be separated from the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

Section 2. Classes. The Association shall have two (2) classes of voting membership:

(a) Class "A". Class "A" Members shall be all Owners of Lots, with the exception of Declarant for so long as Declarant retains Class "B" voting rights. Class "A" Members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership.

(b) Class "B". The sole Class "B" Member shall be Declarant. Declarant shall be entitled to three (3) votes for each Lot actually or potentially included in the Property owned by Declarant. The actual number of votes of Declarant shall be determined, from time to time, in accordance with the terms of the Declaration. The Class "B" Member shall be entitled to cast all of its votes in any vote or election held by the Association.

(c) Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a Class "A" Member, Declarant's votes for that Lot shall lapse. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:

(1) Three months after ninety percent (90%) of the parcels in all phases of the Community (that will ultimately be operated by the Association) have been conveyed to Members;

(2) Such other percentage of the parcels has been conveyed to Members, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of parcels;

(3) Upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in governing documents. There is a rebuttable presumption that Declarant has abandoned and deserted the property if Declarant has unpaid assessments or guaranteed amounts under s. 720.308 for a period of more than 2 years;

(4) Upon Declarant filing a petition seeking protection under chapter 7 of the federal Bankruptcy Code;

(5) Upon Declarant losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant rights and responsibilities first arising after the date of such assignment;

(6) Upon a receiver for Declarant being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or its Members;

(7) For purposes of the Articles, the term "Members other than the Declarant" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale; or

(8) Upon the happening of any one of these events, Declarant shall call a special meeting of the Members to advise of the termination of Class "B" membership, and provide written notice of such event.

Section 3. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot. If more than one Class "A" vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed and administered by a Board of Directors consisting of at least three (3) members. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board or by amendment to the Bylaws of the Association; provided that there shall always be an odd number of directorships created. Each director must be either (1) a Member of the Association, or (2) an officer, director or agent either of Declarant or of a member of Declarant. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
John M. Ryan	2502 N. Rocky Point Drive Suite 1050 Tampa, FL 33607
Michael S. Lawson	2502 N. Rocky Point Drive Suite 1050 Tampa, FL 33607
Greg Singleton	2502 N. Rocky Point Drive Suite 1050 Tampa, FL 33607

Any other provision of this Article VII to the contrary notwithstanding, Members other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors not later than the earliest of the events specified in Article VI, Section 2(c) above. Until then, Declarant shall be entitled to appoint and remove all members of the Board of Directors, except that Members other than Declarant are entitled to elect one (1) member of the Board of Directors if fifty percent (50%) of the parcels in all phases of the Community which will ultimately be operated by the Association have been conveyed to Members. Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Development. After Declarant relinquishes control of the Association, Declarant may exercise

the right to vote any Declarant- owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors. Interim vacancies in the Board of Directors shall be filled by the affirmative vote of the remaining Board of Directors, even if the remaining Directors constitute less than a quorum, provided that all vacancies in Directorships to which Directors were appointed by the Declarant under the provisions of Article VII shall be filled by the Declarant without the necessity of any meeting. Any such appointed Director shall serve for the remaining term of his predecessor. After Declarant relinquishes its right to appoint the majority of the Board of Directors, the Members shall elect the directors by majority vote, for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year

ARTICLE VIII **DURATION**

The corporation shall commence to exist upon the filing of these Articles with the Florida Department of State and shall thereafter exist in perpetuity. In the event the Association is dissolved, the Master Surface Water Management System and any other Common Property shall be conveyed to an appropriate agency of local government, and that if such property is not accepted thereby, then the Master Surface Water Management System and any other Common Property shall be dedicated to another not for profit corporation

ARTICLE IX **AMENDMENTS**

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

Section 1. Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapters 617 and 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

Section 2. Adoption. Amendments shall be proposed and adopted in the manner provided in Chapters 617 and 720, Florida Statutes. Subject to the terms of Article XIV, any amendment to these Articles of Incorporation shall require the assent of two thirds (2/3) of the votes of the entire membership without regard to class.

Section 3. Amendment by Declarant. Notwithstanding the provisions of Sections 1 and 2 of this Article X, the Declarant shall have the right to amend these Articles at any time in its sole and absolute discretion so long as Class B Membership exists.

Section 4. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Lee County, Florida.

Section 5. Limitations. No amendment shall be made that is in conflict with the Declaration.

ARTICLE X

BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

Section 2. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made with respect to any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

Section 4. Any indemnification under Section 1 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of Members of the Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors, officers, committee members, employees or agents may be entitled under the Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Association in any of his capacities as described in Section 1, whether or not the Association would have the power to indemnify him or her under this Article.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above) The Association

shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XII

INCONSISTENCY

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

ARTICLE XIII

REQUIRED APPROVALS

Notwithstanding anything in these Articles to the contrary, as long as there exists a Class "B" membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any amendment of the Declaration or these Articles, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Dwellings in the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained. In addition, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Master Surface Water Management System must be transferred to and accepted by an entity which would comply with applicable rules of the Southwest Florida Water Management District and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XIV

INCORPORATOR

The name and street address of the sole incorporator to these Articles of Incorporation is D. Michael O'Leary, 101 E. Kennedy Boulevard, Suite 2700, Tampa, Florida 33602.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed these Amended and Restated Articles of Incorporation of Brightwater Master Homeowners Association, Inc. as of the 27th day of March, 2018.

BRIGHTWATER MASTER HOMEOWNERS
ASSOCIATION, INC.

By: 
John M. Ryan, President

BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC.

CONSENT OF REGISTERED AGENT

Having been named as Registered Agent for this corporation at the office designated in the foregoing Amended and Restated Articles of Incorporation, it is familiar with the duties and obligations of Registered Agent and it hereby agrees to act in this capacity and to comply with all statutes relative to the proper and complete performance of my duties.

REGISTERED AGENT:

TK REGISTERED AGENT, INC.

By: _____
D. Michael O'Leary

Address:
101 E. Kennedy Boulevard, Suite 2700
Tampa, Florida 33602

EXHIBIT "C"

BYLAWS

[Bylaws of Master Association attached.]

BY-LAWS
OF
BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
IDENTITY AND LOCATION

These are the By-Laws of BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC., herein called the Association, a not for profit corporation organized and existing under Chapters 617 and 720, Florida Statutes, for the purpose of administering the Property, as defined in and in accordance with the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions for BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC. (the "Declaration"). The principal office of the Association shall be located at 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607, but meetings of the Board of Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II
GENERAL

Section 1. Incorporation of Declaration. As supplemented herein, the regulation of the business and affairs of the Association shall be governed by certain provisions of the Declaration, as amended from time to time, which are incorporated herein by reference as if set forth verbatim.

Section 2. Definitions. The definitions set out in the Declaration are incorporated herein by reference.

ARTICLE III
ASSOCIATION PURPOSES AND POWERS

Section 1. Association's Purposes. The Association has been organized for the purposes set forth in the Declaration and Articles, including, without limitation, the following:

- (a) to own, operate, maintain and convey the Common Property and to operate and maintain Areas of Common Responsibility, including without limitation the Master Surface Water Management System, and any personal property owned by the Association;
- (b) to clean, clear, trim, remove weeds, limbs, and debris from, and to provide general grounds maintenance for both the Common Property and the Areas of Common Responsibility;

- (c) to fix assessments to be levied against the Lots in the Property;
- (d) to enforce any and all covenants and agreements contained in the Declaration; and
- (e) to pay taxes and insurance, if any, on the Common Property or Areas of Common Responsibility.

Section 2. Records of the Association. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Property or Areas of Common Responsibility;
- (b) A copy of these By-Laws and of each amendment thereto;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration and each amendment thereto;
- (e) A copy of the current rules of the Association;
- (f) The minutes of all meetings of the Board of Directors and of the Members;
- (g) A current roster of all Members and their mailing addresses and Lot identifications. The Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consents to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Owners to receive notice to electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission notices.
- (h) All of the Association's insurance policies or copies thereof;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility;
- (j) All bids received by the Association for work to be performed;
- (k) The financial and accounting records of the Association, kept according to good accounting practices. The financial and accounting records shall include: (1) accurate, itemized, and detailed records of all receipts and expenditures; (2) a

current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay Assessments, the due date and the amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due; (3) all tax returns, financial statements, and financial reports of the Association; and (4) any other records that identify, measure, record, or communicate financial information.

- (l) A copy of the disclosure summary described in Florida Statute, §720.401(1).
- (m) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

Section 3. Inspection and Copying of Records. The official records of the Association shall be maintained within the State of Florida for at least seven (7) years and must be open to inspection and available for photocopying by Members or their authorized agents within forty-five (45) miles of the Development, or within the county in which the Association is located, within ten (10) business days after receipt by the Board or its designee of written request for access. This Section may be complied with by having a copy of the official records available for inspection or copying in the Development or, at the option of the Association, by making the records available to a parcel owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. If the Association has a photocopy machine available where records are maintained, it shall provide Owners with copies on request during the inspection if the entire request is limited to no more than twenty-five (25) pages. The Association shall allow a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of providing the member or his or her authorized representative with a copy of such records. The Association may not charge a fee to a member or his or her authorized representative for such use of a portable device.

ARTICLE IV MEETING OF MEMBERS

Section 1. Annual Meetings. The Association shall hold annual meetings for the transaction of any and all proper business as herein provided. The first annual meeting of the Association shall be held three hundred sixty-five (365) days from the date of filing of the Declaration of the Association. Each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Business transacted at the Annual Meeting shall include the election of directors of the Association, if one is required to be held.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the president or by the Board of Directors, and shall be called upon written request of at least ten percent (10%) of the total voting interests of the Association.

Section 3. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. 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 thereof. The notice of annual meeting need not include a description of the purpose or purposes described in the notice of the meeting.

Section 4. Right to Speak. Members and Owners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any provision to the contrary in the governing documents or any rules adopted by the board or by the membership, a Member and an Owner have the right to speak for at least three (3) minutes on any item, provided that the Member or Owner submits a written request to speak prior to the meeting. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member and Owner statements, which rules must be consistent with this section.

Section 5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If such quorum is not present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of title to that Member's Lot. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

Section 7. Recording. Any Owner may tape record or videotape meetings of the board of directors and meetings of the Members. The board of directors of the Association may adopt reasonable rules governing the taping of meetings of the board and the membership.

ARTICLE V BOARD OF DIRECTORS

Section 1. Board of Directors; Selection; Terms of Office. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of at least

three (3) Directors who shall be selected by the Declarant. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board or by amendment to these Bylaws of the Association; provided that there shall always be an odd number of directorships created. Each director must be either (1) a Member of the Association, or (2) an officer, director or agent either of Declarant or of a member of Declarant. The Declarant shall have the sole right to appoint and remove any member or members of the Board of Directors of the Association pursuant to Article VI of the Articles of Incorporation until the earliest of the events specified in Article III, Section 3(c) of the Declaration except that Members other than Declarant are entitled to elect one(1) member of the Board of Directors if fifty percent (50%) of the parcels in all phases of the Community which will ultimately be operated by the Association have been conveyed to Members. At such time as Declarant is no longer entitled to elect the majority of the Board of Directors, the members of the Board shall be determined as set forth in Article VI herein. Declarant shall be entitled to elect at least one member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Development.

Section 2. Vacancies in the Board of Directors. Interim vacancies in the Board of Directors shall be filled by the affirmative vote of the remaining Board of Directors, even if the remaining Directors constitute less than a quorum, provided that all vacancies in Directorships to which Directors were appointed by the Declarant under the provisions of Section 1 above shall be filled by the Declarant without the necessity of any meeting. Any such appointed Director shall serve for the remaining term of his predecessor.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. At such time as the Declarant is no longer entitled to elect the majority of the Directors pursuant to Article V above (and with the exception of the one (1) Director Declarant is entitled to elect as set forth in Article V, Section 1 above), nomination for election to the Board of Directors shall be made by a Nominating Committee. The Association may allow nominations to be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members, subject to Article VII of the Articles of Incorporation. An election is not required unless more candidates are nominated than vacancies exist.

Section 2. Eligibility and Board Vacancies.

(a) All Members of the Association are eligible to serve on the board of directors, and a Member may nominate himself or herself as a candidate for the board at a meeting where the election is to be held provided, however, that ~~or~~ if the election process allows candidates to be nominated in advance of the meeting, the Association is not required to allow

nominations at the meeting. An election is not required unless more candidates are nominated than vacancies exist.

(b) A Member who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association for more than ninety (90) days is not eligible for board membership. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for board membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the board. The validity of any action by the board is not affected if it is later determined that a Member of the board is ineligible for board membership.

Section 3. Election. When the Board of Directors is chosen by the Nominating Committee, said election to the Board of Directors shall be by secret written ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted and votes must be made in person at a Members' meeting or by ballots the Members personally cast.

Section 4. Election Disputes. Any election dispute between a Member and an Association must be submitted to mandatory binding arbitration with the division. Such proceedings must be conducted in the manner provided by s. 718.1255 and the procedural rules adopted by the division. Unless otherwise provided in the by-laws, any vacancy occurring on the board before the expiration of a term may be filled by an affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. In the alternative, a board may hold an election to fill the vacancy, in which case the election procedures must conform to the requirements of the governing documents. Unless otherwise provided in the by-laws, a board member appointed or elected under this section is appointed for the unexpired term of the seat being filled. Filling vacancies created by recall is governed by s. 720.303(10) and rules adopted by the division.

Section 5. Proviso. Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by Members other than the Declarant, neither the first Directors, nor any other Directors appointed by the Declarant, shall be subject to removal by Members other than the Declarant. The first Directors and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Board of Directors' Powers. The Board of Directors shall have power:

- (a) to call special meetings of the Board;
- (b) subject to Article IX herein, to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties,

fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Officer or Director of the Association in any capacity whatsoever;

- (c) to establish, levy and assess, and collect assessments or charges in accordance with the Declaration;
- (d) to adopt and publish rules and regulations governing the use of the Common Property and Areas of Common Responsibility;
- (e) to exercise for the Association all powers, duties and authority vested in or delegated to the Association;
- (f) to fill vacancies on the Board of Directors pursuant to Article V, Section 2 above;
- (g) to appoint an Executive Committee of three (3) Directors and delegate all or any portion of the powers of the Board of Directors to this Executive Committee, subject to the limitations on the authority of the Executive Committee imposed by law;
- (h) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (i) to take such other action as provided in the Declaration.

Section 2. Board of Directors' Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by at least one-fourth (1/4) of the Class "A" Members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed as more fully provided in the Declaration, to:
 - i) Fix the amount of the annual assessment against each Lot;
 - ii) Send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and
 - iii) foreclose the lien against any Lot for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay same.

- (c) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment as against third parties relying thereon;
- (d) procure and maintain adequate liability, hazard and other insurance on any Common Property or Areas of Common Responsibility;
- (e) cause all officers or employees having fiscal responsibilities to be bonded, if the Board deems appropriate;
- (f) cause the Common Property, Areas of Common Responsibility, and the Master Surface Water Management System for the Property to be maintained.
- (g) prepare the annual budget in accordance with the Declaration; and
- (h) prepare a roster of the Owners and Lots and the assessments applicable thereto, which roster shall be kept in the office of the Association.

Section 3. Resignation. A Director of the Association may resign at any time by giving a written notice to the Board of Directors of the Association. The resignation of any Director shall take effect upon delivery of the notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. Any Director appointed by Declarant may only be removed, with or without cause, by the Declarant. At such time as Declarant is no longer entitled to elect the majority of the Board of Directors pursuant to Article V, except as otherwise provided in the Declaration, any Director may be removed, with or without cause, by a two-thirds (2/3) vote of the Members.

Section 5. Directors' Fees. There shall be no Directors fees paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

ARTICLE VIII DIRECTORS' MEETINGS

Section 1. Directors' Annual Meeting. The annual meeting of the Board of Directors shall be held at the discretion of the Board of Directors with ample notice given to each member.

Section 2. Notice. Not less than ten (10) days written notice of such annual meeting shall be given to each Director.

Section 3. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and at such place and hour as may be fixed from time to time by a majority of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 4. Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days notice to each Director.

Section 5. Waiver of Notice. A Director may waive notice of a meeting of the Directors before or after the date and time stated in the notice. Except as otherwise provided in this Section 5, the waiver must be in writing, signed by the Director entitled to the notice and filed with the minutes or corporate records. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting, except where the Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting. If a meeting otherwise valid of the Board of Directors is held without notice where such is required, any action taken at such meeting shall be deemed ratified by a Director who did not attend, unless after learning of the action taken and of the impropriety of the meeting, he makes prompt objection thereto. Objection by a Director shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

Section 6. Action Upon Written Consent Without a Meeting. Action of the Board of Directors may be taken without a meeting upon the written consent signed by all members of the Board. Any such action without a meeting shall be effective on the date the last Board member signs the consent or on such date as is specified in the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board of Directors.

Section 7. Board Quorum and Voting. The majority of the Board of Directors shall constitute a quorum thereof. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers.

ARTICLE IX

OFFICERS

Section 1. Association Officers. The officers shall be a President, a Vice-President, a Secretary and a Treasurer. The officers may be, but shall not be required to be, members of the Board of Directors.

Section 2. Election of Officers. The Declarant shall have the sole right to appoint and remove any officer of the Association so long as Declarant shall own ten (10) percent or more of the Lots in the Property. Thereafter, all officers shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. When a final decision regarding an expenditure of Association funds is to be made by such special appointment, no vote may be made by proxy or secret ballot.

Section 5. Multiple Offices. The holding of multiple offices shall be permitted.

Section 6. Duties. The duties of the officers are as follows:

- (a) President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Members and of the Board of Directors. Except where otherwise provided by law or these Bylaws, the president shall have the general powers and duties of supervision and management of the Association, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, shall co-sign all promissory notes, and shall perform all such other duties as are incidental to his or her office or as are required by the Board.
- (b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board or the president.
- (c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.
- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented

to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE X **LIABILITY AND INDEMNIFICATION**

Section 1. Liability of Board Members. No Board member or officer of the Association shall be liable to any Owner for any decision, action or omission made or performed by such Board member or officer in the course of his duties unless such Board member or officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration or these By-Laws.

Section 2. Indemnification. To the fullest extent allowed by Section 617.0831, Florida Statutes, as same may be amended, and subject to any limitations set forth in the Declaration or Articles, the Association shall indemnify the Directors, officers, employees, agents and other persons specifically designated from time to time by the Board of Directors whom it may indemnify pursuant to law. In this connection, the Association is authorized to take out such insurance as it may deem necessary or desirable consistent with such indemnification.

ARTICLE XI **INSURANCE**

The Board of Directors or its duly authorized agent shall obtain hazard insurance for improvements to the Common Property and Areas of Common Responsibility and a broad form public liability policy covering all Common Property and Areas of Common Responsibility and all damage or injury caused by negligence of the Association or any of its agents as more fully described in the Declaration.

ARTICLE XII **AMENDMENTS**

These By-Laws may be amended or repealed and new By-Laws adopted by the Directors so long as Declarant has the authority to appoint the Directors and thereafter by a majority vote of the Board of Directors present, in person or by proxy, and entitled to vote at a regular or special meeting of the Board; provided that any matter which is in fact governed by the Declaration may not be amended except as provided in the Declaration. Notwithstanding anything herein to the contrary, HUD, FHA and VA shall have the right to veto any amendments to these Bylaws as long as a Class "B" membership exists.

ARTICLE XIII **COMMITTEES**

The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XIV
ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual, special and individual assessments which are secured by a lien upon the property against which the assessment is made.

ARTICLE XV
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "Brightwater Master Homeowners Association, Inc., a Florida not for profit corporation," and the year of incorporation in the center of that circle.

ARTICLE XVI
GENERAL

Section 1. Conflicts. It is intended that the provisions of the Declaration which apply to the governance of the Association, as supplemented by the provisions in these By-Laws which are not contained in the Declaration, shall operate as the By-Laws of the Association. In the case of any conflict between such provisions set forth in the Declaration, the Articles of Incorporation of the Association and these By-Laws, the following priorities shall control:

1. Declaration;
2. Articles of Incorporation;
3. By-Laws.

Section 2. Waiver. No provision of these By-Laws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 3. Severability. The provisions of these By-Laws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 4. Captions. Captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision.

Section 5. Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and the plural shall include the singular whenever the context requires or permits.

Section 6. Roberts Rules. All meetings of the membership of the Board of Directors shall be conducted in accordance with *Roberts Rules of Orders Revised*.

Section 7. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC., have adopted these Bylaws as the Bylaws of the Association this 30th day of March, 2018.



John M. Ryan, Director



Michael S. Lawson, Director



Greg Singleton, Director

EXHIBIT “D”

CLUB PLAN

PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq.
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401 East Jackson Street, Suite 2100
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BRIGHTWATER CLUB

CLUB PLAN

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LIST OF EXHIBITS:

Exhibit A	Legal Description of Club Property
Exhibit B	Legal Description of BRIGHTWATER
Exhibit C	General Depiction of the Club Facilities Areas
Exhibit D	Club Membership Fee Schedule

BRIGHTWATER CLUB

CLUB PLAN

BRIGHTWATER CLUB, LLC, a Delaware limited liability company (the "**Club Owner**"), is presently the record title owner of the real property described on **Exhibit A**, attached hereto and made a part hereof (the "**Club Property**"). The Club Property is located within the real property described on **Exhibit B** attached hereto and made a part hereof (such real property being referred to herein as "**BRIGHTWATER**"). NORTH BROOK HOLDINGS, LLC, a Florida limited liability company (the "**Declarant**") is presently the record title owner of BRIGHTWATER and by its joinder to this Club Plan, together with the Club Owner, hereby declares the real property comprising BRIGHTWATER shall be subject to the restrictions, covenants, terms and conditions set forth in this Club Plan.

THE BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION (THE "**ASSOCIATION**") AND EACH RECORD TITLE OWNER OF ANY INTEREST IN BRIGHTWATER SHALL BE BOUND BY AND COMPLY WITH THIS CLUB PLAN. ALTHOUGH THIS CLUB PLAN IS AN EXHIBIT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC. (THE "**DECLARATION**"), THE DECLARATION IS SUBORDINATE AND INFERIOR TO THIS CLUB PLAN AND EACH OWNER, BY ACCEPTANCE OF A DEED TO ANY LOT, ACKNOWLEDGES AND AGREES THIS CLUB PLAN DOES NOT ESTABLISH OR GOVERN A HOMEOWNER'S ASSOCIATION OR CLUB ASSOCIATION AND THIS CLUB PLAN IS NOT GOVERNED BY THE HOMEOWNERS' ASSOCIATION ACT, CHAPTER 720, FLORIDA STATUTES (THE "**HOMEOWNERS ASSOCIATION ACT**"). IN THE EVENT OF ANY CONFLICT BETWEEN THIS CLUB PLAN AND THE DECLARATION, THIS CLUB PLAN SHALL CONTROL.

1. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below:

"**Assessments**" shall mean any and all assessments and charges levied by the Association in accordance with the Declaration. The term "Assessments" shall not refer to the Club Membership Fee, Club Dues and/or any other charges levied pursuant to this Club Plan.

"**BRIGHTWATER**" shall initially mean the real property described on **Exhibit B** attached hereto and made a part hereof, subject to additions and deletions thereto as permitted pursuant to the terms of the Declaration and this Club Plan. The definition of "BRIGHTWATER" shall be automatically amended to include land added to the real property described on **Exhibit "A"** of the Declaration as permitted pursuant to the terms of the Declaration. Further, this Club Plan may be amended from time to time pursuant to Section 8 of this Club Plan in order to subject additional real property to the restrictions, covenants, terms and conditions set forth in this Club Plan.

"**Club**" shall refer to "BRIGHTWATER CLUB," which is generally an association of Persons that have been offered use of the Club Property by the Club Owner, subject to the terms of the Club Documents. Wherever the context so requires, the use the term "Club" also may refer to the Club Property.

"**Club Documents**" shall mean all of the membership materials, agreements and documents governing use of the Club Property, as amended, restated or supplemented by the Club Owner from time to time and includes, without limitation, this Club Plan, the Membership Plan, and the Club Rules and Regulations.

"**Club Dues**" shall mean the charges to be paid by the Members pursuant to the provisions of this Club Plan and the Membership Plan, including without limitation, the Initial Club Contribution, the Club Membership Fee and Special Use Fees. Club Dues are not, and shall not be interpreted as being, Assessments levied by the Association pursuant to Homeowners Association Act.

"Club Facilities" shall mean the facilities, improvements and personal property located within the Club Property that Club Owner shall have actually constructed and/or made available to Resident Members pursuant to this Club Plan and the other Club Documents, including without limitation, the Metro Lagoon. The Club Facilities shall specifically exclude those areas of the Club Property that are not designated as available to Resident Members pursuant to this Club Plan or any other of the Club Documents. The Club Owner will endeavor to specifically identify (by signage, physical boundaries, or other means) the areas of the Club Property that are not accessible to Members, but such identification shall not be required. In the event the Club Owner determines that a particular portion of the Club Property is or is not part of the Club Facilities accessible to the Members, such determination shall be binding and conclusive. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CLUB FACILITIES ARE NOT COMMON PROPERTY (AS DEFINED IN THE DECLARATION) OR COMMON AREA (AS DEFINED IN THE HOMEOWNERS ASSOCIATION ACT) OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CLUB FACILITIES BE CONSIDERED AS COMMON PROPERTY OR COMMON AREA.

"Club Manager" shall mean the Person operating and managing the Club Property from time to time. Club Owner may be Club Manager as provided in this Club Plan. Club Owner reserves the right to designate the Club Manager in Club Owner's sole and absolute discretion.

"Club Membership Fee" shall mean the fees to be paid to Club Owner by each Resident Member pursuant to the provisions of Section 6.1 hereof. Club Membership Fees are not, and shall not be interpreted as being, Assessments levied by the Association pursuant to the Homeowners Association Act.

"Club Owner" shall mean the record title owner of the real property comprising the Club Property and any of its designees, successors and assigns who receive a written assignment of some or all of the rights of Club Owner hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of a partial assignment, the assignee shall not be deemed the "Club Owner" but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At this time, BRIGHTWATER CLUB, LLC, a Delaware limited liability company is the Club Owner. Club Owner may change from time to time (e.g., Club Owner may sell the Club Property).

"Club Plan" shall mean this Club Plan for Brightwater Club, together with all exhibits, schedules, amendments and modifications hereto.

"Club Property" shall initially mean the real property described on **Exhibit A** attached hereto and made a part hereof subject to additions and deletions made by Club Owner from time to time. The Club Property may be comprised of one or more parcels of land that may not be connected or adjacent to one another. The Club Property shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CLUB PROPERTY IS NOT COMMON PROPERTY OR COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CLUB PROPERTY BE CONSIDERED AS COMMON PROPERTY OR COMMON AREA.

"Club Rules and Regulations" shall have the meaning set forth in Section 14.8 hereof.

"Declaration" shall mean the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC., to be recorded in the Public Records of Lee County, Florida, as may be subsequently amended, modified, restated, replaced or supplemented, together with all exhibits and ancillary documents referenced therein. THE DECLARATION SHALL BE JUNIOR AND SUBORDINATE TO THIS CLUB PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THE DECLARATION AND THIS CLUB PLAN, THIS CLUB PLAN SHALL CONTROL.

"Family" means one natural person or not more than two (2) natural persons who customarily reside and live together and otherwise hold themselves out as a family unit, and their unmarried children

under the age of twenty-five (25) whose legal residence is a Dwelling or, in the case of a Non-Resident Membership, the legal residence of the Non-Resident Member. The decision as to whether two (2) natural persons reside and constitute a qualifying family unit shall be determined by the Club Owner in its sole and absolute discretion. Once designated and accepted by the Club Owner as a qualifying Family, no change in natural persons so constituting the qualifying Family may be made except for one (1) time in any calendar year and no more than three (3) times in any constituent family member's lifetime, but in all events such change in the Family shall be subject to the Club Owner's written approval in its sole and absolute discretion. If a Lot is owned by two (2) or more natural persons who are not a part of "Family" as described above, or by an Person which is not a natural person, the Owner of the Lot shall be required to select and designate one (1) Family to utilize the Resident Membership. Club Owner may restrict the frequency of changes in such designation when there is no change in ownership of the Lot. Resident Members and their Family shall be entitled to non-exclusive use of the Club Facilities in accordance with this Club Plan and the other Club Documents, subject to payment of all applicable Club Dues.

"Guest" means any natural person who is permitted access to the Club Property at the invitation of a Member.

"Initial Club Contribution" shall have the meaning set forth in Section 7 hereof.

"Lessee" shall mean the lessee named in any written lease respecting a Dwelling who is legally entitled to possession of any Dwelling within BRIGHTWATER. A Resident Member and their Lessee shall be jointly and severally liable for all Club Dues.

"Member" shall mean (i) every Resident Member, and (ii) every Non-Resident Member. An Owner (other than a Builder) shall continue to be a Resident Member until such Person ceases to be an Owner. Once an Owner leases a Dwelling, only the Lessee shall be entitled to exercise the privileges of a Resident Member with respect to such Dwelling; however, the Resident Member and Lessee shall be jointly and severally liable for all Club Dues. Club Owner may provide access to the Club Facilities to non-Members upon such terms and conditions as may be established by Club Owner, in Club Owner's sole discretion. Club Owner may establish qualification requirements, fees and dues for non-Members to have access to and use of the Club Facilities.

"Membership Plan" shall mean the document prepared by or on behalf of the Club Owner that describes the terms and conditions of Members' membership interests in the Club. The Membership Plan need not be recorded in the Public Records in order to be effective. Club Owner may establish classes or categories of membership, as set forth in the Membership Plan, in which case the term "Member" shall include all such classes or categories unless specifically provided otherwise in the Membership Plan. Nothing in this Club Plan requires the creation of a Membership Plan by the Club Owner, and this Club Plan and the terms and conditions provided herein may continue without a Membership Plan for the Club.

"Metro Lagoon" shall mean the portion of the Club Property that is consistently submerged in or under water, which shall be owned and operated by the Club Owner. Resident Members shall have use of the Metro Lagoon as a benefit of their Resident Membership.

"Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt or any other form of security instrument affecting title to a Lot.

"Mortgagee" shall mean and refer to an institutional or governmental holder of a Mortgage that makes, holds, insures or guarantees mortgage loans in the ordinary course of its business

"Non-Resident Member" shall mean Persons who are not an Owner. Club Owner may, but is not obligated to, issue a limited number of Non-Resident Memberships to Persons who are not Owners. Non-Resident Members may have the physical access and use of certain Club Facilities pursuant to the Membership Plan for so long as they maintain their Non-Resident Membership in good standing. To remain in good standing, Non-Resident Members shall be obligated to meet certain qualification requirements and timely pay all fees and dues applicable to Non-Resident Memberships as determined from time to time by

the Club Owner, which amounts may be equal to or different than the amounts payable by Resident Members. Non-Resident Memberships may be issued on a recallable basis, as determined by the Club Owner from time to time.

"Non-Resident Membership" shall mean a membership in the Club held by a Person who is not an Owner which provides for physical access and use of the Club Facilities in accordance with the Membership Plan.

"Person" shall mean a natural person, a corporation, a partnership, a limited liability company, a trust or any other legal entity.

"Public Records" shall mean the Public Records of Lee County, Florida.

"Resident Member" shall mean every Owner; provided, however, the term "Resident Member" shall not include any Builder (i.e. Builders are not Members). Every Owner (other than a Builder) is required to become and remain a Resident Member in good standing. Membership in the Club shall be issued automatically as an appurtenance to the Resident Member's applicable Lot. Resident Members shall have physical access and use of the Club Facilities in accordance with this Club Plan and the other Club Documents. Except for temporary delegations to a Resident Member's Lessee, a Resident Membership shall not be assignable and/or transferable by any method other than the sale, lease or conveyance of record legal title to the Lot to which it is appurtenant. Upon sale or other transfer of ownership of a Lot, the transferor shall be deemed to have automatically assigned and transferred the Resident Membership with the Lot. Any attempt to separate the Resident Membership from the interest in the Lot upon which it is based shall be null and void.

"Resident Membership" shall mean a membership in the Club held by a Resident Member which provides for physical access and use of the Club Facilities in accordance with the Club Documents. There shall be only one (1) Resident Membership per Lot.

"Special Use Fees" shall have the meaning set forth in Section 6.6 hereof.

2. **Club Offering.** The Association and each Resident Member, by acceptance of title to a Lot, ratify and confirm this Club Plan and agree as follows:

2.1 **Term and Covenant Running with Land.** The terms of this Club Plan shall be covenants running with BRIGHTWATER and shall be binding on each Resident Member and such Resident Member's successors in title and assigns. Every portion of BRIGHTWATER that can be improved with a Lot shall be burdened with the payment of Club Dues. Every Resident Member, by acceptance of a deed to any Lot, shall automatically assume and agree to pay all Club Dues owing in connection with such Lot. Subject to the Club Owner's right to amend this Club Plan, the covenants, conditions and restrictions of this Club Plan shall run with and bind BRIGHTWATER and shall inure to the benefit of and be enforceable by the Club Owner, its successors in title and permitted assigns, for a term of twenty-five (25) years from the date this Club Plan is recorded in the Public Records, after which time the covenants, conditions and restrictions contained in this Club Plan shall be automatically extended for successive periods of ten (10) years unless terminated by Club Owner.

2.2 **Value.** By acceptance of a deed to a Lot, each Resident Member acknowledges the automatic mandatory membership in the Club granted to Resident Members renders ownership of a Dwelling in BRIGHTWATER more valuable than it would be otherwise. All Resident Members and Club Owner agree the provisions and enforceability of this Club Plan are mutually beneficial. Each Resident Member acknowledges Club Owner is initially investing substantial sums of money and time in developing and operating the Club Property on the basis that eventually the Club Property will generate a substantial profit to Club Owner. Each Resident Member agrees that Club Owner would not have made such a substantial investment of money without the anticipation of such profit and such profit shall not, if ever generated, affect the enforceability of this Club Plan.

2.3 Product Purchased. There were significant other housing opportunities available to each Resident Member in the general location of BRIGHTWATER. The Lot together with the rights to utilize the Club Facilities were material in each Resident Member's decision to purchase a Lot in BRIGHTWATER and were, for the purposes of this Club Plan, a "single product." Each Resident Member understands the Club Plan is an integral part of BRIGHTWATER. Full disclosure of the nature of the Club and obligations associated therewith was made to each Resident Member prior to or upon the Resident Member executing a contract to purchase a Lot and each Resident Member has, or was afforded the opportunity to, consult with an attorney.

BY ACCEPTANCE OF A DEED TO A LOT, EACH RESIDENT MEMBER AGREES AND ACKNOWLEDGES THE CLUB OPERATIONS AND CLUB PROPERTY ARE NON-RESIDENTIAL USES INTENDED BY CLUB OWNER AS COMMERCIAL USES WITH THE INTENTION OF GENERATING A PROFIT TO THE CLUB OWNER. AS SUCH, AND SPECIFICALLY BECAUSE THE CLUB PROPERTY IS A COMMERCIAL PARCEL AND THE CLUB OPERATIONS ARE COMMERCIAL USES, CHAPTER 720, FLORIDA STATUTES, AS MAY BE SUBSEQUENTLY AMENDED, DOES NOT APPLY TO THE CLUB OPERATIONS, THE CLUB OWNER OR THE CLUB PROPERTY, EXCEPT ONLY WITH RESPECT TO THE FINANCIAL DISCLOSURE REQUIREMENTS EXPRESSLY STATED IN SECTION 720.3086, FLORIDA STATUTES (2017).

2.4 Rights of Aesthetic Enjoyment. Each Resident Member, by acceptance of a deed to a Lot, hereby acknowledges the value of the aesthetic right of enjoyment to the Metro Lagoon. Every Resident Member, their Family, Guests and Lessees, shall have a non-exclusive right to aesthetic enjoyment, but limited physical use, of the Metro Lagoon in accordance with this Club Plan and such right shall be appurtenant to and shall pass with the title to every Lot, subject to the Club Documents.

2.5 Disclaimers Regarding Club Property. Each Member, on their own behalf and on behalf of any Family, Guest or Lessee, is hereby deemed to acknowledge and agree to use due care in and around the Club Property as well as in participating in any activities in and around the Club Property, and accept the following inherent risks associated with the Club Property, including without limitation, the Club Facilities:

2.5.1 maintenance of the Club Facilities may begin early in the morning and extend late into the evening. Such maintenance may require use of chemicals and may produce adverse effects such as additional noise generated from the various equipment used for such maintenance;

2.5.2 private events, parties and other celebrations may be held at the Club Property which could produce additional visual, auditory other disturbances from traffic, bands or music playing, installation and use of party tents, and other related activities;

2.5.3 Resident Members may experience a loss of privacy resulting from proximity of Dwellings to the Club Property and use of the Club Facilities by Members and non-Members; and

2.5.4 injuries or drowning may result from intentional or unintentional use or contact with the Club Property including without limitation injury resulting from tripping or falling over obstacles, unsupervised swimming, diving into the Metro Lagoon or collision with other swimmers and loss of life or property could occur.

NONE OF THE DECLARANT, THE CLUB OWNER OR THE ASSOCIATION, OR ANY AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, AFFILIATES, REPRESENTATIVES, RECEIVERS, SUBSIDIARIES, PREDECESSORS, SUCCESSORS, AND ASSIGNS OF ANY SUCH PARTIES SHALL IN ANY WAY WHATSOEVER BE RESPONSIBLE FOR ANY CLAIMS, DAMAGES, LOSSES, DEMANDS, LIABILITIES, OBLIGATIONS, ACTIONS OR CAUSES OF ACTION WHATSOEVER, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THE CLUB FACILITIES BY MEMBERS, NON-MEMBERS, FAMILY, GUESTS, LESSEES OR ANY OTHER PERSON.

2.6 Non-Exclusive License. The provisions of this Club Plan do not grant any ownership rights in the Club Property or in the Club Owner in favor of the Association or Members but, rather, grant Resident Members a non-exclusive license to use the Club Facilities subject to full compliance with all obligations imposed by this Club Plan and the other Club Documents.

3. Use and Development of the Club Property.

3.1 Club Property. Club Owner presently owns all of the real property comprising the Club Property, which is currently comprised of approximately one million twenty-six thousand two hundred seventy-four (1,026,274) square feet. The Club Property may be expanded to include additional property in Club Owner's sole and absolute discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Club Property by amendment to this Club Plan. Upon such removal by the Club Owner of portions of the Club Property, the Club Owner shall have the right to sell, rent, lease or otherwise transfer interests in such removed Club Property, including without limitation the Club Facilities, to other Persons, as determined by Club Owner and upon such terms and conditions as are determined by Club Owner. Notwithstanding the forgoing, Club Owner hereby represents that it shall not remove more than twenty-five percent (25%) of the Club Property from this Club Plan.

3.2 Club Facilities. Resident Members are hereby granted a non-exclusive license to use certain facilities within the Club Property (the "**Club Facilities**"), which are generally located within the areas depicted on **Exhibit C**, attached hereto and incorporated herein by this reference. The Club Facilities will be and shall remain the property of Club Owner. The Club Owner shall have the right to either (i) delete or remove Club Facilities in accordance with the terms of this Club Plan, or (ii) delete or remove Club Facilities provided the Club Owner adjusts the Club Dues payable by Resident Members in a manner commensurate with modified Club Facilities, as reasonably determined by Club Owner.

3.3 Construction and Use of the Club Facilities. Club Owner will improve the Club Property with the Club Facilities, including without limitation the Metro Lagoon, at its sole cost and expense. Club Owner shall be the sole and absolute judge as to the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities, including without limitation the Metro Lagoon. Club Owner shall have the unequivocal right to:

3.3.1 develop, construct and reconstruct, in whole or in part, the Club Facilities, the Metro Lagoon and related improvements, and make any additions, alterations, improvements, or changes thereto;

3.3.2 without the payment of rent and without payment for utilities, maintain leasing and/or sales offices (for sales and re-sales of Lots), general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of Lots;

3.3.3 place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Club Property for sales, construction storage, or other purposes;

3.3.4 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of any of the Club Facilities or any other improvements located within BRIGHTWATER;

3.3.5 post, display, inscribe or affix to the exterior of the Club Property and Club Facilities, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of BRIGHTWATER including, without limitation, the sale of Lots;

3.3.6 conduct whatever commercial activities within the Club Property deemed necessary, convenient, profitable and/or appropriate by Club Owner;

3.3.7 develop, operate and maintain the Club Facilities as deemed necessary or convenient, in its sole and absolute discretion; and

3.3.8 conduct all activities that, in the sole opinion of Club Owner, are necessary or convenient for the development, operation and sale of the Club Facilities, Club Property or any lands or improvements within BRIGHTWATER.

3.4 Changes. Subject to Sections 3.1 and 3.2 above, Club Owner reserves the absolute right in Club Owner's sole and absolute discretion to, from time to time, alter or change the Club Facilities, including construction of additional Club Facilities and/or the removal or modification thereof, at any time.

3.5 Commercial Space. It is possible that portions of the Club Property, including without limitation the Club Facilities, may include a sales office, retail space and/or other commercial space as Club Owner may deem appropriate in Club Owner's sole and absolute discretion. Club Owner may permit Members to access any commercial facilities located within the Club Property at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club Property. Club Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Resident Members.

3.6 Limitations Upon Use of Club Facilities. Without limiting any other provision of this Club Plan, Club Owner shall have the following rights with respect to the Club Facilities:

3.6.1 To allow public use of the Club Facilities on such terms as conditions as may be established by the Club Owner in its sole and absolute discretion;

3.6.2 To lease, assign or otherwise transfer the operating rights to, and any and all profits from, any restaurant, snack bar, cabana, or other facility on the Club Property to Resident Members, Non-Resident Members and non-Members;

3.6.3 To charge any admission, use, or other fee for use of any Club Facilities by Non-Resident Members and/or non-Members as the Club Owner may deem appropriate;

3.6.4 To suspend a Resident Member's right to use Club Facilities for the period during which any Assessment charged by the Association remains unpaid and past due;

3.6.5 To suspend a Resident Member's right to use Club Facilities for the period during which any Club Dues remain unpaid and past due and for a reasonable period during or after any infraction of the Club Documents;

3.6.6 To dedicate or transfer all or any part of the Club Property (to any governmental agency, public authority, or utility;

3.6.7 To grant easements over, across or through the Club Property;

3.6.8 To permit Persons who are not Members to use the Club Facilities, including the right of Club Owner to hold special events at the Club Property, and to allow non-Members to attend events and otherwise participate in activities at the Club Property;

3.6.9 To borrow money as may be necessary to exercise any of the Club Owner's powers, including without limitation, improvement or expansion of the Club Property, and may mortgage the Club Property, grant a security interest in the Club Dues or take other actions necessary to secure the repayment of such money;

3.6.10 To take such steps as are reasonably necessary to protect the Club Facilities;

3.6.11 To close or restrict access to all or any portion of the Club Facilities at any time to conduct maintenance;

3.6.12 To close or restrict access to all or any portion of the Club Facilities, for limited periods of time to conduct special events, parties or celebrations, including without limitation those intended primarily to benefit the selling of Lots in BRIGHTWATER; provided, however, the Club Facilities shall not be closed in their entirety for the purpose of special events, parties or celebrations not to exceed more than a total of thirty (30) calendar days in any calendar year;

3.6.13 To regulate parking and traffic at the Club Property;

3.6.14 To dedicate or transfer ownership or control of all or any part of the Club Property to the CDD or any other governmental agency, public authority, or utility, or to the Association;

3.6.15 To execute all documents and take such actions and do such acts affecting the Club Facilities, which, in Club Owner's sole discretion, are desirable or necessary to facilitate development, construction, sales, and marketing of any portion of BRIGHTWATER; and

3.6.16 To take all other actions with respect to operation, management and control of the Club Facilities deemed necessary by the Club Owner in its sole and absolute discretion.

3.7 Interim Facilities. Club Owner shall have the right to provide Resident Members access to interim facilities (the "**Interim Club Facilities**") for use by Resident Members during the construction of the Club Facilities. The Interim Club Facilities may be owned by Club Owner or an affiliated entity of Club Owner. The Interim Club Facilities shall be of comparable type and quality to the intended Club Facilities. Club Owner agrees that Resident Members shall not be obligated to pay Club Dues until the Interim Club Facilities are made available to the Resident Members. There shall be no abatement of Club Dues payable by Resident Members during such time as the Club Facilities are under construction so long as the Interim Club Facilities are made available to Resident Members at no extra charge.

3.8 Subordination. This Club Plan and the rights of Members is and shall be subject and subordinate to: (i) any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, modifications, and extensions thereof, now or hereafter placed on the Club Property by Club Owner; and (ii) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities.

4. Persons Entitled to Use the Club.

4.1 Rights of Members. Each Member shall have such non-exclusive rights and privileges as shall from time to time be granted by Club Owner. In order to exercise the rights of an Owner as a "Resident Member," a natural person must be the record title owner of a Dwelling. If a Lot is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate up to one (1) natural person who will be the Resident Member of the Club with respect to such Lot. Resident Members shall have no right to access the commercial space comprising part of the Club Facilities, or portions of the Club Property leased or licensed to third parties or other Members, except as and when permitted by Club Owner. Use rights in the Club Facilities for each Resident Member shall be limited to the natural persons comprising a "Family."

4.2 Use by Persons Other than Members. Club Owner has the right at any and all times, and from time to time, to make the Club Facilities, available to Persons other than Members. Club Owner shall establish the fees to be paid, if any, by any Person using the Club Facilities who is not a Member. The granting of such rights shall not invalidate this Club Plan, reduce or abate any Resident Member's obligations to pay Club Dues pursuant to this Club Plan, or give any Resident Member the right to avoid any of the provisions of this Club Plan. Club Owner shall have the right to determine from time to time, and at any time, in the Club Owner's sole absolute discretion, the manner in which the Club Facilities, will be made available to the public and the fees and charges that may be charged for such public use.

5. Ownership and Control of the Club.

5.1 Control of Club Property by Club Owner. The Club Property shall be under the complete supervision and control of Club Owner unless Club Owner appoints a third party as Club Manager.

5.2 Transfer of Club. Subject to Sections 3.1 and 3.2 above, Club Owner may sell, encumber or convey the Club Property, or any portion thereof, to any Person in its sole and absolute discretion at any time.

5.3 Change In Terms of Offer. Club Owner may provide that some Members pay Club Dues on a different basis than other Members as may be provided in the Membership Plan. No Resident Member shall have the right to object to any other Member paying greater or lesser Club Dues so long as the Club Dues applicable to any particular Resident Member are in accordance with this Club Plan and the Membership Plan.

5.4 Transfer of Control. The conveyance of the Club Property, or any portion thereof, shall be subject to easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. THE CLUB PROPERTY, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF SUCH ITEM BEING CONVEYED.

6. Club Dues. In consideration of the Club Owner providing for use of the Club Property by the Resident Members, each Resident Member by acceptance of a deed to a Dwelling shall be deemed to have specifically covenanted and agreed to pay all Club Dues and other charges that are set forth herein and in the Membership Plan. Club Owner presently intends to collect Club Dues in advance and on a monthly basis but reserves the right to change the payment period from time to time (e.g., to require payment in advance on a yearly or monthly basis). Each Resident Member's obligation to pay Club Dues shall exist so long as this Club Plan is in effect, regardless of whether such Resident Member's Dwelling is occupied, destroyed, renovated, replaced, rebuilt, or leased.

6.1 Club Membership Fee. Each Resident Member that is the record title owner of a Lot, for each Residential Membership held by such Resident Member, shall pay to Club Owner as part of the Club Dues, without setoff or deduction, the Club Membership Fee in the initial amount of Thirty-Five and No/100 Dollars (\$35.00) per month (the "**Resident Membership Fee**"). Club Owner shall have the right, but not the obligation, to increase the Resident Membership Fee on January 1st of each year, commencing on January 1, 2019, to those amounts set forth in the Club Membership Fee Schedule attached hereto as **Exhibit D** (the "**Club Membership Fee Schedule**"), subject to increases in the amounts provided in the Club Membership Fee Schedule by no more than twenty-five percent (25%). Any such increase in the Resident Membership Fee may be made by Club Owner without the joinder or consent of any Person whatsoever. Resident Members shall pay to Club Owner as part of the Club Dues, without setoff or deduction, the Club Membership Fee provided in the Club Membership Fee Schedule, as may be amended from time to time. The Club Owner shall periodically publish and make available to prospective Resident Members the Club Membership Fees then in effect for Resident Memberships. Prospective Resident Members should contact the Club Owner to obtain the current Club Membership Fees in effect prior to purchasing a Lot within BRIGHTWATER. **THE CLUB MEMBERSHIP FEE ESTABLISHED BY THE CLUB OWNER MAY CHANGE FROM TIME TO TIME. PROSPECTIVE RESIDENT MEMBERS SHOULD CONTACT THE CLUB OWNER FOR THE CURRENT CLUB MEMBERSHIP FEES PRIOR TO ACQUIRING TITLE TO A DWELLING.**

6.2 Taxes. In addition to the Club Membership Fee, each Resident Member shall pay all applicable sales, use or similar taxes now or hereafter imposed on the Club Membership Fee. Currently, sales tax is payable on the entire amount of Club Dues.

6.3 Resident Memberships. Resident Members shall have Resident Memberships for each Dwelling owned by any such Resident Member and shall pay Club Dues for each such Resident Membership. If a Resident Member owns more than one Dwelling, separate Club Dues are payable for each and every Dwelling owned by such Resident Member.

6.4 Excuse or Postponement. Club Owner may excuse or postpone the payment of Club Dues in its sole and absolute discretion.

6.5 Club Owner's Obligation. Under no circumstances shall Club Owner be required to pay Club Dues.

6.6 Special Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, ticket, service and/or use fees and charges ("**Special Use Fees**"), for which one (1) or more Members (but less than all Members) are subject, such as costs of special services or facilities provided to a Member relating to the special use of the Club Facilities or tickets for shows, special events, or performances held in the Club Facilities. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. Club Owner shall have no duty to account for any Special Use Fees; all of such Special Use Fees shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Members. For those programs or events, if any, for which tickets are sold, Club Owner shall determine how to distribute any tickets in its sole and absolute discretion.

6.7 Additional Club Dues. If a Member and/or its Family, Guests and Lessees, do anything which increases the cost of maintaining or operating the Club Property, or cause damage to any part of the Club Property, Club Owner may levy additional Club Dues against such Member in the amount necessary to pay such increased cost or repair such damage.

6.8 Commencement of First Charges. The obligation to pay Club Dues, including without limitation, the Club Membership Fee, shall commence as to each Resident Member on the day of the conveyance of title of a Lot to a Resident Member. Notwithstanding the foregoing, no Resident Member shall be obligated to pay Club Dues until the first day of the calendar month upon which any portion of the Club Facilities can be used by Resident Members (e.g., upon issuance of a temporary Certificate of Occupancy for any structure forming part of the Club Facilities) unless the Interim Club Facilities are made available to Resident Members as provided in Section 3.7 of this Club Plan. In the event that Interim Club Facilities are made available to Resident Members, then Club Dues shall commence upon the first day of the calendar month upon which the Interim Club Facilities can be used by Resident Members.

6.9 Time Is of Essence. Timely payment of the sums due and performance of the other obligations hereunder, at the times stated, shall be of the essence.

6.10 Obligation to Pay Real Estate Taxes and Other Expenses. Each Resident Member shall pay all taxes, charges, obligations and Assessments relating to their Lot which if not paid, could become a lien against the Lot which is superior to the lien for Club Dues created by this Club Plan. Although a lien for Assessments payable to Association is inferior to the lien of Club Owner (regardless of when the lien for Assessments is filed in the Public Records), each Resident Member agrees to pay all Assessments when due. Upon failure of a Resident Member to pay the taxes, charges, obligations, and Assessments imposed upon their Lot, Club Owner may (but is not obligated to) pay the same and add the amount advanced to the Club Dues payable by such Resident Member.

6.11 Change In Terms of Offer. Some Resident Members will pay Club Membership Fees on a different basis than other Resident Members based upon the Membership Fees established by Club Owner and published from time to time. No Resident Member shall have the right to object to any other Resident Member paying greater or lesser Club Membership Fees so long as the Club Membership Fee applicable to any particular Lot is the Club Membership Fee established and published by the Club Owner at the time the applicable Resident Member became the record title owner of their respective Lot.

7. Club Contributions.

7.1 Initial Club Contribution. There shall be collected from such Person purchasing a Lot from the Declarant, including Builders, at the time of closing, an initial contribution (the "**Initial Club Contribution**") in the amount of Two Thousand and No/100 Dollars (\$2,000.00) per Lot. Each Initial Club Contribution shall be transferred to Club Owner at the time of closing. Initial Club Contributions are not to be considered as advance payment of Club Dues. Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Initial Club Contributions may be used and applied by Club Owner as it deems necessary in its sole and absolute discretion. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive Initial Club Contributions in its sole and absolute discretion.

7.2 Resale Club Contributions. After the Dwelling has been conveyed by the Declarant, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Dwelling by an Owner, including a Builder, a resale contribution in the amount equal to Two Thousand and No/100 Dollars (\$2,000.00) (the "**Resale Club Contribution**"). Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Resale Club Contributions may be used and applied by Club Owner as it deems necessary in its sole and absolute discretion. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive the Resale Club Contributions in its sole and absolute discretion. Notwithstanding any other provision of this Club Plan to the contrary, a Builder purchasing a Lot from the Declarant shall not be obligated to pay the Resale Club Contribution.

8. Annexation by Club Owner. Additional lands may be subjected to the restrictions, covenants, terms and conditions set forth in this Club Plan by the Club Owner and, if different from the Club Owner, with the joinder and consent of the record title owner of such real property. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, the Association or any Owners). Such annexed lands shall be brought within the provisions and applicability of this Club Plan by the recording of an amendment to this Club Plan in the Public Records (the "**Annexation Amendment**"). The Annexation Amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Club Plan as fully as though the annexed lands were described herein as a portion of BRIGHTWATER. Such Annexation Amendment may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Club Plan as deemed appropriate by the Club Owner; provided, however, any such additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Club Plan shall be applicable only to the annexed lands. Only the Club Owner may annex additional lands to the restrictions, covenants, terms and conditions set forth in this Club Plan.

9. Creation of the Lien and Personal Obligation.

9.1 Claim of Lien. Each Resident Member, by acceptance of a deed to a Lot, shall be deemed to have covenanted and agreed that the Club Dues, and any other amounts Club Owner permits a Resident Member to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing first lien in favor of Club Owner encumbering each Lot and all personal property located thereon owned by the Resident Member. The lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Lot, name of the Resident Member, and the amounts due as of that date, but shall relate back to the date this Club Plan is recorded in the Public Records. The Claim of Lien shall also cover any additional amounts that accrue thereafter until satisfied. All unpaid Club Dues and other amounts Club Owner permits a Resident Member to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the Person who was the record title owner of the Lot at the time when the charge or fee became due, as well as such Person's successors, assigns, heirs, devisees, or personal representatives. If a Dwelling is leased, the Resident Member shall be liable hereunder notwithstanding any provision the lease to the contrary. Further, the lien created by this Club Plan is superior to the Association's lien for Assessments.

9.2 Right to Designate Collection Agent. Club Owner shall have the right, in its sole and absolute discretion, to designate who shall collect Club Dues. Club Owner may, but shall not be obligated, to designate the Association as the collection agent for Club Dues.

9.3 Subordination of the Lien to Mortgages. The lien for Club Dues and related fees and expenses shall be subordinate to a bona fide first Mortgage held by a Mortgagee on any Lot, if the Mortgage is recorded in the Public Records prior to the Claim of Lien. The Club Owner's Claim of Lien shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide first Mortgage held by a Mortgagee, in which event, the acquirer of title, its successors and assigns, shall be liable for Club Dues that became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2017) as if such Club Dues were Association Assessments; provided, however, Club Dues shall in no manner be deemed "assessments" subject to the provisions of Chapter 720, Florida Statutes (2017). Any sale or transfer pursuant to a foreclosure shall not relieve the Resident Member from liability for, or the Lot from, the lien of any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure.

9.4 Acceleration. In the event of a default in the payment of any Club Dues and related fees and expenses, Club Owner may, in Club Owner's sole and absolute discretion, accelerate the Club Dues for the next ensuing twelve (12) month period and for twelve (12) months from each subsequent delinquency.

9.5 Non-Payment. If any Club Dues are not paid within ten (10) days after the due date, a late fee (to compensate Club Owner for administrative expenses due to late payment) of \$25.00 per month, or such greater amount established by Club Owner, together with interest on all amounts payable to Club Owner in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. Club Owner may, at any time thereafter, bring an action at law against the Resident Member personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. In the event of foreclosure, the defaulting Resident Member shall be required to pay a reasonable rental for the Dwelling to Club Owner and Club Owner shall be entitled, as a matter of right, to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club Owner would not be served by doing so. There shall be added to the Claim of Lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. Club Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be cumulative. The bringing of action shall not constitute an election or exclude the bringing of any other action.

9.6 Non-Use. No Resident Member may waive or otherwise escape liability for fees and charges provided for herein by non-use of, or the waiver of the right to use, Club Facilities or abandonment of a Dwelling.

9.7 Suspension. Should a Resident Member not pay sums required hereunder, or otherwise default, for a period of thirty (30) days, Club Owner may, without reducing or terminating a Resident Member's obligations hereunder, suspend the Resident Member's (or in the event the Dwelling is leased, the Lessee's) rights to use the Club Facilities until all fees and charges are paid current and/or the default is cured.

9.8 Collection from Lessees. If a Dwelling is occupied by a Lessee and the Resident Member is delinquent in the payment of Club Dues, the Club Owner may demand from the Lessee payment to the Club Owner of all monetary obligations, including without limitation, Club Dues due from the Resident Member to the Club Owner. So long as the Resident Member remains delinquent, future rent payments due to the Resident Member must be paid to the Club Owner and shall be credited to the monetary obligations of the Resident Member to the Club Owner; provided, however, if within fourteen (14) days from

the written demand of the Club Owner, the Lessee provides the Club Owner with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

10. Operations.

10.1 Control. The Club Property shall be under the complete supervision and control of Club Owner until Club Owner, in its sole and absolute discretion, delegates all or part of the right and duty to operate, manage and maintain the Club Property to a third party as Club Manager, if ever, as hereinafter provided.

10.2 Club Manager. At any time, Club Owner may appoint a Club Manager to act as its agent. Without limiting the foregoing, the Club Manager, if so agreed by Club Owner, may file liens for unpaid Club Dues against Lots and may enforce the Club Rules and Regulations.

11. Ambiguities/Interpretation. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination of such matter shall be conclusive and binding absent manifest error.

12. Attorneys' Fees. If at any time Club Owner must enforce any provision hereof, Club Owner shall be entitled to recover all of its reasonable costs and attorneys' and paraprofessional fees at all levels, including appeals, collections and bankruptcy.

13. Rights to Pay and Receive Reimbursement. Club Owner shall have the right, but not the obligation, to pay any Club Dues which are in default by a Resident Member and which may or have become a lien or charge against any Lot. Further, Club Owner shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of Resident Member to protect its lien. Club Owner shall be entitled to immediate reimbursement, on demand, from the Resident Member for such amounts so paid, plus interest thereon at the maximum rate allowable by law, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy.

14. General Restrictions. Club Owner has adopted the following general restrictions governing the use of the Club Facilities. Each Resident Member and other Persons entitled to use the Club Facilities, including without limitation, other Members, shall comply with following general restrictions:

14.1 Minors. Minors sixteen (16) years and older are permitted to use the Club Facilities without adult supervision. Minors under sixteen (16) years of age are not permitted to use the Club Facilities without adult supervision. Members are responsible for the actions and safety of minors who are their Family or Guests and any damages to the Club Facilities, or any other portion of the Club Property, caused by such minors. Club Owner is not liable and specifically disclaims liability for the actions of such minors.

14.2 Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety, and welfare of such Member and their Family or Guest, and the personal property of all of the foregoing, and each Member shall not allow any of the foregoing to damage the Club Property or interfere with the rights of other Members hereunder.

14.3 Cars and Personal Property. The Club Owner is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities or any other part of the Club Property. Without limiting the foregoing, any natural person parking a car within the parking areas provided by the Club Owner assumes all risk of loss with respect to his or her car in such parking areas. Further, any natural person entering the Club Property, or any portion thereof, assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored anywhere within the Club Property. No trailers or boats may be parked on the Club Property at any time.

14.4 Activities. Any Member, Family, Guest or other Person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Owner, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club Owner, either on or off the Club Property, shall do so at their own risk. Every Member shall be liable for any property damage and/or personal injury at the Club Property, or at any activity or function operated, organized, arranged or sponsored by the Club Owner, caused by any Member or such Member's Family or Guest. No Member may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fundraising, or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

14.5 Property Belonging to the Club. Property or furniture within the Club Property shall not be removed from the room in which it is placed or from the Club Facilities.

14.6 Indemnification of Club Owner. Each Member, Family, Guest or other Person who, in any manner, makes use of, or accepts the use of the Club Property, or any portion thereof, agrees to indemnify and hold harmless Club Owner, its officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Member's use of the Club Property, including, without limitation, use of the Club Facilities by Members and their Family or Guests, or the interpretation of this Club Plan, and/or the Club Rules and Regulations and/or from any act or omission of the Club Owner or of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Club Owner's insurance policies.

14.7 Attorneys' Fees. Should any Member bring suit against Club Owner or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

14.8 Unrecorded Rules. Club Owner may adopt rules and regulations ("**Club Rules and Regulations**") from time to time. Such Club Rules and Regulations may not be recorded; therefore, each Member and Lessee should request a copy of unrecorded Club Rules and Regulations from the Club Owner and become familiar with the same.

14.9 Waiver of Club Rules and Regulations. Club Owner may waive the application of any Club Rules and Regulations to one or more Members, Lessees, Guests, or Family in Club Owner's sole and absolute discretion. A waiver may be revoked at any time upon written notice to affected Lessees and Members.

15. Violation of the Club Rules and Regulations.

15.1 Basis for Suspension. The membership rights of a Member may be suspended by Club Owner if, in the sole judgment of Club Owner:

15.1.1 with respect to a Resident Member, such Person is not an Owner or a Lessee;

15.1.2 the Member violates one or more of the Club Rules and Regulations;

15.1.3 a Guest or other natural person for whom a Member is responsible violates one or more of the Club Rules and Regulations;

15.1.4 a Member fails to pay Club Dues or, with respect to Resident Members, Assessments, in a proper and timely manner; or

15.1.5 a Member, Family and/or Guest has injured, harmed or threatened to injure or harm any natural person within the Club Property, or harmed, destroyed or stolen any personal property within the Club Property, whether belonging to a Member, third party or to Club Owner.

15.2 Types of Suspension. Club Owner may restrict or suspend, for cause or causes described in the preceding Section, any Member's privileges to use any or all of the Club Facilities. By way of example, and not as a limitation, Club Owner may suspend the membership of a Lessee if such Lessee's Resident Member fails to pay Club Dues due in connection with a leased Dwelling. In addition, Club Owner may suspend some membership rights while allowing a Member to continue to exercise other membership rights. For example, Club Owner may suspend the rights of a particular Member or Club Owner may prohibit a Member from using a portion of the Club Facilities. No Member whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Dues or any other fees. During the restriction or suspension, Club Dues shall continue to accrue and be payable each month. Under no circumstance will a Member be reinstated until all Club Dues and other amounts due are paid in full.

16. Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Club Owner. If Club Owner elects, in Club Owner's sole and absolute discretion, to reconstruct the Club Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Club Facilities; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club Facilities in its sole and absolute discretion. There shall be no abatement in payments of Club Dues, including the Club Membership Fee, during casualty or reconstruction. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the Club Facilities substantially to the condition in which they existed before the damage or destruction took place. After all reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner shall terminate this Club Plan by written notice recorded in the Public Records.

17. Risk of Loss. Club Owner shall not be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club Property on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club Property, or from any act of negligence of any other natural person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this Club Plan. No Member shall be entitled to cancel this Club Plan or receive any abatement in Club Dues on account of any such occurrence. By way of example, if the Club is destroyed in whole or part by a casualty, Owners shall remain liable to pay all Club Dues notwithstanding that the Club is not available for use.

18. Eminent Domain. If, during the operation of this Club Plan, an eminent domain proceeding is commenced affecting the Club Property, then in that event, the following conditions shall apply:

18.1 Complete Taking. If the whole or any material part of the Club Property is taken under the power of eminent domain, Club Owner may terminate this Club Plan by written notice recorded in the Public Records. Should such notice be given, this Club Plan and the provisions in the Declaration relating to the Club shall terminate. All damages awarded in relation to the taking shall be the sole property of Club Owner.

18.2 Partial Taking. Should a portion of the Club Property be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Club Property so that Club Owner determines the taking is not a complete taking, then, in such event, Club Owner shall have the option, to the extent legally possible, to utilize a portion of the proceeds of such taking for the restoration, repair, or remodeling of the Club Facilities, or to terminate this Club Plan as provided in Section 18.1 hereof. All damages awarded in relation to the taking shall be the sole property of Club Owner, and Club Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling of the Club Facilities.

19. Additional Indemnification of Club Owner. The Association and each Member covenant and agree jointly and severally to indemnify, defend and hold harmless Club Owner, its respective officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Property, Club Property, or other property serving the Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Members, and from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The indemnifications provided in this Section shall survive termination of this Club Plan. The costs and expense of fulfilling this covenant of indemnification shall be Common Expenses of the Association to the extent such matters are not covered by insurance maintained by the Association.

20. Estoppel. The Association shall, from time to time, upon not less than ten (10) days' prior written notice from Club Owner, execute, acknowledge and deliver a written statement: (a) certifying that this Club Plan is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that this Club Plan, as so modified, is in full force and effect) and the date to which the Club Dues are paid; and (b) acknowledging that there are not, to the Association's knowledge, any uncured defaults by the Association, Club Owner or Members with respect to this Club Plan. Any such statement may be conclusively relied upon by any prospective purchaser of Club Owner's interest or mortgagee of Club Owner's interest or assignee of any mortgage upon Club Owner's interest in the Club. The Association's failure to deliver such statement within such time shall be conclusive evidence: (x) that this Club Plan is in full force and effect, without modification except as may be represented, in good faith, by Club Owner; (y) that there are no uncured defaults; and (z) that the Club Dues have been paid as stated by Club Owner.

21. No Waiver. The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more provisions of the Club Plan or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any Member, or any part thereof shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner (with respect to Association or a Member) shall be effective unless made by Club Owner in writing.

22. Venue. **EACH MEMBER ACKNOWLEDGES REGARDLESS OF WHERE SUCH MEMBER (i) EXECUTED A PURCHASE AND SALE AGREEMENT FOR A DWELLING, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A LOT, EACH LOT IS LOCATED IN LEE COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN LEE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, CLUB OWNER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN LEE COUNTY, FLORIDA.**

23. Release. **BEFORE ACCEPTING A DEED TO A LOT, EACH RESIDENT MEMBER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A LOT, EACH RESIDENT MEMBER ACKNOWLEDGES THEY HAVE SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH RESIDENT MEMBER CONFIRMING IN ADVANCE OF ACQUIRING A LOT THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH RESIDENT MEMBER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB PLAN IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR**

CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THIS CLUB PLAN, EACH RESIDENT MEMBER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY THAT A RESIDENT MEMBER MAY HAVE IN THE FUTURE, OR THAT ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF RESIDENT MEMBER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB PLAN, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

24. Amendment. Notwithstanding any other provision herein to the contrary, no amendment to this Club Plan shall affect the rights of Club Owner unless such amendment receives the prior written consent of Club Owner which may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Club Plan benefiting Mortgagees without the prior approval of the Mortgagee(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the Public Records. Except as provided herein, Club Owner shall have the right to amend this Club Plan as it deems appropriate, without the joinder or consent of any Person whatsoever. Club Owner's right to amend under this provision is to be construed as broadly as possible. By way of example, Club Owner may terminate this Club Plan (and all rights and obligations hereunder). Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of BRIGHTWATER to this Club Plan by amendment recorded in the Public Records. Likewise, Club Owner may elect, in Club Owner's sole and absolute discretion, to remove portions of BRIGHTWATER from the benefit and encumbrance of this Club Plan by amendment recorded in the Public Records. Each Member agrees that such Member has no vested rights under current case law or otherwise with respect to any provision in this Club Plan other than those setting forth the maximum level of each individual Lot's Club Membership Fee that shall be imposed from time to time.

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

26. Notices. Any notice required to be sent to any Member, non-Member, Person, or Guest under the provisions of this Club Plan shall be deemed to have been properly sent when mailed, postpaid, hand delivered, telefaxed, or delivered by professional carrier or overnight delivery to the last known address at the time of such mailing.

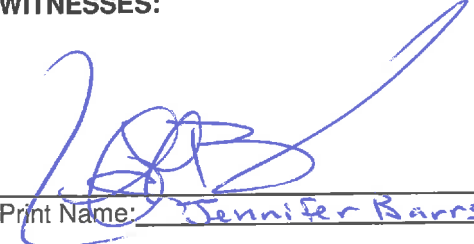

27. Florida Statutes. Whenever this Club Plan refers to the Florida Statutes, the reference shall be deemed to refer to the Florida Statutes as they exist and are effective on the date the Club Plan was recorded in the Public Records except to the extent provided otherwise as to any particular provision of the Florida Statutes.

28. Headings. The headings within this Club Plan are for convenience only and shall not be used to limit or interpret the terms hereof.

[Signatures on the Following Page]

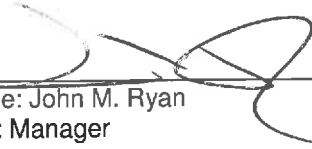
IN WITNESS WHEREOF, the undersigned, being the Club Owner hereunder, has hereunto set its hand and seal this 1st day of June, 2018.

WITNESSES:


Print Name: Jennifer Barrs

Print Name: Lauren Parsons

"CLUB OWNER"

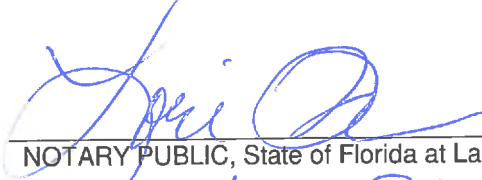
BRIGHTWATER CLUB, LLC, a Delaware limited liability company

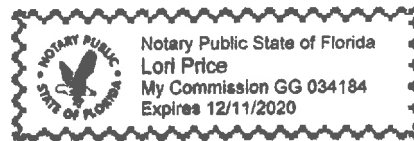
By: 
Name: John M. Ryan
Title: Manager

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 1st day of June, 2018, by John M. Ryan, as Manager of BRIGHTWATER CLUB, LLC, a Delaware limited liability company, on behalf of the Company. He [is personally known to me] [has produced _____ as identification].

My commission expires: 12/11/2020


NOTARY PUBLIC, State of Florida at Large
Print Name: Lori Price

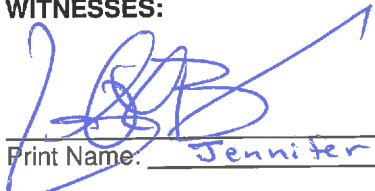


JOINDER

NORTH BROOK HOLDINGS, LLC, a Florida limited liability company (the "**Declarant**"), does hereby join in the BRIGHTWATER CLUB - CLUB PLAN (the "**Club Plan**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Declarant agrees this Joinder is for the purpose of subjecting any lands within BRIGHTWATER (as defined in the Club Plan) owned by the Declarant to the Club Plan and for evidencing its acceptance of the rights and obligations provided in the Club Plan.

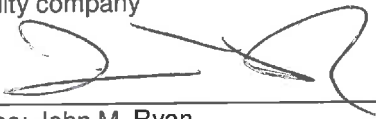
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 1st day of June, 2018.

WITNESSES:


Print Name: Jennifer Barrs


Print Name: Lauren Parsons

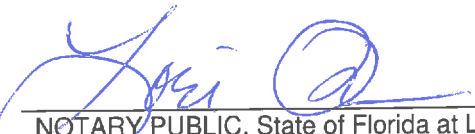
NORTH BROOK HOLDINGS, LLC, a Florida limited liability company

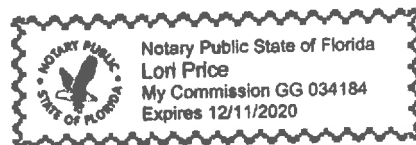
By: 
Name: John M. Ryan
Title: Manager

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 1st day of June, 2018, by John M. Ryan as Manager of NORTH BROOK HOLDINGS, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

My commission expires: 12/11/2020


NOTARY PUBLIC, State of Florida at Large
Print Name: Lori Price

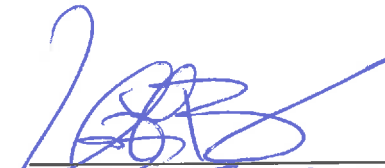



JOINDER

BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the BRIGHTWATER CLUB - CLUB PLAN (this "**Club Plan**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Club Plan and does not affect the validity of this Club Plan as the Association has no right to approve this Club Plan.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 15th day of June, 2018.

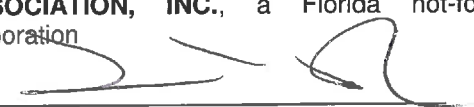
WITNESSES:


Print Name: Jennifer Barrs


Print Name: Lauren Parsons

"ASSOCIATION"

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

By: 
Name: John M. Ryan
Title: President

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 15th day of June, 2018, by John M. Ryan as President of BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced as identification.

My commission expires: 12/11/2020


NOTARY PUBLIC, State of Florida at Large

Print Name: Lori Price

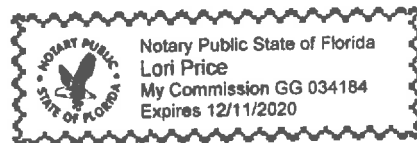


EXHIBIT A

LEGAL DESCRIPTION

CLUB PROPERTY

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 15 AND 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

PARCEL "A"

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE N 00°01'06" W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION FOR 158.36 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 362.00 FEET TO WHICH POINT A RADIAL LINE BEARS S 28°13'25" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°52'28" FOR 138.21 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 116°52'25" FOR 142.79 FEET; THENCE N 63°40'04" W FOR 258.48 FEET; THENCE S 89°58'25" W FOR 34.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°29'43" FOR 119.11 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 198.93 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°19'48" FOR 157.39 FEET; THENCE N 89°51'40" W FOR 230.19 FEET; THENCE N 00°08'01" W FOR 102.92 FEET; THENCE N 89°43'43" W FOR 129.72 FEET; THENCE N 00°16'17" E FOR 93.83 FEET; THENCE S 89°59'07" W FOR 62.46 FEET; THENCE N 00°00'36" W FOR 72.78 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°33'25" FOR 19.44 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 126°53'27" FOR 121.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°46'16" FOR 24.33 FEET; THENCE N 26°34'22" W FOR 70.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°04'55" FOR 98.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 508.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 77°25'06" W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°05'44" FOR 399.83 FEET; THENCE N 57°40'38" E FOR 51.64 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62°41'28" FOR 16.41 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82°49'25" FOR 79.51 FEET; THENCE N 49°57'11" E FOR 84.57 FEET; THENCE S 27°09'46" E FOR 24.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 625.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°32'05" FOR 376.71 FEET; THENCE S 61°41'50" E FOR 33.18 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65°20'50" FOR 96.94 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°50'54" FOR 426.36 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 750.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°40'34" FOR 165.93 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°05'35" FOR 349.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 707.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 71°54'58" E; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°32'57" FOR 241.22 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 362.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°18'40" FOR 381.05 FEET TO THE **POINT OF BEGINNING**.

AND

PARCEL "B"

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE N 89°52'23" W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION FOR 1,257.56 FEET; THENCE N 00°07'37" E FOR 126.47 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 89°52'23" W FOR

213.35 FEET; THENCE N 00°00'53" W FOR 15.06 FEET; THENCE N 89°52'23" W FOR 19.50 FEET; THENCE N 00°00'53" W FOR 744.68 FEET; THENCE N 89°59'07" E FOR 229.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 320.00 FEET TO WHICH POINT A RADIAL LINE BEARS S 67°09'46" W; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°44'08" FOR 20.86 FEET; THENCE S 26°34'22" E FOR 70.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°46'16" FOR 24.33 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°02'09" FOR 73.95 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°49'38" FOR 12.52 FEET; THENCE S 00°00'36" E FOR 52.03 FEET; THENCE S 89°59'07" W FOR 52.03 FEET; THENCE S 00°00'01" E FOR 524.14 FEET TO THE POINT OF BEGINNING.

SUBJECT PARCEL CONTAINS: 23.56 ACRES, MORE OR LESS.

BRIGHTWATER CLUB PLAN

EXHIBIT B

LEGAL DESCRIPTION OF BRIGHTWATER

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 15, 16 AND 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

PARCEL "A"

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE S 89°29'37" E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 FOR 1,411.00 FEET; THENCE S 00°30'23" W FOR 706.92 FEET; THENCE S 27°55'32" W FOR 1,112.54 FEET; THENCE S 52°04'05" W FOR 366.27 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF PRITCHETT PARKWAY (100 FEET WIDE) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,150.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 32°06'53" E; THENCE WESTERLY ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 32°03'13" FOR 643.36 FEET; THENCE N 89°56'20" W ALONG SAID EASTERLY LINE FOR 1,399.20 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,050.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 47°47'50" FOR 875.93 FEET TO AN INTERSECTION WITH THE CENTERLINE OF BAYSHORE CREEK AS LOCATED ON NOVEMBER 2, 2001; THENCE ALONG SAID CENTERLINE THE FOLLOWING FIVE (5) COURSES:

- 1.) THENCE N 04°32'24" E FOR 90.77 FEET;
- 2.) THENCE N 23°44'09" E FOR 306.54 FEET;
- 3.) THENCE N 41°45'07" E FOR 222.54 FEET;
- 4.) THENCE N 59°41'20" E FOR 199.30 FEET;
- 5.) THENCE N 75°53'16" E FOR 136.18 FEET;
- 6.) THENCE N 38°59'21" E FOR 33.51 FEET;
- 7.) THENCE N 02°12'10" E FOR 39.99 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE S 89°59'47" E ALONG SAID SOUTH LINE FOR 915.24 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE N 00°06'54" W ALONG THE WEST LINE OF SAID FRACTION FOR 667.02 FEET TO THE NORTHWEST CORNER OF SAID FRACTION; THENCE N 89°56'25" E ALONG THE NORTH LINE OF SAID FRACTION FOR 672.59 FEET TO THE **POINT OF BEGINNING**.

AND

PARCEL "B"

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE N 89°50'53" W ALONG THE SOUTH LINE OF SAID FRACTION FOR 661.74 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16 THE SAME BEING A POINT ON THE EAST LINE OF COLONIAL PINES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 36 AT PAGES 26 THROUGH 29 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N 00°06'55" W ALONG SAID EAST LINE FOR 664.54 FEET TO THE NORTHEAST CORNER OF SAID FRACTION AND SAID COLONIAL PINES; THENCE N 00°06'55" W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16 FOR 664.54 FEET TO THE NORTHEAST CORNER OF SAID FRACTION; THENCE N 89°49'35" W ALONG THE NORTH LINE OF SAID FRACTION FOR 664.45 FEET TO THE NORTHWEST CORNER OF SAID FRACTION; THENCE S 00°13'55" E ALONG THE WEST LINE OF SAID FRACTION FOR 664.68 FEET TO THE SOUTHWEST CORNER OF SAID FRACTION THE SAME BEING AN INTERSECTION WITH THE NORTH LINE OF SAID COLONIAL PINES; THENCE N 89°50'14" W ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 16 AND THE NORTH LINE OF SAID

COLONIAL PINES FOR 998.54 FEET TO AN INTERSECTION WITH THE CENTERLINE OF BAYSHORE CREEK AS LOCATED ON NOVEMBER 2, 2001; THENCE ALONG SAID CENTERLINE THE FOLLOWING THREE (3) COURSES:

- 1.) THENCE N 01°17'16" E FOR 58.82 FEET;
- 2.) THENCE N 11°04'42" W FOR 270.22 FEET;
- 3.) THENCE N 10°50'46" E FOR 347.01 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, THE SAME BEING THE SOUTH LINE OF HUNTER'S GLEN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 59 AT PAGES 92 THROUGH 94 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA; THENCE S 89°49'35" E ALONG SAID SOUTH LINE FOR 316.69 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION AND SAID HUNTER'S GLEN; THENCE N 00°20'57" W ALONG THE EAST LINE OF SAID FRACTION AND SAID HUNTER'S GLEN FOR 1329.62 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND SAID HUNTER'S GLEN; THENCE S 89°48'18" E ALONG SAID SOUTH LINE FOR 667.18 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION AND AN INTERSECTION WITH THE EAST LINE OF SAID HUNTER'S GLEN; THENCE N 00°13'55" W ALONG THE EAST LINE OF SAID FRACTION AND SAID HUNTER'S GLEN FOR 666.28 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID HUNTER'S GLEN; THENCE S 89°52'09" E ALONG SAID SOUTH LINE FOR 378.81 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID HUNTER'S GLEN; THENCE N 00°03'40" E ALONG SAID EAST LINE FOR 150.55 FEET TO THE NORTHEAST CORNER OF SAID HUNTER'S GLEN, THE SAME BEING AN INTERSECTION WITH THE WESTERLY LINE OF PRITCHETT PARKWAY (100 FEET WIDE); THENCE S 89°56'20" E ALONG SAID WESTERLY LINE FOR 942.66 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 89°55'27" FOR 1647.95 FEET; THENCE S 00°00'53" E ALONG SAID WESTERLY LINE FOR 2572.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 21°06'48" FOR 386.92 FEET; THENCE S 21°05'55" W ALONG SAID WESTERLY LINE FOR 652.71 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 29°20'46" FOR 589.01 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PRITCHETT PARKWAY AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 86°07'33" FOR 45.10 FEET; THENCE S 77°52'42" W ALONG SAID NORTHERLY LINE FOR 75.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET; THENCE WESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 41°28'01" FOR 325.68 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF LEETANA DRIVE (86 FEET WIDE) AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 4064.06 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 04°02'04" FOR 286.17 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE N 00°06'48" E ALONG SAID WEST LINE FOR 1381.74 FEET TO THE SOUTHWEST CORNER OF PARCEL 122 AS DESCRIBED IN INSTRUMENT NUMBER 2011000178885 OF THE PUBLIC RECORDS OF SAID LEE COUNTY; THENCE S 89°52'23" E ALONG THE SOUTH LINE OF SAID LANDS FOR 200.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N 00°06'48" E ALONG THE EAST LINE OF SAID LANDS FOR 200.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS AND AN INTERSECTION WITH THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 21; THENCE N 89°52'23" W ALONG THE NORTH LINE OF SAID LANDS AND SAID FRACTION FOR 200.00 FEET TO THE POINT OF BEGINNING.

AND

BRIGHTWATER CLUB PLAN

PARCEL "C"

BEGINNING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE S.89°44'09"E. ALONG THE NORTH LINE OF SAID SECTION 15 FOR 1341.49 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE S.00°00'20"W. ALONG THE EAST LINE OF SAID FRACTION FOR 2657.08 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION; THENCE S.00°00'40"E. ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 FOR 1328.46 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION THE SAME BEING THE NORTHEAST CORNER OF OAKMONT, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 34 AT PAGES 161 THROUGH 164 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.89°40'00"W. ALONG THE SOUTH LINE OF SAID FRACTION AND THE NORTH LINE OF SAID OAKMONT FOR 868.51 FEET TO AN INTERSECTION WITH THE CENTERLINE OF POPASH CREEK AND THE WESTERLY LINE OF SAID OAKMONT; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE AND SAID WESTERLY LINE TO AN INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 THE SAME BEING THE SOUTHWEST CORNER OF SAID OAKMONT; THENCE N.89°36'56"W. ALONG SAID SOUTH LINE FOR 194.20 FEET TO THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE S.00°19'27"E. ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21 FOR 1339.16 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION; THENCE N.89°50'02"W. ALONG THE SOUTH LINE OF SAID FRACTION FOR 664.14 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S.00°12'53"E. ALONG THE EAST LINE OF SAID FRACTION FOR 1338.69 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION; THENCE CONTINUE S.00°12'53"E. 582.89 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF LEETANA DRIVE (86 FEET WIDE); THENCE N.46°31'25"W. ALONG SAID NORTHERLY LINE FOR 203.32 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5553.58 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 05°30'23.2" FOR 533.73 FEET; THENCE N.49°06'14"E. ALONG SAID NORTHERLY LINE FOR 36.99 FEET; THENCE N.40°53'46"W. ALONG SAID NORTHERLY LINE FOR 50.00 FEET; THENCE S.49°06'14"W. ALONG SAID NORTHERLY LINE FOR 37.00 FEET; THENCE N.40°53'46"W. ALONG SAID NORTHERLY LINE FOR 156.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 3513.62 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 06°05'42.5" FOR 373.78 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF PRITCHETT PARKWAY (100 FEET WIDE) AND A POINT OF REVERSE CURVE HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°05'24" FOR 1247.81 FEET; THENCE N.21°05'55"E. ALONG SAID EASTERLY LINE FOR 652.71 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET; THENCE NORTHERLY ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 21°06'48" FOR 423.77 FEET; THENCE N.00°00'53"W. ALONG SAID EASTERLY LINE FOR 2572.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 57°52'14" FOR 1161.54 FEET; THENCE N 52°04'05" E FOR 366.27 FEET; THENCE N 27°55'32" E FOR 1112.54 FEET; THENCE N 00°30'23" E FOR 706.92 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE S 89°29'37" E ALONG SAID NORTH LINE FOR 1235.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL "1"

COMMENCING AT NORTHWEST CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE S.00°01'00"W. ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15 FOR 1328.33 FEET TO THE **POINT OF BEGINNING** THE SAME BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE S.89°43'37"E. ALONG THE NORTH LINE OF SAID FRACTION FOR 467.00 FEET; THENCE S.00°01'00"W. FOR 467.00 FEET; THENCE N.89°43'37"W. FOR 467.00 FEET TO AN INTERSECTION WITH

THE WEST LINE OF SAID FRACTION; THENCE N.00°01'00"E. ALONG THE WEST LINE OF SAID FRACTION FOR 467.00 FEET TO THE **POINT OF BEGINNING**.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL "2"

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE N 00°01'06" W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION FOR 158.36 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 362.00 FEET TO WHICH POINT A RADIAL LINE BEARS S 28°13'25" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°52'28" FOR 138.21 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 116°52'25" FOR 142.79 FEET; THENCE N 63°40'04" W FOR 258.48 FEET; THENCE S 89°58'25" W FOR 34.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°29'43" FOR 119.11 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 198.93 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°19'48" FOR 157.39 FEET; THENCE N 89°51'40" W FOR 230.19 FEET; THENCE N 00°08'01" W FOR 102.92 FEET; THENCE N 89°43'43" W FOR 129.72 FEET; THENCE N 00°16'17" E FOR 93.83 FEET; THENCE S 89°59'07" W FOR 62.46 FEET; THENCE N 00°00'36" W FOR 72.78 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°33'25" FOR 19.44 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 126°53'27" FOR 121.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°46'16" FOR 24.33 FEET; THENCE N 26°34'22" W FOR 70.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°04'55" FOR 98.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 508.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 77°25'06" W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°05'44" FOR 399.83 FEET; THENCE N 57°40'38" E FOR 51.64 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62°41'28" FOR 16.41 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82°49'25" FOR 79.51 FEET; THENCE N 49°57'11" E FOR 84.57 FEET; THENCE S 27°09'46" E FOR 24.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 625.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°32'05" FOR 376.71 FEET; THENCE S 61°41'50" E FOR 33.18 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65°20'50" FOR 96.94 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°50'54" FOR 426.36 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 750.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°40'34" FOR 165.93 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°05'35" FOR 349.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 707.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 71°54'58" E; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°32'57" FOR 241.22 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 362.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°18'40" FOR 381.05 FEET TO THE **POINT OF BEGINNING**.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL "3"

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE N 89°52'23" W ALONG

BRIGHTWATER CLUB PLAN

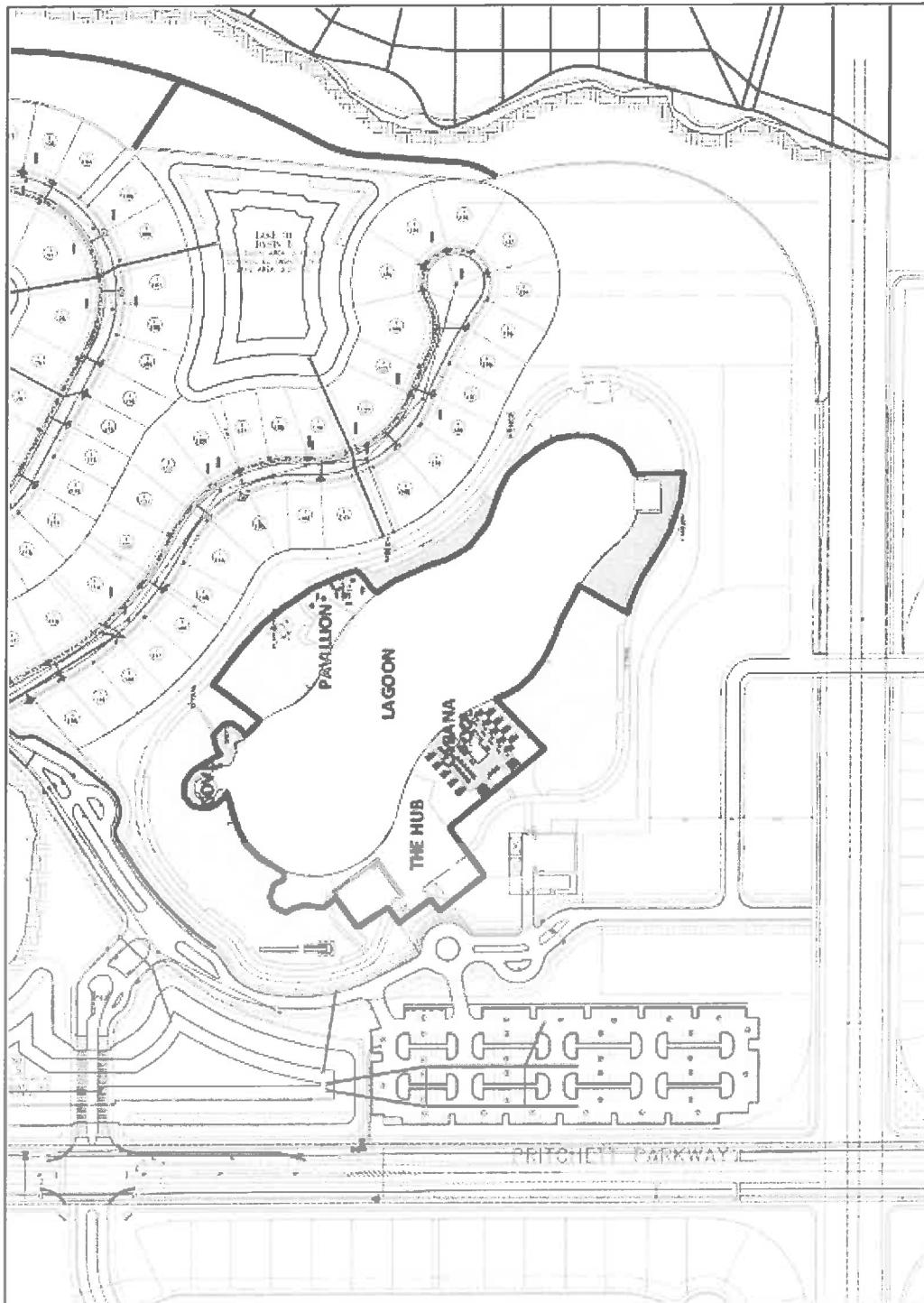
THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION FOR 1,257.56 FEET; THENCE N 00°07'37" E FOR 126.47 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 89°52'23" W FOR 213.35 FEET; THENCE N 00°00'53" W FOR 15.06 FEET; THENCE N 89°52'23" W FOR 19.50 FEET; THENCE N 00°00'53" W FOR 744.68 FEET; THENCE N 89°59'07" E FOR 229.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 320.00 FEET TO WHICH POINT A RADIAL LINE BEARS S 67°09'46" W; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°44'08" FOR 20.86 FEET; THENCE S 26°34'22" E FOR 70.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°46'16" FOR 24.33 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°02'09" FOR 73.95 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°49'38" FOR 12.52 FEET; THENCE S 00°00'36" E FOR 52.03 FEET; THENCE S 89°59'07" W FOR 52.03 FEET; THENCE S 00°00'01" E FOR 524.14 FEET TO THE **POINT OF BEGINNING**.

SUBJECT PARCEL CONTAINS: 716.37 ACRES, MORE OR LESS.

BRIGHTWATER CLUB PLAN

EXHIBIT C

GENERAL DEPICTION OF THE CLUB FACILITIES AREAS



⁴ The facilities on this exhibit are based on a conceptual plan and may change from time to time due to final design conditions and construction permitting requirements.

EXHIBIT D

CLUB MEMBERSHIP FEE SCHEDULE

Initial Resident Membership Fee	\$35.00
January 1, 2019	\$36.75
January 1, 2020	\$38.59
January 1, 2021	\$40.52
January 1, 2022	\$42.54
January 1, 2023	\$44.67
January 1, 2024	\$46.90
January 1, 2025	\$49.25

*plus applicable sales tax

From 2026 and thereafter, Club Membership Fees shall be determined by the Club Owner. Beginning on January 1, 2019, Club Owner reserves the right to increase the Club Membership Fees provided on this Club Membership Fee Schedule by no more than twenty-five percent (25%).

THE CLUB MEMBERSHIP FEE ESTABLISHED BY THE CLUB OWNER MAY CHANGE FROM TIME TO TIME. PROSPECTIVE RESIDENT MEMBERS SHOULD CONTACT THE CLUB OWNER FOR THE CURRENT CLUB MEMBERSHIP FEES PRIOR TO ACQUIRING TITLE TO A DWELLING.

THIS CLUB MEMBERSHIP FEE SCHEDULE ONLY REFERS TO THE CLUB MEMBERSHIP FEE. IN ADDITION TO THE CLUB MEMBERSHIP FEE, MEMBERS ARE REQUIRED TO PAY CLUB DUES AS MORE PARTICULARLY SET FORTH IN THE CLUB PLAN.