Exhibit 33

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HERON CREEK

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HERON CREEK

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 16th day of September 1999 by **HERON CREEK ASSOCIATES, LTD.**, a Florida limited partnership ("Associates"), joined by **MARSH CREEK HOLDINGS, LTD.**, a Florida limited partnership ("Holdings"), and **RENEA M. GLENDINNING**, as Trustee under Trust Agreement dated April 30, 1998, and under deed recorded in Official Records Book 3107, page 264, Public Records of Sarasota County, Florida ("Glendinning").

RECITALS:

A. Associates is the owner of certain real property in Sarasota County, Florida, more particularly described in Exhibit "A" attached hereto.

B. Holdings is the owner of certain real property in Sarasota County, Florida, more particularly described in Exhibit "B" attached hereto.

C. Glendinning is the owner of certain real property in Sarasota County, Florida, more particularly described in Exhibit "C" attached hereto.

D. Associates is the owner of a leasehold interest in a portion of the lands described in Exhibits "B" and "C," which portion is referred to below as the "Country Club Parcel."

E. Associates intends to improve, develop, and convey portions of the property described in Exhibits "A," "B," and "C" for residential, recreational, commercial, and other uses and purposes as part of a community to be known as "Heron Creek."

F. Holdings intends to facilitate the development of the community by conveying to Associates and others from time to time portions of the property described in Exhibit "B."

G. By virtue of this Declaration, Associates intends to provide a flexible and reasonable procedure for the designation of lands that will be a part of the community, to impose upon such lands mutually beneficial restrictions under a general plan of improvement for the benefit of all owners thereof, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such lands.

NOW, THEREFORE, Associates, joined by Holdings and Glendinning, does hereby establish this Declaration and place upon those lands more particularly described herein the following covenants, conditions, and restrictions.

ARTICLE 1
DEFINITIONS

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

1.1 "Additional Property" shall mean the real property described in Exhibits "B" and "C" attached to this Declaration.

1.2 "Administrative Fee" shall have the meaning set forth in Article 6.8.

1.3 "Architectural Committee" shall mean the committee constituted and empowered pursuant to Article 12 to control and regulate all Construction Work.

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

1.5 "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, a copy of which is attached to this Declaration as Exhibit "D."

1.6 "Assessable Parcel" shall mean a Parcel to which one or more Assessment Shares have been allocated pursuant to Article 9.2.

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

1.8 "Assessment Share" shall have the meaning set forth in Article 9.2.A.

1.9 "Association" shall mean Heron Creek Community Association, Inc., a Florida corporation not for profit.

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

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

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

1.13 "Bylaws" shall mean the Bylaws of the Association, a copy of which is attached to this Declaration as Exhibit "E."

1.14 "Common Areas" shall mean the Community Common Areas and the Neighborhood Common Areas, collectively.

1.15 "Community" shall mean the Initial Property, together with such additional portions of the Properties as hereafter may be made subject to this Declaration by the terms of any Supplemental Declaration.

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

1.17 "Community Common Areas" shall mean all real and personal property (or interest therein), other than the Neighborhood Common Areas, that is: (a) owned by the Association; (b)

identified as such in this Declaration or in any instrument executed by Declarant and recorded in the Public Records; (c) designated by Declarant in an instrument delivered to the Association as property intended for the common use and enjoyment of all Owners; or (d) maintained by the Association for the benefit of all Owners pursuant to written agreement entered into by the Association.

1.18 "Community Expenses" shall have the meaning set forth in Article 7.2.

1.19 "Community Roads" shall mean all nonpublic roads within the Community that are available for the common use and benefit of all Owners. Community Roads shall be identified as such on plats or other instruments executed by Declarant and recorded in the Public Records.

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

1.21 "Community Systems" shall mean all lines, conduits, mains, wires, amplifiers, towers, antennae, materials, pumps, equipment, apparatus, installations, and fixtures installed by Declarant, or pursuant to any grant of easement or authority by Declarant, within the Community by which any of the Community System Services are furnished to any of the Parcels.

1.22 "Community System Services" shall mean water, sewer, gas, cable television, telecommunications, security, and other similar services (including those based on, containing, or serving future technological advances).

1.23 "Community Working Capital Contribution" shall have the meaning set forth in Article 9.14.

1.24 "Construction Work" shall mean any installation, construction, restoration, replacement, alteration, addition, or demolition of Improvements on a Parcel or on the Common Areas.

1.25 "Contiguous Property" shall mean any Parcel of real estate located in Township 39 South, Range 21 East, Sarasota County, Florida, that is contiguous to some portion of the Additional Property or the Community. For the purpose of this definition, lands separated only by public rights-of-way shall be deemed contiguous.

1.26 "Controlling Entry Parcel Owners" shall mean such of the Owners of the Entry Parcel, or portions thereof, as are responsible pursuant to Article 9.7 for the payment of more than one-half of the Entry Parcel Assessment.

1.27 "Country Club" shall mean all Improvements and facilities constructed and maintained on the Properties by Declarant, or other Person designated by Declarant, as part of a private club known as "Heron Creek Golf & Country Club," which Improvements and facilities may include, by way of illustration and not as a limitation: a golf course; driving range; putting green; clubhouse; pro shop; landscaping; tennis courts and swimming pools; and restaurant, bar, maintenance, and parking facilities.

1.28 "Country Club Lease" shall have the meaning set forth in Article 17.1.

1.29 "Country Club Owner" shall mean the Persons who, at a given time, own the Country Club.

1.30 "Country Club Parcel" shall mean that portion of the Properties on which the Country Club is located.

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

1.32 "Entry Area Expenses" shall have the meaning set forth in Article 7.4.

1.33 "Entry Common Areas" shall mean the tract of land bounded as follows: on the northeast, by the northeasterly boundary of Tract CR1; on the southeast, by the northwesterly pavement line of Sumter Boulevard; on the southwest, by the southwesterly boundary of Tract CR1; and on the northwest by a line running parallel to the southeasterly boundary of Tract CR1 and through the most westerly point of any entry drive leading to the Entry Parcel from Tract CR1.

1.34 "Entry Parcel" shall mean that portion of the Additional Property bounded as follows: on the southeast, by the northwesterly right-of-way line of Sumter Boulevard; on the southwest, by the northeasterly boundary of Tract CR1; on the northwest, by the southeasterly boundary of Tract CR2; and on the northeast, by the northerly line of that certain easement granted to the City of North Port by instrument recorded in the Public Records as Official Records Instrument #1999103300.

1.35 "Entry Parcel Assessment" shall mean an assessment levied by the Board against the Entry Parcel in accordance with the provisions of Article 9 for the payment of 10 percent of the amount of the Entry Area Expenses.

1.36 "Environmental Preservation Guidelines" shall mean those guidelines promulgated by Declarant from time to time relative to the maintenance, upkeep, and preservation of those portions of the Community or adjacent lands which are under the jurisdiction and control of any governmental authority or for which Declarant desires or requires environmental protection or controls in accordance with Article 6.10.

1.37 "Final Development Date" shall mean the earlier of the following two dates: (a) the date which is five years following the date of recording in the Public Records of a statement executed by Declarant to the effect that the last Supplemental Declaration has been recorded in the Public Records; or (b) January 1, 2030.

1.38 "Fine" shall mean an amount assessed by the Board against an Owner in accordance with the provisions of Article 18.3.

1.39 "Golf Course" shall mean that portion of the Country Club Parcel on which Declarant, or other Person designated by Declarant, constructs and maintains a golf course and related facilities, which facilities may include, by way of illustration and not as a limitation, driving ranges, putting greens, cart paths, lakes, and portions of the Surfacewater Management System.

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

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

1.42 "Individual Parcel Expenses" shall have the meaning set forth in Article 7.5.

1.43 "Initial Property" shall mean the real property described in Exhibit "A" attached to this Declaration.

1.44 "Institutional Mortgagee" shall mean a savings and loan association, bank, credit union, mortgage banker, mortgage broker, insurance company, pension fund having assets in excess of $100 million, agency of any state government, or agency of the United States Government (including the Federal National Mortgage Association and Federal Home Loan Mortgage Corporation), and its subsidiaries, affiliates, successors, and assigns, holding a first mortgage lien upon any Parcel.

1.45 "Irrigation Lake" shall mean any existing or future lake, including the waters thereof, located on any portion of the Properties owned by Holdings and from which water is withdrawn for the irrigation of any portion of the Properties.

1.46 "Majority Owners" shall have the meaning set forth in Article 20.2.

1.47 "Neighborhood" shall mean any portion of the Community identified as such in a Supplemental Declaration.

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

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

1.50 "Neighborhood Committee" shall have the meaning set forth in Article 3.3.

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

1.52 "Neighborhood Developer" shall mean any Person, other than Declarant, who may subsequently execute and record a Supplemental Declaration affecting a portion of the Properties owned by such Person.

1.53 "Neighborhood District" shall mean a portion of the Community comprised of one or more Neighborhoods, as established by Declarant pursuant to Article 4.5.

1.54 "Neighborhood Expenses" shall have the meaning set forth in Article 7.3.

1.55 "Neighborhood Owners" shall mean the Owners of Parcels in a Neighborhood.

1.56 "Neighborhood Roads" shall mean all nonpublic roads within a Neighborhood that are available for the common use and benefit of the Neighborhood Owners and, if and to the extent the

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

1.57 "Neighborhood Working Capital Contribution" shall have the meaning set forth in Article 9.14.

1.58 "Owner" shall mean the record owner, whether one or more Persons, of the fee simple title to a Parcel.

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

1.60 "Parcel Improvements" shall mean all Improvements located on a Parcel.

1.61 "Person" shall mean a natural person, corporation, partnership, trustee, or other legal entity.

1.62 "Plans" shall have the meaning set forth in Article 12.1.

1.63 "Properties" shall mean the Initial Property, the Additional Property, and the Contiguous Property, collectively.

1.64 "Public Records" shall mean the Public Records of Sarasota County, Florida.

1.65 "Reclaimed Water" shall mean water that has received a degree of treatment and basic disinfection at a wastewater treatment facility but does not qualify as potable water under applicable governmental regulations.

1.66 "Residential Use" shall mean the use of any building or portion thereof as a dwelling or lodging for nontransient Persons. "Residential Use" shall not include the use of lodging facilities of any hotel or motel, but shall include the use of lodging facilities of any time-sharing or interval ownership condominium, cooperative, or other facility if the individual units or apartments in such condominium, cooperative, or other facility are principally used as a lodging for Persons, regardless of the duration of occupancy of the units or apartments by such Persons.

1.67 "Rules and Regulations" shall mean the rules and regulations of the Association adopted by the Board from time to time pursuant to the Bylaws.

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

1.69 "Supplemental Declaration" shall mean any instrument identified as such, executed by or consented to by Declarant and recorded in the Public Records, pursuant to which any portion of the

Additional Property or Contiguous Property is made subject to this Declaration or any portion of the Properties is identified as a Neighborhood, as such instrument may be amended from time to time.

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

1.71 "SWFWMD" shall mean the Southwest Florida Water Management District.

1.72 "Tract CR1" shall mean Tract CR1, Heron Creek, Unit I, as per plat thereof recorded in Plat Book 40, page 47, of the Public Records.

1.73 "Tract CR2" shall mean Tract CR2, Heron Creek, Unit I, as per plat thereof recorded in Plat Book 40, page 47, of the Public Records.

1.74 "Turnover" shall mean the date on which the Turnover Meeting described in Article 6.2 of the Articles of Incorporation occurs.

1.75 "Unimproved Parcel" shall mean an Assessable Parcel on which no bona fide construction of Improvements has commenced.

1.76 "Voting Member" shall have the meaning set forth in Article 4.4.

ARTICLE 2
THE COMMUNITY

2.1 Description. Declarant intends to develop the Community for residential, recreational, commercial, and other uses and purposes. In keeping with such intent, the Community may contain, by way of illustration and not as a limitation, single-family lots; attached or detached single-family housing (including zero-lot-line homes, duplexes, cluster homes, villas, and townhouses); multi-family housing (some or all of which may be in the form of condominiums, if approved by Declarant pursuant to Article 2.6); golf courses, open spaces, and parks; recreational facilities and clubhouses; commercial buildings and offices; hotels, motels, and resort facilities; and sites for utilities, schools, fire stations, and other public purposes. The manner in which, and the extent to which, portions of the Properties may be made a part of the Community shall be governed by the provisions of Articles 2.2 - 2.4. The Community will include both Neighborhoods, which will be established pursuant to Article 3, and Common Areas, which will be managed and maintained by the Association pursuant to Article 5. Each Owner will be a member of the Association pursuant to Article 4. Each Parcel will be subject to Assessments by the Association pursuant to Article 9.

2.2 Initial Property within the Community. The Community initially shall be comprised of the Initial Property, which is hereby made, and henceforth shall be held, transferred, sold, conveyed, and occupied, subject to this Declaration. Although Declarant contemplates expanding the Community by making portions of the Additional Property and Contiguous Property subject to this Declaration in the future, no portion of the Additional Property or the Contiguous Property shall be subject to this Declaration except pursuant to a Supplemental Declaration executed and recorded in accordance with the provisions of Article 2.3.

2.3 Expansion of the Community. Declarant shall have the right, but not the obligation, in its sole discretion from time to time, to expand the Community at any time by the execution and recording in the Public Records of a Supplemental Declaration making subject to the provisions of this Declaration any portion of the Additional Property or the Contiguous Property. Such Supplemental Declaration shall not require the consent of any Person other than Declarant and the owner of the fee simple record title of the property being made subject to this Declaration. Upon the addition of any portion of the Additional Property or the Contiguous Property, all the provisions of this Declaration shall apply to such portion to the same extent as they apply to the Initial Property. Declarant's right to expand the Community shall terminate on the earlier of the following two dates: (a) the date of recording in the Public Records of a statement executed by Declarant to the effect that the last Supplemental Declaration has been recorded in the Public Records; or (b) January 1, 2030.

2.4 Withdrawal of Property from the Community. Declarant reserves the right, in its sole discretion from time to time, to withdraw any property from the Community at any time prior to the Turnover by the execution and recording in the Public Records of an amendment to this Declaration providing for the removal of such property from the provisions of this Declaration. Such amendment shall not require the consent of any Person other than Declarant and the owner of the property being removed. Notwithstanding the foregoing:

A. No Assessable Parcel may be removed by Declarant from the provisions of this Declaration; and

B. If the removal of the property from the provisions of this Declaration would leave any remaining portion of the Community without reasonable access to either Sumter Boulevard or Price Boulevard or to utilities services, Declarant, concurrently with such removal, shall provide such easements as are necessary to provide such reasonable access.

2.5 Country Club. The Country Club Parcel is not presently part of the Community and will not become part of the Community unless and until it is made subject to the provisions of this Declaration pursuant to Article 2.3. Whether or not the Country Club Parcel is made part of the Community, due to the proximity of the Country Club Parcel to portions of the Properties that are, or are contemplated to be, part of the Community, special provisions applicable to the Country Club Parcel and the Country Club are set forth in Article 17.

2.6 Condominiums. No portion of the Community shall be submitted to condominium ownership without the consent of Declarant, which consent shall be evidenced by an instrument executed and recorded in the Public Records by Declarant. Any Declaration purporting to submit any portion of the Community to condominium ownership without such consent of Declarant shall be voidable at the election of Declarant.

ARTICLE 3
NEIGHBORHOODS

3.1 Establishment. Every Parcel intended for, or restricted to, Residential Use shall be located within a Neighborhood. The establishment, size, location, and boundaries of a Neighborhood shall be set forth in the Supplemental Declaration by which the Neighborhood is identified. The total number of Neighborhoods will be established by the various Supplemental Declarations and will depend upon the size of the Community and the number and variety of developments within the Community that are appropriate for classification as Neighborhoods. Because the Community will contain development tracts separated from one another by the Community Common Areas, the Country Club Parcel, and natural features and because the types of housing on the development tracts may vary, Declarant

recognizes that the Owners of Parcels within the separate development tracts will have some common interests that are different from the interests common to all Owners, such as a common development theme, entry feature, development name, and common areas and facilities which are not available for use by all Owners. By identifying these development tracts as separate Neighborhoods, Declarant intends to promote the interests of Neighborhood Owners with respect to matters that are common to their Neighborhood. Each Supplemental Declaration establishing a Neighborhood shall set forth specific restrictions and other provisions applicable to the Neighborhood.

3.2 Neighborhood Organization. In accordance with Article 4.2, every Neighborhood Owner shall be a member of the Association. In addition, the Supplemental Declaration establishing a Neighborhood may require the Neighborhood Owners to be members of a Neighborhood Association. No Neighborhood Association shall be created or operated, however, except pursuant to a Supplemental Declaration to which Declarant has consented or as otherwise may be required by law. If a Neighborhood Association is established for a Neighborhood, the functions and organization of, and Neighborhood Owner participation in, the Neighborhood Association shall be as prescribed in the Supplemental Declaration establishing the Neighborhood or as otherwise required by law. Each Neighborhood Association, through its president, shall represent the interests of the Neighborhood Owners in matters involving the Association, as set forth in Article 4.4. In any Neighborhood that does not have a Neighborhood Association, matters of interest common to the Neighborhood shall be administered by the Association to the extent set forth in this Declaration and the Supplemental Declaration establishing the Neighborhood.

3.3 Neighborhood Committee. In each Neighborhood that does not have a Neighborhood Association, the Neighborhood Owners shall elect a committee (the "Neighborhood Committee") to advise the Board on matters affecting the interests of the Neighborhood Owners. Each Neighborhood Committee shall consist initially of three members. The number of members on a Neighborhood Committee may be increased to five at any time by the terms of the Supplemental Declaration applicable to the Neighborhood or by vote of Neighborhood Owners owning a majority of the Parcels within the Neighborhood. All members of a Neighborhood Committee shall be elected by the Neighborhood Owners at an annual meeting of the Neighborhood Owners. All elections of members of a Neighborhood Committee shall be by plurality vote. All Neighborhood Committee members shall serve for terms of one year. Any vacancy occurring on a Neighborhood Committee due to a member's death or resignation shall be filled by majority vote of the remaining members of the Neighborhood Committee. A majority of the members of the Neighborhood Committee shall constitute a quorum at any meeting of the Neighborhood Committee, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Neighborhood Committee. Each Neighborhood Committee shall elect a chairman from among its members. The chairman shall preside at meetings of the Neighborhood Committee and Neighborhood Owners. The chairman shall be responsible for transmitting communications to the Board, shall be authorized to execute documents on behalf of the Neighborhood Committee, and shall have such other duties as may be assigned to him by this Declaration or the Supplemental Declaration applicable to the Neighborhood.

3.4 Neighborhood Committee Responsibilities. Each Neighborhood Committee shall have the following responsibilities:

A. Advise the Board each year on the proposed budget for Neighborhood Expenses;

B. Recommend to the Board, to the extent deemed appropriate by the Neighborhood Committee, additional services or changes in levels of service provided by the Association to the Neighborhood;

C. Review and make recommendations on applications referred to it by the Architectural Committee;

D. Advise the Board, upon request, as to the consensus of Neighborhood Owners on Association matters; and

E. Perform such other duties as may be assigned by the Board.

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

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

3.7 Notices. Written notice of any meeting of Neighborhood Owners held pursuant to Article 3.5 shall be given by the Association not less than 14 days prior to the date set for such meeting. Any such notice shall be given in the manner set forth in Article 22.2.

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

ARTICLE 4
THE ASSOCIATION

4.1 Purposes. The general purposes of the Association are to operate, maintain, manage, and improve the Common Areas, and other portions of the Community, to the extent set forth in this Declaration and any Supplemental Declaration; to implement and enforce the provisions of this Declaration and any Supplemental Declaration wherever applicable and appropriate; and to promote the health, safety, and social welfare of the Owners. In the furtherance of such purposes, the Association, through the Board, shall have the power and duty to levy Assessments and to enforce collection thereof in

the manner provided in Articles 9 and 10. The Association shall also have such powers and duties as may be prescribed by the terms hereof or its Articles of Incorporation and Bylaws.

4.2 Membership. All Owners shall automatically be members of the Association. Membership of an Owner shall terminate as the Owner's vested interest in the fee title to a Parcel terminates and thereafter shall pass to such Owner's successors in title as an appurtenance to such Parcel. The Association has four classes of members. The Class A members consist of all Owners of Assessable Parcels. The Class B member is Declarant. The Class C members consist of all Owners of the Entry Parcel. The Class D members consist of all Owners of Parcels other than the Assessable Parcels and the Entry Parcel. A Person may, by virtue of such Person's ownership of various Parcels, be a member of more than one class of Association membership.

4.3 Voting. The voting rights of the members of the Association are as follows:

A. Each Class A member shall be entitled to one vote for each Assessment Share allocated to Parcels owned by such Class A member.

B. The Class B member shall not have voting rights by virtue of the Class B membership, but shall have other rights as are set forth in this Declaration and the Articles of Incorporation and Bylaws.

C. The Class C members shall have no voting rights generally, but shall have other rights as are set forth in Article 9.11.C.

D. The Class D members shall have no voting rights.

Although the Class B, C, and D members have limited voting rights, they shall be entitled to notice of, and may participate in, all meetings of Association members.

4.4 Voting Members. All Neighborhood Owners who are Class A members shall be represented in all matters concerning the Association by a representative (the "Voting Member") of their Neighborhood. If a Neighborhood Association has been established for a Neighborhood, the Voting Member for such Neighborhood shall be the president of the Neighborhood Association. For each other Neighborhood, the Voting Member shall be the chairman of the Neighborhood Committee; provided, however, that until the election of a Neighborhood's first Neighborhood Committee, the Voting Member for the Neighborhood shall be the president of the Association. Each Neighborhood's Voting Member shall be entitled to cast, in his discretion, all votes of such Neighborhood's Class A members and shall have exclusive authority to represent such Class A members in meetings of the Association membership. All votes cast by a Neighborhood's Voting Member shall conclusively bind such Neighborhood's Class A members. Voting Members may participate in meetings of the Association membership in person or by proxy. Although Class A members shall be represented at meetings of the Association membership exclusively by their respective Voting Members, any Class A member shall have the right to attend and observe such meetings.

4.5 Neighborhood Districts. In order to promote wider representation of the various Neighborhoods on the Board, Declarant may, from time to time in its discretion, establish Neighborhood Districts. The establishment of Neighborhood Districts, the designation of their number, the delineation of their boundaries, and any subsequent modifications of their number and boundaries shall be as provided in one or more amendments to this Declaration. Each such amendment shall be executed by Declarant, but shall not require the joinder or consent of any other Person. Each such amendment shall be recorded in the Public Records prior to the Turnover. If a Neighborhood District is established, at least

one director on the Board shall be elected exclusively by the Voting Members representing the Neighborhood Class A members within such Neighborhood District. In no event shall the number of directors that are elected by the Class A members be less than the number of Neighborhood Districts.

4.6 Fees. In addition to Assessments, Fines, fees, and charges payable to the Association pursuant to the provisions of this Declaration, any Supplemental Declaration, or the Association's Articles of Incorporation or Bylaws, the Board may, in its sole discretion, adopt one or more schedules of reasonable fees that shall be payable by an Owner to the Association in connection with: (a) the review by the Association of matters submitted by or on behalf of an Owner to the Association for approval; (b) the performance by the Association of obligations or services benefiting an Owner; or (c) the provision, transfer, rental, or sale by the Association to an Owner of items of real or personal property. The amount of such fees, and the circumstances in which such fees shall be payable, shall be as determined by the Board.

ARTICLE 5
COMMON AREAS

5.1 General. The Common Areas of the Community are comprised of the Community Common Areas and the Neighborhood Common Areas. The Community Common Areas are comprised of property intended for the common use and benefit of all Owners. The Neighborhood Common Areas are comprised of property intended for the common use and benefit of one or more Neighborhoods and their respective Neighborhood Owners.

5.2 Community Common Areas. The Community Common Areas shall include the Community Roads and the Surfacewater Management System. By designation in the manner set forth in Article 1.17, the Community Common Areas may also include, by way of illustration and not as a limitation, pedestrian sidewalks and walkways; bicycle paths; street and pathway lighting; parks and common open space; utility and amenity areas intended for the use and benefit of all Owners; water, sewer, well, irrigation, and wastewater treatment lines, facilities, apparatus, equipment, and systems; security gates and guard houses; and other Improvements used by the Association for administrative or maintenance purposes.

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

5.4 Entry Common Areas. The Entry Common Areas are a part of the Community Common Areas and are identified separately solely for the purpose of determining the Entry Area Expenses pursuant to Article 7.4.

5.5 Ownership of Common Areas. Title to any portion of the Common Areas owned by Declarant may be transferred to the Association at any time, provided that title to all portions of the Common Areas owned by Declarant shall be transferred to the Association no later than the Final Development Date. Title to any portion of the Common Areas owned by Holdings may be transferred to

the Association at any time, but Holdings shall have no obligation to transfer title to any such portion to the Association. The transfer of title to any portion of the Common Areas to the Association shall be subject to: (a) all rights of Declarant, Holdings, and other Persons set forth in this Declaration or any applicable Supplemental Declaration; and (b) any restrictions or limitations contained in the deed conveying such portion to the Association.

5.6 Enjoyment of Community Common Areas. Every Owner shall have the nonexclusive right to use and enjoy the Community Common Areas, subject to this Declaration, any Supplemental Declaration, the Rules and Regulations, the Community Standards, any agreement entered into by the Association, and any restrictions or limitations contained in any deed conveying any portions of the Community Common Areas to the Association. An Owner may delegate such right to the members of his family, lessees, and social invitees, as applicable. An Owner who leases his Parcel shall be deemed to have delegated such right to the lessee of the Parcel during the term of the lease.

A. No Person shall, without the written approval of Declarant, do any of the following on any part of the Community Common Areas: operate motorcycles for any purpose other than as a means of transportation on the Community Roads; boat, fish, or swim other than in designated lakes or ponds; permit the running of animals; light any fires except in designated picnic areas; fell any trees or injure any landscaping; hunt, or carry or discharge firearms or other weapons; interfere with any drainage, utility, or access easements; build any structures other than recreational or other common facilities constructed or approved by Declarant; discharge any liquid or material, other than natural drainage, into any lake, pond, or watercourse; alter or obstruct any lakes, ponds, or watercourses; or interfere with any water control structures or apparatus. The designation of areas in which certain of the foregoing activities may occur shall be made by the Association, in its discretion, provided that any such designation may be subsequently revoked or changed by the Association or Declarant.

B. The Association and Declarant shall have the right to use suitable portions (if any) of the Community Common Areas for performances, exhibitions, and other presentations of interest to the Owners and others and to charge admission therefor.

C. No portion of the Community Common Areas utilized as common open space shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair or as otherwise provided in this Declaration, without the prior written approval of the City of North Port.

D. A nonexclusive and perpetual right of ingress and egress over and across all Community Common Areas is hereby granted to the following Persons while in pursuit of their duties: (1) representatives of fire, police, and sheriff's departments; and (2) health, pollution control, and emergency medical service personnel.

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

A. A nonexclusive and perpetual right of ingress and egress over and across all Community Roads (and across all sidewalks, walkways, and paths within or adjacent thereto) is hereby granted to all Owners and their respective guests, invitees, tenants, and domestic help; holders of liens on any Parcel; and the following Persons while in pursuit of their duties: (1) representatives of utilities, delivery, pickup, and sanitation services; (2) United States mail carriers; (3) representatives of fire, police, and sheriff's departments and other necessary municipal, county, special district, state, and Federal agencies; and (4) health, pollution control, and emergency service personnel.

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

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

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

5.9 Dedication to Public. Until such time as title is conveyed to the Association, Declarant shall have the sole and absolute right at any time, without necessity of approval of the Association, but with the approval of the City of North Port, to dedicate to the public all or any part of the Community Roads as well as any other portion of the Community Common Areas deemed appropriate by Declarant. Notwithstanding anything in this Declaration or the Articles of Incorporation to the contrary, the Association shall not be dissolved, nor shall the Association sell or otherwise convey any portion of the Community Common Areas that is utilized as common open space to any Person other than an organization conceived and organized to own and maintain such portion, without first offering to dedicate such portion to the City of North Port or other appropriate governmental agency.

5.10 Surfacewater Management System. Notwithstanding that the Surfacewater Management System will be part of the Community Common Areas, Holdings reserves sole ownership of the Surfacewater Management System and the sole right to control the water level and maintenance of all lakes, ponds, swales, drainage control devices, and all other areas and apparatus comprising the Surfacewater Management System. No use of the water in any of the Surfacewater Management System's lakes or ponds may be made by the Association or other Persons without Holdings' prior written consent, which consent may be withheld in Holdings' sole and absolute discretion.

A. Without limiting the foregoing, Holdings has the right to control the water level and maintenance of, and to remove or withdraw all or any part of the water from, any lake or any other portion of the Surfacewater Management System for any purpose, including but not limited to

maintenance, compliance with governmental regulations, or extraction of fill dirt. In no event, however, shall Holdings remove or permit to be removed all or substantially all of the water in any such lake or other portion of the Surfacewater Management System for a period longer than one year unless required to do so by governmental regulations or by other reasons beyond the control of Holdings. In conjunction with such activities, Holdings may place temporary stakes, fences, barriers, or equipment within any easement area designated pursuant to Article 15.1 adjacent to any such lake or other portion of the Surfacewater Management System. No Person shall have any claim against Holdings, Declarant, or the Association for any inconvenience or interference with such Person's view, peace and quiet, welfare, access to light and air, or any similar or related claim caused by such activities undertaken or authorized by Holdings.

B. Subject to compliance with applicable governmental regulations, Holdings may, in its sole and absolute discretion and without notice, add Reclaimed Water to any lake or other portion of the Surfacewater Management System for any purpose, including but not limited to purposes related to irrigation of any lands within the Community, the Country Club Parcel, or any other lands outside of the Community. No Person shall have any claim against Holdings, Declarant, the Association, any Neighborhood Developer, or the Country Club Owner for Holdings' exercising of such rights or the manner in which such discretion is exercised.

5.11 Irrigation Water. Notwithstanding that irrigation lines, facilities, apparatus, equipment, and systems may be part of the Community Common Areas, Holdings reserves: (a) sole ownership of all Irrigation Lakes; (b) sole ownership of all wells, well lines, reuse water mains, pumps, intakes, and related equipment and apparatus that are used to supply water to any Irrigation Lake (except to the extent any of the foregoing is owned by the City of North Port or other governmental authority); and (c) the sole right to control the water level and maintenance of any Irrigation Lake. No use of the water in any Irrigation Lake may be made by the Association or other Persons without Holdings' prior written consent, which consent may be withheld in Holdings' sole and absolute discretion. Subject to compliance with applicable governmental regulations, Holdings may, in its sole and absolute discretion and without notice, add Reclaimed Water to any Irrigation Lake for any purpose, including but not limited to purposes related to irrigation of any lands within the Community, the Country Club Parcel, or any other lands outside of the Community. No Person shall have any claim against Holdings, Declarant, the Association, any Neighborhood Developer, or the Country Club Owner for Holdings' exercising of such rights or the manner in which such discretion is exercised

5.12 Assignment by Holdings. Holdings may from time to time assign any or all of its rights, title, interest, easements, powers, duties, obligations, and privileges reserved or granted hereunder to the Association or to any other Person.

5.13 Exercise of Holdings' Rights. The rights of Holdings enumerated in Articles 5.10 - 5.12 or elsewhere in this Declaration are for the sole benefit of Holdings and may be exercised, waived, released, or assigned, in whole or in part, in Holdings' sole discretion. No Person shall have any cause of action against Holdings on account of Holdings' exercise, manner of exercise, failure to exercise, waiver, release, or assignment, in whole or in part, of any of such rights.

ARTICLE 6
MAINTENANCE

6.1 General. The responsibility for maintenance of the Community shall be divided among the Association, the Owners, and the Neighborhood Associations (if any) in the manner set forth in this Article 6.

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

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

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

6.3 Maintenance of Neighborhood Common Areas. The Neighborhood Common Areas of each Neighborhood shall be maintained by the Association, except as otherwise provided by the terms of this Declaration and except to the extent the Supplemental Declaration applicable to the Neighborhood allocates responsibility for maintenance of the Neighborhood Common Areas to a Neighborhood Association. If a Neighborhood Association is responsible for the maintenance of the Neighborhood Common Areas, the cost of maintaining the Neighborhood Common Areas shall be paid through assessments levied by the Neighborhood Association against Parcels in the Neighborhood in accordance with the provisions of the Supplemental Declaration applicable to the Neighborhood. If the Association is responsible for the maintenance of the Neighborhood Common Areas, the cost of maintaining the Neighborhood Common Areas shall be paid through Neighborhood Assessments levied by the Association pursuant to Article 9.

6.4 Maintenance of Parcels and Certain Adjoining Areas. Except as otherwise provided by the terms of any applicable Supplemental Declaration or as otherwise approved by Declarant:

A. Each Owner shall be responsible for the maintenance of his Parcel Improvements, which responsibility shall include safeguarding the Parcel Improvements in the event of hurricane or tropical storm watches and warnings by, among other things, placing indoors any unfixed items on balconies or lanais and repairing the Parcel Improvements in the event of any damage therefrom.

B. Owners of Parcels abutting the Golf Course shall maintain and irrigate sod on that portion of the Golf Course lying between the Parcel boundary and the irrigated portion of the Golf Course.

C. Owners of Parcels adjacent to any wetlands preserve shall maintain and irrigate sod on that portion of the Properties lying between the Parcel boundary and the wetlands preserve, as more fully described in and to the extent required by the Environmental Preservation Guidelines promulgated pursuant to Article 6.10.

D. Owners of Parcels abutting any portion of the Community Common Areas on which a wall or fence has been constructed shall maintain and irrigate sod on that portion of the Community Common Areas lying between the wall or fence and the Parcel boundary.

E. Owners of Parcels fronting on any Community Road or Neighborhood Road shall maintain the driveways serving their respective Parcels and shall maintain and irrigate sod on that portion of the right-of-way of such Community Road or Neighborhood Road lying between the Parcel boundary and the nearest pavement edge.

F. Owners of Parcels adjacent to any lake or other body of water within the Properties shall maintain and irrigate sod on that portion of the Properties lying between the Parcel boundary and the water's edge of such lake or other body of water.

G. In performing the maintenance obligations set forth in Articles 6.4.B - 6.4.F, the Owners shall have no right to remove or disturb trees, shrubs, or other vegetation without the prior written approval of the owner of the property on which such trees, shrubs, or vegetation is located.

H. Each Owner of an Unimproved Parcel shall keep his Parcel free of trash, junk, litter, and debris and, to the extent the Association's maintenance of the Parcel pursuant to Article 6.5 does not include maintenance of vegetation on the Parcel, shall maintain such vegetation in a neat and trim manner.

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

6.5 Unimproved Parcels. To ensure that Unimproved Parcels do not become overgrown with weeds and other vegetation, the Association may provide for the periodic mowing of the Unimproved Parcels. The cost of providing such periodic mowing shall be included in the Individual Parcel Expenses pursuant to Article 7.5 and shall be assessed against each Unimproved Parcel as an Individual Parcel Assessment pursuant to Article 9.8.

6.6 Additional Association Maintenance. The Association may maintain other property which it does not own in accordance with the following provisions:

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

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

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

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

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

6.9 Security of the Community. Although the Community Common Areas may include security gates and guard houses, neither Declarant nor the Association shall be obligated to furnish or

maintain security gates or guard houses within the Community. If security gates or guardhouses are furnished, they may be removed, and their use suspended or discontinued, at any time by Declarant or the Association. **NEITHER DECLARANT NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY TO ANY PERSON FOR ANY INJURY OR LOSS SUSTAINED AS A RESULT OF ANY FAILURE TO PROVIDE SECURITY GATES OR GUARD HOUSES; ANY REMOVAL, OR SUSPENSION OR TERMINATION OF USE, OF ANY SECURITY GATES OR GUARD HOUSES; OR THE ACTIONS OF ANY PERSON ENTERING THE COMMUNITY THROUGH AN AREA MONITORED BY A SECURITY GATE OR GUARD HOUSE WITH OR WITHOUT THE KNOWLEDGE OR PERMISSION OF ANY SECURITY GUARD, REGARDLESS OF THE PROPER OR IMPROPER FUNCTION OF ANY SECURITY GATE OR WHETHER OR NOT THE ENTRANCE OF SUCH PERSON INTO THE COMMUNITY WAS DUE TO THE NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OF ANY SECURITY GUARD OR OTHER PERSON RESPONSIBLE FOR THE MAINTENANCE OR MONITORING OF ANY SECURITY GATE OR GUARD HOUSE.**

6.10 Environmental Preservation Guidelines. The Association shall be responsible for implementing and carrying out the Environmental Preservation Guidelines. The cost of implementing and carrying out the Environmental Preservation Guidelines shall be included in the Community Expenses. The Environmental Preservation Guidelines shall include provisions for the maintenance, upkeep, and preservation of the Surfacewater Management System, wetlands, wetlands fringing hammocks, and all other environmentally sensitive or governmentally regulated areas within the Community. The Environmental Preservation Guidelines may also include applicable governmental requirements regarding the performance and monitoring of the Surfacewater Management System and other environmental conditions and requirements imposed by governmental authority in conjunction with any development order or approval for the Community or the Additional Property, or any part thereof. Except for activities that may otherwise be permitted by the City of North Port and SWFWMD, no activities, including filling, excavating, removal of vegetation (both trees and understory), and storage of materials, may be undertaken or performed within any portion of the Common Areas constituting a "wetland preserve" or "wetland buffer."

6.11 Surfacewater Management System. In addition to its maintenance obligations under the foregoing provisions of this Article 6, the Association shall comply with the following provisions with respect to the Surfacewater Management System:

A. The Association shall operate and maintain the Surfacewater Management System (including supplemental littoral zone planting, maintenance of littoral zone vegetation, removal of exotic and nuisance species from littoral zones and wetlands mitigation areas, and periodic dredging and silt removal from stormwater retention areas) in compliance with all applicable regulations of the City of North Port, SWFWMD, and other governmental authorities.

B. The Association shall provide all stormwater, hydroperiod, wetland mitigation, littoral zone planting, and wetland planted buffer monitoring data collection and reporting required by the City of North Port, SWFWMD, or other governmental authorities.

ARTICLE 7
ASSOCIATION EXPENSES

7.1 Classification of Expenses. The Association Expenses are classified as follows: (a) Community Expenses, which are defined in Article 7.2; (b) Neighborhood Expenses, which are defined in Article 7.3; (c) Entry Area Expenses, which are defined in Article 7.4; and (d) Individual Parcel Expenses, which are defined in Article 7.5.

7.2 Community Expenses. "Community Expenses" shall mean all expenses incurred by the Association in connection with the management and administration of the Community and the operation, maintenance, improvement, protection, management, and conservation of the Community Common Areas. By way of illustration and not as a limitation, the Community Expenses shall include:

A. All ad valorem taxes assessed against the Community Common Areas (other than property described in Article 1.17(d), unless the Association expressly agrees in the applicable written agreement to pay the ad valorem taxes assessed against such property).

B. All other taxes assessed against or payable by the Association in connection with the Community Common Areas or the Community as a whole.

C. All expenses required for the operation, management, repair, maintenance, improvement, and replacement of the Community Roads.

D. All utility charges incurred in connection with the operation of the Community Common Areas, including street lighting expense for the Community Roads.

E. All premiums for insurance obtained by the Association pursuant to Articles 8.1, 8.3, and 8.5.

F. Private police protection, night watchmen, and guard and gate services, if any, provided in the discretion of the Board for the common benefit of the Owners.

G. Construction, repair, maintenance, and replacement of security gates and guardhouses, but only when and to the extent authorized by the Board and Declarant.

H. Repair, maintenance, and replacement of all water, sewer, well, irrigation, and wastewater treatment lines, facilities, apparatus, equipment, and systems that are part of the Community Common Areas.

I. Engineering, architectural, accounting, legal, and other professional and employee services engaged by the Board in connection with the Community Common Areas or the Community as a whole.

J. A reasonable contingency fund for the ensuing fiscal year in such amount, if any, as the Board may deem appropriate.

K. A reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements, in such amount, if any, as the Board may deem appropriate.

L. Compensation of officers and directors and reimbursement of actual expenses incurred by officers and directors, if authorized by the Board.

M. Repayments of loans procured by the Association for any of its authorized purposes in connection with the Community Common Areas or the Community as a whole, including interest thereon.

N. Any expense identified by the terms of this Declaration as part of the Community Common Expenses.

O. All administrative expenses for operating the Association (including salaries, wages, and benefits paid to employees of the Association), to the extent such expenses are not included in the Neighborhood Expenses.

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

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

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

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

(1) All ad valorem taxes assessed against the Neighborhood Common Areas.

(2) All other taxes assessed against or payable by the Association in connection with the Neighborhood.

(3) All expenses required for the operation, management, repair, maintenance, improvement, and replacement of the Neighborhood Roads and Neighborhood Common Areas in the Neighborhood.

(4) All utility charges incurred in connection with the operation of the Neighborhood Common Areas, including street lighting expense for the Neighborhood Roads.

(5) All premiums for insurance obtained by the Association pursuant to Article 8.2.

(6) Private police protection, night watchman, and guard and gate services, if any, provided in the discretion of the Board exclusively for the Neighborhood.

(7) Construction, repair, and maintenance of entrance gates and gatehouses for the Neighborhood, but only when and to the extent authorized by the Board.

(8) Engineering, architectural, accounting, legal, and other professional and employee services engaged by the Board in connection with the Neighborhood.

(9) A reasonable contingency fund for the ensuing fiscal year in such amount, if any, as the Board may deem appropriate.

(10) A reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements, in such amount, if any, as the Board may deem appropriate.

(11) Repayments of loans procured by the Association for any of its authorized purposes in connection with the Neighborhood, including interest thereon.

(12) Any expense identified by the terms of this Declaration or the applicable Supplemental Declaration as part of the Neighborhood Common Expenses for the Neighborhood.

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

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

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

7.4 Entry Area Expenses. "Entry Area Expenses" shall mean that portion of the Community Expenses which is directly attributable to the management, administration, operation, maintenance, improvement, protection, and conservation of the Entry Common Areas.

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

A. The periodic mowing of the Parcel, if the Parcel is an Unimproved Parcel, pursuant to Article 6.5.

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

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

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

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

F. The enforcement by the Association against the Parcel or its Owner of any of the restrictions or other provisions of this Declaration or any Supplemental Declaration applicable to such

Parcel pursuant to Article 18.2, except for judicial actions in which the Parcel's Owner is the prevailing party.

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

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

Individual Parcel Expenses shall also include any Fine assessed against a Parcel's Owner pursuant to Article 18.3.

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

ARTICLE 8
INSURANCE AND CASUALTY LOSSES

8.1 Community Common Areas Insurance. The Association shall obtain blanket all-risk coverage insurance for all insurable Improvements that are part of the Community Common Areas or, if blanket all-risk coverage is not reasonably available in the determination of the Board, then at a minimum insurance covering loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover 100 percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from such hazards. The cost of such insurance shall be included in the Community Expenses and paid through Community Assessments levied by the Board pursuant to Article 9.3.

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

Assessments or whether such cost is to be allocated to the individual Parcels in the Neighborhood and paid through Individual Parcel Assessments against such Parcels.

8.3 Liability Insurance. The Association shall obtain public liability insurance covering loss to the Association from damage or injury caused by the negligence of the Association or any of its members, employees, or agents, and, if reasonably available (as determined by the Board), directors' and officers' liability insurance. The public liability policy shall have coverage of at least $1 million for bodily injury or death and $100,000 for property damage. The cost of such insurance shall be included in the Community Expenses and paid through Community Assessments levied by the Association pursuant to Article 9.3.

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

A. All policies shall be written with a company authorized to do business in Florida which is assigned a rating of A or better and a financial size category of 10 or larger by A. M. Best Company, Inc., if reasonably available, or if not available, the most nearly equivalent rating.

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

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

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

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

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

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

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

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

8.5 Other Association Insurance. In addition to the other insurance required by this Article 8, the Association shall obtain worker's compensation insurance if, and to the extent, required by law and a fidelity bond on directors, officers, employees, and other Persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined by the Board. Bonds shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and

shall require at least 30 days prior written notice to the Association of any cancellation, substantial modification, or nonrenewal.

8.6 Damage and Destruction.

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

B. Any damage or destruction to the Community Common Areas shall be repaired or reconstructed unless all members of the Board shall decide within 60 days after the casualty not to repair or reconstruct, and such decision is approved within 60 days thereafter by Declarant and the Country Club Owner.

C. Any damage or destruction to Improvements insured by policies obtained by the Association pursuant to Article 8.2 shall be repaired or reconstructed except as otherwise provided by the terms of the Supplemental Declaration applicable to the Neighborhood in which such damage or destruction occurs.

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

8.7 Disbursement of Proceeds. Proceeds of Association insurance policies shall be disbursed as follows:

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

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

8.8 Owner's Insurance.

A. Each Owner shall carry casualty insurance on the insurable portions of his Parcel Improvements meeting the same requirements as set forth in Article 8.1 for insurance on the Community Common Areas, unless such Owner's Parcel is located in a Neighborhood and the Association or a

Neighborhood Association carries such insurance pursuant to the Supplemental Declaration applicable to the Neighborhood. Unless the Owner's Parcel is located in a Neighborhood and the Supplemental Declaration applicable to the Neighborhood provides otherwise:

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

(2) Notwithstanding the provisions of Article 8.8.A(1), in the event of damage resulting in destruction of all or substantially all of the Owner's Parcel Improvements, the Owner may decide not to rebuild or not to reconstruct, in which case the Owner shall, within 60 days, clear the Parcel of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. Thereafter the Parcel shall be maintained by the Owner, or by such other Persons as may be responsible for such maintenance under the terms of this Declaration or applicable Supplemental Declaration, in a manner consistent with the Community Standards.

B. All policies of insurance required by the terms of this Article 8.8 shall name the Association as an additional insured and shall require that the Association be given at least 30 days prior written notice of any cancellation, substantial modification, or nonrenewal. A Supplemental Declaration may contain more stringent requirements regarding the standards for rebuilding or reconstructing Parcel Improvements within a Neighborhood and the standard for returning the Parcels to their natural state in the event the Parcel Improvements are not rebuilt or reconstructed.

ARTICLE 9
ASSESSMENTS

9.1 Classification of Assessments. There shall be five types of Assessments, to wit: (a) Community Assessments, which shall be levied pursuant to Article 9.3 for the payment of Community Expenses; (b) Neighborhood Assessments, which shall be levied pursuant to Article 9.5 for the payment of Neighborhood Expenses; (c) Entry Parcel Assessments, which shall be levied pursuant to Article 9.7 for the payment of a portion of the Entry Area Expenses; (d) Special Assessments, which shall be levied pursuant to Article 9.9 to supplement Community Assessments, Neighborhood Assessments, or Entry Parcel Assessments; and (e) Individual Parcel Assessments, which shall be levied pursuant to Article 9.8 for the payment of Individual Parcel Expenses.

9.2 Assessable Parcels.

A. Assessment Shares. A Parcel's share of any Community Assessment or Neighborhood Assessment, and any Special Assessment supplementary thereto, shall be determined by reference to a numerical share (the "Assessment Share") allocated to such Parcel in accordance with the provisions of this Article 9.2. No Parcel shall be liable for the payment of any Community Assessment or Neighborhood Assessment (or, if applicable, any Special Assessment supplementary thereto) prior to the allocation of an Assessment Share to such Parcel pursuant to this Article 9. Assessment Shares shall be allocated to the Parcels in the following manner:

(1) Lots. Upon the first conveyance of title by Declarant or a Neighborhood Developer to any subdivision lot intended as a building site for a single dwelling unit, which conveyance is made to any Person other than Declarant or a Neighborhood Developer, there shall be allocated to such lot one Assessment Share.

(2) Condominium Units. Upon the first conveyance of title by Declarant or a Neighborhood Developer to any condominium unit intended for, or restricted to, Residential Use, which conveyance is made to any Person other than Declarant or a Neighborhood Developer, there shall be allocated to such unit one Assessment Share. In the case of any time-sharing or interval ownership condominium, an Assessment Share shall be allocated to each unit in the condominium upon the first conveyance by Declarant or a Neighborhood Developer to any Person other than Declarant or a Neighborhood Developer of an ownership or possessory interest in such unit.

(3) Apartments. Upon the completion of any building (other than a building constructed upon a lot described in Article 9.2.A(1)) containing non-condominium apartments intended for, or restricted to, Residential Use, there shall be allocated to the Parcel on which such building is constructed one Assessment Share for each such apartment. As used herein, "completion" of a building shall be deemed to occur on the date on which a certificate of occupancy therefor is issued by the City of North Port.

(4) Subdivision of Parcels. In the event any subdivision lot or condominium unit is subdivided between two or more Owners, the Assessment Share attributable to such lot or unit shall be prorated between such Owners on the basis of square footage. The combination of any two or more subdivision lots or condominium units into a single lot or unit shall not vary the number of Assessment Shares initially allocated to such lots or units; provided, however, that notwithstanding the provisions of Article 9.2A(1), if a Person acquires title directly from Declarant or a Neighborhood Developer to two adjoining lots that are combined as a building site for a single dwelling unit, there shall be allocated to such combined, adjoining lots a total of one Assessment Share.

B. Appurtenances. Once Assessment Shares have been allocated to a Parcel, such Assessment Shares shall be an appurtenance to the Parcel and may not be separately conveyed, assigned, or encumbered thereafter except as an appurtenance thereto. Subject to the provisions of Article 9.2.A(4), the Assessment Shares allocated to a Parcel may not be terminated or decreased for any reason, including, by way of illustration and not as a limitation, the destruction of any improvement, vacation of any plat, or termination of any condominium. The Assessment Shares allocated to a Parcel may be increased, however, by the occurrence of any event that would have resulted in an allocation of Assessment Shares in the first instance.

C. Intent. By virtue of the provisions of this Article 9.2, Assessment Shares will not be allocated to a Parcel that is not intended for, or restricted to, Residential Use. Declarant has determined this to be a reasonable method to provide for the payment of the Community Expenses, because the Parcels that are developed for recreational, commercial, and other nonresidential uses are primarily intended to benefit the residential Parcels and their Owners. Declarant recognizes that use of the Entry Parcel, due to its location on Sumter Boulevard, may not primarily benefit the residential Parcels and their Owners. Accordingly, special provision for the allocation of a portion of the Community Expenses to the Entry Parcel is made in Article 9.7. Notwithstanding the provisions of Article 2.2, the Entry Parcel is made subject to this Declaration for the limited purpose set forth in Article 9.7.

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

A. Prior to December 15 of each year, the Board shall establish and adopt a budget for the Community Expenses for the next fiscal year and thereupon levy a Community Assessment against each Assessable Parcel. The budget shall provide separately for the Entry Area Expenses so that the

portion of the Entry Area Expenses payable through the Entry Parcel Assessment pursuant to Article 9.7 may be determined. The budget and Community Assessments shall be in such amount as shall be deemed sufficient in the judgment of the Board to enable the Association to pay the Community Expenses as and when they become due.

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

(1) The number of Assessment Shares that will have been allocated by January 1 of such fiscal year;

(2) The number of Assessment Shares that are estimated to be allocated during such fiscal year;

(3) The anticipated times during such fiscal year that allocations of Assessment Shares will be made;

(4) The portion, if any, of the Community Expenses that will be payable with revenue derived from the Entry Parcel Assessment;

(5) Other anticipated income, including interest earned on savings and investments.

The Board shall further consider that, pursuant to Article 9.2, no Parcel shall be liable for the payment of any portion of a Community Assessment prior to the time an Assessment Share is allocated to such Parcel. After giving due consideration to these factors, the Board shall establish for such fiscal year the amount of the Community Assessment per Assessment Share.

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

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

A. Prior to December 15 of each year, the Board shall establish and adopt a budget for the Neighborhood Expenses for the next fiscal year for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during such fiscal year and thereupon levy a Neighborhood Assessment against each Assessable Parcel within the Neighborhood. The Association's obligation to pay Neighborhood Expenses for any Neighborhood, the determination of the items included within the Neighborhood Expenses for any Neighborhood, and the establishment of any categories of Neighborhood Expenses pursuant to Article 7.3.B shall be governed by the terms of the Supplemental Declaration applicable to such Neighborhood, subject to any provision of this Declaration to the contrary. Each budget for Neighborhood Expenses and related Neighborhood Assessments shall be in such amount as shall be deemed sufficient in the judgment of the Board to enable the Association to pay the Neighborhood Expenses as and when they become due.

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

(1) The number of Assessment Shares that will have been allocated to Parcels in the Neighborhood by January 1 of such fiscal year;

(2) The number of Assessment Shares that are estimated to be allocated to Parcels in the Neighborhood during such fiscal year;

(3) The anticipated times during such fiscal year that allocations of Assessment Shares will be made;

(4) Other anticipated income, including interest earned on savings and investments, applicable to the Neighborhood.

(5) Any categories of Neighborhood Expenses established pursuant to Article 7.3.B and any special provisions of the applicable Supplemental Declaration pertaining to such categories.

The Board shall further consider that, pursuant to Article 9.2, no Parcel shall be liable for the payment of any portion of a Neighborhood Assessment prior to the time an Assessment Share is allocated to such Parcel. After giving due consideration to these factors, the Board shall establish, for each Neighborhood for which a budget is adopted, the amount of the Neighborhood Assessment per Assessment Share for such fiscal year.

9.6 Apportionment of Neighborhood Assessments. Except as otherwise provided by the terms of the Supplemental Declaration applicable to the Neighborhood, the Neighborhood Assessments for each Neighborhood in each fiscal year shall be apportioned among the Assessable Parcels in the Neighborhood such that the annual amount of each Assessable Parcel's Neighborhood Assessment shall be a sum equal to: (1) the amount of the Neighborhood Assessment per Assessment Share for such fiscal year (as established pursuant to Article 9.5), multiplied by (2) the number of Assessment Shares allocated to such Assessable Parcel pursuant to Article 9.2.

9.7 Entry Parcel Assessment. Declarant intends to develop the Entry Parcel for commercial or other purposes not involving Residential Use. Accordingly, it is anticipated that no portion of the Entry Parcel will be allocated Assessment Shares or be liable for the payment of Community Assessments. It is further anticipated that access to the Entry Parcel will be provided across the Entry Common Areas. In recognition of future traffic that may cross the Entry Common Areas to gain access to the Entry Parcel, the Entry Parcel shall be subject to the Entry Parcel Assessment in accordance with the provisions of this Article 9.7. No Entry Parcel Assessment shall be levied by the Board against the Entry Parcel for any fiscal year unless, as of January 1 of such fiscal year, a certificate of occupancy has been issued by the City of North Port for a building constructed on the Entry Parcel. If a certificate of occupancy has been issued for any such building as of January 1 of the fiscal year, the Board shall levy the Entry Parcel Assessment for such fiscal year against the Entry Parcel. As of the date of execution of this Declaration, Holdings is the owner of the Entry Parcel. Holdings, and its successors and assigns, shall have the right from time-to-time hereafter to apportion the Entry Parcel Assessment to specific tracts located within the Entry Parcel. Any such apportionment shall be made by instrument duly executed and recorded in the Public Records, and the provisions thereof shall bind all subsequent Owners of such tracts. The recording of any such instrument shall have the further effect of limiting the lien of any subsequent Entry Parcel Assessment on any tract described in such instrument to the extent stated therein; provided, however, that no instrument shall have such effect to the extent it would result in the total Entry Parcel Assessment being less than 10 percent of the Entry Area Expenses. Notwithstanding the foregoing provisions of this Article 9.7, if the Entry Parcel is made part of the Community and is developed for Residential Use, then Assessment Shares shall be

allocated to the Entry Parcel in accordance with Article 9.2, and the Entry Parcel shall be subject to Community Assessments in lieu of the Entry Parcel Assessment.

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

9.9 Special Assessments.
Special Assessments shall be levied in accordance with the following provisions:

A. Community Expenses. The Board may levy a Special Assessment against each Assessable Parcel in the event the revenue receivable by the Association pursuant to the Community Expenses budget adopted by the Board for any fiscal year is insufficient to pay the Community Expenses for such fiscal year; in the event of emergency situations requiring additional funds for the payment of the Community Expenses; or in the event Association reserves applicable to the Community Common Areas are insufficient to cover capital expenditures for the Community Common Areas. Notwithstanding the foregoing, following the Turnover, no Special Assessment shall be levied by the Board to supplement the revenue receivable by the Association pursuant to the Community Expenses budget adopted by the Board for any fiscal year unless the Special Assessment has been first approved by Voting Members representing at least 75 percent of the Association's Class A membership voting rights (as determined pursuant to Article 4.3.A).

B. Neighborhood Expenses. The Board may levy a Special Assessment against each Assessable Parcel located within a Neighborhood in the event the revenue receivable by the Association pursuant to the Neighborhood Expenses budget adopted by the Board for the Neighborhood in any fiscal year is insufficient to pay the Neighborhood Expenses for such Neighborhood in such fiscal year; in the event of emergency situations requiring additional funds for the payment of the Neighborhood Expenses for the Neighborhood; or in the event Association reserves applicable to the Neighborhood are insufficient to cover capital expenditures for the Neighborhood Common Areas. Notwithstanding the foregoing, following the Turnover, no Special Assessment shall be levied by the Board to supplement the Neighborhood Expenses budget adopted by the Board for a Neighborhood for any fiscal year unless the Special Assessment has been first approved by Neighborhood Owners owning at least 75 percent of the Parcels in the Neighborhood.

C. Entry Area Expenses. The Board may levy a Special Assessment against the Entry Parcel in the event the revenue receivable by the Association pursuant to the Entry Area Expenses budget adopted by the Board for any fiscal year is insufficient to pay the Entry Area Expenses for such fiscal year; in the event of emergency situations requiring additional funds for the payment of the Entry Area Expenses; or in the event Association reserves applicable to the Entry Common Areas are insufficient to cover capital expenditures for the Entry Common Areas.

D. Application. All Special Assessments are intended to be supplementary to the Community Assessments, Neighborhood Assessments, and Entry Parcel Assessments, respectively. No Special Assessment that is supplementary to a Community Assessment or a Neighborhood Assessment shall be charged to or be a lien against any Parcel that is not an Assessable Parcel as of the date on which the Board levies the applicable Special Assessment.

9.10 Notice of Assessments. Notice of Assessments shall be given as follows:

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

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

C. Notice of Entry Parcel Assessments. On or before December 20 of each year, the Association shall notify the Owners of the Entry Parcel of the amount of the Entry Parcel Assessment levied against such Parcel for the next fiscal year. The notice shall include copies of the Community Expenses budget and Entry Area Expenses budget for such fiscal year.

D. Notice of Individual Parcel Assessments. On or before December 20 of each year, the Association shall notify each Owner of an Unimproved Parcel of the amount of the Individual Parcel Assessment, if any, assessed against such Parcel for the periodic mowing of the Parcel for the next fiscal year. Notice of any other Individual Parcel Assessment shall be given by the Association to the Owner of the Parcel against which the Individual Parcel Assessment is levied within 90 days after the Individual Parcel Expenses to which the Individual Parcel Assessment relates are incurred or otherwise determined by the Association.

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

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

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

9.11 Payment of Assessments. Assessments shall be paid in accordance with the following provisions:

A. Payment of Community Assessments. Each Owner of a Parcel to which an Assessment Share has been allocated as of January 1 of the fiscal year shall pay to the Association on such date the full amount of the Community Assessment levied against such Parcel for such fiscal year. If one or more Assessment Shares are allocated to a Parcel subsequent to January 1 of the fiscal year, the amount of the Community Assessment per Assessment Share for such fiscal year (as established pursuant to Article 9.3) shall be prorated as of the date on which such Assessment Shares are allocated, and the Owner of such Parcel shall pay to the Association on such date such prorated amount for each Assessment Share allocated to his Parcel.

B. Payment of Neighborhood Assessments. Each Owner of a Parcel to which an Assessment Share has been allocated as of January 1 of the fiscal year shall pay to the Association on such date the full amount of the Neighborhood Assessment levied against such Parcel for such fiscal year. If one or more Assessment Shares are allocated to a Parcel subsequent to January 1 of the fiscal year, the amount of the Neighborhood Assessment per Assessment Share for such fiscal year (as established pursuant to Article 9.5) shall be prorated as of the date on which such Assessment Shares are allocated, and the Owner of such Parcel shall pay to the Association on such date such prorated amount for each Assessment Share allocated to his Parcel.

C. Payment of Entry Parcel Assessments. If the Entry Parcel Assessment is levied by the Board pursuant to Article 9.7 for the fiscal year, the Owners of the Entry Parcel shall pay to the Association on or before January 1 of such fiscal year the full amount of the Entry Parcel Assessment. Inasmuch as the Owners of the Entry Parcel have no voting rights in the Association, the Owners of the Entry Parcel shall have the right to contest the amount of any Entry Parcel Assessment in accordance with the following provisions:

(1) The Owners of the Entry Parcel may contest any Entry Parcel Assessment on the basis that the Entry Area Expenses budget to which the Entry Parcel Assessment relates is either excessive or inadequate to accomplish the proper management, administration, operation, maintenance, improvement, protection, and conservation of the Entry Common Areas. To contest an Entry Parcel Assessment, the Controlling Entry Parcel Owners shall notify the Association within 25 days after the Association gives notice to the Owners of the Entry Parcel of the amount of the Entry Parcel Assessment. The notice to the Association shall state that the amount of the Entry Parcel Assessment is contested and shall further state the adjustments which the Controlling Entry Parcel Owners deem should be made to the Entry Area Expenses budget to which the Entry Parcel Assessment relates.

(2) Notwithstanding any other provision of this Article 9.11, the Controlling Entry Parcel Owners shall not have the right to contest the amount of any Entry Parcel Assessment unless the adjustments proposed by the Controlling Entry Parcel Owners to the Entry Area Expenses budget would result in an increase or decrease of more than 10 percent in the amount of the Entry Parcel Assessment.

(3) Following receipt of any notice validly contesting an Entry Parcel Assessment, the Association shall attempt to reach agreement with the Controlling Entry Parcel Owners to either affirm or modify the Entry Parcel Assessment, and any such agreement shall be binding on all Owners.

(4) If the Controlling Entry Parcel Owners and the Association do not reach agreement between themselves as to adjustments to the Entry Area Expenses budget by March 1 of the applicable fiscal year, their dispute concerning such adjustments shall be submitted to and settled by arbitration. Arbitration shall be in accordance with the rules then obtaining of the American Arbitration Association and shall be conducted by three arbitrators. The arbitrators shall, in addition to deciding

whether adjustments to the Entry Area Expenses budget should be made, determine how and when any increases in the Entry Parcel Assessment and Community Assessment required by their decision is to be collected by the Association. The decision of a majority of the arbitrators shall be final and binding on the Association and all Owners, and judgment, including judgment for specific performance, may be entered thereon in any court of competent jurisdiction. The cost of arbitration shall be borne by all Owners of the Entry Parcel if the arbitrators affirm the amount of the Entry Parcel Assessment levied by the Association. The cost of arbitration shall be paid by the Association (from revenues derived from Community Assessments, or Special Assessments supplementary thereto) if the arbitrators adopt the adjustments to the Entry Area Expenses budget proposed by the Controlling Entry Parcel Owners. In all other cases, the cost of arbitration shall be borne equally by the Owners of the Entry Parcel on the one hand, and the Association (from revenues derived from Community Assessments, or Special Assessments supplementary thereto), on the other.

(5) The contesting of the amount of any Entry Parcel Assessment shall not exempt the Owners of the Entry Parcel from paying such contested amount when due. If the amount of the Entry Parcel Assessment is subsequently reduced by arbitration or agreement, the difference shall be credited toward the amount payable by the Owners of the Entry Parcel for the next annual Entry Parcel Assessment, and the corresponding reduction in the Community Assessment shall be credited to funds of the Association held for purposes other than the Entry Area Expenses.

D. Payment of Individual Parcel Assessments. Each Owner of a Parcel against which an Individual Parcel Assessment has been levied by the Board pursuant to Article 9.8 shall pay to the Association, within 30 days after notice thereof, the full amount of the Individual Parcel Assessment. With respect to any Individual Parcel Assessment assessed against an Unimproved Parcel for the periodic mowing of the Parcel during any fiscal year, the Association shall, upon the written request of the Owner of the Parcel, refund to such Owner one-half of such Individual Parcel Assessment if, as of July 1 of such fiscal year, the Parcel is no longer an Unimproved Parcel.

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

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

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

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

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

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

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

9.13 Proof of Payment of Assessment. Upon the request of any Owner or Institutional Mortgagee and the payment to the Association of such reasonable processing fee as may be established by the Board, the Association shall furnish a certificate in writing signed by an officer of the Association showing the amount of unpaid Assessments, if any, against any Parcel in which such Owner or Institutional Mortgagee has an interest, the year or years for which any such unpaid Assessments were levied, and any interest or other charges owing thereon. Such certificate, in the absence of fraud, shall be conclusive evidence of the payment of any Assessment therein stated to have been paid.

9.14 Working Capital Contributions. The Board may, in its discretion, require each Owner of an Assessable Parcel who acquires his Parcel directly from Declarant or from a Neighborhood Developer to pay to the Association a one-time contribution (the "Community Working Capital Contribution") to be used by the Association solely for the payment of Community Expenses. The amount of the Community Working Capital Contribution shall be as determined by the Board, but shall not exceed the then applicable Community Assessment. In addition, the Board may, in its discretion, require each Neighborhood Owner who is not a member of a Neighborhood Association and who acquires his Parcel directly from Declarant or from a Neighborhood Developer to pay to the Association a one-time contribution (the "Neighborhood Working Capital Contribution") to be used by the Association solely for the payment of the applicable Neighborhood Expenses. The amount of the Neighborhood Working Capital Contribution shall be as determined by the Board, but shall not exceed the then applicable Neighborhood Assessment. The manner in which the Neighborhood Working Capital Contribution is determined may vary among the Neighborhoods, but shall be uniform within a Neighborhood.

9.15 Parcels Owned by Declarant. Notwithstanding the foregoing provisions of this Article 9, until the Turnover or such earlier date as Declarant may specify by written notice to the Association:

A. Declarant shall not be liable for the payment of any Assessments or expenses of the Association with respect to any Parcel or other property owned by Declarant.

B. Declarant shall pay any Community Expenses in excess of the Community Assessments receivable from other Owners and other income of the Association.

C. With respect to each Neighborhood, Declarant shall pay any Neighborhood Expenses in excess of the Neighborhood Assessments receivable from other Neighborhood Owners and other income of the Association applicable to the Neighborhood.

If Declarant gives the above-described notice to the Association, Declarant shall specify in such notice whether or not the notice applies to Declarant's obligations under both Article 9.15.B and Article 9.15.C. Declarant may terminate its obligations under Article 9.15.B without terminating its obligations under Article 9.15.C, and vice versa. Moreover, Declarant may terminate its obligations under Article 9.15.C with respect to a particular Neighborhood without terminating its obligations as to other Neighborhoods. If Declarant terminates its obligations under Article 9.15.B, the provisions of Article 9.15.A shall not apply to Community Assessments levied against Parcels owned by Declarant. If Declarant terminates its obligations under Article 9.15.C with respect to any Neighborhood, the provisions of Article 9.15.A shall not apply to Neighborhood Assessments levied against Parcels owned by Declarant within such Neighborhood.

ARTICLE 10
LIEN OF ASSESSMENTS

10.1 Creation of Lien. Each Assessment levied by the Board against a Parcel shall be secured by a lien in favor of the Association against the Parcel and Improvements thereon in accordance with the provisions of this Article 10. The lien shall secure not only the amount of the Assessment, but also all interest, delinquency charges, and costs of collection as provided by Article 9.12. The lien of every Assessment levied against a Parcel located within the Initial Property shall attach and become a charge on the Parcel, and all Improvements thereon, upon the recording of this Declaration. The lien of every Assessment levied against a Parcel located within the Additional Property or the Contiguous Property shall attach and become a charge on the Parcel, and all Improvements thereon, upon the recording of the Supplemental Declaration by which the Parcel or the larger tract within which the Parcel is located is made a part of the Community.

10.2 Enforcement of Lien. In the event any Assessment is not paid within 30 days after the Assessment is due, the Association shall have the right to file a claim of lien in the Public Records. The Assessment lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage or construction lien foreclosure or in such other manner as may be permitted by law. In the event the Association files a claim of lien against any Parcel, the Association shall be entitled to recover from the Owner of such Parcel, the interest and delinquency charge provided by Article 9.12 and all costs, including Attorney's Fees, incurred in preparing, filing, and, if applicable, foreclosing the Assessment lien, and all such costs, delinquency charges, interest, and Attorney's Fees shall be secured by such lien.

10.3 Priority of Lien. It is the intent hereof that the Assessment lien against each Parcel shall be subordinate and inferior only to the lien of taxes and special assessments levied by the County of Sarasota and other governmental bodies and to the lien of any mortgage upon such Parcel given to an Institutional Mortgagee prior to the recording of a claim of lien; provided, however, that such subordination shall not apply to Assessments which become due and payable after a sale or transfer of the Parcel pursuant to a decree of foreclosure of such mortgage or any other proceeding or transfer in lieu of foreclosure of such mortgage.

ARTICLE 11
RESTRICTIONS

11.1 Nuisances. No Person shall create any public or private nuisance, or engage in any noxious, illegal, or offensive activity, within the Community. By way of illustration and not as a limitation, no Owner shall place or keep any substance, material, or thing that emits foul or obnoxious odors or that is unsightly, unkempt, or unsanitary; cause unreasonable noise or other conditions that disturb, in the opinion of the Board, the reasonable peace, quiet, safety, or comfort of the occupants of adjacent properties; or conduct outside burning of wood, leaves, trash, garbage, or household refuse. Notwithstanding that construction activities may temporarily disturb the peace and quiet of the occupants of adjacent properties, such construction activities shall be permitted, subject only to such reasonable limitations as may be imposed by the terms of the Rules and Regulations or any applicable Supplemental Declaration. No Person shall have any claim against Declarant or any other Person for any interference with such Person's view, peace and quiet, welfare, or access to light and air caused by any such construction activities.

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

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

11.4 Air Conditioning Units. No window or wall air conditioning units shall be installed or maintained on any Parcel.

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

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

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

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

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

11.10 Golf Carts. No gasoline-powered golf carts shall be operated within the Community, except golf carts owned and operated by Declarant, the Association, or the Country Club Owner. All other golf carts shall be powered by electricity or by similar non-combustion means. No golf cart shall be parked or stored anywhere within the Community other than in an Owner's garage or other areas specifically designated by the Board as golf cart parking areas. Except for golf carts leased from the Country Club Owner, each owner of a golf cart operated within the Community shall register the golf cart with the Association and shall keep the golf cart in good condition and appearance. No child under the age of 16 years shall be permitted to operate a golf cart within the Community.

11.11 Governmental Regulations. No Person shall violate in any respect the provisions of any governmental laws or regulations applicable to the Surfacewater Management System or the Community. Each Owner, at the time of construction of a dwelling or other Improvements on his Parcel, shall comply with the construction plans for the Surfacewater Management System pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with SWFWMD. No Owner may construct or maintain any dwelling or other Improvements on, or undertake or perform any activity (including filling; excavating; storage of materials; or removal of trees, understory, or other vegetation) in, any wetland, wetland mitigation area, wetland buffer area, upland conservation area, or drainage easement area described in any SWFWMD approved permit and applicable subdivision plat, unless prior approval is received from SWFWMD, Venice Regulation Department, pursuant to Chapter 40D-4, Florida Administrative Code.

11.12 Alterations. Without limiting the provisions of Articles 12 and 5.6, and except as may otherwise be authorized by the terms of this Declaration or any applicable Supplemental Declaration or by the prior written consent of the Association or Declarant, no Person other than Declarant shall: (a) erect,

install, or alter any Improvements on any portion of the Common Areas; or (b) erect, install, or alter any Improvements which the Association is required to maintain pursuant to the terms of this Declaration or any applicable Supplemental Declaration.

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

ARTICLE 12
ARCHITECTURAL CONTROL

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

12.2 Architectural Committee. The Architectural Committee shall be composed of not less than three or more than seven members, who need not be members of the Association. Declarant shall have the right to appoint (and, at its discretion, to replace) all members of the Architectural Committee, or such lesser number as Declarant may choose, until such time as Declarant, in its sole discretion, elects to assign such right to the Association; provided, however, Declarant shall assign such right to the Association not later than the Final Development Date. Members of the Architectural Committee as to whom Declarant may have relinquished the right of appointment, and all members of the Architectural Committee after Declarant assigns such right to the Association, shall be appointed by, and shall serve at the pleasure of, the Board. A majority of the Architectural Committee members shall constitute a quorum to transact business at any meeting of the Architectural Committee, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Architectural Committee. Any vacancy occurring on the Architectural Committee because of death, resignation, or other termination of service of any member appointed by Declarant shall be filled by Declarant; any other vacancy shall be filled by the Board. No member of the Architectural Committee shall be entitled to compensation for services performed. The Architectural Committee may employ independent advisers, in which case reasonable compensation to such advisers shall be paid by the Association as part of the Community Expenses. All copying, telephone, telecopy, and other out-of-pocket expenses of the Architectural Committee shall also be paid by the

Association as part of the Community Expenses. All decisions of the Architectural Committee shall be final and binding on the Owners.

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

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

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

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

C. Landscaping plan, which shall: (1) show all signage; and (2) show generally all existing trees (trees having a stem diameter of four and one-half inches or greater at 54 inches above the ground shall be shown specifically), shrubs, and other vegetation to be removed or left in place.

D. Construction schedule;

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

F. Such additional information as may be reasonably necessary for the Architectural Committee to evaluate completely the proposed Construction Work.

In the event the Architectural Committee fails to respond to an application within 30 days after the same has been submitted to and received by it, the Architectural Committee's approval shall be deemed to have been given; provided, however, that no Improvements shall be erected or be allowed to remain on any Parcel which violate any building or use restrictions contained in this Declaration or other recorded instrument.

12.5 Procedure.

The Architectural Committee may appoint one or more Persons to make preliminary review of all applications to the Architectural Committee and report such applications to the Architectural Committee with such Person's recommendations for Architectural Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Architectural Committee deems advisable. In addition to the fees payable under Article 12.6, the Owner making application to the Architectural Committee shall reimburse the Association for all reasonable costs associated with the review of Plans by

the Architectural Committee, including any expense for architectural, engineering, or Attorney's Fees. If such reimbursement is not made within 15 days after delivery to the Owner of written notice of the costs to be reimbursed, such costs shall be included in the Individual Parcel Expenses pursuant to Article 7.5 and shall be assessed against the Owner's Parcel as an Individual Parcel Assessment in accordance with Article 9.8.

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

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

12.8 Proceeding with Work. Upon receipt of approval from the Architectural Committee, the Owner shall as soon as practical satisfy any and all conditions of such approval and shall diligently proceed with the commencement and completion of the approved Construction Work. In all cases, the approved Construction Work shall commence within six months from the date of approval, and if the Construction Work is not so commenced, approval shall be deemed revoked unless the Architectural Committee pursuant to written request made and received prior to the expiration of the six-month period extends the period of time within which the approved Construction work must be commenced.

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

12.10 Interior Alterations. Notwithstanding any other provision of this Declaration to the contrary, the provisions of Articles 12.1 – 12.8 shall not apply to Construction Work relating to Improvements lying solely within the interior of a building located, or to be constructed, on an Owner's Parcel.

ARTICLE 13
WARRANTIES

Except as Declarant may otherwise expressly provide by written contract, **THE CONSTRUCTION, DEVELOPMENT, AND SALE BY DECLARANT OF ANY PARCEL OR OTHER PROPERTY OR IMPROVEMENTS IN THE COMMUNITY IS WITHOUT WARRANTY, AND NO WARRANTIES OF FITNESS, HABITABILITY, OR MERCHANTABILITY AS TO ANY PORTION OF THE COMMUNITY OR IMPROVEMENTS CONSTRUCTED BY DECLARANT THEREON OR IN CONNECTION THEREWITH SHALL**

BE IMPLIED. EXCEPT AS DECLARANT MAY OTHERWISE EXPRESSLY PROVIDE BY WRITTEN CONTRACT, DECLARANT HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY COMMON LAW IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, AND CONFORMITY OF ANY IMPROVEMENTS WITH PLANS AND SPECIFICATIONS FILED WITH ANY GOVERNMENTAL AUTHORITY. DECLARANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OR LEVELS OF ODORS, NOXIOUS FUMES, LOW FREQUENCY ELECTROMAGNETIC FIELDS, RADON, OR ANY OTHER POLLUTANT WITHIN THE COMMUNITY OR WITH RESPECT TO ANY PROPERTY OR IMPROVEMENTS CREATED FOR, CONVEYED TO, DEDICATED TO, OR MADE AVAILABLE FOR THE USE OF THE ASSOCIATION OR ANY NEIGHBORHOOD ASSOCIATION PURSUANT TO THIS DECLARATION, ANY SUPPLEMENTAL DECLARATION, OR ANY OTHER INSTRUMENT. DECLARANT, THE COUNTRY CLUB OWNER, AND THE ASSOCIATION SHALL NOT IN ANY MANNER BE CONSIDERED INSURERS OR GUARANTORS OF ANY PERSON'S SAFETY WITHIN THE COMMUNITY NOR SHALL DECLARANT, THE COUNTRY CLUB OWNER, OR THE ASSOCIATION HAVE ANY LIABILITY TO ANY PERSON FOR INJURY OR LOSS RESULTING FROM THE PRESENCE OR ACTIONS OF POISONOUS SNAKES, ALLIGATORS, OR WILDLIFE OR RESULTING FROM THE PRESENCE OR MAINTENANCE OF STORMWATER RETENTION PONDS, WETLAND AREAS, OR ROADWAYS WITHIN OR ADJACENT TO THE COMMUNITY.

ARTICLE 14
CONDEMNATION

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

A. If the proceeds are payable in connection with the Community Common Areas, the proceeds shall be applied by the Association to the payment of the Community Expenses.

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

ARTICLE 15
EASEMENTS

15.1 **Creation of Easements.** Declarant hereby reserves unto itself, its successors and assigns, and hereby grants to the Association and the Country Club Owner, a perpetual, alienable, and releasable nonexclusive easement, right, and privilege: (a) on, over, and under the right-of-way of all Community Roads, Neighborhood Roads, sidewalks, and pathways in the Community for ingress and egress by pedestrians, runners, bicycles, golf carts, automobiles, trucks, construction equipment, and other vehicles for the purpose of obtaining access to the Properties and for the installation, construction, maintenance, replacement, and use of electric power and telephone poles, wires, cables, conduits, water mains, sewers, irrigation and drainage lines, drainage ditches and swales, underdrains, and any other equipment or appurtenances pertaining to the installation, maintenance, transmission, or use of electricity, telephone, television or electronic data signal transmission, gas, street lighting, water, irrigation, drainage, or other utilities or conveniences; (b) on, over, and under any unimproved area of any property lying between any Community Road or Neighborhood Road and any lake, pond, canal, swale, or ditch serving as part of the Surfacewater Management System for the installation, construction, maintenance, replacement, and use of

irrigation and drainage lines, pipes, ditches, swales, and other irrigation or drainage devices, including the right of pedestrian and vehicular ingress and egress to such lake, pond, canal, swale, or ditch for such purposes; and (c) on, over and under all property lying within 20 feet of the normal water line of all lakes and ponds, and within 10 feet of the top of the bank of all canals, swales, and ditches serving as part of the Surfacewater Management System for access to and maintenance of all portions thereof and for installation, maintenance, and replacement of drainage control devices and apparatus. As used herein, "unimproved area" shall mean any area on which there are situated no permanent Improvements other than landscaping, paving, walkways, or driveways. Any area upon which any such permanent Improvements are hereafter constructed in compliance with the provisions of Article 12 shall thereupon be deemed to be released from the easement described in subparagraph (b) above.

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

ARTICLE 16
RIGHTS OF DECLARANT

16.1 Declarant's Rights in the Association. Until the Final Development Date, the Board shall have no authority to, and shall not, without the written consent of Declarant, which may be withheld in Declarant's sole discretion, undertake any action which shall:

A. Prohibit or restrict in any manner the sales, marketing, and leasing activities and programs of Declarant or any Neighborhood Developer or Owner;

B. Decrease the level of maintenance services performed by the Association pursuant to this Declaration or any Supplemental Declaration;

C. Impose any Special Assessment, Individual Parcel Assessment, or Fine against Declarant's property or Declarant;

D. Impair or interfere with the operation of the Architectural Committee or the exercise of its powers;

E. Alter or amend this Declaration, any Supplemental Declaration, the Articles of Incorporation, or the Bylaws;

F. Modify, amend, or alter the Surfacewater Management System;

G. Terminate or cancel any contracts of the Association entered into prior to the Turnover;

H. Terminate or waive any rights of the Association under this Declaration or any Supplemental Declaration;

I. Convey, lease, or encumber any portion of, or interest in, the Common Areas;

J. Terminate or cancel any easements granted hereunder or by the Association;

K. Terminate or impair in any fashion any easements, powers, or rights of Declarant hereunder;

L. Restrict Declarant's right of use, access, and enjoyment of any of the Properties; or

M. Take any other action impairing, in Declarant's sole discretion, the quality of the Community or the health, safety, or welfare of the Owners.

16.2 Rights to Common Areas. Declarant shall have the right in its sole discretion to permit the use of any portion of the Common Areas by the general public or by such Persons as Declarant may designate.

16.3 Development. At the time of recording of this Declaration, development and construction of the Parcels and Improvements in the Community have not been completed. Declarant reserves all rights and easements necessary or desirable with respect to the Community to complete such development and construction and to effect the sale or lease of all the Parcels. Inasmuch as the completion of such development, construction, sales, and leasing is essential to the establishment and welfare of the Community and the Owners, no Owner shall do anything to interfere with the development, construction, sales, or leasing activities of Declarant or any Neighborhood Developer. Without limiting the generality of the foregoing, nothing in this Declaration, the Articles of Incorporation, or the Bylaws shall be construed to:

A. Prevent Declarant or any Neighborhood Developer, or their contractors or subcontractors, from taking whatever steps they determine to be necessary or desirable to effect the completion of the development of the Community, including, without limitation, the alteration of construction plans and designs as Declarant or any Neighborhood Developer deems advisable in the course of such development (all models, sketches, and artists' representations showing plans for future development of the Properties being subject to modification by Declarant or a Neighborhood Developer at any time and from time to time without notice); or

B. Prevent Declarant or any Neighborhood Developer, or their contractors or subcontractors, from erecting, constructing, and maintaining within the Community such structures as may be reasonably necessary for the development of the Community, the construction of Improvements therein, and the sale and leasing of the Parcels.

Declarant shall have the express right to construct, maintain, and carry on such facilities and activities within the Community as, in the sole opinion of Declarant, may be reasonably necessary, convenient, or appropriate to the construction of Improvements or sale or leasing of Parcels, including, but not limited to, administrative offices, signs, model units, and sales offices. The right to construct, maintain, and carry on such facilities and activities shall specifically include the right to use any Parcel owned by Declarant and any clubhouse, community center, or other property owned by the Association as administrative offices, sales offices, and models.

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

16.5 Assignment. Declarant may from time to time assign any or all of its rights, title, interest, easements, powers, duties, obligations, and privileges reserved hereunder to the Association or to any other Person.

16.6 Exercise of Declarant's Rights. The rights of Declarant enumerated in this Article 16 or elsewhere in this Declaration are for the sole benefit of Declarant and may be exercised, waived, released, or assigned, in whole or in part, in Declarant's sole discretion. No Person shall have any cause of action against Declarant on account of Declarant's exercise, manner of exercise, failure to exercise, waiver, release, or assignment, in whole or in part, of any of such rights.

ARTICLE 17
COUNTRY CLUB

17.1 Country Club Lease. The Country Club Parcel is owned by Holdings and Glendinning and has been leased by Declarant from Holdings and Glendinning pursuant to an unrecorded Lease Agreement dated as of May 1, 1998 (the "Country Club Lease"). The initial term of the Country Club Lease expires on December 31, 2008. If Declarant exercises an option to renew the Country Club Lease, the term of the Country Club Lease will be extended until December 31, 2013. Declarant presently is the owner of the Country Club. The Country Club Lease presently provides that upon its expiration or sooner termination, ownership of the Country Club will vest in Holdings and Glendinning. The provisions of the Country Club Lease may be amended at any time by consent of Declarant, Holdings, and Glendinning.

17.2 Use of Country Club. Neither membership in the Association nor ownership or occupancy of a Parcel shall confer upon any Person any right to use the Country Club or the Country Club Parcel or any ownership interest, or other legal or equitable property interest of any kind whatsoever, in the Country Club or the Country Club Parcel. Rights to use the Country Club will be granted only to such Persons, and only on such terms and conditions, as may be determined from time to time by the Country Club Owner. The Country Club Owner shall have the right, from time to time in its sole and absolute discretion and without notice, to: (a) establish, amend, or waive the terms and conditions of use of the Country Club, including, without limitation, eligibility for and duration of use rights, number of Persons entitled to use rights, categories of use, and extent of use rights; (b) reserve use rights; and (c) terminate use rights altogether. Operation, maintenance, and use of the Country Club shall be controlled exclusively by the Country Club Owner in its sole and absolute discretion, and no Person shall have any claim against the Country Club Owner or Declarant for the manner in which such discretion is exercised.

17.3 Changes in Ownership or Operation. Except as set forth herein, no representations or warranties have been or are made by Declarant, Holdings, or Glendinning with regard to the continuing ownership or operation of the Country Club, and no purported representation or warranty in such regard, either written or oral, shall have any effect unless set forth in an amendment to this Declaration executed by Declarant and the Country Club Owner and recorded in the Public Records prior to the Turnover. The ownership and operation of the Country Club may change at any time and from time to time for any reason, including, without limitation: (a) the sale of the Country Club to, or assumption of operations of the Country Club by, one or more Persons unaffiliated with Declarant, (b) the transfer, pursuant to contract, option, or otherwise, of the Country Club to one or more affiliates, employees, or independent contractors of Declarant, (c) the foreclosure of any lien encumbering the Country Club or the conveyance of the Country Club in lieu of foreclosure; or (d) the expiration or termination of the Country Club Lease. No such change of ownership or operation of the Country Club shall require the consent of the Association or any Owner. In addition, the Country Club Owner may elect at any time to suspend or terminate the operation of the Country Club. Under no circumstances shall the Country Club or the Country Club Parcel ever be conveyed to the Association.

17.4 Rights of Access and Parking.

No Person shall have any right to use or enter upon the Country Club without the authorization of the Country Club Owner. All Persons having such authorization, which, by way of illustration and not as a

limitation, may include members, guests, invitees, employees, agents, and contractors, shall at all times have a nonexclusive easement of access over: (a) all Community Roads to the extent reasonably necessary to travel to and from the Country Club and the entrances to the Community; and (b) all portions of the Community to the extent reasonably necessary for the operation, maintenance, repair, and replacement of the Country Club. Furthermore, to the extent authorized by the Country Club Owner, all Persons attending golf tournaments and other functions at the Country Club shall have the right to park their vehicles on the Common Areas at reasonable times before, during, and after such tournaments and functions.

17.5 Golf Course. The Country Club presently includes the Golf Course. The Country Club Owner may, in its discretion and without obligation, modify the location and configuration of bunkers, greens, fairways, tees, and other portions of the Golf Course and expand the Golf Course to include additional holes and facilities. To the extent any Golf Course landscaping, irrigation systems, maintenance vehicle access drives, or golf cart paths connecting holes of the Golf Course are located on any portion of the Community not owned or leased by the Country Club Owner, the Country Club Owner shall have a nonexclusive easement over such portion for the use, maintenance, and replacement of such landscaping, irrigation systems, access drives, and golf cart paths and Improvements incidental thereto. The extent of Golf Course landscaping, and the extent of maintenance thereof, shall be as determined by the Country Club Owner. The Country Club Owner shall have no obligation to preserve or enhance the view of any Owner through the installation, maintenance, trimming, or pruning of any Golf Course trees or landscaping. The Country Club Owner may do all things necessary or appropriate, as determined by the Country Club Owner in its sole discretion, to maintain or operate the Golf Course, including: (a) apply pesticides, fertilizers, and other chemicals to the Golf Course; (b) conduct Golf Course maintenance operations, including the operation of maintenance vehicles and equipment, during such hours as the Country Club Owner may determine; and (c) permit play on the Golf Course, and the operation of golf carts, during such hours as the Country Club Owner may determine. No Person shall have any claim against the Country Club Owner or Declarant for any interference with such Person's view, peace and quiet, welfare, or access to light and air caused by any such maintenance or other activities undertaken or authorized by the Country Club Owner. No Person shall have the right to use the Golf Course for jogging, walking, exercising, picnicking, sunbathing, fishing, or other purposes without the express, written consent of the Country Club Owner, which consent may be withheld by the Country Club Owner in its sole and absolute discretion. Each Person playing golf upon the Golf Course shall have a nonexclusive license to go upon any portion of the Community adjacent thereto to retrieve errant golf balls as long as such Person does not damage the adjacent property while accomplishing such retrieval. Any golfer causing damage by his errant golf ball or while retrieving it shall be solely responsible for such damage, and neither Declarant nor the Country Club Owner shall have any responsibility therefor. The present or future use of the Golf Course for golf course purposes may be discontinued or suspended at any time hereafter by the Country Club Owner.

17.6 Association Actions. The Association shall not authorize, take, or implement any action, policy, or program which, in the reasonable judgment of the Country Club Owner, may have any adverse effect on the ownership, operation, maintenance, or use of the Country Club, without the prior written consent of the Country Club Owner. Such consent shall be deemed to have been given with respect to any proposed action if the Country Club Owner does not give the Association written notice of objection to the proposed action within 30 days after receipt of written notice from the Association specifying the proposed action. If the Country Club Owner gives such notice of objection, the Country Club Owner shall specify with reasonable particularity the basis for the objection. Any action requiring consent of the Country Club Owner taken by the Association without such consent shall not be void, but shall be voidable by the Country Club Owner at any time by delivery to the Association of notice of the Country Club Owner's objection to such action.

17.7 Landfill. A portion of the Country Club Parcel is located on the property described in Exhibit "C" attached hereto. The property described in Exhibit "C" was formerly used as a landfill for the

disposal of waste materials. The Florida Department of Environmental Protection ("FDEP") issued a permit authorizing closure of the landfill in 1990. In 1998, FDEP issued an order determining that the landfill had stabilized. Under FDEP rules, "stabilized" means that the biological and chemical decomposition of the wastes has ceased or diminished to a level so that such decomposition no longer poses a pollution, health, or safety hazard. **DECLARANT AND GLENDINNING MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ASPECT OF THE PROPERTY DESCRIBED IN EXHIBIT "C," INCLUDING ANY PRESENT OR FUTURE EMANATIONS FROM SUCH PROPERTY AND THE IMPACT, IF ANY, OF SUCH PROPERTY'S FORMERLY BEING USED AS A LANDFILL.**

17.8 Assignment by Country Club Owner. The Country Club Owner may from time to time assign any or all of its rights, title, interest, easements, powers, duties, obligations, and privileges reserved hereunder to any Person.

17.9 Exercise of Country Club Owner's Rights. The rights of the Country Club Owner enumerated in this Article 17 or elsewhere in this Declaration are for the sole benefit of the Country Club Owner and may be exercised, waived, released, or assigned, in whole or in part, in the Country Club Owner's sole discretion. No Person shall have any cause of action against the Country Club Owner on account of the Country Club Owner's exercise, manner of exercise, failure to exercise, waiver, release, or assignment, in whole or in part, of any of such rights.

ARTICLE 18
REMEDIES

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

18.2 Enforcement. Upon failure of an Owner to comply with the provisions of Article 18.1, the Association shall be entitled to exercise all rights and remedies provided by the terms of this Declaration and, in addition, to commence an action against the Owner for any relief allowed by law, including, without limitation, money damages, injunctive relief, or any combination thereof. In any such action in which the Association is the prevailing party, the Association shall be entitled to recover its costs and Attorney's Fees.

18.3 Fines. Upon failure of an Owner to comply with the provisions of Article 18.1, the Association may, in the sole discretion of the Board and in addition to all other remedies to which the Association may be entitled pursuant to Article 18.2, impose a Fine upon the Owner pursuant to the following provisions:

A. Notice. The Association shall afford an opportunity for hearing to the Owner, after notice of not less than: (1) three days in the event of an emergency or if the Owner's actions constitute: (a) a threat to the health or safety of other Owners; (b) a threat to the water quality of the Surfacewater Management System or a violation of any provisions of this Declaration applicable to the Surfacewater Management System; or (c) a violation of any provisions of the Environmental Preservation Guidelines or any governmental laws and regulations applicable to the Surfacewater Management System or the Community; or (2) 10 days, in all other cases. The notice shall include a statement of the date, time, and place of the hearing and a statement of the matters allegedly constituting a violation of Article 18.1.

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

C. Amount. The Board may impose Fines according to the following schedule:

(1) The Board may impose a Fine not in excess of $1,000 per day from the date of the Owner's violation of the provisions of Article 18.1 until such violation ceases, if the violation threatens the health or safety of other Owners or constitutes a violation of: (a) any provisions of this Declaration applicable to the Surfacewater Management System; (b) any provisions of the Environmental Preservation Guidelines; or (c) any provisions of governmental laws and regulations applicable to the Surfacewater Management System or the Community.

(2) With respect to any other violation by an Owner of the provisions of Article 18.1, the Board may impose a Fine not in excess of $250 per day from the date of the Owner's violation until such violation ceases.

D. Individual Parcel Assessments. Any Fine levied by the Board against an Owner shall be included in the Individual Parcel Expenses applicable to such Owner's Parcel and shall be assessed as an Individual Parcel Assessment in accordance with the provisions of Article 9.

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

F. Nonexclusive Remedy. Fines shall not be construed as an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be legally entitled; however, any Fine paid by an Owner shall be deducted or offset against any damages that the Association may otherwise be entitled to recover from such Owner.

G. Governing Law. The right of the Association to impose Fines, the procedures applicable to the imposition of Fines, and the amount of Fines shall be subject to the provisions of controlling law.

18.4 Association Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by Voting Members representing at least 75 percent of the Association's Class A membership voting rights, as determined pursuant to Article 4.3.A. Notwithstanding anything contained in this Declaration or the Articles of Incorporation or Bylaws to the contrary, a Voting Member shall not approve the commencement or prosecution of any such proceeding unless authorized to do so by vote of Neighborhood Owners owning at least 75 percent of the Parcels in the Neighborhood represented by the Voting Member. The foregoing provisions of this Article 18.4 shall not apply, however, to:

A. Judicial or administrative proceedings brought by the Association against Persons other than Declarant, Holdings, Glendinning, or the Country Club Owner to enforce the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation, or the Bylaws;

B. Judicial or administrative proceedings brought by the Association against Persons other than Declarant, Holdings, Glendinning, or the Country Club Owner for the collection of Assessments;

C. Judicial or administrative proceedings involving challenges to ad valorem taxation;

D. Judicial or administrative proceedings instituted against the Association; or

E. Counterclaims brought by the Association in judicial or administrative proceedings instituted against it.

This Article 18.4 shall not be amended unless such amendment is made by Declarant prior to the Turnover or is approved by the percentage votes, and pursuant to the same procedures, necessary to commence or prosecute proceedings as provided above.

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

A. If agreed to by the Association or Declarant, respectively, the mediation shall be conducted through the Citizens Dispute Settlement Center for the Twelfth Judicial Circuit for the State of Florida pursuant to Section 44.201, Florida Statutes.

B. In all other cases, the mediation shall be conducted in accordance with Rule 1.700 et. seq. of the Florida Rules of Civil Procedure; provided, however, that mediation in accordance with such rules may be initiated through a mediator agreed upon by the parties without order of court. If the parties cannot agree upon a mediator, then either party may move the court to name a mediator and initiate mediation pursuant to such rules.

C. The requirement for mediation of a claim against the Association or Declarant may be waived by the Association or Declarant, respectively.

ARTICLE 19
COMMUNITY SYSTEM SERVICES

19.1 Ownership. Except as otherwise provided by the terms of any Supplemental Declaration, Declarant reserves the ownership of all components of the Community Systems and the right to convey any of such components to the Association; a Neighborhood Association; a governmental authority; a utility, telecommunications, or cable television company; or other Person as Declarant may deem appropriate.

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

ARTICLE 20
DURATION

20.1 Covenants to Run with the Title to the Land. The provisions of this Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the

property subject hereto and shall remain in full force and effect until terminated in accordance with the provisions of Article 20.2 or otherwise according to the laws of the State of Florida.

20.2 Term. The provisions of this Declaration shall be binding upon all Owners and shall continue in full force and effect for a period of 50 years from the date on which this Declaration is recorded in the Public Records, after which time they shall be deemed to be automatically extended for successive periods of 10 years each unless prior to the commencement of any such 10-year period: (a) the termination of this Declaration is approved by Voting Members representing at least 75 percent of the Association's Class A membership voting rights (as determined pursuant to Article 4.3.A), by Institutional Mortgagees holding at least 51 percent of all mortgages held by Institutional Mortgagees, and by Class C and Class D members of the Association owning a majority (as measured by acreage) of all Parcels other than the Assessable Parcels (such members being referred to herein as the "Majority Owners"); and (b) a written instrument certifying that such approval has been obtained is signed by the president and secretary of the Association and by the Majority Owners and recorded in the Public Records. The termination of this Declaration shall not terminate any easement rights then existing in favor of any Person by virtue of the provisions of Article 15, any easement or usage rights then existing in favor of any Person by virtue of the provisions of Articles 5.7 or 5.8; any ownership, easement, usage, or control rights then existing in favor of Holdings by virtue of the provisions of Article 5.10; any easement or usage rights then existing in favor of Declarant by virtue of the provisions of Article 16; or any easement or usage rights then existing in favor of the Country Club Owner by virtue of Article 17; it being the intent hereof that all such rights shall survive a termination of this Declaration.

ARTICLE 21
AMENDMENTS

This Declaration may be amended at any time and from time to time upon: (a) the approval of Voting Members representing at least two-thirds of the Association's Class A membership voting rights (as determined pursuant to Article 4.3.A) and the approval of the Majority Owners; and (b) the recording in the Public Records of an amendatory instrument executed by the president and secretary of the Association and by the Majority Owners certifying that such approval has been obtained; provided, however, that: (1) no amendment shall be effective prior to the Final Development Date without Declarant's express written joinder and consent; (2) no amendment to Article 10.3 and no amendment materially and adversely affecting the rights or interests of Institutional Mortgagees shall be effective without the written consent of Institutional Mortgagees holding at least 51 percent of all mortgages held by Institutional Mortgagees; (3) no amendment affecting the Surfacewater Management System, including the water management portions of the Common Areas, shall be effective without the written consent of SWFWMD; and (4) no amendment materially and adversely affecting the rights or interests of the City of North Port under Articles 5.6.C, 5.9, or 6.2.B shall be effective without the written consent of the City of North Port. This Declaration may also be amended by Declarant alone at any time prior to the Turnover by the recording in the Public Records of an instrument for that purpose executed by Declarant. All amendments shall reasonably conform to the general purposes of this Declaration set forth herein.

ARTICLE 22
MISCELLANEOUS

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

22.2 Notices. Any notice authorized or required to be given to any Owner, or such Owner's representative, under the provisions of this Declaration shall be in writing and shall be deemed to have been

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

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

22.4 Individual Liability. The obligations of Declarant or Holdings arising out of this Declaration or under any other instrument are corporate obligations and do not extend to the employees, officers, directors, shareholders, and limited partners of Declarant or Holdings or of any corporate partner of Declarant or Holdings. Such employees, officers, directors, shareholders, and limited partners shall have no individual liability in any action brought, or for any claim asserted, by the Association or by any Owner in connection with the construction, development, or sale of any Parcel or other property or Improvements within the Community or in connection with any matter related to the Properties or the rights or obligations created by or pursuant to this Declaration. Glendinning is a party to this Declaration solely in her capacity as Trustee under Trust Agreement dated April 30, 1998, and under deed recorded in Official Records Book 3107, page 264, of the Public Records, and not in an individual capacity. Any liability of Glendinning hereunder shall be limited to the Trust assets, and Glendinning shall not be individually or personally obligated in any manner whatsoever on account of any of the provisions of this Declaration.

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

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

IN WITNESS WHEREOF, Declarant, Holdings, and Glendinning have caused this Declaration to be executed in their names as of the date set forth above.

WITNESSES:

Signature of Witness

J MICHAEL HARTENSTINE

Print Name of Witness

Signature of Witness

Elizabeth Burns

Print Name of Witness

HERON CREEK ASSOCIATES, LTD.
By: Marsh Creek Communities, Inc.,
a Florida corporation, as General Partner

By: _____
H. Dieter Gebhard
As its Vice President

MARSH CREEK HOLDINGS, LTD.
By: Marsh Creek Properties, Inc.,
a Florida corporation, as General Partner

By: _____
H. Dieter Gebhard
As its Vice President

_____
Signature of Witness
J MICHAEL HARTENSTINE
Print Name of Witness

_____
Signature of Witness
Lizabeth Berg
Print Name of Witness

Doreen M. Tillman
Signature of Witness
Doreen M. Tillman
Print Name of Witness

Kathleen A. Galloreth
Signature of Witness
Kathleen A. Galloreth
Print Name of Witness

Renea M. Glendinning
RENEA M. GLENDINNING
As Trustee aforesaid

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared H. Dieter Gebhard, as Vice President of Marsh Creek Communities, Inc., a Florida corporation and general partner of **HERON CREEK ASSOCIATES, LTD.**, a Florida limited partnership, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged, not under oath, that he executed the foregoing instrument for and on behalf of the corporation and the partnership as such officer for the purposes therein expressed and that he was duly authorized by the corporation and the partnership to do so.

WITNESS my hand and official seal in the state and county named above this 16 day of September 1999.

(Notary Seal)

LIZABETH BERG
Notary Public, State of Florida
My comm. expires Oct. 4, 2002
Comm. No. CC 780522

Lizabeth Berg
Signature of Notary Public

Lizabeth Berg
Print Name of Notary Public
I am a Notary Public of the State of Florida,
and my commission expires on 10-4-02.

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared H. Dieter Gebhard, as Vice President of Marsh Creek Properties, Inc., a Florida corporation and general partner of **MARSH CREEK HOLDINGS, LTD.**, a Florida limited partnership, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged, not under oath, that he executed the foregoing instrument for and on behalf of the corporation and the partnership as such officer for the purposes therein expressed and that he was duly authorized by the corporation and the partnership to do so.

WITNESS my hand and official seal in the state and county named above this 16 day of September 1999.

Signature of Notary Public

(Notary Seal)

LIZABETH BERG
Notary Public, State of Florida
My comm. expires Oct. 4, 2002
Comm. No. CC 780522

Lizabeth Berg
Print Name of Notary Public
I am a Notary Public of the State of Florida,
and my commission expires on 10-4-02.

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared **RENEA M. GLENDINNING**, as Trustee aforesaid, to me known to be the person described in and who executed the foregoing instrument, and she acknowledged, not under oath, that she executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal in the state and county named above this 17 day of September 1999.

Signature of Notary Public

(Notary Seal)

Margaret Shoaf
My Commission CC606052
Expires December 8, 2000

MARGARET SHOAF
Print Name of Notary Public
I am a Notary Public of the State of FLORIDA,
and my commission expires on 12-8-00.

JMH-366311.4

OFFICIAL RECORDS INSTRUMENT # 1999127212 79 pgs

JOINDER OF ASSOCIATION

HERON CREEK COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), hereby joins in and consents to the foregoing Declaration of Covenants, Conditions, and Restrictions for Heron Creek and hereby agrees to the provisions thereof and the obligations imposed upon the Association therein.

IN WITNESS WHEREOF, the Association has caused this joinder to be executed in its name by its duly authorized officer this 15th day of September 1999.

HERON CREEK COMMUNITY ASSOCIATION, INC.

By: _____
James L. Bevillard
As its Vice President

STATE OF FLORIDA
COUNTY OF Lee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared James L. Bevillard, as Vice President of Heron Creek Community Association, Inc., a Florida corporation not for profit, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the foregoing instrument for and on behalf of the corporation as such officer for the purposes therein expressed and that he was duly authorized by the corporation to do so.

WITNESS my hand and official seal in the state and county named above this 15th day of September 1999.

KAREN G
MY COMMISSIO : 31
EXPIRES: Feb
Bonded Thru Notary
Seal
KAREN G. MAYES
MY COMMISSION # CC 804631
EXPIRES: February 13, 2003
Bonded Thru Notary Public Underwriters

_____
Signature of Notary Public
Karen G. Mayes
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 02/13/03.

JMH-367359

OFFICIAL RECORDS INSTRUMENT # 1999127212 79 pgs

EXHIBIT "A"

All that property lying within and being a part of HERON CREEK, UNIT I, as per plat thereof recorded in Plat Book 40, page 47, Public Records of Sarasota County, Florida.

EXHIBIT "B"

TRACT "A": A portion of Section 21, Township 39 South, Range 21 East, Sarasota County, Florida, more particularly described as follows:

Commencing at the Northwest corner of the Fifty-Sixth Addition to Port Charlotte Subdivision, per plat thereof, recorded in Plat Book 28, Pages 50 and 50-A, Public Records of Sarasota County, Florida, said corner also being on the centerline of the Snover Waterway (200' wide), as shown on the Plat of the Eighteenth Addition to Port Charlotte Subdivision, per plat thereof recorded in Plat Book 14, Pages 6, 6-A through 6-V, Public Records of Sarasota County, Florida; thence S.00° 43'08"W. along the Westerly Boundary Line of said Fifty-Sixth Addition to Port Charlotte Subdivision also being the Westerly Right-of-Way Line of Sumter Boulevard (200' wide) a distance of 100.00 feet to the POINT OF BEGINNING; at the intersection of said Right-of-Way Line with the South Line of said Snover Waterway; thence along said Westerly Right-of-Way Line of Sumter Boulevard the following two courses; S.00° 43'08"W., a distance of 1346.71 feet to the point of curvature of a 2100.00 foot radius curve to the left, with the center point bearing S.89°16'52"E.; thence Southerly along the arc of said curve, through a central angle of 15°16'04", a distance of 559.59 feet to an intersection with the Northerly Right-of-Way Line of Price Boulevard, with said point also being a point of reverse curvature of a 25.00 radius curve to the right, with the center point bearing S.75°27'04"W.; thence along the said Northerly Right-of-Way Line of Price Boulevard (100' wide) the following four courses; Southwesterly along the arc of said curve, through a central angle of 85°42'32", a distance of 37.40 feet to a point of reverse curvature of a 1650.00 foot radius curve to the left, with the center point bearing S.18°50'24"E.; thence Southwesterly along the arc of said curve, through a central angle of 22°20'06", a distance of 643.20 feet to a point of tangency; thence S.48°49'30"W., a distance of 408.66 feet to the point of curvature of a 1950.00 foot radius curve to the right, with the center point bearing N.41°10'30"W.; thence Westerly along the arc of said curve, through a central angle of 71°11'22", a distance of 2422.85 feet; thence leaving said Northerly Right-of-Way Line of Price Boulevard N.29°59'32"E., a distance of 1198.77 feet; thence N.15°00'00"W., a distance of 1800.00 feet to the South Line of the aforesaid Snover Waterway (O.R. Book 1941, Page 6); thence along said South Line, S.89°16'51"E., a distance of 2953.00 feet to the Point of Beginning.

Containing 170.30 Acres, more or less.

TRACT "B": A portion of Sections 21 and 22, Township 39 South, Range 21 East, Sarasota County, Florida, more particularly described as follows:

Commencing at the Northeast corner of the Fifty-Sixth Addition to Port Charlotte Subdivision, per plat thereof, recorded in Plat Book 28, Pages 50 and 50-A, Public Records of Sarasota County, Florida, said corner also being on the centerline of the Snover Waterway as shown on the Plat of the Eighteenth Addition to Port Charlotte Subdivision, per plat thereof, recorded in Plat Book 14, Pages 6, 6-A through 6-V, Public Records of Sarasota County, Florida; thence S.00°43'08"W., along the Easterly Boundary Line of said Fifty-Sixth Addition to Port Charlotte Subdivision, also being the Easterly Right-of-Way Line of Sumter Boulevard (200' wide) a distance of 700.00 feet to the POINT OF BEGINNING; thence leaving the said Westerly Right-of-Way Line, S.89° 16'51"E., a distance of 606.00 feet, thence N.00°43'09"E., a distance of 600.00 feet to the Southerly Right-of-Way Line of the Snover Waterway (O.R. Book 1941, Page 6); thence S.89°16'51"E. along said Southerly Right-of-Way Line, a distance of 880.95 feet to the Northwesterly corner of North Port Water Control District property (O.R. Book 2357, Page 382); thence leaving said Southerly Right-of-Way Line, and along the Westerly Boundary Line of the said North Port Water Control District Property, S.00°43'09"W., a measured distance of 1052.76 feet (Deed 1050.00') to the Southwest corner of said North Port Water Control District property; thence along the Southerly Boundary of said North Port Water Control District property S.89°16'51"E., a distance of 1028.67 feet to the Westerly Boundary Line of the Blueridge Waterway (100 feet wide) (O.R. Book 1941, Page 6), said point also being a point on the arc of a 1000.00 foot radius curve with the center point of said curve bearing N.77° 26'14"W.; thence along the Westerly Right-of-Way Line of said Blueridge Waterway the following two courses; Southwesterly along the arc of said curve, through a central angle of 55°49'01", a distance of 974.19 feet to a point of reverse curvature of a 1150.00 foot radius curve to the left, with the center point bearing S.21°37'14"E.; thence Southwesterly along the arc of said curve, through a central angle of 32°16'11", a distance of 647.69 feet to the intersection of said Westerly Right-of-Way Line with the Northerly Right-of-Way Line of Price Boulevard (100' wide); thence along the Northerly Right-of-Way Line of said Price Boulevard the following three courses; N.56°24'18"W., a distance of 131.21 feet to the point of curvature of a 1650.00 foot radius curve to the left, with the center point bearing S.33°35'42"W.,thence along the arc of said curve, through a central angle of 43°52'31", a distance of 1263.51 feet to a point of reverse curvature of a 25.00 foot radius curve to the right with the center point bearing N.10°16'49"W.; thence along the arc of said curve through a central angle of 85°43'55", a distance of 37.41 feet to a point in the aforesaid Easterly Right-of-Way Line of Sumter Boulevard and the Easterly Boundary Line of the aforesaid Fifty-Sixth Addition to Port Charlotte Subdivision, said point is also the point of compound curvature of a 1900.00 foot radius curve to the right, with the center point bearing N.75°27'06"E.; thence along the said Easterly Right-of-Way Line for the following two courses; Northerly along the arc of said curve through a central angle of 15°16'02", a distance of 506.28 feet to the point of tangency; thence N.00°43'08"E. a distance of 746.71 feet to the Point of Beginning.

Containing 72.12 Acres, more or less.

TRACT "C": A portion of Sections 21 and 28, Township 39 South, Range 21 East, Sarasota County, Florida, more particulary described as follows:

Beginning at a concrete monument at the Northwest corner of the Right-of- of North Port Boulevard as shown on the Plat of the Fifty-Sixth Addition to Port Charlotte Subdivision, per plat thereof Recorded in Plat Book 28, Pages 50 and 50-A, Public Records of Sarasota County, Florida, thence S.82°01'05"W. (S.82°00'00"W. Plat bearing) along the Northerly Right-of Way of said North Port Boulevard (Myakkahatchee Boulevard) as shown on the Plat of the Fifty-Second Addition to Port Charlotte Subdivision per plat thereof recorded in Plat Book 21 Pages 13, 13-A through 13-NN, Public Records of Sarasota County, Florida, a distance of 947.20 feet (946.95 feet plat distance) to a concrete monument at the Southeast corner of Block 2653 in said Fifty-Second Addition to Port Charlotte Subdivision; thence leaving said Northerly Right-of-Way Line and along the Northeasterly Boundary Line of said Block 2653 the following four courses; N.08°00'00"W., a distance of 955.00 feet; thence S.82°00'00"W., a distance of 365.00 feet; thence N.08°00'00"W., a distance of 630.90 feet; thence S.82°00'00"W., a distance of 150.00 feet; thence leaving said Boundary Line, N.29°59'32"E., a distance of 1080.80 feet to the Southerly Right-of-Way Line of Price Boulevard (100' Wide); thence along said Southerly Right-of-Way Line the following five courses; S.59°55'11"E., a distance of 23.99 feet to the point of curvature of a 2050.00 foot radius curve to the left with the center point bearing N.30°04'49"E.; thence Easterly along the arc of said curve, through a central angle of 71°15'19", a distance of 2549.46 feet to a point of tangency; thence N.48°49'30"E., a distance of 408.68 feet to the point of curvature of a 1550 foot radius curve to the right, with the center point bearing S.41°10'30"E.; thence Northeasterly along the arc of said curve, through a central angle of 22°06'43", a distance of 598.19 feet to a point of compound curvature of a 25 foot radius curve to the right with the center point bearing S.19°03'47"E.. thence Easterly and Southerly along the arc of said curve through a central angle of 90° 27'50", a distance of 39.47 feet to a point on the Westerly Right-of-Way Line of Sumter Boulevard as shown on the aforesaid Plat of the Fifty-Sixth Addition to Port Charlotte Subdivision, said point also being a point of reverse curvature of a 2100.00 foot radius curve to the left, with the center point bearing N.71°24'03"E.; thence along said Westerly Right-of-Way Line of Sumter Boulevard the following four courses: Southerly, along the arc of said curve through a central angle of 00°13'14", a distance of 8.09 feet to a point of reverse curvature of a 1300.00 foot radius curve to the right, with the center point bearing S.71°10'49"W.; thence Southerly along the arc of said curve, through a central angle of 77°57'00", a distance of 1768.63 feet to a point of reverse curvature of a 1600.00 foot radius curve to the left, with the center point bearing S.30°52'11"E.; thence Southwesterly along the arc of said curve through a central angle of 59°57'23", a distance of 1674.30 feet to a point of reverse curvature of a 50.11 foot radius curve to the right, with the center point bearing S.89°10'26"W.; thence Southwesterly along the arc of said curve through a central angle of 86°32'36", a distance of 75.69 feet to the aforesaid Northerly Right-of-Way Line of North Port Boulevard; thence along the said Northerly Right-of Way Line the following three courses; S.85°43'11"W., a distance of 208.42 feet to the point of curvature of a 2750.00 foot radius curve to the left, with the center point bearing S.04°16'49"E.; thence Southwesterly along the arc of said curve, through a central angle of 03°42'20", a distance of 177.85 feet to a point of tangency; thence S.82°00'51"W., a distance of 355.73 feet to the Point of Beginning.

Containing 140.58 Acres, more or less.

TRACT "D": A portion of Sections 21 and 22, Township 39 South, Range 21 East, Sarasota County, Florida, more particularly described as follows:

Commencing at the Northeasterly corner of the Fifty-Second Addition to Port Charlotte Subdivision per plat thereof recorded in Plat Book 21, Pages 13, 13-A through 13-NN, Public Records of Sarasota County, Florida, said corner also being on the centerline of the Blueridge Waterway (100' wide)(O.R. Book 1941, Page 6); thence leaving the said centerline and along the Northerly Boundary Line of the said Fifty-Second Addition to Port Charlotte Subdivision, N.84°56'11"W., a distance of 50.00 feet to the POINT OF BEGINNING, said point also being on the Westerly Right-of-Way Line of the said Blueridge Waterway; thence leaving said Westerly Right-of-Way Line and along the Northerly Boundary Line of said Fifty-Second Addition the following three courses; N.84°56'11"W., a distance of 1375.64 feet to the point of curvature of 400 foot radius curve to the right, with the center point bearing N.05°03'49"E., thence along the arc of said curve, through a central angle of 29°49'49". a distance of 208.26 feet to a point of tangency; thence N.55°06'22"W., a distance of 442.85 feet to a corner on the Boundary Line of the Fifty-Sixth Addition to Port Charlotte Subdivision, per plat thereof recorded in Plat Book 28, Pages 50 and 50-A, Public Records of Sarasota County, Florida, said point is also on the arc of a 2350.00 foot radius nontangent curve with the center point bearing N.55°05'20"W.; thence Southwesterly along the Westerly Boundary Line of Tract "D" as platted in said Fifty-Sixth Addition and the arc of said curve, through a central angle of 10°06'22", a distance of 414.51 feet to a point on the Easterly Right-of-Way Line of Sumter Boulevard (200' wide) as platted in said Fifty-Sixth Addition with said point also being on the arc of a 1400.00 foot radius nontangent curve with the center point bearing S.73°36'02"E.; thence Northeasterly along said Easterly Right-of-Way Line, the following three courses; along the arc of said curve, through a central angle of 42°43'51" a distance of 1044.11 feet to a point of reverse curvature of a 1500.00 foot radius curve to the left, with the center point bearing N.30°52'11"W.; thence along the arc of said curve through a central angle of 77°31'15", a distance of 2029.49 feet to a point of reverse curvature of a 25.00 foot radius curve to the right, with the center point bearing N.71°36'34"E., thence along the arc of said curve through a central angle of 98°45'30", a distance of 43.09 feet along the Southerly Right-of-Way Line of Price Boulevard (100' wide), to a point of compound curvature of a 1550.00 foot radius curve to the right with the center point bearing S.09°37'56"E., thence along the said Southerly Right-of-Way Line for the following two courses; along the arc of said curve through a central angle of 43°13'39", a distance of 1169.42 feet to a point of tangency; thence S.56°24'18'E., a distance of 131.17 feet to a point on the aforesaid Westerly Right-of-Way Line of the Blueridge Waterway, said point also being on the arc of a 1150.00 foot radius curve, with the center point bearing S.58°52'26"E.; thence along said Westerly Right-of-Way Line the following two courses; Southwesterly along the arc of said curve through a central angle of 26°04'14", a distance of 523.27 feet to a point of tangency; thence S.05°03'20"W. a distance of 1932.28 feet to the Point of Beginning.

Containing 83.90 Acres, more or less.

TRACT "E":

DESCRIPTION OF THE PROPOSED REVERSIONARY BOUNDARY FOR A PORTION OF THE 52ND. ADDITION TO PORT CHARLOTTE SUBDIVISION PER PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 13 THROUGH 13NN AND A PORTION OF THE 56TH ADDITION PER PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 50 AND 50A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA WITH SAID BOUNDARY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF NORTH PORT BLVD. (FORMERLY MYAKKAHATCHEE BLVD) WITH THE NORTHERLY LINE OF APPOMATTOX DRIVE AS PLATTED IN SAID 52ND. ADDITION; THENCE S.45°34'35"E., ALONG SAID NORTHERLY LINE OF APPOMATTOX DRIVE A DISTANCE OF 1833.51 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 23°13'38", A CHORD BEARING OF S.57°11'24"E. AND A CHORD LENGTH OF 104.68 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 105.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.68°48'13"E., ALONG SAID NORTHERLY LINE A DISTANCE OF 2715.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 17°44'15", A CHORD BEARING OF S.77°40'20"E. AND A CHORD LENGTH OF 80.17 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 80.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.86°32'28"E., ALONG SAID NORTHERLY LINE A DISTANCE OF 403.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°58'27", A CHORD BEARING OF N.48°28'18"E. AND A CHORD LENGTH OF 35.35 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 39.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.03°29'05"E., ALONG THE WESTERLY LINE OF SUMTER BLVD. (200 FEET WIDE) A DISTANCE OF 7.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 1524.84 FEET, A CENTRAL ANGLE OF 26°10'34", A CHORD BEARING OF N.16°34'22"E. AND A CHORD LENGTH OF 690.60 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 696.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.29°39'39"E., ALONG SAID WESTERLY LINE OF SUMTER BLVD. A DISTANCE OF 1900.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 949.64 FEET, A CENTRAL ANGLE OF 35°45'49", A CHORD BEARING OF N.11°46'44"E. AND A CHORD LENGTH OF 583.18 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 592.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.06°06'10"W., ALONG SAID WESTERLY LINE A DISTANCE OF 682.16 FEET TO THE SOUTHEAST CORNER OF TRACT "A" AS PLATTED IN SAID 56TH ADDITION; THENCE N.06°06'10"W., ALONG SAID WESTERLY LINE OF SUMTER BLVD. A DISTANCE OF 405.72 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 1600.00 FEET, A CENTRAL ANGLE OF 05°18'00", A CHORD BEARING OF N.03°27'41"W. AND A CHORD LENGTH OF 147.95 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 148.01 FEET TO A POINT OF CUSP WITH A CURVE TO THE RIGHT, HAVING: A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 86°32'01", A CHORD BEARING OF S.42°27'20"W. AND A CHORD LENGTH OF 68.54 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 75.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.85°43'21"W., ALONG THE NORTH LINE OF AFORESAID NORTH PORT BLVD. (100 FEET WIDE) A DISTANCE OF 208.40 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF

2750.00 FEET, A CENTRAL ANGLE OF 03°42'18", A CHORD BEARING OF S.83°52'12"W. AND A CHORD LENGTH OF 177.80 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 177.83 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.82°01'03"W., ALONG SAID NORTH LINE A DISTANCE OF 355.74 FEET TO THE NORTHWEST CORNER OF SAID 56TH ADDITION; THENCE S.82°01'01"W., ALONG THE NORTH LINE OF SAID NORTH PORT BLVD. AS PLATTED IN SAID 52ND ADDITION A DISTANCE OF 947.20 FEET; THENCE N.08°00'00"W., ALONG THE EAST LINE OF BLOCK 2653 A DISTANCE OF 955.00 FEET; THENCE S.82°00'00"W., ALONG THE NORTH LINE OF BLOCK 2653 A DISTANCE OF 365.00 FEET; THENCE N.08°00'00"W., ALONG THE EAST LINE OF BLOCK 2653 A DISTANCE OF 630.90 FEET; THENCE S.82°00'00"W., A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF LOT 39 IN SAID BLOCK 2653; THENCE S.08°00'00"E., ALONG AND EXTENDING THE WEST LINE OF SAID LOT 39 A DISTANCE OF 175.00 FEET TO THE CUL-DE-SAC CENTER AT THE NORTH END OF FLEETWAY ROAD (50 FEET WIDE); THENCE S.07°57'17"E., ALONG THE CENTERLINE OF SAID FLEETWAY ROAD A DISTANCE OF 605.90 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF CAMERO STREET (50 FEET WIDE); THENCE S.82°00'00"W., ALONG SAID CENTERLINE OF CAMERO STREET A DISTANCE OF 1636.11 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S.37°00'00"W. AND A CHORD LENGTH OF 141.42 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 157.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.08°00'00"E., ALONG THE CENTERLINE OF DAMON AVE. (50 FEET WIDE) A DISTANCE OF 185.03 FEET; THENCE S.82°00'00"W., ALONG THE LINE DIVIDING LOTS 7 AND 8 IN AFORESAID BLOCK 2653 A DISTANCE OF 150.11 FEET TO THE WEST LINE OF SAID BLOCK 2653; THENCE S.08°00'00"E., ALONG SAID WEST LINE OF SAID BLOCK 2653 A DISTANCE OF 606.62 FEET TO A POINT ON THE NORTHWESTERLY LINE OF AFORESAID NORTH PORT BLVD.; THENCE S.19°45'51"E., A DISTANCE OF 50.00 FEET TO THE CENTERLINE OF SAID NORTH PORT BLVD. AND A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 4070.00 FEET, A CENTRAL ANGLE OF 16°49'34", A CHORD BEARING OF S.61°49'22"W. AND A CHORD LENGTH OF 1190.95 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 1195.24 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 18°24'35", A CHORD BEARING OF S.44°12'17"W. AND A CHORD LENGTH OF 223.95 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 224.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 1422.00 FEET, A CENTRAL ANGLE OF 09°25'25", A CHORD BEARING OF S.39°42'43"W. AND A CHORD LENGTH OF 233.62 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 233.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.44°25'25"W., ALONG SAID CENTERLINE A DISTANCE OF 203.96 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING TWO PARCELS:

PARCEL 1

ALL THAT PROPERTY LYING WITHIN AND BEING A PART OF HERON CREEK, UNIT I, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 40, PAGE 47, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

PARCEL 2

TRACT "X", 52ND ADDITION TO PORT CHARLOTTE SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGE 13, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

OFFICIAL RECORDS INSTRUMENT # 1999127212 79 pgs

EXHIBIT "C"

Tract "X", 52nd ADDITION TO PORT CHARLOTTE SUBDIVISION, as per plat thereof recorded in Plat Book 21, page 13, Public Records of Sarasota County, Florida.

JMH-367319

OFFICIAL RECORDS INSTRUMENT # 1999127212 79 PGS

EXHIBIT "D"

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

99 SEP -9 AM 8:39

ARTICLES OF INCORPORATION
OF
HERON CREEK COMMUNITY ASSOCIATION, INC.

(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, the undersigned does hereby adopt and set forth these Articles of Incorporation, viz.:

ARTICLE 1
NAME AND ADDRESS OF CORPORATION

The name of this corporation shall be:

HERON CREEK COMMUNITY ASSOCIATION, INC.

hereinafter in these Articles referred to as the "Association." The initial principal office address of the Association is 635 South Orange Avenue, Suite 10, Sarasota, Florida 34236.

ARTICLE 2
PURPOSES

2.1 General Purposes. The Association is organized for the general purpose of promoting the health, safety, and social welfare of the Owners of Parcels within the community known as Heron Creek, being developed in Sarasota County, Florida, by Heron Creek Associates, Ltd., a Florida limited partnership ("Associates"). The Community is more particularly described in that certain document entitled "Declaration of Covenants, Conditions, and Restrictions for Heron Creek" (the "Declaration"), which is to be recorded in the Public Records.

2.2 Specific Purposes. The purposes of the Association shall include the following:

A. To operate, maintain, manage, improve, and administer the use of the Common Areas, and other portions of the Community, to the extent set forth in the Declaration and any Supplemental Declaration.

B. To perform all duties and obligations assigned to the Association by the terms of the Declaration or any Supplemental Declaration.

C. To take such action as may be deemed appropriate by the Board of Directors to promote the health, safety, and social welfare of the Owners.

D. To operate without profit for the sole and exclusive benefit of its members.

2.3 Construction. All capitalized words and terms used herein which are defined in the Declaration shall be used herein with the same meaning as defined in the Declaration. In the event of any conflict between the provisions of these Articles of Incorporation and the provisions of the Declaration, the provisions of the Declaration shall control.

ARTICLE 3
POWERS

3.1 General Powers. The Association shall have all powers that are or may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

3.2 Specific Powers. The Association's powers shall include the following:

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any other acts necessary or expedient (including the borrowing of money and the sale of property owned by the Association) for carrying on any of the activities of the Association and pursuing any of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

B. To establish budgets and to fix Assessments to be levied against Assessable Parcels pursuant to the Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including reasonable contingency funds for ensuing years and reasonable annual reserves for anticipated major capital repairs, maintenance, improvements, and replacements.

C. To place liens against any Assessable Parcel for delinquent and unpaid Assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such Assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association, all in accordance with the provisions of the Declaration.

D. To hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions, and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the ministerial functions of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

G. To charge recipients of services rendered by the Association and users of property of the Association where such charges are deemed appropriate by the Board of Directors.

H. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

I. To borrow money for the acquisition of property or for any other lawful purpose of the Association, and to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for borrowed monies, and to secure the payment of any such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the real or personal property, or property rights or privileges, of the Association wherever situated.

J. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the Declaration and any Supplemental Declaration.

K. To exercise all powers conferred upon the Association by the Declaration or any Supplemental Declaration, subject to all limitations and obligations imposed upon the Association by the terms thereof.

ARTICLE 4
MEMBERS

4.1 Classes of Members. The Association shall have four classes of members, comprised as follows::

A. Class A Members. Class A members shall be all Owners of Assessable Parcels in the Community. Such Owners shall automatically become Class A members upon acquiring the fee simple title to their respective Parcels.

B. Class B Members. The Class B member shall be Associates, any successor to or legal representative of Associates, or any Person to whom all rights of Associates under the Declaration or these Articles of Incorporation are hereafter assigned pursuant to written instrument recorded in the Public Records.

C. Class C Members. Class C members shall be all owners of the Entry Parcel. Such Owners shall automatically become Class C members upon acquiring the fee simple title to all or any portion of the Entry Parcel.

D. Class D Members. Class D members shall be all owners of Parcels in the Community other than the Assessable Parcels and the Entry Parcel. Such Owners shall automatically become Class D members upon acquiring fee simple title to their respective Parcels.

4.2 Termination of Membership. The Class B membership shall automatically terminate on the Final Development Date, after which time the Association membership shall be comprised solely of Class A, Class C, and Class D members. The membership of any Class A, Class C, or Class D member in the Association shall automatically terminate upon conveyance or other divestment of title to such member's Parcel, except that nothing herein contained shall be construed as terminating the membership of any member who may own two or more Parcels as long as such member continues to own at least one Parcel.

4.3 Membership Appurtenant to Parcel Ownership. The interest of any Class A, Class C, or Class D member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Parcel which is the basis of his membership in the Association.

4.4 List of Members. The Secretary of the Association shall maintain a list of the members of the Association. Whenever any person or entity becomes a member of the Association, it shall be such party's duty and obligation to so inform the Secretary in writing, giving his name, mailing address, and legal description of his Parcel; provided, however, that any notice given to or vote accepted from the prior Owner of such member's Parcel before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records or make other inquiry to determine the status and correctness of the list of members of the

Association maintained by him and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

ARTICLE 5
VOTING

The voting rights of the members of the Association, including provisions for representation of Class A members through Voting Members, shall be as set forth in the Declaration. In all matters requiring the vote of Voting Members, each Voting Member shall cast the number of votes held by Class A members represented by such Voting Member.

ARTICLE 6
BOARD OF DIRECTORS

6.1 Number. The affairs of the Association shall be managed by a Board of Directors consisting initially of three Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time in the Bylaws of the Association, but in no event shall there be less than three Directors.

6.2 Appointment and Election. All Directors shall be appointed by the Class B member until the annual meeting of members in the year 2000. Commencing with such annual meeting and continuing thereafter until the Turnover Meeting, the Class B member shall have the right to appoint a majority of the Directors, and the remaining Directors shall be elected by Voting Members representing the Class A members in accordance with the provisions of Article 6.3. Commencing with the Turnover Meeting and continuing thereafter until the Termination Meeting, a majority of the Directors shall be elected by Voting Members representing the Class A members in accordance with the provisions of Article 6.3, and the Class B member shall have the right to appoint the remaining Directors. Commencing with the Termination Meeting, all Directors shall be elected by Voting Members representing the Class A members in accordance with the provisions of Article 6.3.

A. Turnover Meeting. As used herein, the "Turnover Meeting" shall mean the first annual or special meeting of members following the earlier of the following two dates: (1) the date which is three months after 90 percent of the parcels that will ultimately be included in the Community have been conveyed to Class A members; or (2) the date on which the Class B member, by written notice to the Association, relinquishes its right to appoint a majority of the Directors.

B. Termination Meeting. As used herein, the "Termination Meeting" shall mean the first annual or special meeting of members following the earlier of the following two dates: (1) the date on which the Class B member no longer holds for sale in the ordinary course of business at least five percent of the parcels that will ultimately be included in the Community; or (2) the date on which the Class B member, by written notice to the Association, relinquishes its right to appoint any Directors.

6.3 Election Procedures. Elections of Directors shall be by plurality vote. In the event any Neighborhood District is established by the Class B member pursuant to the provisions of the Declaration, at least one Director shall be elected by Voting Members representing the Class A members owning Parcels within such Neighborhood District. In no event shall the total number of Directors elected by Voting Members representing the Class A members be less than the number of Neighborhood Districts.

6.4 Qualification and Term. Directors need not be members of the Association. Directors appointed by the Class B member shall not serve fixed terms, but shall serve at the pleasure of the Class B

member. Except as may be otherwise required by the terms of Article 6.2, Directors elected pursuant to Article 6.3 shall be elected at the annual meeting of members, and their term shall expire at the next succeeding annual meeting of members. Commencing with the Turnover Meeting, except for persons appointed as Directors by the Class B member, no person shall serve as a Director for successive terms or more than two terms during any five-year period.

6.5 Removal. Any Director elected pursuant to Article 6.3 exclusively by Voting Members representing Class A members owning Parcels within a specific Neighborhood District may be removed from office with or without cause only by majority vote of such Voting Members. Any other Director elected pursuant to Article 6.3 may be removed from office with or without cause only by majority vote of Voting Members representing all Class A members. Any Director appointed by the Class B member may be removed and replaced with or without cause by the Class B member, in the Class B member's sole discretion.

6.6 Initial Board. The names and addresses of the persons constituting the first Board of Directors are as follows:

H. Dieter Gebhard	-	Suite 10, 635 South Orange Avenue Sarasota, Florida 34236
Ronald A. York -	-	Suite 3, 4524 S.E. 16th Place Cape Coral, Florida 33904
James L. Bevillard	-	Suite 3, 4524 S.E. 16th Place Cape Coral, Florida 33904

ARTICLE 7
OFFICERS

7.1 Number, Qualification, and Term. The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice President, a Secretary, and a Treasurer and such other officers as the Board of Directors shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected at the annual meeting of the Board of Directors, and their term shall expire at the next succeeding annual meeting of the Board of Directors. Commencing with the Turnover Meeting, no person shall serve as an officer for successive terms or for more than two terms during any five-year period.

7.2 Initial Officers. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors are as follows:

President	-	Ronald A. York
Vice President	-	James L. Bevillard
Treasurer	-	H. Dieter Gebhard
Secretary	-	James L. Bevillard

ARTICLE 8
CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE 9
BYLAWS

The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles of Incorporation. Thereafter, the Bylaws may be altered, amended, or rescinded by a majority vote of the Directors in the manner provided by such Bylaws. No amendment to the Bylaws prior to the Final Development Date, however, shall be effective without the written consent of the Class B member.

ARTICLE 10
AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles may be altered, amended, or repealed by the affirmative vote of a majority of the Board of Directors. No amendment to these Articles of Incorporation prior to the Final Development Date, however, shall be effective without the written consent of the Class B member.

ARTICLE 11
REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be 200 South Orange Avenue, Sarasota, Florida 34236, and the registered agent at such address shall be J. Michael Hartenstine. The Association may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE 12
BUDGET AND EXPENDITURES

The Association shall obtain funds with which to operate by Assessments levied against its members in accordance with the provisions of the Declaration, as the same may be supplemented by the provisions of these Articles of Incorporation, the Association's Bylaws, and any Supplemental Declaration. Pursuant to the Declaration, the Board of Directors shall annually adopt budgets for the operation of the Association for the ensuing fiscal year and for the purpose of levying Assessments against all Assessable Parcels, which budget shall be conclusive and binding upon all members; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budgets.

ARTICLE 13
INCORPORATOR

The name and street address of the incorporator of the Association is as follows:

J. Michael Hartenstine
200 South Orange Avenue
Sarasota, Florida 34236

ARTICLE 14
INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and Directors shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or Director be indemnified for his own willful misconduct or, with respect to any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all officers and Directors for any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such.

ARTICLE 15
DISSOLUTION OF THE ASSOCIATION

15.1 Dissolution. Upon expiration of the term of the Declaration, the Association may be dissolved upon a resolution to that effect being approved by the holders of two-thirds of the members of the Board of Directors and upon compliance with any applicable laws then in effect.

15.2 Distribution of Assets. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

A. Any Neighborhood Common Areas owned by the Association shall be distributed to the applicable Neighborhood Owners pro rata to the number of Parcels in the Neighborhood, such that an equal, undivided share of the Neighborhood Common Areas shall be allocated to each Parcel in the Neighborhood. Alternatively, the Board of Directors may, in its discretion, distribute the Neighborhood Common Areas: (1) to a banking corporation having trust powers, to be held in trust for the benefit of the applicable Neighborhood Owners; or (2) to a corporation not for profit whose members are comprised solely of the applicable Neighborhood Owners. If the Neighborhood Common Areas are distributed in trust, an equal, undivided share in the trust assets shall be allocated to each Parcel in the Neighborhood. If the Neighborhood Common Areas are distributed to a corporation not for profit, an equal, undivided share in the corporation's assets shall be allocated to each Parcel in the Neighborhood. Each Parcel's share in the Neighborhood Common Areas, trust assets, or corporate assets, as applicable, shall be deemed an appurtenance to such Parcel.

B. Any property other than Neighborhood Common Areas determined by the Board of Directors to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the dedication.

C. Any Community Common Areas owned by the Association shall be distributed to the Owners of the Assessable Parcels pro rata to the number of Assessment Shares allocated to such Assessable Parcel, such that each Assessable Parcel shall receive one undivided share of the Community Common Areas for each Assessment Share allocated to such Assessable Parcel. Alternatively, the Board of Directors may, in its discretion, distribute the Community Common Areas: (1) to a banking corporation having trust powers, to be held in trust for the benefit of the Owners of the Assessable Parcels; or (2) to a corporation not for profit whose members are comprised solely of the Owners of the Assessable Parcels. If the Community Common Areas are distributed in trust, each Assessable Parcel shall receive one undivided share in the trust assets for each Assessment Share allocated to such Assessable Parcel. If the Community Common Areas are distributed to a corporation not for profit, each Assessable Parcel shall receive one undivided share in the corporation's assets for each Assessment Share allocated to such

Assessable Parcel. Each Assessable Parcel's share in the Community Common Areas, trust assets, or corporate assets, as applicable, shall be deemed an appurtenance to such Parcel.

D. All remaining assets, or the proceeds from the sale of such assets, shall be distributed among the Owners of the Assessable Parcels pro rata to the number of Assessment Shares allocated to such Parcels, such that each Assessable Parcel shall receive one undivided share of such assets for each Assessment Share allocated to such Assessable Parcel.

ARTICLE 16
BINDING EFFECT

The provisions hereof shall bind and inure to the benefit of the members and their respective successors and assigns.

IN WITNESS WHEREOF, the above-named incorporator has executed these Articles of Incorporation this 7th day of September 1999.

J. Michael Hartenstine
Incorporator

ACCEPTANCE BY REGISTERED AGENT

Having been appointed Registered Agent for the above corporation, I hereby accept such appointment. I further certify that I am familiar with, and accept, the obligations of that position as provided by Florida Statutes.

J. Michael Hartenstine

JMH-309022.6

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 SEP -9 AM 9:30

OFFICIAL RECORDS INSTRUMENT # 1999127212 79 pgs

EXHIBIT "E"

BYLAWS
OF
HERON CREEK COMMUNITY ASSOCIATION, INC.

ARTICLE 1
IDENTITY AND DEFINITIONS

Heron Creek Community Association, Inc. (the "Association"), has been organized for the purpose of promoting the health, safety, and welfare of the Owners of Parcels within the development known as "Heron Creek" (the "Community") and performing all duties assigned to it under the provisions of the "Declaration of Covenants, Conditions, and Restrictions for Heron Creek" (the "Declaration"), which will hereafter be recorded in the Public Records of Sarasota County, Florida. The terms and provisions of these Bylaws are expressly subject to the Articles of Incorporation of the Association and to the terms, provisions, conditions, and authorizations contained in the Declaration. All words and terms used herein that are defined in the Declaration shall be used herein with the same meanings as defined in the Declaration.

ARTICLE 2
LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at Suite 10, 635 South Orange Avenue, Sarasota, Florida 34236, or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE 3
MEMBERSHIP, VOTING, QUORUM, AND PROXIES

3.1 Classification. The qualification and classification of members, the manner of their admission to membership and termination of such membership, and the method of voting by the members shall be governed by Article 4 and Article 5 of the Association's Articles of Incorporation, as supplemented by the provisions of these Bylaws.

3.2 Voting Members. All Class A members of the Association shall be represented by a Voting Member, whose authorization to cast votes on behalf of the Class A members and whose manner of designation shall be as set forth in the Declaration.

3.3 Quorum. A quorum at any meeting of the Association's members shall consist of Voting Members entitled to cast votes representing at least one-third of the total votes of the Association's Class A members as determined in the manner set forth in Article 4.3.A of the Declaration.

3.4 Proxies. Votes may be cast by Voting Members in person, by proxy, or by written ballot. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting.

3.5 Record Date. The number of votes to which any Class A Member is entitled at any meeting of members shall be determined as of the date fixed by the Board of Directors as the record date for such meeting, provided that such record date shall not be more than 60 days or less than 10 days prior to the date of such meeting. In the event the Board of Directors does not set a record date for any meeting of members, the record date for such meeting shall be the date of the notice of such meeting. The determination of the number of votes to which any Class A Member is entitled as of the record date shall

be final, and no conveyance or acquisition of any Parcel arising after such record date shall be taken into consideration in determining the number of votes to which such member is entitled at such meeting.

3.6 Required Vote. Except as otherwise provided by law or by the provisions of the Articles of Incorporation, these Bylaws, or the Declaration, the affirmative vote of Voting Members representing a majority of the Class A membership voting rights (as determined pursuant to Article 4.3.A of the Declaration) represented at any duly called members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all members.

ARTICLE 4
ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

4.1 Annual Meeting. An annual meeting of the membership of the Association shall be held each year during November or such other month as the Board of Directors may determine. The date, time, and place of the annual meeting shall be designated by the Board of Directors. The annual meeting shall be held for the purpose of electing Directors and transacting any other business authorized to be transacted by the members.

4.2 Special Meetings. Special meetings of the members of the Association shall be held whenever called by the President or by a majority of the Board of Directors.

4.3 Member Attendance. Although Class A members shall be represented at meetings of the Association membership exclusively by their respective Voting Members, each Class A member of the Association shall be entitled to attend and observe all annual and special meetings of members. Although Class B, C, and D members have no voting rights generally, they shall be entitled to attend and participate in all annual and special meetings of members.

4.4 Notices. Written notice of all members' meetings, annual or special, shall be given to all Class B, C, and D members and to all Voting Members (but not to Class A members individually). Such notice shall be given by the President, Vice President, or Secretary or by such other officer of the Association as may be designated by the Board of Directors. Such notice shall state the time and place of the meeting and the purpose for which the meeting is called and shall be given not less than 14 days prior to the date set for such meeting. If presented personally, a receipt of such notice shall be signed by the member or Voting Member, indicating the date on which such notice was received. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member or Voting Member at his post office address as the same appears on the records of the Association. Proof of such mailing may be given by the affidavit of the person giving the notice and filed with the Association's minutes of meetings. Any member or Voting Member may, by written waiver signed by such member or Voting Member, waive such notice, and such waiver, when filed with the Association's minutes of meetings (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of such notice to such member or Voting Member.

4.5 Lack of Quorum. If any members' meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required by the terms of the Articles of Incorporation, these Bylaws, or the Declaration, the Voting Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

4.6 Presiding Officer. At meetings of the membership, the President, or in his absence the Vice President, shall preside, or in the absence of both, the Board of Directors shall select a chairman.

ARTICLE 5
BOARD OF DIRECTORS

5.1 Number. The affairs of the Association shall be managed by a Board of Directors consisting initially of three Directors. The number of Directors may be changed by resolution of the Board of Directors.

5.2 Quorum. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board of Directors, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

5.3 Vacancies. Any vacancy occurring on the Board of Directors due to a director's death, resignation, or removal shall be filled by the Board of Directors, except that the Class B member shall fill any vacancy created by the death, resignation, or removal of any Director appointed by the Class B member. A Director appointed to fill a vacancy, whether by the Board of Directors or the Class B member, shall serve for the unexpired term of his predecessor in office.

ARTICLE 6
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.1 Powers. The Board of Directors shall have power:

A. To call meetings of the members.

B. To appoint and remove at 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 Bylaws shall be construed to prohibit the employment of any member, officer, or Director of the Association in any capacity whatsoever.

C. To establish, levy and assess, and collect the Assessments necessary to operate the Association, carry on its activities, and pay the Association Expenses and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board.

D. To adopt and publish rules and regulations governing and restricting the use and maintenance of the Community (or any part thereof or improvements thereon) and the personal conduct of the members and their guests within the Community.

E. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

F. To appoint such committees as the Board may desire and to grant to such committees such duties and responsibilities as the Board may deem advisable.

G. To enforce by appropriate legal means the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.

H. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association, except those reserved to the members in the Declaration or in the Articles of Incorporation of the Association.

6.2 Duties. It shall be the duty of the Board of Directors:

A. To cause to be kept a complete record of all its acts and corporate affairs.

B. To supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed.

C. With reference to Assessments of the Association:

(1) To fix the amount of the Assessments against the members for each fiscal year in accordance with the provisions of the Declaration;

(2) To prepare a roster of the members and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any member; and

(3) To send written notice of each Assessment to each member entitled thereto.

D. To make payment of all ad valorem taxes assessed against Association property, real or personal.

E. To pay all expenses incurred by the Association pursuant to the Declaration or any Supplemental Declaration for repairs, maintenance, services, insurance, and other operating expenses.

F. To ensure that all obligations of the Association under the Declaration and any Supplemental Declaration are performed.

ARTICLE 7
MEETINGS OF DIRECTORS

7.1 Annual Meeting. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of members.

7.2 Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

7.3 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by a majority of the Directors.

7.4 Notice. Notice of regular or special meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or telegram, at least three days prior to the day named for such meeting, which notice shall state the time and place of the meeting and, as to special meetings, the purpose of the meeting, unless such notice is waived.

7.5 Consents. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, and any Board action taken in lieu of a meeting, shall be as valid as though made at a meeting duly held after regular call and notice, provided that, either before or after the meeting or the effective date of the action taken, each of the Directors signs a written waiver of notice and consent to the holding of such meeting, or an approval of the minutes thereof, or a consent to the action taken in lieu of a meeting. All such waivers, consents, or approvals shall be filed with the Association's minutes of meetings.

ARTICLE 8
OFFICERS

8.1 Number. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a member of the Board of Directors.

8.2 Election. All the officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. New offices may be created and filled at any meeting of the Board of Directors.

8.3 Vacancies. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.

8.4 Removal. All officers shall hold office at the pleasure of the Board of Directors. If an officer is removed by the Board of Directors, such removal shall be in accordance with the contract rights, if any, of the officer so removed.

8.5 President. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall sign all notes, leases, mortgages, deeds, and other written instruments on behalf of the Association.

8.6 Vice President. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

8.7 Secretary. The Secretary shall be ex officio the Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep the records of the Association. He shall maintain a record of the names of all of the members of the Association, together with their Neighborhood affiliation, if any, and their addresses as registered by such members.

8.8 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of the budgets adopted by the Board of Directors. The Treasurer or his appointed agent shall keep proper books of account and shall prepare the annual budgets, statements of receipts and disbursements, and balance sheets.

8.9 Salaries. The salaries, if any, of the officers of the Association shall be set by the Board of Directors.

ARTICLE 9
FISCAL MANAGEMENT

9.1 General. The Board of Directors shall conduct the fiscal management of the Association in accordance with the provisions of the Declaration and Articles of Incorporation.

9.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

9.3 Budgets. The Board of Directors shall adopt the budgets prescribed by the Declaration for each fiscal year, which budgets, respectively, shall contain estimates of the cost of performing the functions of the Association. The adoption of any budget shall not, however, be construed as restricting the right of the Board of Directors, at any time in its sole discretion, to levy any Special Assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements.

9.4 Loans. No loans shall be contracted on behalf of the Association, and no evidences of indebtedness shall be issued in its name, unless authorized by a resolution of the Board of Directors. With respect to any loan whose proceeds are used in connection with the Community Common Areas, the Board of Directors may authorize the pledge and assignment of the Community Assessments and the lien rights of the Association as security for the repayment of such loan. With respect to any loan whose proceeds are used in connection with a specific Neighborhood, the Board of Directors may authorize the pledge and assignment of the Neighborhood Assessments applicable to the Neighborhood and the lien rights of the Association as security for the repayment of such loan.

9.5 Monetary Instruments. All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

9.6 Deposit of Funds. All funds of the Association shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the Board of Directors may select.

9.7 Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association.

ARTICLE 10
NEIGHBORHOOD COMMITTEES

The Declaration contemplates the establishment of Neighborhood Committees to advise the Board of Directors on matters affecting the interests of the Neighborhood Owners. The composition of the Neighborhood Committees and the delineation of their powers and duties are set forth in the Declaration. With respect to each budget prepared by the Board of Directors for a Neighborhood, the Board of Directors shall request and consider the Neighborhood Committee's recommendations concerning the budget prior to its adoption by the Board of Directors. The Neighborhood Committees shall perform such other functions and duties as may be prescribed by the Declaration, a Supplemental Declaration, or the Board of Directors.

ARTICLE 11
OFFICIAL SEAL

The Association shall have an official seal, which shall be in circular form bearing the name of the Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

ARTICLE 12
BOOKS AND RECORDS

The books, records, and other papers of the Association shall be available at the Association's office and shall be subject to inspection by any of the Association members during regular business hours.

ARTICLE 13
AMENDMENTS

These Bylaws may be altered, amended, or repealed by a majority vote of the Directors present at a duly constituted meeting of the Board of Directors. Any proposed alteration, amendment, or repeal shall be contained in the notice of the meeting at which it will be considered. Notwithstanding the foregoing, no amendment to the Bylaws prior to the Final Development Date shall be effective without the written consent of the Class B member.

JMH-309013.4