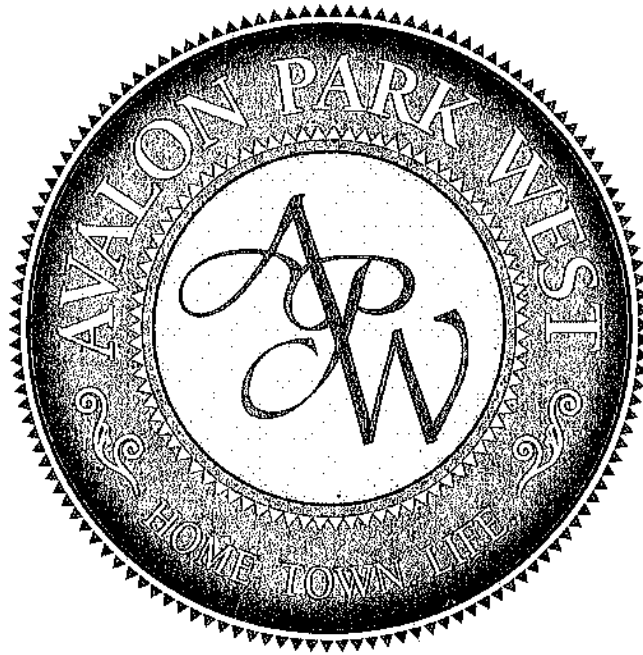




DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR AVALON PARK WEST
RESIDENTIAL PROPERTIES

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Eric B. Marks

Avalon Park Group Management, Inc.

3680 Avalon Park East Blvd.

Suite 300

Orlando, Florida 32828

THIS SPACE FOR RECORDER'S USE

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR AVALON PARK WEST RESIDENTIAL
PROPERTIES**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
AVALON PARK WEST RESIDENTIAL PROPERTIES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AVALON PARK WEST RESIDENTIAL PROPERTIES (this "Declaration") is made as of August 3, 2012, by sitEX NR DEVELOPMENT, LLC, a Florida limited liability company ("Declarant").

WITNESSETH:

WHEREAS, on March 7, 2000, New River Partners, Limited, a Florida limited partnership ("New River Declarant"), as the master developer of that certain project then known as "NEW RIVER TOWNSHIP", filed that certain Declaration of Master Covenants, Conditions and Restrictions recorded March 7, 2000, in Official Records Book ("ORB") 4324, Page 724; together with Articles of Incorporation of New River Homeowners' Association, Inc. recorded June 5, 2001, in ORB 4630, Page 503; First Supplement recorded May 15, 2002, in Book 4949, Page 326; Second Supplement recorded June 11, 2004, in ORB 5894, Page 1963; Third Supplement recorded September 12, 2005, in ORB 6579, Page 1236; Fourth (Fifth) Supplement recorded October 5, 2007, in ORB 7655, Page 579; Amended and Restated Articles of Incorporation recorded October 5, 2007, in ORB 7655, Page 583, all in the Public Records of Pasco County, Florida (the "Public Records") (as amended, modified and supplemented from time to time, the "New River Declaration"); and

WHEREAS, pursuant to that certain Assignment of Development Rights dated July 8, 2004 and recorded in ORB 5933, Page 1623 of the Public Records, New River Declarant assigned to NRD, LLC ("NRD Declarant") and NRD Declarant accepted all of the New River Declarant's rights, title and interest as "Declarant" under the New River Declaration; and

WHEREAS, pursuant to that certain Assignment of Development Rights dated November 30, 2011 and recorded in ORB 8630, Page 3708 of the Public Records, NRD Declarant assigned to Declarant and Declarant accepted all of the New River Declarant's rights, title and interest as "Declarant" under the New River Declaration; and

WHEREAS, pursuant to that certain SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF NEW RIVER FOR WITHDRAWAL OF PARCEL D, dated as of the date hereof and recorded immediately prior to this Declaration in the Public Records (the "De-Annexation Amendment"), the property identified on Exhibit "A" attached hereto and incorporated herein by this reference has been de-annexed from the New River Declaration (to the extent all or any portion thereof was previously annexed into the New River Declaration) and withdrawn completely from such New River Declaration; and

WHEREAS, nothing contained herein or in the De-Annexation Amendment is intended to modify or effect the encumbrance of the remainder of the real property subject to the New River Declaration; and

NOW, THEREFORE, The Declarant desires to establish and record this Declaration, which shall run with and encumber the title to all real property comprising the Developable

Land; shall govern the development, use, and occupancy of such property; shall govern the administration and enforcement of this Declaration; and shall be binding upon the Association and the present and future Owners of any portion of such property, their respective heirs, successors, successors-in-title, and assigns, and any other person or entity that now or hereafter holds any legal, equitable, or beneficial interest in any portion of such property.

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
AVALON PARK WEST RESIDENTIAL PROPERTIES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AVALON PARK WEST RESIDENTIAL PROPERTIES SPECIFICALLY AND COMPLETELY SUPERSEDES AND REPLACES THE NEW RIVER DECLARATION (AS DEFINED HEREIN) WITH RESPECT TO THE REAL PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AND ANY ADDITIONAL PROPERTY MADE SUBJECT HERETO.

**ARTICLE I
GOVERNANCE OF THE COMMUNITY**

1.1. Purpose and Intent; Binding Effect.

- (a) The owner of the real property described in Exhibit "A" intends by the recording of this Declaration to create a general plan of development for the planned community known as "Avalon Park West" or "APW". This Declaration provides a procedure for the future expansion of Avalon Park West to include additional real property and provides for the overall development, administration, maintenance and preservation of the real property now and hereafter comprising APW. An integral part of the development plan is the creation of the Avalon Park West Residential Owners Association, Inc., an association to be comprised of all owners of residential real property in APW, to operate and maintain various common areas and community improvements and to administer and enforce this Declaration and the other governing documents referred to in this Declaration.

This Declaration does not and is not intended to create a condominium within the meaning of the Florida Condominium Act, Florida Statutes Section 718.101, *et. Seq.*

- (b) All property described on Exhibit "A", and any additional property which is made subject to this Declaration in the future by filing of one or more Supplemental Declarations in the Public Records, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Properties, as well as the occupants of any Unit and their guests and invitees.
- (c) This Declaration shall be enforceable by Declarant, the Association, and their respective successors and assigns, and unless terminated as provided in Section 1.1(d), shall have perpetual duration. If Florida law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each, unless terminated as provided below. Notwithstanding the above, so long as Florida law recognizes the rule against perpetuities, if any of the provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-

one (21) years after the death of the last survivor of the now living descendants of Barak Obama, the 44th President of the United States of America.

- (d) Unless otherwise required by Florida law, this Declaration may not be terminated except by an instrument signed by (i) seventy-five percent (75%) of the total Voting Interests, and (ii) Declarant, if Declarant owns any portion of the Properties. Any such instrument shall set forth the intent to terminate this Declaration and shall be recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.
- (e) If any court finally determines that a provision of this Declaration is invalid, in whole or as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

- 1.2. Governing Documents. This Declaration, each Supplemental Declaration, the Articles of Incorporation, the By-Laws, the Design Guidelines, and the Use Restrictions and Rules of AVALON PARK WEST Residential Owners Association, Inc., and the other documents referenced in this Declaration, as any of them may be supplemented or amended in the future (the "Governing Documents") create a general plan of development for the Properties which may be supplemented by additional covenants, restrictions, and easements applicable to particular areas within the Properties. In the event of a conflict between or among the Governing Documents and any such additional covenants or easements, or the provisions of any other articles of incorporation, by-laws, rules or policies governing any area within the Properties other than a DCCRO or PCCRO, the Governing Documents shall control. Nothing in this Section shall preclude any DCCRO, PCCRO, Supplemental Declaration or other recorded covenants applicable to any portion of the Properties from containing more restrictive provisions than this Declaration.

ARTICLE II DEFINITIONS

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

- 2.1. Architectural Review Committee or ARC. This term shall have the meaning ascribed thereto in Article IV.
- 2.2. Area of Common Responsibility. The Common Area, together with those areas, if any, which by the terms of this Declaration, any Supplemental Declaration, any plat, any other applicable covenants, or by contract, become the responsibility of the Association.
- 2.3. Articles of Incorporation or Articles. The Articles of Incorporation of AVALON PARK WEST Residential Owners Association, Inc., as filed with the Secretary of State for the State of Florida, a copy of which is attached hereto as Exhibit "D" and made a part hereof by this reference, as the same may be amended, supplemented and/or restated from time to time in the future.
- 2.4. Association. AVALON PARK WEST Residential Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

- 2.5. Attached Unit. A townhome, duplex, city home or other Unit which shares one or more party walls with an adjacent Unit. A fence or wall which runs perpendicular to the side wall of a Unit constructed on a Attached Unit Common Boundary, which connects such Unit to an adjacent Unit which is not constructed on the Attached Unit Common Boundary; and which merely is present for aesthetic purposes, does not render such Units "Attached Units" for purposes of this definition.
- 2.6. AVALON PARK WEST. All property which is now or hereafter made subject to this Declaration or the Commercial Declaration.
- 2.7. Base Assessment. Assessments levied on all Units subject to assessment under Article VIII to fund Operating Expenses for the general expenses and operation of the Association and Reserves, if any.
- 2.8. Board of Directors or Board. The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Florida corporate law.
- 2.9. Builder. Any Person other than the Declarant who (a) holds title to a Unit prior to, during and until completion thereof of construction of a detached or attached residence for a single family (as evidenced by issuance of a certificate of occupancy) and the sale of such detached or attached residence to a third party, (b) is duly licensed, either itself or through an affiliated entity, to perform construction services in the State of Florida, and (c) is approved by the Declarant in writing as a Builder. Each Owner, by acceptance of a deed, acknowledges and agrees that a Builder may have rights and obligations pursuant to a separate written instrument, including without limitation, a PCCRO or a DCCRO, that in addition to, or in lieu of, the rights and obligations provided under the Governing Documents.
- 2.10. By-Laws. The By-Laws of AVALON PARK WEST Residential Owners Association, Inc., a copy of which is attached hereto as Exhibit "E" and made a part hereof by this reference, as it may be amended, supplemented and/or restated from time to time in the future.
- 2.11. CDD. New River Community Development District, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes.
- 2.12. Class "B" Control Period. The period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors as defined in Section 6.4(b) of this Declaration.
- 2.13. Commercial Association. The Avalon Park West Commercial Owners Association, Inc., a not-for-profit corporation formed under the laws of the State of Florida or such other entity now or hereafter created to serve as a mandatory membership owners association governing all or any portion of the commercial properties within the Developable Land.
- 2.14. Commercial Declaration. The Declaration of Covenants, Conditions and Restrictions for Avalon Park West Commercial Properties (or other similar name) now or hereafter recorded among the Public Records and encumbering all or a portion of the Developable Land, and as it may be amended, supplemented and/or restated from time to time in the future.
- 2.15. Commercial Joint Use Agreement. Any Joint Use Agreement between the Commercial

Association and the Association governing the joint use and maintenance of certain facilities described therein, and recorded among the Public Records of Pasco County, Florida.

- 2.16. Common Area. All real and personal property which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners. The term shall include the Exclusive Common Area, as defined below.
- 2.17. [Intentionally Omitted]
- 2.18. Community-Wide Standard. The standard of conduct, maintenance or other activity generally prevailing throughout the Properties as established by the Association. Such standard is expected to evolve over time as development progresses and may be more specifically determined by the Board of Directors, Declarant, or the Architectural Review Committee, if any, established pursuant to Article IV. The standards imposed by this Declaration, including, without limitation, the Use Restrictions and Rules attached hereto as Exhibit "C" and incorporated herein by reference, as the same may be supplemented or amended from time to time, shall be part of the Community-Wide Standard.
- 2.19. Declarant. sitEX NR Holding, LLC, a Florida limited liability company, or any successor, successor-in-title or assign who is expressly assigned any of the rights, duties, responsibilities and obligations of Declarant, as Declarant of this Declaration, pursuant to a recorded instrument executed by the immediately preceding successor, successor-in-title or assign to those rights, duties, responsibilities and obligations, but only to the extent of such assignment.
- 2.20. DCCRO. A declaration of covenants, conditions, restrictions and obligations which may be filed by Declarant against one (1) or more Units to provide additional guidelines, without limitation, for the approval, development, construction, use and sale of residences on the Residential Properties. If any provision of any DCCRO conflicts with a term of this Declaration, or a Supplemental Declaration, the more stringent shall apply.
- 2.21. Deficit. This term shall have the meaning ascribed thereto in Section 8.7(e).
- 2.22. Design Guidelines. The architectural guidelines and procedures, if any, adopted pursuant to Article IV hereof.
- 2.23. Developable Land. All of the real property described on Exhibits "A" and "B" of this Declaration, as it may be amended, whether or not the same has been subjected to this Declaration in accordance with Article IX.
- 2.24. Development Ordinances. (i) MPUD Master Planned Unit Development conditions of approval and Master Development Plan, Rezoning Petition No. 4061 as approved by the Pasco County Board of County Commissioners on December 13, 1988, and subsequent amendments approved on November 15, 1990; March 12, 1991; August 8, 1995; November 14, 2000 and November 18, 2003, are hereby superseded by Rezoning Petition No. 6092; and (ii) Notice of Adoption of the Development Order for the New River Development of Regional Impact recorded January 8, 1992, in Book 2081, Page 1775; and recorded March 25, 1992, in Book 3007, Page 262; Notice of Adoption of Amended Development Order for the New River DRI recorded July 31, 1992, in Book 3052, Page 42 and recorded June 17, 1993, in Book 3163, Page 431, and Assignment of

Permits and Development Rights recorded March 16, 2010 in Book 8259, Page 520, each as amended, supplemented, terminated or modified from time to time.

- 2.25. Excess Funding. This term shall have the meaning ascribed thereto in Section 8.7(e).
- 2.26. Exclusive Common Area. A portion of the Common Area intended for the exclusive use or primary benefit of one (1) or more, but less than all, Units, as more particularly described in Article XII.
- 2.27. Governing Documents. This term shall have the meaning ascribed thereto in Section 1.2 hereof.
- 2.28. Reserved.
- 2.29. Master Plan. The land use plan for the development of the AVALON PARK WEST community included in the Development Ordinance as it may be amended, which plan includes the property described on "Exhibit A" and may include all or a portion of the property described on Exhibit "B" which Declarant may from time to time anticipate subjecting to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property described on Exhibit "B" from the Master Plan bar its later annexation in accordance with Article IX. The Master Plan is subject to change (including material changes) at any time and from time to time, without notice and such change may increase or decrease the number of Units.
- 2.30. Member. A Person entitled to membership in the Association, as provided in Section 6.2.
- 2.31. Mortgage. A mortgage, a deed of trust, a deed to secure debt or any other form of security instrument affecting title to a Unit.
- 2.32. Mortgagee. An institutional or governmental holder of a mortgage which makes, holds, insures or guarantees mortgage loans in the ordinary course of its business.
- 2.33. Neighborhood. Any of the several areas into which the Properties may be divided for purposes of additional self-governance using a Neighborhood Association.
- 2.34. Neighborhood Association. Any condominium association, as defined by Chapter 718, Florida Statutes, or homeowners' association, as defined by Chapter 720, Florida Statutes, having authority to administer additional covenants applicable to a particular Neighborhood. Nothing in this Declaration requires the creation of a Neighborhood Association. The jurisdiction of any Neighborhood Association shall be subordinate to that of the Association. So long as the Class "B" Member owns any portion of the Properties, no Neighborhood Association may be formed without the express written consent of the Class "B" Member.
- 2.35. Neighborhood Property. The common elements of any condominium development and any property owned by any Neighborhood Association.
- 2.36. NR Joint Use Agreement. Any Joint Use Agreement between the New River Homeowner's Association and the Association governing the joint use and maintenance of certain facilities described therein, and recorded among the Public Records of Pasco County, Florida.

- 2.37. New River Property. The real property which is now or hereafter subject to the New River Declaration.
- 2.38. Operating Expenses. Operating Expenses may include, without limitation, costs of ownership, operation, and administration of the Common Areas; all amounts payable by Association under any contract entered into by the Association; all amounts payable in connection with any private street lighting agreement between Association and a public utility provider; amounts payable to a telecommunications provider for telecommunications services furnished to Owners; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Expenses by Association. By way of example, and not of limitation, Operating Expenses shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves.
- 2.39. Overall Benefit Property or OPB. Real property of community-wide function, whether owned by the Association, the Commercial Association or any other entity. Overall Benefit Property may only be designated as such by (i) Declarant during the Class "B" Control Period, or (ii) Declarant at any time it conveys a parcel of real property to either the Association, the Commercial Association or any other entity, or (iii) by joint action of the Association and the Commercial Association from and after the end of the Class "B" Control Period. It shall be the obligation of the owner of the OPB to maintain individual OBP facilities that each may own, with a contribution by each Association to the cost thereof as hereinafter provided.
- 2.40. Owner. One or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.
- 2.41. PCCRO. Declaration of Perpetual Covenants, Conditions, Restrictions and Obligations which may be recorded by Declarant against one (1) or more Units to provide additional guidelines, without limitation, relating to the approval, design, construction, renovation, repair or reconstruction of structures and other improvements on the Residential Properties. In the event of a conflict between this Declaration, any Supplemental Declaration, and the applicable PCCRO, the more stringent shall apply.
- 2.42. Person. A natural person, a corporation, a partnership, a trust or any other legal entity.
- 2.43. Project. All of that certain real property situated in Pasco County that is the subject of the Development Ordinances, as amended from time to time, excluding, however, the New River Property.
- 2.44. Properties or Residential Properties. The real property described in Exhibit "A", together with such additional property as is subjected to this Declaration in accordance with Article IX.
- 2.45. Reserves. The term "Reserves" shall have the meaning set forth in Section 8.1(a) hereof
- 2.46. Residential Share. The portion of the costs, fees, charges and other amounts due to the Commercial Association from the Association under any Commercial Joint Use Agreement.

- 2.47. Service Area. Two (2) or more Units to which an Exclusive Common Area is assigned, as described in Article XII, or which receive benefits or services from the Association which are not provided to all Units, as described in Section 7.13. A Unit may be part of more than one (1) Service Area, and Service Areas may overlap. Where the context permits or requires, the term "Service Area" shall also refer to the Service Area Committee, if any, established in accordance with the By-Laws to act as a liaison between the Board and the Owners of Units within a particular Service Area.
- 2.48. Service Area Assessments. Assessments levied against the Units in a particular Service Area to fund Service Area Operating Expenses, as described in Section 8.2, and Service Area Reserves (if any), as described in Section 8.3.
- 2.49. Service Area Operating Expenses. The actual or estimated expenses incurred or anticipated to be incurred by the Association for the benefit of the Owners and occupants of Units within a particular Service Area. Notwithstanding anything to the contrary herein, Service Area Operating Expenses shall not include Service Area Reserves.
- 2.50. Service Area Reserves. The term "Service Area Reserves" shall have the meaning set forth in Section 8.2(a) hereof.
- 2.51. Special Assessment. Assessments levied in accordance with Section 8.4.
- 2.52. Specific Assessment. Assessments levied in accordance with Section 8.5.
- 2.53. Supplemental Declaration. An amendment or supplement to this Declaration filed in the Public Records for such purposes as this Declaration may provide.
- 2.54. Unit. A portion of the Properties, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as an attached or detached residence for a single family; provided, a Garage Apartment (as defined in Section 4(a) 6 of Exhibit "C") or similar accessory structure on a lot containing living quarters in addition to the primary dwelling on such lot (and under common ownership) shall not be deemed a separate Unit. The term shall refer to the land, if any, which is part of the Unit and any improvements thereon. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units allocated (on a per acre basis) to such parcel in this Declaration, or in any applicable Supplemental Declaration, or in the DCCRO or PCCRO recorded against such parcel of land, until such time as a subdivision plat or condominium instrument is filed of record on all or a portion of the parcel. After recordation of such a plat or condominium instrument, the number of Units on the land shown on such plat or condominium instrument shall be determined as provided in the preceding paragraph, and the number of Units on the remaining land within the parcel, if any, shall continue to be determined in accordance with this paragraph.

The term "Unit" shall not include Common Area or Neighborhood Property.

- 2.55. Use Restrictions and Rules. The use restrictions and rules of the Association set forth on Exhibit "C", as they may be supplemented, modified and repealed pursuant to Article III.

- 2.56. Voting Interest. The appurtenant vote of each Unit located within the Properties, which shall include the voting interests of the Declarant.
- 2.57. Work. Any grading, staking, clearing, excavation, site work, planting or removal of plants, trees, shrubs or other landscaping materials, or construction, installation or material modification or betterment (including painting) of any structures or other improvements on a Unit or the addition of any structures or other improvements visible from the outside of the Unit.

ARTICLE III USE AND CONDUCT

3.1. Framework for Regulation.

- (a) Declarant has established a general plan of development for the Properties as a master planned community in order to enhance all Owners' quality of life and collective interests, the aesthetics and environment within the Properties, and the vitality of and sense of community within the Properties, all subject to the Board's and the Members' ability to respond to changes in circumstances, conditions, needs and desires within the community. The Properties are subject to the land development, architectural and design provisions described in Article IV, the other provisions of this Declaration governing individual conduct and uses of or actions upon the Properties, and the guidelines, rules and restrictions promulgated pursuant to this Article, all of which establish affirmative and negative covenants, easements and restrictions on the Properties.
- (b) All provisions of the Governing Documents shall apply to all Owners, tenants, occupants, guests and invitees of any Unit. Each Owner shall be responsible for inserting a provision in any lease of its Unit informing the lessees and all occupants of the Unit of the Governing Documents; however, failure to include such a provision in the lease shall not relieve any Person of responsibility for complying with the Governing Documents.

3.2. Rulemaking Authority.

- (a) The existing Use Restrictions and Rules applicable to all of the Properties are attached as Exhibit "C" to this Declaration. Subject to the terms of this Article and Section 10.5 below, such existing Use Restrictions and Rules may be supplemented, modified in whole or in part, repealed or expanded by the Board of Directors in accordance with its duty to exercise business judgment on behalf of the Association and its Members. The Board may adopt rules which supplement, modify, cancel, repeal, limit, create exceptions to or expand the Use Restrictions and Rules.
- (b) Notwithstanding the above, after termination of the Class "B" Membership, no amendment to or modification of any Use Restrictions and Rules shall be effective against any property owned by Declarant without prior notice to and the written approval of Declarant so long as Declarant owns any portion of the Developable Land. Moreover, no rule or action by the Association or Board shall impede Declarant's rights to develop the Properties.
- (c) Except as set forth in Exhibit "C", nothing in this Article shall, without the approval of the Declarant, authorize the Board or the Members to adopt rules conflicting with the Design Guidelines or addressing matters of architectural control, which shall be governed by the Design Guidelines and controls described in Article IV, subject to the rights of the Declarant expressed in Article IV.

- 3.3. Owners' Acknowledgement and Notice to Purchasers. All Owners and occupants of Units are given notice that use of their Units is limited by the Use Restrictions and Rules as they may be changed in accordance with this Declaration. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by this provision and that the Use Restrictions and Rules may change from time to time.

ARTICLE IV **ARCHITECTURE AND LANDSCAPING**

4.1. Applicability.

- (a) Declarant has, or intends to, reserve rights of architectural review and approval, including, but not limited to, review and approval of the location, size, type, and appearance of any structure or other improvement on a Unit, and enforcement of such rights ("Architectural Rights") over all portions of the Properties pursuant to a PCCRO, DCCRO or other, separate recorded instrument (all such PCCROs, DCCROs and other recorded instruments are collectively referred to as "Independent Architectural Approval Reservations" or "IAARs"). All such IAARs shall preempt the authority granted to the Association in this Article and shall control as to any matter within the scope of this Article, and this Article shall have no force or effect as to such portion of the Properties unless no IAAR exists on such portion of the Properties, or any such IAAR expires, is terminated or is released, or any such IAAR is rendered invalid or unenforceable by a court of competent jurisdiction (any of the foregoing circumstances shall be referred to herein as the "Absence of an IAAR"), in which events, the Association shall perform architectural review, approval and enforcement of such rights within the scope of this Article as amended or supplemented from time to time.
- (b) If, in the future, Declarant desires to assign some or all of the Architectural Rights under any of the IAARs to the Association, the Association shall accept such assignment and shall perform the duties and responsibilities of those rights pursuant to the terms set forth in such IAARs which, in such event, shall continue to preempt the authority granted to the Association in this Article as provided above.
- (c) Each Owner and Neighborhood Association agrees that no Work shall be commenced on such Owner's Unit, or on Neighborhood Property, unless and until such Owner or Neighborhood Association receives written approval for such Work pursuant to this Article either from the Association or the Declarant, as applicable.
- (d) This Article shall not apply to the activities of Declarant.
- (e) This Article may not be amended without the written consent of Declarant so long as Declarant owns any of the property described in Exhibits "A" or "B".

4.2. Architectural Review. In the absence of an IAAR on any portion of the Properties, the following provisions shall govern the architectural review process for such portion of the Properties:

- (a) Declarant Review.

- (1) Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Properties, and each Neighborhood Association acknowledges that, as the developer of the Properties and as an Owner of significant portions of the Properties as well as other real estate within the vicinity of the Properties, Declarant has a substantial interest in ensuring that the improvements within the Properties enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell or lease its property. Therefore, each Owner agrees that no Work shall be commenced on such Owner's Unit unless and until Declarant has given its prior written approval for such Work, which approval may be granted or withheld in Declarant's sole discretion. In addition to the above, all Owners and Neighborhood Associations also agree that no Work shall be commenced on any Neighborhood Property unless and until Declarant has given its prior written approval for such Work, which approval may be granted or withheld in Declarant's sole discretion. In reviewing and acting upon any request for approval, Declarant shall be acting in its own interest and shall owe no duty to any other Person. The Declarant's rights to approve Work as under this Section 4.2(a) is subject to the requirements of Chapter 720, Florida Statutes, as amended from time to time, which shall be construed as narrowly as possible to give this Section 4.2(a) its full intent.
- (2) The rights reserved to Declarant under this Article shall continue so long as Declarant owns any portion of the property described in Exhibits "A" or "B" unless earlier terminated in a written instrument executed by Declarant and recorded in the Public Records.

(b) Architectural Review Committee.

- (1) Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article or other recorded instruments to an architectural review committee appointed by the Association's Board of Directors (the "Architectural Review Committee" or "ARC"), subject to (i) the right of Declarant to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated, and (ii) the right of Declarant to veto any decision of the ARC which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of the ARC shall be limited to such matters as are specifically delegated to it by Declarant. Unless and until such time as Declarant delegates all or a portion of its reserved rights, the Association shall have no jurisdiction over architectural matters; upon any such delegation, the ARC shall accept and exercise the jurisdiction so delegated in accordance with this Article.
- (2) Upon expiration or termination of Declarant's rights under this Article, the Association shall assume jurisdiction over architectural matters hereunder and the Association, acting through the ARC, shall be entitled to exercise all powers previously reserved to Declarant under this Article; provided, however, in exercising the discretion previously reserved to Declarant, the Association and the ARC shall act in the interest of the Association membership.
- (3) The ARC, if and when appointed, shall consist of three (3) or five (5) persons who shall serve and may be removed and replaced in the Board's discretion. The members of the

ARC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. In addition, the ARC may, with prior approval of the Board, retain architects, engineers or other professionals to assist in the review of any application and the Association may charge any fees incurred for such assistance to the applicant.

4.3. Guidelines and Procedures. In the absence of an IAAR, the following provisions shall govern the architectural review process for such Properties:

(a) Design Guidelines.

- (1) Declarant, or to the extent that the ARC has jurisdiction hereunder, the ARC, subject to the review and approval of the Board in the case of the ARC (the entity having jurisdiction at any particular time is referred to in this Article as the "reviewing entity"), may, but shall not be required to, establish design and construction guidelines and review procedures (the "Design Guidelines") to provide guidance to Owners and Neighborhood Associations regarding matters of particular concern to the reviewing entity in considering applications for architectural approval. Any such Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon the location, type of construction or use and unique characteristics of the property.
- (2) Any Design Guidelines adopted pursuant to this Section, or otherwise promulgated by Declarant, shall be subject to amendment from time to time in the sole discretion of the entity adopting or promulgating them. Amendments to the Design Guidelines shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; amendments may remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive in whole or in part.
- (3) The reviewing entity shall make copies of the Design Guidelines, if any, available to Owners and Neighborhood Associations who seek to engage in construction within the Properties, and may charge a reasonable fee to cover its printing costs.

(b) Procedures.

- (1) Prior to commencing any Work for which review and approval is required under this Article, an application for approval of such Work shall be submitted to the reviewing entity in such form as may be required by the reviewing entity or the Design Guidelines. The application shall include plans showing the site layout, exterior elevations, exterior materials and colors, landscaping, drainage, lighting, irrigation and other features of the proposed construction, as required by the Design Guidelines and as applicable. The reviewing entity may require the submission of such additional information as it deems

necessary to consider any application.

- (2) The reviewing entity may consider (but shall not be restricted to consideration of) visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plant life, compliance with the general intent of the Design Guidelines, if any, and architectural merit. Decisions may be based on purely aesthetic considerations. Each Owner and Neighborhood Association acknowledges that determination as to such matters is purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.
- (3) The reviewing entity shall, within thirty (30) days after receipt of each submission of the plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) the approval of Plans, or (ii) the disapproval of such Plans, specifying the segments or features of the Plans which are objectionable and suggestions, if any, for the curing of such objections. In the event the reviewing entity fails to advise the submitting party by written notice within the time set forth above for either the approval or disapproval of the plans, the applicant may give the reviewing entity written notice of such failure to respond, stating that unless the reviewing entity responds within ten (10) days of receipt of such notice, approval shall be deemed granted. Upon such further failure, approval shall be deemed to have been given, subject to the right of Declarant to veto approvals by the ARC as set forth in this Article. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the provisions of this Declaration or the Design Guidelines, if any, unless a variance has been granted in writing pursuant to Section 4.5. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery.
- (4) Within three (3) business days after the ARC has approved any application relating to proposed Work within the scope of matters delegated to the ARC by Declarant, the ARC shall give written notice to Declarant of such action, together with such other information as Declarant may require. Declarant shall have ten (10) days after receipt of such notice to veto any such action, in its sole discretion, by written notice to the ARC and the applicant.
- (5) If construction does not commence on any Work for which approval has been granted within twelve (12) months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner or Neighborhood Association to resubmit the Plans for reconsideration in accordance with such Design Guidelines as are then in effect prior to commencing such Work. All Work shall be completed within two (2) years of commencement or such other period as may be specified in the notice of approval, unless completion is delayed due to causes beyond the reasonable control of the Owner or Neighborhood Association, as determined in the sole discretion of the reviewing entity.

4.4. No Waiver of Future Approvals. Each Owner and Neighborhood Association acknowledges that the persons reviewing applications under this Article will change from time to time and that

decisions regarding aesthetic matters and interpretation and application of the Design Guidelines, if any, may vary accordingly. In addition, each Owner and Neighborhood Association acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the reviewing entity may refuse to approve similar proposals in the future. Approval of proposals, plans and specifications, or drawings for any Work done or proposed, or in connection with any matter requiring approval, shall not be deemed a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters whatever subsequently or additionally submitted for approval.

- 4.5. Variances. The reviewing entity may, but shall not be required to, authorize variances from compliance with any of the provisions of the Design Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, or when architectural merit warrants such variance, as it may determine in its sole discretion. Such variances shall be granted only when, in the sole judgment of the reviewing entity, unique circumstances exist, and no Owner or Neighborhood Association shall have any right to demand or obtain a variance. No variance shall (a) be effective unless in writing, (b) be contrary to this Declaration, or (c) stop the reviewing entity from denying a variance in other circumstances.
- 4.6. Limitation of Liability. The standards and procedures established by this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Properties but shall not create any duty on any person charged with review of the same. Neither Declarant nor the ARC shall bear any responsibility for ensuring structural integrity or soundness, or compliance with building codes and other governmental requirements, or ensuring that structures on Units are located so as to avoid impairing views or other negative impact on neighboring Units. No representation is made that all structures and improvements constructed within the Properties are or will be of comparable quality, value, size or design. Neither Declarant, the Association, the Board, the ARC, nor any member of any of the foregoing, shall be held liable for soil conditions, drainage problems or other general site work, nor for defects in any plans or specifications submitted, nor for any structural or other defects in work done according to approved plans, nor for any injury, damages or loss arising out of the manner, design or quality of approved construction or modifications to any Units or any common elements of any condominium or similar community.
- 4.7. Enforcement.
- (a) Any Work performed in violation of this Article or in a manner inconsistent with the approved Plans shall be deemed to be nonconforming. Upon written request from Declarant, the Association, the Board or the ARC, Owners and Neighborhood Associations shall, at their own cost and expense, remove any nonconforming structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming Work. Should an Owner or Neighborhood Association fail to take such corrective action as specified in the notice of violation within thirty (30) days after the date of the notice, Declarant, the Board, or their designees, in addition to their other enforcement rights, shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass. Upon demand, the Owner or Neighborhood Association shall reimburse all costs incurred by any of the foregoing in exercising its rights under this Section. The Association may assess any costs incurred in taking enforcement action under this Section, together with interest at the maximum rate then allowed

by law, against the benefited Unit, or against all of the Units within a Neighborhood Association (if related to Neighborhood Property), as a Specific Assessment.

- (b) Declarant and the Association, acting separately or jointly, may preclude any contractor, subcontractor, agent, employee or other invitee of an Owner or Neighborhood Association who fails to comply with the terms and provisions of this Article and the Design Guidelines from continuing or performing any further activities in the Properties, subject to the notice and hearing procedures contained in this Declaration. Neither Declarant, the Association, nor their officers, directors or agents shall be held liable to any Person for exercising the rights granted by this paragraph.
 - (c) In addition to the foregoing, the Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the reviewing entities under this Article.
 - (d) After the Association has assumed some or all rights of architectural review pursuant to Section 4.2(b) or any IAAR, in the event that the Association fails to take enforcement action within thirty (30) days after receipt of a written demand from Declarant identifying the violator and specifying the nature of the violation, then the Association shall reimburse Declarant for all costs reasonably incurred by Declarant in taking enforcement action with respect to such violators, if Declarant prevails in such action.
- 4.8. Builders. A Builder may submit to the reviewing entity its proposed package for the model or models which Builder proposes to construct within AVALON PARK WEST, including, without limitation, floor plans, elevations, landscaping and irrigation package and such other items as the reviewing entity may require. The reviewing entity shall review the completed model package in accordance with the requirements of Section 4.3(b) hereof. Upon approval of a complete model package, the Builder may construct the approved model package on any Unit owned by such Builder within the Properties upon five (5) days notice to the reviewing entity of its intent to begin such construction. No approval of a model package may be withdrawn by the reviewing entity except upon thirty (30) days prior written notice, and any such model which a Builder has commenced construction of, or is bound by contract to construct prior to the expiration of the said thirty (30) days, shall be deemed an approved project.

ARTICLE V

MAINTENANCE, REPAIR AND INSURANCE

- 5.1. Maintenance of Units and Neighborhood Property.
- (a) Except as otherwise provided in this Declaration, each Owner shall maintain his or her Unit and all structures, parking areas, landscaping and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood Association. To the extent such responsibility is assumed or assigned to a Neighborhood Association, it shall maintain such areas and property in a manner consistent with the Community-Wide Standard.
 - (b) Each Neighborhood Association shall maintain the Neighborhood Property and all property,

structures, parking areas, landscaping and other improvements comprising the Neighborhood Property in a manner consistent with the Community-Wide Standard.

- (c) In addition to any other enforcement rights, if an Owner or Neighborhood Association fails to properly perform his, her or its maintenance responsibilities under this Section 5.1, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association as a result thereof against the benefited Unit(s) and its Owner(s) as a Specific Assessment in accordance with Section 8.5. In the event of a failure of a Neighborhood Association to properly perform its maintenance responsibilities, any resultant assessment may be imposed against all Units under the jurisdiction of such Neighborhood Association as a Specific Assessment in accordance with Section 8.5. The right of the Association to enter any Unit to perform such maintenance is granted to the Association pursuant to Section 11.5 hereof. The Association shall afford the Owner or Neighborhood Association at least fourteen (14) days notice and opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.2. Maintenance of Other Property.

- (a) Except as otherwise provided herein, each Owner or Neighborhood Association shall also maintain, mow, irrigate, prune and replace all landscaping (including, without limitation, all sod and trees) lying within the right-of-way of adjacent public streets (including streets owned by the CDD), private streets, lakes and ponds, and alleys between the Unit boundary and the curb of such public street, private street or alley, and between the Unit boundary and any adjacent easements for pedestrian paths or sidewalks, and between the Unit boundary and the waters of any lake or pond, in a manner consistent with the Community-Wide Standard unless responsibility for maintaining such areas has been assigned to or assumed by the Association. If such areas are adjacent to a condominium, the applicable Neighborhood Association shall be responsible for the above obligations, or if such areas are adjacent to Attached Units, the applicable Service Area shall be responsible for the above obligations.
- (b) In addition to any other enforcement rights, if an Owner or Neighborhood Association fails to properly perform his, her or its maintenance responsibilities under this Section 5.2, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association as a result thereof against the benefited Unit(s) and its Owner(s) in accordance with Section 8.5. In the event of a failure of a Neighborhood Association to properly perform its maintenance responsibilities, any resultant assessment may be imposed against all Units under the jurisdiction of such Neighborhood Association as provided in Section 8.5. The right of the Association to enter any Unit to perform such maintenance is granted to the Association pursuant to Section 11.5 hereof. The Association shall afford the Owner or Neighborhood Association at least fourteen (14) days notice and opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.3. Responsibility for Insurance, Repair and Replacement.

- (a) Each Owner shall be responsible for obtaining and maintaining property insurance on all insurable improvements on his or her Unit, unless a Neighborhood Association of which the Unit is a part is obligated to do so or the Association carries such insurance (which it may but is not obligated to do hereunder). If the Association assumes responsibility for obtaining any insurance

coverage on behalf of Owners hereunder, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Unit(s) and its Owner(s) pursuant to Section 8.5.

- (b) Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with an IAAR or Article IV of this Declaration, whichever is applicable (the "Required Repair"). Alternatively, the Owner may elect to clear the Unit of all debris and ruins and maintain the Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standard (the "Required Demolition"). The Owner shall pay any costs which are not covered by insurance proceeds. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Unit and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion, subject to extension if required by law. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion, subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Unit within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.
 - (c) Each Owner shall also maintain liability insurance to fund its obligation to indemnify the Association and the Joint Committee pursuant to Section 7.5.
 - (d) The requirements of this Section shall apply to any Neighborhood Association responsible for any portion of the Properties in the same manner as if it was an Owner and such property was a Unit. Additional recorded covenants applicable to any portion of the Properties may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing structures on the Units within such portion of the Properties and for clearing and maintaining such Units in the event the structures are not rebuilt or reconstructed.
 - (e) Notwithstanding any provision to the contrary contained herein or in any other Governing Document, neither the Association nor the Declarant shall be responsible for ensuring or confirming compliance with the insurance provisions contained herein, it being acknowledged by all Owners of Units that such monitoring would be unnecessarily expensive and difficult. Moreover, neither the Association nor the Declarant shall be liable in any manner whatsoever for failure of a Unit Owner to comply with this Section 5.3.
- 5.4. Standard of Performance. Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed, as well as such other duties, which may include irrigation, as

the Board may determine necessary or appropriate to satisfy the Community-Wide Standard. All maintenance and irrigation shall be performed in a manner consistent with the Community-Wide Standard, all applicable covenants, and the requirements and restrictions set forth in the Development Ordinance.

5.5. Notice to Owners of Attached Units.

- (a) Notice is hereby given to each Owner of an Attached Unit that the Association shall provide maintenance and other services to Attached Units as set forth in this Declaration, as amended from time to time, and the cost of providing these services shall be assessed against each Attached Unit as a Service Area Assessment. Each Owner is advised to thoroughly review the applicable provisions in this Declaration to ascertain the extent of the Association's maintenance responsibilities. The Association's maintenance responsibilities do not include making exterior or interior inspections of any portion of an Attached Unit or any improvements thereon to determine whether any conditions requiring maintenance exist. It is each Owner's responsibility to make periodic inspections of exterior and interior portions of its Attached Unit and all improvements thereon to determine whether any maintenance is required by the Association and to report to the Association any conditions found to require maintenance.
- (b) While the Association has agreed to provide certain maintenance services to Attached Units as set forth in this Declaration, the Association is not a guarantor of the condition of any Attached Unit or any improvements thereon or attached thereto. In the event that any damage or injury occurs to any Owner or occupant of an Attached Unit as a result of the failure of the Association to perform such maintenance, the Association's liability shall be limited to performing the maintenance otherwise required by this Declaration, and the Association shall not be responsible for consequential damages, personal injury or punitive damages of any kind. Builders may have provided Owners with warranties that extend for some period of time after completion of the improvements on each Attached Unit. In the event that repairs may be necessary during the warranty period, Owners are advised to first contact their Builders to determine whether the repairs are covered by any existing warranties.
- (c) The Association shall not, in any event, be responsible for any mold, mildew or other similar damage that may arise in any improvements on an Attached Unit as a result of any leaks, condensation or other condition, even if such condition is caused by a failure of the Association to conduct maintenance otherwise required by the terms of this Declaration.

ARTICLE VI
THE ASSOCIATION AND ITS MEMBERS

6.1. Function of Association.

- (a) The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area. The Association shall be the primary entity responsible for enforcement of this Declaration, each Supplemental Declaration, the Articles of Incorporation, the By-Laws, and such Use Restrictions and Rules of the Association as may be adopted from time to time. In the absence of an IAAR, or upon assignment to the Association by Declarant of some or all of its Architectural Rights under the IAARs, the Association shall also be responsible

for administering and enforcing the architectural standards and controls set forth in this Declaration or in such IAARs, whichever is applicable, and the Design Guidelines. The Association shall perform its functions in accordance with this Declaration, the By-Laws, the Articles and Florida law.

6.2. Membership.

- (a) Every Owner shall be a Member of the Association. There shall be only one (1) vote per Unit. If a Unit is owned by more than one (1) Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(c) and in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The vote for any Unit shall be exercised as such Persons determine, but in no event shall more than one (1) vote be cast with respect to any Unit.
- (b) The membership rights and privileges of an Owner who is a natural person may be exercised by the Member or the Member's spouse. The membership rights of an Owner which is a corporation, partnership or other legal entity may be exercised by any officer, director, partner or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the secretary of the Association.

6.3. Classes of Membership and Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

- (a) Class "A". Class "A" Members shall all be Owners including Builders but excluding the Declarant, except as provided in Subsection 6.3(b)(1). Each Class "A" Member shall have one (1) vote for each Unit which they own; provided, however, there shall only be one (1) vote per Unit. Notwithstanding the foregoing, no votes shall be exercised on account of any property which is exempt from assessment under Section 8.10.
- (b) Class "B". The sole Class "B" Member shall be Declarant. Prior to termination of the Class "B" Membership, the Class "B" Member shall have nine (9) votes for each Unit which it owns. Upon termination of the Class "B" membership, the Declarant shall be a Class "A" Member from time to time, if it owns any Units, and shall be entitled to one Class "A" vote for each Unit which it owns. In addition, Declarant's consent shall be required for various actions of the Board, membership and committees as specifically provided elsewhere in the Governing Documents. The Class "B" Control Period shall terminate when the Declarant is no longer permitted under Chapter 720, Florida Statutes, to appoint a majority of the members of the Board of Directors or such earlier date when, in its discretion, the Class "B" Member so determines and declares in a recorded instrument. After termination of the Class "B" Control Period, Declarant shall continue to have a right to disapprove actions of the Association, the Board, and any committee, as provided in Section 3.3.3 of the By-Laws.
- (c) Exercise of Voting Rights. If there is more than one (1) Owner of a particular Unit, the vote for such Unit shall be exercised as such co-Owners determine among themselves and advise the secretary of the Association in writing prior to the close of balloting. Absent such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

ARTICLE VII

ASSOCIATION POWERS AND RESPONSIBILITIES

- 7.1. Acceptance and Control of Association Property. The Association may acquire, hold and dispose of tangible and intangible personal property and real property, including, without limitation, Overall Benefit Property ("OBP"). Declarant and its designees may convey to the Association improved or unimproved real estate located within the properties described in Exhibits "A" or "B", personal property and leasehold and other property interests, including, without limitation, Overall Benefit Property. Such property shall be accepted by the Association and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association; provided, however, certain property may be conveyed to the Association for the joint use of Owners and the Commercial Association pursuant to a Joint Use Agreement, whereupon the owner of such property shall maintain such property for the mutual benefit of the Owners and the Commercial Association.
- 7.2. Maintenance of Common Area and Area of Common Responsibility.
- (a) Except to the extent that responsibility therefor has been assigned to or assumed by the CDD, or the Owners of adjacent Units, or Neighborhood Associations pursuant to Section 5.2, and except to the extent that such responsibility therefor has been assigned to or assumed by a Service Area pursuant to Section 7.13, the Association shall maintain, manage and control the Common Area and Area of Common Responsibility, and all improvements thereon (including, without limitation, furnishings, equipment, and common landscaped areas), and shall keep it in good clean, attractive, and sanitary condition, order, and repair, consistent with this Declaration, the Community-Wide Standard and the Development Ordinance, which shall include, but need not be limited to:
- (1) All landscaping and other flora, parks, lakes, signage, structures, and improvements, including any private streets, and bike and pedestrian pathways/trails, situated upon the Common Area;
 - (2) Landscaping, sidewalks, streetlights and signage within public rights-of-way within or abutting the Properties, and landscaping and other flora within any public utility easement within the Properties (subject to the terms of any easement agreement relating thereto), except to the extent that responsibility therefor has been assigned to or assumed by the CDD or the Owners of adjacent Units pursuant to Section 5.1, any subdivision plat of the Properties, and any of the Governing Documents;
 - (3) Such portions of any additional property as may be included within the Area of Common Responsibility pursuant to this Declaration, any Supplemental Declaration, or any agreement for maintenance entered into by the Association;
 - (4) All ponds, streams and/or wetlands located within the Properties which serve as a part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in

connection therewith, except to the extent that responsibility therefor has been assigned to or assumed by the CDD; and

- (5) Any property and facilities owned by Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and some or all of its Members, such property and facilities to be identified by written notice from Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.
- (b) There are hereby reserved to the Association easements over the Properties as necessary to enable the Association to fulfill its responsibilities under this Section. The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any reasonable periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless seventy-five percent (75%) of the Class "A" Voting Interests and the Class "B" Member, if any, agree in writing to discontinue such operation. However, the Association, acting through the Board, may temporarily close any portion of the Common Area and any street or roadway or portion thereof (subject to the Association obtaining all necessary governmental approvals) to control traffic or traffic flow, or to hold events, block parties, neighborhood watch gatherings, or for similar purposes for the benefit of the Members, without approval of the membership.
- (c) The Association may assume maintenance responsibility for property within any Service Area either by agreement with the Service Area or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. All costs of maintenance pursuant to this paragraph shall be assessed as a Service Area Assessment in accordance with Section 8.2 of this Declaration. The provision of services in accordance with this Section shall not constitute discrimination within a class.
- (d) The Association may maintain other property which it does not own, including, without limitation, publicly-owned property and other property dedicated to public use, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.
- (e) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Area and Area of Common Responsibility shall be a Operating Expense to be allocated among all Units as part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Area shall be a Service Area Operating Expense assessed against the Service Area(s) to which the Exclusive Common Area is assigned, notwithstanding that the Association may be responsible for performing such maintenance.
- (f) After termination of the Class "B" Control Period, if the Association fails to properly perform its maintenance responsibilities hereunder, Declarant may, upon not less than ten (10) days notice and opportunity to cure such failure, cause such maintenance to be performed and in such event, shall be entitled to reimbursement from the Association for all costs incurred, plus a ten percent (10%) fee.

7.3. Insurance.

- (a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:
- (1) Blanket property insurance covering "risks of direct physical loss" for all insurable improvements on the Common Area, if any, and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. The Association shall have the authority to and interest in insuring any privately or publicly owned property for which the Association has maintenance or repair responsibility. Such property shall include, by way of illustration and not limitation, any insurable improvements on or related to parks, rights-of-way, medians, easements and walkways, which the Association is obligated to maintain. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements;
 - (2) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including both primary and any umbrella policies) shall have a limit of at least TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) per occurrence with respect to bodily injury, personal injury and property damage; provided, should additional coverage and higher limits be available at reasonable cost which the Board, in the exercise of its business judgment, deems advisable, the Association shall obtain such additional coverages or limits;
 - (3) Workers compensation insurance and employers liability insurance, to the extent required by law;
 - (4) Directors and officers liability coverage;
 - (5) Fidelity insurance covering all persons responsible for handling Association funds in an amount determined in the Board's best business judgment. Fidelity insurance policies shall include coverage for officers, directors and other persons serving without compensation; and
 - (6) Such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance, boiler and machinery insurance and building ordinance coverage.
 - (7) Any time a Service Area is created, unless otherwise provided in the Supplemental Declaration creating such Service Area, if applicable, all Owners within such Service Area shall name the Association as an additional insured under any casualty policy of insurance which provides coverage for any property for which the Association is responsible. In addition, the Association may obtain additional insurance at the expense

of the Owners within the Service Area if it feels the coverage otherwise maintained is insufficient.

- (8) Premiums for all insurance on the Area of Common Responsibility shall be Operating Expenses and shall be included in the Base Assessment, except that (i) premiums for property insurance obtained on behalf of a Service Area shall be charged to the Owners of Units within the benefited Service Area as a Service Area Assessment; and (ii) premiums for insurance on Exclusive Common Area may be included in the Service Area Assessment of the Service Area(s) benefited unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate.

(b) Policy Requirements.

- (1) All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon reasonable request, to the Owner of any insured Unit.
- (2) The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss to an Area of Common Responsibility (excluding an Exclusive Common Area), the deductible shall be treated as a Operating Expense in the same manner as the premiums for the applicable insurance coverage, or, for an insured loss in an Exclusive Common Area, in the manner described in this Declaration relating to the Service Area benefited by such Exclusive Common Area. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Section 15.5 of this Declaration, that the loss is the result of the negligence or willful misconduct of one (1) or more Owners, their guests, invitees or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Unit(s) pursuant to Section 8.5.
- (3) The policies described in Subsections 7.3(a)(2) shall also name Declarant and its partners, officers, directors, employees and agents as additional insureds; provided, however, if naming such Persons as additional insureds results in an increase of the premiums for such policies, then any such additional insured may, at its option, pay for such additional premium or waive its right to be named as an additional insured on such policies.

(c) Damage and Destruction.

- (1) Immediately after damage or destruction to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.
- (2) Any damage to or destruction of the Common Area shall be repaired or reconstructed unless Members representing at least seventy-five percent (75%) of the total Class "A" Voting Interests and the Class "B" Member, if any, decide within sixty (60) days after the

loss not to repair or reconstruct.

- (3) If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.
- (4) If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.
- (5) Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association or the Service Area, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Unit.
- (6) If insurance proceeds received, after application of any applicable deductible, are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members but subject to applicable law, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3(a).

- (d) Conflicts. In the event there is any conflict between the provisions of this Section 7.3 and any insurance provisions relating to a Service Area elsewhere in this Declaration, then the insurance provisions relating to such Service Area shall control as to the Units in such Service Area.

7.4. Implied Rights: Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration, the Articles of Incorporation, the By-Laws, or Florida law, along with such rights and privileges which are reasonably necessary to effectuate any such right or privilege and, except as otherwise specifically provided in this Declaration, the Articles of Incorporation, the By-Laws or by Florida law, all rights and powers of the Association may be exercised by the Board without a vote of the membership unless any such right has been reserved to the membership anywhere else in the Governing Documents.

7.5. Indemnification of Officers, Directors and Others.

- (a) The Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited with respect to those actions as to which liability is limited under this Section or Florida law.

- (b) The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made or action taken, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association) and the Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a Operating Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.
- (c) Each Owner shall indemnify and hold harmless the Association from any loss, damages, and expenses, including counsel fees, which they may incur as a result of the failure of such Owner, any occupant of such Owner's Unit, or any contractor, subcontractor, vendor, employee, or agent of such Owner acting within the scope of his contract, agency or employment to comply with this Declaration, any Supplemental Declaration or other covenants applicable to such Owner's Unit, the Design Guidelines, By-Laws and rules of the Association. By way of example and not limitation, an Owner shall be responsible for damages caused to any Common Area or other property owned by the Association by any such occupant, contractor, subcontractor, vendor, employee, or agent of such Owner whether such damages were caused by the negligence of such Persons or not.

7.6. Enhancement of Safety.

- (a) THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTIES DESIGNED TO ENHANCE THE SAFETY OF THE PROPERTIES. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR OF DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTIES, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEMS OR MEASURES CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, ITS OFFICERS, DIRECTORS, AND COMMITTEE MEMBERS, THE COMMERCIAL ASSOCIATION AND ITS OFFICERS AND DIRECTORS, DECLARANT, AND ANY SUCCESSOR OF DECLARANT, ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTIES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS RESULTING FROM ACCIDENTS, ACTS OF GOD AND ACTS OF THIRD PARTIES.
- (b) The Association is authorized, but not obligated, to petition for establishment of the Properties as

a safe neighborhood improvement district pursuant to the Safe Neighborhood Act, §163.501-163.523, et seq., Florida Statutes, and to take any action necessary to qualify for the creation of a safe neighborhood improvement district under such Act. The Association shall have all rights and powers granted to property owners associations under such Act and, upon establishment of a safe neighborhood improvement district, shall assume and perform all obligations imposed by the Act in connection with the operation and administration of such district.

- (c) From time to time, the Association may elect to install video monitoring, alarms and alarm monitoring devices and/or to contract with third parties for the installation, maintenance and/or monitoring of alarms (any such party being referred to herein as a "Third-Party Alarm Company") in Common Area improvements, Exclusive Common Area, Attached Units and other improvements where the Association has agreed to assume certain maintenance responsibilities. Notwithstanding the foregoing, the Association shall have no liability or responsibility to any Owner, tenant, resident, occupant, invitee or guest in the event that such person or entity sustains any injury, damage or loss as a result of any failure of such alarm or alarm monitoring device, or of any Third-Party Alarm Company, nor shall any Owner have any right to bring separate action against any Third-Party Alarm Company for any failure of such Third-Party Alarm Company, or the facilities or systems installed and monitored by such company, to appropriately monitor or function in connection with such loss. Each Owner, by taking title to any of the Properties, hereby agrees on their own behalf, and on behalf of their guests, tenants, invitees and any other persons that may be present on their property from time to time, to indemnify the Association, and further waives and releases any right to bring suit or other action against the Association or any Third-Party Alarm Company. Each Owner shall include in any lease otherwise permitted by the terms of this Declaration similar language to that contained within this Section, or a specific reference to the provisions of this Section, such that such Owner's tenant acknowledges and agrees to be bound by the provisions of this Section; provided, however, failure to do so shall in no way limit the terms of this Section.
- (d) The Association, with or without notice may (but shall not be obligated to) install and operate video surveillance equipment on any portion of the Common Area at any time, the only exception being private areas of restrooms, showers, and dressing rooms in order to help promote the safety and security of people and property. Each Owner, on their own behalf and behalf of all of their guests and invitees, by acceptance of a deed for a Unit, consents to such video surveillance.

7.7. Powers of the Association Relating to Other Associations.

- (a) The Association shall have the power to veto any action taken or contemplated to be taken by a Neighborhood Association which the Board determines to be inconsistent with the Community-Wide Standard or the Governing Documents. The Association also shall have the power to require specific action to be taken by any Neighborhood Association in connection with any of its obligations and responsibilities. Without limiting the generality of the foregoing, the Association may (i) require specific maintenance or repairs or aesthetic changes to be effectuated by the Neighborhood Association, and (ii) require that the Neighborhood Association include certain items within its budget and that specific expenditures be made.
- (b) Any action required by the Association in a written notice pursuant to the foregoing paragraph shall be taken within the time frame set by the Association in such written notice. If the Neighborhood Association fails to comply with the requirements set forth in such written notice,

the Association shall have the right to effect such action on behalf of the Neighborhood Association.

- (c) To cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association, the Association shall assess the Units subject to the jurisdiction of such Neighborhood Association for their pro rata share of any expenses incurred by the Association in taking such action in the manner provided in Section 8.5. Such assessments may be collected as a Specific Assessment hereunder and shall be subject to all lien rights provided for herein.

7.8. Governmental, Educational and Religious Interests. So long as Declarant owns any Developable Land, it may designate sites within the Properties for government, education or religious activities and interests, including, but not limited to, fire, police, utility facilities, schools or education facilities, houses of worship, parks, recreation and other public facilities. The sites may include Common Area and in such case, the Association shall dedicate and convey such sites as directed by Declarant and no membership approval shall be required.

7.9. Volunteer Clearing House.

- (a) One of the important functions of the Association is to encourage and facilitate the organization of volunteer organizations within the community which will serve the interests of community residents as they may be identified from time to time. The Association may maintain a data bank of residents interested in volunteer organizations and may make such data available to volunteer organizations within the community. The Association, by Board resolution, may also establish or support the establishment of charter clubs or other organizations, as it deems appropriate to encourage or facilitate the gathering of Owners and residents of AVALON PARK WEST to pursue common interests or hobbies. Any resolution establishing a charter club shall designate the requirements, if any, for membership therein. The Board may provide for such organizations to be funded by the Association as a Operating Expense subject to such rules regarding participation, area of interest or other matters as the Board, in its discretion, may establish. Any charter club shall operate in accordance with the resolution establishing it.
- (b) The Association, through its bulletin boards and publications, may assist community groups, religious groups, civic groups, youth organizations, support groups, and similar organizations in publicizing their meetings, events, and need for volunteer assistance.
- (c) The nature and extent of any such assistance shall be in the Board's sole discretion. It is not intended that the Association spend its funds for specific advertising or promotion of events of such volunteer groups unless the Board determines that they merit such support as benefiting the entire community. The Association's contribution will be supplemental to funds raised by the volunteer organization. The Association may also coordinate any such community-wide activity and the funding thereof in such manner as the Association determines in its discretion, or as otherwise may be required by this Declaration.

7.10. Assumption of Obligations Under Development Ordinance. Declarant shall have the right to assign to the Association or the Commercial Association, or both, any of its continuing obligations or responsibilities under the Development Ordinance so long as such continuing obligations are not prohibited by Chapter 720, Florida Statutes, and the Association shall accept,

assume and fulfill such obligations and responsibilities.

7.11. Commercial Joint Use Agreements.

Either the Declarant during the Class "B" Control Period or, the Association (at any time) with the written approval of the Declarant (so long as the Declarant owns any property within the areas described on Exhibits "A" and "B") shall have the right to enter into one (1) or more Commercial Joint Use Agreements, the purpose of which shall be to foster a spirit of community for the entire AVALON PARK WEST community and address and promote the joint marketing, joint use, maintenance, cost sharing, and access rights of certain properties within the Developable Land which are or may be designated as OPB. The rights of the Declarant or the Association, as the case may be, to enter into such Commercial Joint Use Agreements and the terms and conditions thereof shall be broadly construed to accomplish the objective of developing a unified project as determined by the Declarant in its sole and absolute discretion. Commercial Joint Use Agreements may address issues which include, but are not limited to, the joint marketing and promotion of the community or an event, the conveyance of easements over Common Areas for access, utilities, signage, events, and stormwater drainage and retention; the right to use certain OPB and the terms and conditions for such use; the maintenance responsibility for OPB and the standard to which such OPB shall be maintained; and the allocation of the cost of maintenance and repair of OPB, the calculation, timing and method of payment of such costs and the remedies for breach thereof.

7.12. Relationship With Tax Exempt Organizations.

(a) Declarant or the Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area to non-profit, tax-exempt organizations, the operation of which confers some benefit upon the Properties, the Association, its Members, or residents. The Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be a Operating Expense and included as a line item in the Association's annual budget. For the purposes of this Section, a "tax exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

(b) The Association may maintain multiple-use facilities within the Properties and allow temporary use by tax-exempt organizations. Such use may be on a scheduled or "first-come, first-serve" basis and shall be subject to such rules, regulations and limitations as the Board, in its sole discretion, adopts concerning such use. A reasonable maintenance and use fee may be charged for the use of such facilities.

7.13. Provision of Services to Service Areas; Service Area Designations. Portions of the Properties may be designated as Service Areas for the purpose of receiving from the Association a higher level of services, special services or other benefits not provided to all Units within the Properties. Service Areas may be designated by Declarant through Supplemental Declarations filed in accordance with Article IX, or may be established by the Board of Directors either (i) on the Board's own accord, or (ii) upon petition of the Owners of ninety percent (90%) of the Units to be included in the proposed Service Area. A Unit may be included in multiple Service Areas established for different purposes. The cost of any special services or benefits, and all

maintenance, repairs and replacements which the Association provides to a Service Area, including, but not limited to, the cost of water and electricity used in connection with the Association's irrigation of landscaping, and the cost of insurance provided by the Association for the benefit of the Service Area, shall be assessed against the Units within such Service Area as a Service Area Assessment in accordance with Section 8.2. Any Service Area established by the Board upon petition of the Owners within such Service Area may be dissolved or its boundary lines changed upon written consent of the Owners of at least seventy-five percent (75%) of the Voting Interests within such Service Area. Any Service Area established by the Board on its own accord may be dissolved or its boundary lines changed by the Board. During the Class "B" Control Period, a Service Area established by Supplemental Declaration may be dissolved, or its boundary lines changed, by recordation of an amendment to such Supplemental Declaration signed by Declarant and the Owner(s) of the affected property, without the joinder or consent of any other Owner. Upon expiration of the Class "B" Control Period, a Service Area established by Supplemental Declaration may only be dissolved, or its boundary lines changed, by (i) written consent or affirmative vote of at least seventy-five percent (75%) of the Voting Interests within such Service Area, and (ii) a majority affirmative vote of the Board of Directors. Upon dissolution of a Service Area, any special services or benefits theretofore available to the Units within such Service Area shall cease.

- 7.14. Community-Wide Utilities. The Association shall have the right, on behalf of all Owners, to contract for utility services, including, without limitation, cable or satellite television, internet or other data services, telephone or other communication services or other utilities, if the Board believes that such contract is in the best interest of the Owners, and to include the costs of such utilities in the annual assessments payable by each Owner.
- 7.15. Community Publications. From time to time, the Association may elect to publish news articles and photographs of Owners, residents, occupants, tenants and their guests in community newspapers, online newsletters and websites and other publications intended to provide general information to Owners, residents, occupants, tenants and business owners within AVALON PARK WEST. By virtue of having elected to acquire, lease or occupy property in AVALON PARK WEST, all Owners, residents, occupants, tenants and their minor children, invitees, contractors and guests are deemed to have consented to the use, publication and distribution of their photographs in any of the aforementioned media that the Association may elect to publish or distribute from time to time.

ARTICLE VIII

ASSOCIATION FINANCES

- 8.1. Budgeting and Allocating Operating Expenses.
- (a) The Board shall prepare a budget annually covering the estimated Operating Expenses during the coming year. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Base Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the "Reserves"). Reserves, if established, shall be established in accordance with Section 8.3.
- (b) The Association is hereby authorized to levy Base Assessments against all Units subject to

assessment under Section 8.6 to fund the Operating Expenses and Reserves, if any. The Base Assessment shall be set at a level which is reasonably expected to produce total income for the Association equal to not less than the total budgeted Operating Expenses, including Reserves, if any. In determining the total funds to be generated through Base Assessments, the Board, in its discretion, may consider other sources of funds available to the Association. The Board shall take into account the number of Units subject to assessment under Section 8.6 on the first day of the fiscal year for which the budget is prepared and may consider the number of Units reasonably anticipated to become subject to assessment during the fiscal year. As Vacant Units (as defined herein) may not receive certain services, Declarant and any record title owner of a Vacant Unit shall not be assessed uniformly.

- (c) The Board shall send a notice of the amount of the Base Assessment for the following year to each Owner at least thirty (30) days prior to the beginning of the fiscal year for which it is to be effective, or thirty (30) days prior to the effective date of any budget amendment permitted pursuant to the last sentence of this Subsection (c). The Board shall provide a copy of the budget or amended budget to any Owner upon written request by such Owner.
- (d) If the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year, increased by five percent (5%), shall continue for the current year.
- (e) The Board shall have the right, without affirmative vote or written consent of the Owners, to: (i) spend the full amount budgeted for any particular line item in the budget; (ii) spend more or less than what was budgeted; and (iii) shift revenues within the budget from one line to another; provided any such change does not increase the Base Assessment.
- (f) Base Assessments, including Reserves (if any), and Special Assessments shall be uniform for all Units improved with a detached or attached residence for a single family. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of Declarant pursuant to Section 8.12 of this Declaration, any Unit that does not have a detached or attached residence for a single family constructed thereon as evidenced by a Certificate of Occupancy (a "Vacant Unit") shall be responsible for only ten percent (10%) of the Base Assessments and Special Assessments assessed to Units (other than Vacant Units), which lesser assessment amount reflects that such Vacant Units will not benefit from all maintenance and other services provided by the Association. At such time as a detached or attached residence for a single family is constructed on a Vacant Unit as evidenced by a Certificate of Occupancy, then the Vacant Unit shall be deemed a fully assessed Unit and shall be responsible for one-hundred percent (100%) of Base Assessments and Special Assessments, except as otherwise provided herein.

8.2. Budgeting and Allocating Service Area Operating Expenses.

- (a) Before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Service Area Operating Expenses for each Service Area on whose behalf Service Area Operating Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration, any Supplemental Declaration, or the By-Laws specifically authorizes the Board to assess certain costs as a Service Area Assessment. Any Service Area Committee created pursuant to Section 5.3 of the By-Laws, or by

petition of Owners of at least a majority of the total Units within any existing Service Area, may request that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget if the Board agrees to such request. Such budget may, but shall not be required to, include a "Reserve for Replacement" in the Service Area Assessments in order to establish and maintain an adequate reserve fund for the replacement and deferred maintenance of capital items comprising a portion of the Service Area (the "Service Area Reserves"). Service Area Reserves, if established, shall be established in accordance with Section 8.3.

- (b) Service Area Assessments, including Service Area Reserves (if any), shall be uniform for all Units within a Service Area that are improved with a detached or attached residence for a single family. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of Declarant pursuant to Section 8.12 of this Declaration, any Vacant Unit within a Service Area shall be responsible for only ten percent (10%) of the Service Area Assessments assessed to Units (other than Vacant Units), which lesser assessment amount reflects that such Vacant Units will not benefit from all maintenance and other services provided by the Association. At such time as a detached or attached residence for a single family is constructed on a Vacant Unit as evidenced by a Certificate of Occupancy, then the Vacant Unit shall be deemed a fully assessed Unit and shall be responsible for one-hundred percent (100%) of Service Area Assessments, except as otherwise provided herein; provided, if so specified in the Supplemental Declaration applicable to such Service Area, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefited Units in proportion to the benefit received.
 - (c) The Board shall send notice of the amount of the Service Area Assessment for the coming year to each Owner of a Unit in the Service Area thirty (30) days prior to the beginning of the fiscal year. The Board shall provide a copy of the budget to any Owner upon written request by such Owner.
 - (d) If the Board fails for any reason to determine the Service Area budget for any year, then until such time as a budget is determined, the budget for the Service Area in effect for the immediately preceding year, increased by five percent (5%), shall continue for the current year.
 - (e) Notwithstanding anything contained herein to the contrary, the Board shall not be required to prepare a separate budget covering the estimated Service Area Operating Expenses for a newly created Service Area, or provide written notice of the amount of such Service Area Assessments to the Unit Owners liable for same, until sixty (60) days before the first date upon which Service Area Assessments shall be assessed against the Units in such Service Area.
- 8.3. Budgeting for Reserves and Service Area Reserves. The Board may annually prepare Reserves and Service Area Reserves which the Board determines necessary and appropriate and which take into account the number and nature of replaceable assets maintained, the expected life of each asset, and the expected repair or replacement cost. If established, the Board shall include the required contribution to Reserves or Services Area Reserves in the Base Assessments or Service Area Assessments, as appropriate, in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budgets, with respect both to amount and timing over the budget period.

8.4. Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted or unanticipated expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Operating Expenses or against the Units within any Service Area if such Special Assessment is for Service Area Operating Expenses. After termination of the Class "B" Control Period, no vote of the Owners shall be required for such Special Assessment (or for any other assessment) except to the extent specifically provided herein. During the Class "B" Control Period, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Class "A" Voting Interests present (in person or by proxy) at a duly called meeting of the Members.

8.5. Specific Assessment.

- (a) The Board shall have the power to levy Specific Assessments against a particular Unit or Units constituting less than all Units within the Properties, as follows:
- (1) To cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Unit or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, maid service, linen service, handyman service, pool cleaning, pest control, arrival and departure service, courier service, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner; and
 - (2) To cover costs incurred in bringing the Unit into compliance with the terms of the Governing Documents (including, but not limited to, the duties imposed by Sections 5.1 and 5.2 hereof), or costs incurred as a consequence of the conduct of the Owner, tenants or occupants of the Unit, their licensees, invitees, or guests; provided the Board shall give the Unit Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment under this Subsection (2), in compliance with Section 15.5 of this Declaration.
- (b) The Association may also levy a Specific Assessment against any Neighborhood Association pursuant to Sections 5.1, 5.2 and 7.7 to reimburse the Association for costs incurred in bringing the property under its control into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the By-Laws, and Rules, provided the Board gives such Neighborhood Association prior written notice and an opportunity to be heard before levying any such assessment, in compliance with Section 15.5 of this Declaration. In the case of the failure of a Neighborhood Association to properly perform its responsibilities pursuant to this Section 8.5(b), any resultant assessment may be imposed against all Units under the jurisdiction of such Neighborhood Association.
- (c) To cover any other costs permitted from time to time in this Declaration to be charged and collected as a Specific Assessment.

8.6. Authority to Assess Owners; Time of Payment; Allocations of Number of Units on Vacant Land.

- (a) The Board is hereby authorized to levy assessments against each Unit (including each other parcel of unsubdivided land within the Properties that has been deemed to contain a specified number of Units for purposes of assessments in this Declaration or in any Supplemental Declaration), as provided for in this Article and elsewhere in this Declaration and the By-Laws. The obligation to pay assessments shall commence as to each Unit on the first day the Unit is conveyed by the Declarant to an Owner other than the Declarant. The first annual Base Assessment and Service Area Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.
- (b) All assessments on behalf of the Association shall be levied and collected by the Board. Assessments shall be paid in such manner and on such dates as the Board may establish. If the Board so elects, assessments may be paid in two (2) or more installments. Unless the Board otherwise provides, the Base Assessment and any Service Area Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

8.7. Personal Obligation.

- (a) Each Owner, by accepting a deed for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in this Declaration. All assessments, together with interest from the due date of such assessment at a rate not to exceed the highest rate permitted by Florida law, a late fee of Twenty-Five and no/100 Dollars (\$25.00) per month (or such greater amount established by the Board from time to time), costs, and reasonable attorneys' fees, legal expenses and paralegals' fees, shall be a charge and continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 8.8. Each such assessment, together with the above-described interest, late charges, costs, and reasonable attorneys' fees, legal expenses and paralegals' fees, also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment became due. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance, except in the event of a sale or transfer of a Unit pursuant to the foreclosure of a Mortgage (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Mortgagee, in which event, the acquirer of title, its successors and assigns, shall be liable for assessments that became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2011). Such unpaid assessments shall be deemed to be Operating Expenses collectible from Owners of all Units subject to assessment under Section 8.6. For purposes of this subsection (a), the attorneys' fees, legal expenses and paralegals' fees shall be due and owing whether or not there is a lawsuit and shall include reasonable fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction) and appeals.
- (b) Failure of the Board to fix assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Service Area Assessments in the amounts provided for in Sections 8.1(d) and

8.2(d).

- (c) No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action taken by the Association.
- (d) The Board shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer for the Board or its designated agent setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Board may require the advance payment of a reasonable processing fee for the issuance of such certificate.

8.8. Lien for Assessments.

- (a) All assessments authorized in this Article shall constitute a lien against the Unit or property against which they are levied until paid. The lien shall also secure payment of all interest, late charges and reasonable attorneys' fees, legal expenses and paralegals' fees as provided for in Section 8.7(a) above. All such liens shall be continuing liens upon the property against which each assessment is levied until paid and shall relate back to the recording date of this Declaration. Such liens shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments, and other governmental levies which by law would be superior, and (ii) the lien or charge of any first priority Mortgage of record made in good faith and for value.
- (b) The Commercial Association shall have a lien against each Unit to secure payment of the Residential Share, in a pro rata amount corresponding to the Unit's share of any unpaid Residential Share due by the Association, as well as interest, late charges, and reasonable attorneys' fees, legal expenses and paralegals' fees. Such lien shall be superior to all other liens except (i) the lien of all taxes, bonds, assessments, and other levies which by law would be superior, and (ii) the lien or charge of any recorded Mortgage made in good faith and for value having first priority over any other Mortgage on the Unit. Any Owner may obtain a release of his or her Unit from the personal obligation to the Commercial Association or the Commercial Association's lien by paying to the Commercial Association a pro rata share of the amount secured by the lien or by presenting the Commercial Association with proof that he or she has made payment to the Association in the full amount of such pro rata share. The release of any individual Unit Owner from the personal obligation or lien for its pro rata share of the Residential Share shall not be a waiver of the Commercial Association's right to pursue payment of any unpaid portion of the Residential Share or other charges from the Association. Any amounts paid by a Unit Owner directly to the Commercial Association to satisfy a lien of the Commercial Association shall be credited against the unpaid Residential Share.
- (c) Although no further action is required to create or perfect the lien, the Association or Commercial Association may, as further evidence of the lien, execute and record a document setting forth as to any Unit or property the amount of the delinquent sums due the Association or Commercial Association at the time such document is executed and the fact that a lien exists to secure the

repayment thereof. However, the failure of the Association or Commercial Association to execute and record any such document shall not affect the validity, enforceability, or priority of the lien. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mortgages on real property are foreclosed under Florida law.

- (d) The Association or Commercial Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit, which decisions shall be made by the Board without the need for membership approval. While a Unit is owned by the Association or the Commercial Association following foreclosure: (i) no right to vote shall be exercised on its behalf; and (ii) no assessment shall be levied on it. The Association or the Commercial Association may sue for unpaid Operating Expenses and costs without foreclosing or waiving the lien securing the same.
 - (e) The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments.
 - (f) The lien rights created in this Declaration shall be for the benefit of the Commercial Association and the Association, in that order of priority.
 - (g) In the event of a default in the payment of any assessment, the Association may accelerate the assessments then due for up to the next ensuing twelve (12) month period.
- 8.9. Application of Payments. Any and all payments received by the Association shall be applied first to any accrued interest, then to any late fees, then to any legal expenses and costs, then to any reasonable attorneys', or paralegals' fees incurred in collection (whether suit be filed or not) and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.
- 8.10. Exempt Property. The following shall be exempt from payment of Base Assessments, Service Area Assessments, and Special Assessments:
- (a) All Common Area and any property owned by Declarant which is included in the Area of Common Responsibility pursuant to Section 7.2;
 - (b) Any property dedicated to and accepted by any governmental authority or public utility, including any Community Development District;
 - (c) Any real property, other than a Unit or Units, owned by a Neighborhood Association for the common use and enjoyment of its members, or owned by the members of such an association as tenants-in-common; and
 - (d) Any property designated by the Board which is devoted to museums, art galleries, sports, religious or civic purposes, or educational or family centers.
- 8.11. Initial and Resale Contributions.
- (a) Initial Contribution. The first purchaser of each Unit from a Builder, at the time of closing of the conveyance from Builder to the purchaser, shall pay to the Association an initial contribution in

the amount of Five Hundred and No/100 Dollars (\$500.00) (the "Initial Contribution"). The funds derived from the Initial Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, operating expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, the Builder purchasing a Lot from the Declarant shall not be obligated to pay to the Association the Initial Contribution.

- (b) **Resale Contribution.** After the Unit has been conveyed by Builder, there shall be collected upon every conveyance of an ownership interest in a Unit by an Owner a resale contribution in the amount equal to Five Hundred and No/100 Dollars (\$500.00) (the "Resale Contribution"). The Resale Contribution shall not be applicable to conveyances from Declarant or Builder. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, operating expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, the Builder purchasing a Unit from the Declarant shall not be obligated to pay to the Association the Resale Contribution.

- 8.12. **Declarant's Funding Obligations.** Each Owner acknowledges that because Base Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Units conveyed to Owners on or prior to adoption of the Association's budget, it is possible that Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the termination of the Class "B" Control Period, Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the assessments receivable from Owners and other income of the Association (the "Deficit"), or (ii) pay Base Assessments on Units owned by Declarant at the applicable rate of Base Assessments established for Units, including Vacant Units, owned by Class "A" Members. Notwithstanding any other provision of this Declaration to the contrary, Declarant shall never be required to (i) pay assessments if Declarant has elected to fund the Deficit instead of paying assessments on Units or Vacant Units owned by Declarant, (ii) pay Special Assessments or Reserves, or (iii) fund deficits due to delinquent Owners. Any surplus assessments collected by Association may be allocated towards the next year's Operating Expenses or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for the Deficit, and waiving its right to exclusion from assessments. Upon giving such notice, or upon the termination of the Class "B" Control Period, whichever is sooner, each Unit owned by Declarant shall thereafter be assessed at the applicable rate of Base Assessments established for Units, including Vacant Units, owned by Class "A" Members. Declarant shall not be responsible for any Reserves or Special Assessments. Declarant shall be assessed only for Units and Vacant Units that are subject to this Declaration. Upon transfer of title of a Unit owned by Declarant, the Unit shall be assessed in the amount established for Units owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. THE DECLARANT SPECIFICALLY ELECTS TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2011). AS

SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2011), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

- (a) Any funds paid to the Association by Declarant prior to the date on which Declarant elects to, or is obligated to, pay assessments on Units or Vacant Units then owned by Declarant which are then subject to this Declaration, shall be deemed applicable first, to any Deficit payments due from Declarant to the Association for any prior fiscal years, then to Deficit payments due from Declarant to the Association for the current fiscal year and then to Excess Funding (as hereinafter defined). (For example, if in January, 2012 Declarant pays \$50,000 to the Association and, either at that time or subsequently, the Association determines that there was a Deficit (not previously funded by Declarant), for fiscal year 2011 of \$20,000, \$20,000 of the \$50,000 paid in January, 2012 by Declarant will be deemed paid to satisfy Declarant's \$20,000 Deficit funding obligation for 2011, and the \$30,000 balance will be deemed applicable first to any 2012 Deficit funding obligation of Declarant and any excess will be deemed Excess Funding by Declarant, as hereinafter provided.).
- (b) If Declarant elects to fund the Association's Deficit for any fiscal year, then any amounts paid by Declarant to the Association for such fiscal year in excess of the Deficit ("Excess Funding") shall be deemed to have been a loan to the Association to meet cash flow short falls and shall be repaid to Declarant within thirty (30) days after the end of such fiscal year, along with interest on such Excess Funding from the date advanced by Declarant until paid, calculated at the rate per annum equivalent to the Prime Rate of Interest (or any equivalent successor thereto) announced by SunTrust Bank, N.A., or its successor, from time to time as its "Prime Rate". Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. The Association is specifically authorized to enter into subsidy contracts and contracts for "in kind" contribution of services, materials, or a combination of services and materials with Declarant or other entities.

ARTICLE IX

EXPANSION OF THE COMMUNITY

9.1. Expansion by Declarant.

- (a) Until all property identified on Exhibit "B" has been subjected to this Declaration or the Commercial Declaration, or forty (40) years after the recording of this Declaration, whichever is earlier, Declarant may annex (i.e., unilaterally subject to the provisions of this Declaration) all or portions of the real property identified in Exhibit "B". Nothing in this Declaration shall be construed to require Declarant or any successor to annex or develop any of the property set forth in Exhibit "B" in any manner whatsoever.
- (b) Such annexation shall be accomplished by filing a Supplemental Declaration in the Official Records of Pasco County, Florida, describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

9.2. Expansion by Association.

- (a) In addition to the real property identified in Exhibit "B", the Association may subject any real property to the provisions of this Declaration with the consent of the record title owner of such real property, fifty-one percent (51%) of the Class "A" Voting Interests present (in person or by proxy) at a duly called meeting of the Association, and the consent of Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1.
- (b) Such annexation shall be accomplished by filing a Supplemental Declaration in the Official Records of Pasco County, Florida, describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the Owner of the annexed property, and by Declarant, if Declarant's consent is required. Any such annexation shall be effective upon filing unless otherwise provided therein.

9.3. Additional Covenants and Easements. Declarant may subject any portion of the property submitted to this Declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure each property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through Service Area Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the Owner(s) of such property, if other than Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

9.4. Amendment. This Article shall not be amended without the prior written consent of Declarant, so long as Declarant owns any property described on Exhibits "A" or "B".

ARTICLE X
ADDITIONAL RIGHTS RESERVED TO DECLARANT

- 10.1. Withdrawal of Property. So long as Declarant has the right to annex property pursuant to Section 9.1, Declarant reserves the right to withdraw any portion of the Properties from the coverage of this Declaration. Such withdrawal shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not be required for such withdrawal.
- 10.2. Right to Transfer or Assign Declarant Rights. Any and all of the special rights and obligations of Declarant set forth in the Governing Documents may be transferred in whole or in part to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that of Declarant under this Declaration or the By-Laws. No such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Official Records of Pasco County, Florida. The foregoing shall not preclude Declarant from permitting other Persons to exercise, on a one (1) time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not

be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

10.3. Right to use Common Area.

- (a) Declarant hereby reserves the right, for so long as it owns any Developable Land, to maintain and carry on upon portions of the Common Area such facilities, activities and events as, in the sole opinion of Declarant, may be required, convenient, or incidental to the construction, sale or marketing of Units, including, but not limited to, business offices, signs, model units, and sales offices, provided such facilities, activities and events do not unreasonably interfere with the use and enjoyment of such portions of the Common Area by the Owners for an unreasonable period of time. Declarant shall have easements for access to and use of such facilities. Declarant, during the course of construction on the Properties adjacent to any Common Area, may use such Common Area for temporary storage and for facilitating construction on adjacent property. Upon cessation of such use, Declarant shall restore such Common Area to its condition prior to such use. If Declarant's use under this Section results in additional costs to the Association, Declarant shall reimburse the Association for such costs, but Declarant shall not be obligated to pay any use fees, rent or similar charges for its use of Common Area pursuant to this Section. Declarant may grant to designees some or all of the rights reserved by it in this Subsection (a), however, such designation must be in writing and must specify those rights being granted to such designee pursuant to this Subsection (a).
- (b) Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

10.4. Right to Approve Additional Covenants. Except as provided in Section 9.4 and Article XIX, no Person shall record any declaration of covenants, conditions and restrictions, or declarations of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

10.5. Right to Approve Changes in Community Standards. Notwithstanding any provision to the contrary in this Declaration, no amendment to or modification of any Use Restrictions and Rules or Design Guidelines shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns any Developable Land, which approval shall not be unreasonably withheld.

10.6. Exclusive Right to Use the Name of the Development. No Person shall use the word "AVALON PARK WEST" or any derivative thereof in the name of any building or any business or enterprise or in any printed or promotional material without Declarant's prior written consent. However, Owners may use the term "AVALON PARK WEST" in printed or promotional materials solely to specify that particular property is located within AVALON PARK WEST, and the Association shall be entitled to use the word "AVALON PARK WEST" in its name.

10.7. Amendment and Termination of Rights. This Article may not be amended without the written

consent of Declarant so long as Declarant has any rights hereunder. The rights contained in this Article shall terminate upon the earlier of (a) December 31, 2047, or (b) upon recording by Declarant of a written statement that Declarant has relinquished such rights.

ARTICLE XI

EASEMENTS

11.1. Easements in Common Area.

- (a) Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to:
- (1) this Declaration, the By-Laws, any PCCRO or DCCRO and any other applicable covenants and easements, including any declaration of easements and covenants or similar instrument relating to such Common Area which grant non-Members rights to use and enjoy portions of the Common Area upon payment of fees or a portion of the costs relating to such Common Area;
 - (2) any restrictions or limitations contained in any deed conveying such property to the Association;
 - (3) the right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules restricting use of recreational facilities within the Common Area to occupants of Units and their guests (and such others as may be granted use rights pursuant to Subsection (7) and instruments described in Section 11.1(c)) and rules limiting the number of guests who may use the Common Area;
 - (4) the right of the Board to suspend the right of any Person to use recreational facilities within the Common Area (a) for any period during which any charge against an Owner's Unit remains delinquent, and (b) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the governing Documents after notice and a hearing pursuant to the provisions of Section 15.5 of this Declaration;
 - (5) the right of the Association, acting through the Board to dedicate or transfer all or any part of the Common Area subject to such approval requirements as may be set forth in this Declaration;
 - (6) the right of the Board to impose membership requirements and charge membership, admission or other fees for the use of any recreational facility situated upon the Common Area;
 - (7) the right of the Board to permit use of any recreational facilities situated on the Common Area by Persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board;
 - (8) the right of the Association, acting through the Board, to mortgage, pledge, or

hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

- (9) the right of certain Owners to the exclusive use of those portions of the Common Area designated "Exclusive Common Area" as more particularly described in Article XII; and
- (10) the right of Declarant or the Association by and through its Board to grant easements over the Common Area to "tax-exempt organizations" pursuant to Section 7.12 and to any utility or governmental agency.

(b) Any Owner may extend his or her right of use and enjoyment to the members of his or her family who are residing in the Unit, residential lessees of the Unit, and social invitees; provided, however, that if an Owner leases his or her Unit to a residential lessee, such lessee of the Unit shall have the exclusive right to use the Common Area, and the Owner (and their family and invitees) shall have no right to use the Common Area during the term of the lease. In the event a Unit includes a Garage Apartment that is leased to a residential lessee, both the residential lessee (and members of such lessee's family who reside in the Garage Apartment) and their invitees and the Owner or lessee of the home (and their family members who reside in the home and their invitees) shall be entitled to use the Common Area. All of the foregoing provisions of this Subsection 11.1(b) are subject to reasonable regulation as provided for in this Section 11.1 and Article III hereof.

(c) Declarant reserves the right, by deed or other instrument, to impose covenants and restrictions on all or any parks and recreational facilities conveyed to the Association permitting the tenants of multi-family rental apartment units which are subject to the Commercial Declaration to use the applicable parks and recreational facilities. Declarant will impose on the owner of such multi-family apartment complex, by means of a declaration or other instrument, the obligation to pay to the Association such owner's pro-rata share of the cost of maintaining those particular parks and recreational facilities which the tenants of such multi-family apartment complex have the right to use.

11.2. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered on a Unit or the Common Area (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

11.3. Easements for Utilities, Etc. There are hereby reserved unto Declarant, so long as Declarant owns any property described on Exhibits "A" or "B" of this Declaration, and hereby granted to the Association, the CDD, and the designees of each (which may include, without limitation, Withlacoochee River Electric Cooperative, Pasco County, Florida, and any utility), access and maintenance easements upon, across, over, and under all of the Properties to the extent necessary for the purpose of installing, replacing, repairing, and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle

pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, irrigations equipment and lines, and all utilities, including, but not limited to, water, sewer, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property which any such holder owns or within easements designated for such purposes on recorded plats of the Properties. This easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit, and except in an emergency, entry onto any Unit shall be made only after notice to the Owner or occupant.

11.4. Basements to Serve Additional Property. Declarant hereby reserves for itself and its duly authorized agents, representatives, successors, successors-in-title, assigns, licensees, and mortgagees, a perpetual nonexclusive easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibits "A" and "B", whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any private roadway serving such property.

11.5. Easement for Maintenance, Emergency and Enforcement.

- (a) Declarant, the Association and their respective designees shall have the right, but not the obligation, to enter upon any Unit and upon any Neighborhood Property for emergency, security, and safety reasons, and to perform its maintenance and other obligations and self-help remedies set forth in this Declaration, and to inspect for the purpose of ensuring compliance with the Governing Documents, which right may be exercised by any member of the Board, the Association, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Such entry shall not be considered a trespass.
- (b) Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right to enter upon any Unit or Neighborhood Property to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.
- (c) Any costs incurred by Declarant or the Association in carrying out its or their rights pursuant to this Section 11.5 may be assessed as a Specific Assessment in accordance with the provisions of Section 8.5.

11.6. Easements for Signage. Declarant hereby reserves for itself and for the Association and the

Commercial Association, and their successors, assigns and designees, a perpetual, non-exclusive easement over the Common Area, road right-of-way and other open spaces not owned by the Owner of a Unit within the Properties for purposes of installing, maintaining, operating and replacing permanent and/or temporary signage to advertise any and all matters related to the Project as determined by the Declarant in its sole discretion. Such signage may include general community advertising to homebuyers, directional signage, model designations and locations, commercial tenant directional signage, towncenter master signage, and event signage. The easement granted herein is intended to be blanket in nature over the subservient land; provided, however, Declarant shall have the right, but not the obligation, to designate specific locations for such signage and to record a specific easement over such property among the Public Records.

- 11.7. Easement for Special Events. Declarant hereby reserves for itself and for the Association and the Commercial Association, and their successors, assigns and designees, a perpetual, non-exclusive easement over the Common Area for the purpose of conducting parades, running, biking or other sporting events, educational, cultural, artistic, musical and entertainment activities, and other activities of general community interest, at such locations and times as Declarant (or the Association or the Commercial Association, whichever is applicable), in its sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Unit, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds and related inconveniences, and each Owner agrees on behalf of itself and the occupants of its Unit to take no action, legal or otherwise, which would interfere with the exercise of such easement.
- 11.8. Easement for Use of Private Streets. Declarant hereby creates a perpetual, non-exclusive easement for access, ingress and egress over the private streets within the Common Area, for law enforcement, fire fighting, paramedic, rescue and other emergency vehicles, equipment and personnel; for school buses, for U.S. Postal Service delivery vehicles and personnel; private delivery or courier services; and for vehicles, equipment and personnel providing garbage collection service to the Properties; provided, such easement shall not authorize any such Persons to enter the Properties except while acting in their official capacities.
- 11.9. Easements for Stormwater Drainage and Retention. Each portion of the Properties is hereby subjected to a perpetual, non-exclusive easement appurtenant to and for the benefit of each other portion of the Properties for the purpose of stormwater drainage and runoff in accordance with the master drainage plan established by Declarant for the Properties (as amended from time to time), which easement shall include but shall not be limited to, the right to tie in to existing stormwater drainage facilities and to divert stormwater runoff from each Unit into such stormwater drainage facilities at such points and in such manner as approved by Declarant, and for the flow of stormwater runoff over the Properties to such points and from such points through the stormwater drainage facilities into wetlands, ponds, or other retention facilities within or outside the Properties. The foregoing easements shall be subject to any and all restrictions regarding quantity, rate and quality of discharge which Declarant may hereafter impose or which may be imposed on the Properties, Declarant or any Owner by any governmental entity having jurisdiction. Notwithstanding the foregoing, no Person shall alter the drainage of stormwater from any Unit, Common Area, or Neighborhood Property, once construction of the initial improvements thereon has been completed so as to unreasonably increase the drainage of stormwater onto adjacent portions of the Properties without the consent of the Owner(s) of the affected Property(ies), the Board, and the Declarant as long as it owns any property subject to this

Declaration.

ARTICLE XII

EXCLUSIVE COMMON AREA

- 12.1. Purpose. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners, occupants and invitees of Units within a particular Service Area. By way of illustration and not limitation, Exclusive Common Area may include entry features, recreational facilities, landscaped medians and cul-de-sacs, lakes and other portions of the Common Area within a particular Service Area. All costs associated with maintenance, repair, replacement, and insurance of Exclusive Common Area shall be assessed as a Service Area Assessment against the Owners of Units in Service Areas to which the Exclusive Common Area is assigned.
- 12.2. Designation.
- (a) Initially, Declarant shall designate any Exclusive Common Area and shall assign the exclusive use thereof in the deed conveying the Common Area to the Association, or on the plat of survey relating to such Exclusive Common Area, or by amendment or Supplemental Declaration to this Declaration. No such assignment shall preclude Declarant from later assigning use of the same Exclusive Common Area to additional Units and/or Service Areas so long as Declarant has a right to subject additional property to this Declaration.
 - (b) Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area of a particular Service Area and Exclusive Common Area may be reassigned upon the vote of a majority of the Class "A" votes within the Service Area(s) to which the Exclusive Common Area are assigned, if applicable, and within the Service Area(s) to which the Exclusive Common Area are to be assigned. As long as Declarant owns any property subject to this Declaration or has the right to subject additional property to this Declaration, any such assignment or reassignment shall also require Declarant's consent.
- 12.3. Use by Others. The Association may, upon approval of a majority of the members of the Service Area Committee for the Service Area(s) to which certain Exclusive Common Area is assigned, permit Owners of Units in other Service Areas to use all or a portion of such Exclusive Common Area upon payment of user fees, which fees shall be used to offset the Service Area Operating Expenses attributable to such Exclusive Common Area.

ARTICLE XIII

PARTY WALLS AND OTHER SHARED STRUCTURES

- 13.1. General Rules of Law to Apply. Each wall, fence, driveway or similar structure built as a part of the original construction on the Units which serves and/or separates any two adjoining Units, and which is part of the general scheme of development for such Units and not an extra or optional item built at the request of a Unit purchaser, shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

- 13.2. Maintenance; Damage and Destruction. Except as may otherwise be provided by law, or by a written agreement between Owners of adjacent Units, or by other recorded documents applicable to adjacent Units:
- (a) All Owners who make use of any party structure shall share the cost of reasonable repair and maintenance of such structure equally.
 - (b) If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners subsequently use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omission.
- 13.3. Right to Contribution Runs With Land. The right of an Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successor-in-title.
- 13.4. Disputes. Any dispute concerning a party structure shall be subject to the dispute resolution procedures set forth in Article XIV.
- 13.5. Party Walls of Attached Units. Party walls of Attached Units shall be governed by this Article XIII.

ARTICLE XIV **DISPUTE RESOLUTION AND LIMITATION ON LITIGATION**

- 14.1. Required Notice for Association Litigation. From and after the end of the Class "B" Control Period, and except as provided in this Section, the Association shall not commence a judicial or administrative proceeding without first providing notice to all Owners of the Board's recommendation that the Association pursue such action. The Board's recommendation shall be in writing and must be accompanied by a feasibility analysis that includes an explanation of the issue(s), a budget for legal and related expenses, the amount in controversy (if able to be quantified), and the percentage probability of success in the judgment of the Association's counsel. This Section shall not apply, however, to (a) actions or proceedings brought by the Association to enforce the provisions of the Governing Documents (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article VIII; (c) actions or proceedings involving challenges to *ad valorem* taxation; (d) actions or proceedings initiated against any contractor, vendor, or supplier of goods or services arising out of a contract with the Association for services or supplies; (e) counterclaims or cross-claims brought by the Association in proceedings instituted against it; or (f) actions or proceedings commenced during the Class "B" Control Period.
- 14.2. Alternative Method for Resolving Disputes. Declarant, the Association, its officers and directors, and all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "**Bound Parties**"), agree to encourage the amicable resolution of disputes involving the Properties without the emotional and

(6) Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within ninety (90) days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation Notice"). The Termination of Mediation Notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

14.5. Allocation of Costs of Resolving Claims. Each Party shall bear all of its own costs incurred prior to and during the proceedings described in Section 14.4(a), (b) and (c), including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediator(s) pursuant to Section 14.4(c).

14.6. Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 14.4 and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 14.4. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' and paralegals' fees and court costs.

14.7. Applicability of this Article XIV. To the extent any provision contained in this Article XIV violates Chapter 720, Florida Statutes, then such provision shall be deemed to be amended to bring the same into compliance with such chapter as then in effect; provided, however, the remaining provisions of this Article which are not in violation of such chapter shall not be amended and shall remain in full force and effect.

ARTICLE XV **ENFORCEMENT**

15.1. Compliance and Enforcement.

- (a) Every Owner, tenant, guest, invitee and occupant of any Unit shall comply with the Governing Documents and any applicable PCCRO and DCCRO. Subject to the terms of Article XIV, failure to comply shall be grounds for an action by the Association, Declarant or, in a proper case, by any aggrieved Unit Owners(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association pursuant to this Declaration and the By-Laws. Where the Association or a Unit Owner has an obligation to the Commercial Association, the Commercial Association may enforce such obligation by exercising any right available to the Association pursuant to this Declaration for a similar event of default by an Owner or by exercising any other remedy available at law or in equity.
- (b) All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. Should the Declarant, an Owner, or the Association be required to enforce the provisions of the Governing Documents, the reasonable attorneys' and paralegal fees

and costs incurred, whether or not judicial proceedings are involved, including the attorneys' and paralegal fees and costs incurred on appeal of any judicial proceedings that may be brought and including any fees incurred in the context of creditor's rights proceedings, to the extent permitted by law (e.g., bankruptcy), shall be collectible from the party against which enforcement is sought.

- (c) The Association may also impose sanctions for violations of the Governing Documents in accordance with the procedures set forth in this Declaration, including reasonable monetary fines and suspension of the right to vote for nonpayment of assessments that are delinquent in excess of ninety (90) days, and suspension of the right to use any facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress and egress to or from a Unit. In addition, the Association may suspend any services it provides to the Unit of any Owner who is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association, or for any other violation of the Governing Documents, and may exercise self-help to cure violations.
 - (d) The Association may, but shall not be obligated to take action to enforce any provision of the Governing Documents. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or stop the Association from enforcing any other covenant, restriction or rule.
- 15.2. Owners Obligated for Lessees, Occupants and Guests. All lessees, occupants and guests shall be subject to the terms and conditions of the Governing Documents and any applicable PCCRO or DCCRO, as though such lessees, occupants or guests were Owners. Each Owner agrees to cause the Owner's lessees or the Owner's or lessee's occupants, guests, or other persons living with Owner or lessee to comply with the Governing Documents and any applicable PCCRO or DCCRO, and such Owner is responsible and liable for all violations and losses caused by such lessees, guests or occupants, notwithstanding the fact that such lessees, guests, or occupants of the Unit are also fully liable for any violation of the Governing Documents and any applicable PCCRO or DCCRO. Should the Declarant, an Owner or the Association be required to enforce the provisions of this Section, the reasonable attorneys' and paralegals' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' and paralegals' fees and costs incurred on appeal of any judicial proceedings that may be brought and including any fees incurred in the context of creditor's rights proceedings, to the extent permitted by law (e.g., bankruptcy), shall be collectible from the party against which enforcement is sought.
- 15.3. Covenants Enforcement. Acting in accordance with the provisions of this Declaration, the Bylaws, and any resolutions the Board of Directors may adopt, the Board shall appoint a Covenants Committee of at least three (3) and no more than seven (7) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee of the Association. The Covenants Committee shall hold those hearings required by Florida Statutes §720.305(2)(a), as the same may be amended from time to time.
- 15.4. Sanctions. The Association may suspend, for a reasonable period of time, the rights of an Owner or Owner's tenants, guests or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed One Hundred Dollars (\$100.00) per violation or One Hundred Dollars (\$100.00) per day for a continuing violation, against any Owner or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single

notice and opportunity for hearing. There shall be no limit to the aggregate amount of the fine that may be imposed for continuing violations of this Declaration.

15.5. Hearing Procedure.

- (a) The Board shall have the authority to adopt notice and hearing procedures provided such procedures comply with Section 720.305, Florida Statutes. A fine or suspension (a late charge shall not constitute a fine) may not be imposed without first providing notice to the Person sought to be fined or suspended and an opportunity for a hearing before the Covenants Committee in accordance with the procedures adopted by the Board. If the Covenants Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Covenants Committee approves a suspension, it shall be immediately applicable. If the Covenants Committee approves a proposed fine, it shall be immediately due in an amount equal to the number of days such person, or property, has been in violation of this Declaration, multiplied by the per day fine approved by the Covenants Committee (and fines for continuing infractions shall thereafter be due daily without further notice, demand or opportunity for hearing).
- (b) The requirements of Section 15.5(a) do not apply to the imposition of suspensions or fines upon any Owner because of the failure of the Owner to pay assessments or other charges when due; however, any such suspension must be approved at a properly noticed meeting of the Association's Board of Directors. In the event of these types of infractions, the Association may impose fines or sanctions without affording the person to be sanctioned or fined a hearing.

- 15.6. No Waiver. The rights of Declarant, any Owner or the Association under the Governing Documents shall be cumulative and not exclusive of any other right or available remedy. Declarant's, any Owner's or the Association's pursuit of any one or more of the rights or remedies provided for in this Article XV shall not preclude pursuit of any other right, remedy or remedies provided in the Governing Documents or any other right, remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination. Declarant's, any Owner's or the Association's pursuit of any or more of its rights or remedies shall not constitute an election of remedies excluding the election of another right, remedy or other remedies, or a forfeiture or waiver of any right or remedy or of any damages or other sums accruing to Declarant, such Owner or the Association by reason of any obligated person's failure to fully and completely keep, observe, perform, satisfy and comply with all of the covenants, restrictions and easements set forth in the Governing Documents. No action taken by or on behalf of Declarant, an Owner or the Association shall be construed to be an acceptance of a surrender of any of the Governing Documents. Declarant's, an Owner's or the Association's forbearance in pursuing or exercising one or more of its or their rights or remedies, or the failure of Declarant, an Owner or the Association to enforce any of the covenants, restrictions and easements set forth in the Governing Documents or to promptly pursue and exercise any right or remedy contained in the Governing Documents, shall not be deemed or construed to constitute a waiver of any other right or remedy or any waiver of the further enforcement or the provision or the exercise of the right or remedy that was the subject of the forbearance or failure. No waiver by Declarant, an Owner or the Association of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure of Declarant, an Owner or the Association to pursue or exercise any of their respective powers, rights or remedies or to insist upon strict and exact compliance by any obligated person with the Governing Documents, and no custom or practice at variance with

the terms of the Governing Documents, shall constitute a waiver by Declarant, such Owner or the Association of the right to demand strict and exact compliance with all terms and conditions of the Governing Documents. No termination of any of the Governing Documents shall affect Declarant's, an Owner's or the Association's right to collect any monetary amounts due to it for the period prior to termination.

- 15.7. Cable Services. All Owners are hereby placed on notice that assessments may include charges for cable services charged by a cable services provider. In the event an Owner fails to pay any assessment due pursuant to the terms of this Declaration, the Association shall have the right to disconnect services provided to the Owner's Unit, including but not limited to cable and internet services.

ARTICLE XVI

[Intentionally Omitted]

ARTICLE XVII

CHANGES IN OWNERSHIP OF UNITS

Any Owner who sells or otherwise transfers title to his or her Unit shall give the Board written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may require not later than seven (7) days after the date of the closing of such transfer. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title. The Association may require the advance payment of a reasonable transfer fee in connection with the sale or transfer of title to a Unit, and any other event that would require the Association to change its records (including, but not limited to, name change, change in ownership, and change in billing address).

ARTICLE XVIII

CHANGES IN COMMON AREAS; CONTROL OF PETS

- 18.1. Condemnation. If any part of the Common Area shall be taken (or conveyed by the Board in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:
- (a) If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking Declarant, so long as Declarant owns any property described in Exhibits "A" or "B" of this Declaration, and Members representing at least seventy-five percent (75%) of the total Class "A" votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 7.3(c) regarding funds for the repair of damage or destruction shall apply.

- (b) If the taking does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.
- (c) Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This Article shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.
- 18.2. Transfer or Dedication of Common Area. The Association may dedicate portions of the Common Area to Pasco County, Florida, or to any other local, state, or federal governmental or quasi-governmental entity. No conveyance or encumbrance of the Common Area may deprive any Unit of rights of access or support.
- 18.3. Control of Pets; Enforcement of Laws Governing Pets. The requirements of Owners to control their pets on all private property, public property and Common Area within AVALON PARK WEST may be governed by applicable local laws. Notwithstanding the foregoing, the Association shall have the right, but not the obligation, to promulgate additional rules and restrictions regarding pet ownership and control. In the event the Association promulgates any such rules, the more restrictive of the Association's rules or the applicable local laws shall apply. The Association does not grant and shall not grant permission to any Person to allow any animal to run at large (i.e., unleashed) upon any property in AVALON PARK WEST. In addition, if requested by any governmental authority with jurisdiction over this matter or if necessary to effectuate enforcement by such governmental authority, the Association shall provide written confirmation to the governmental authority that the Association does not grant such permission. The responsibility for enforcement of any laws rests solely with the applicable governmental authority and the Association disclaims responsibility for such enforcement.

ARTICLE XIX

AMENDMENT OF DECLARATION

- 19.1. By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Class "B" Control Period, Declarant may unilaterally amend this Declaration for any purpose. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of the Properties; (ii) additions or deletions from the Properties and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the use restrictions for Units. Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Declarant may create easements over, under and across Units conveyed to Owners, provided that such easements do not prohibit the use of Units as residential dwellings. In the event the Association shall desire to amend this Declaration prior to the termination of the Class "B" Control Period, the Association must first

obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the termination of the Class "B" Control Period. Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

19.2. By Members.

- (a) After the termination of the Class "B" Control Period, this Declaration may be amended with the approval of (i) majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the Members. Such votes must be cast at a Members' meeting called for the purpose of considering the proposed amendment and may be cast in person, by proxy, by written absentee ballot, or any combination thereof. Notwithstanding anything contained in this Declaration to the contrary, the consent of Declarant to any amendment by the membership shall be required for so long as Declarant owns any of the real property described in Exhibit "B". Members or the Association shall give Declarant sixty (60) days' prior written notice of their intent to amend this Declaration, along with their proposed written amendment, in accordance with the notice provisions contained in Section 20.2(i) or (ii), or by prepaid, certified mail, return receipt requested. Declarant shall be deemed to have approved such amendment if the Association does not receive a written response from Declarant, or on its behalf, within said 60-day period.
- (b) Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

19.3. Validity and Effective Date of Amendments.

- (a) Amendments to this Declaration shall become effective upon recordation in the Official Records of Pasco County, Florida, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.
- (b) If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.
- (c) No amendment may, directly or indirectly, remove, revoke, or modify the status of, or any right or privilege of, the Declarant or the Class "B" Member without the written consent of the Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege).
- (d) Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever. If the prior written

approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained.

- (e) Each Owner by acceptance of a deed to a Unit irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that Declarant and Association have the unfettered right to amend this Declaration and the other Governing Documents except as expressly set forth herein.
- 19.4. Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the termination of the Class "B" Control Period, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD, or any other governmental agency or body as a condition to, or in connection with, such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by Mortgages on Units. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the termination of the Class "B" Control Period, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by Mortgages on Units.

ARTICLE XX

MISCELLANEOUS PROVISIONS

- 20.1. Exhibits. Exhibits "A", "B", "C", "D", "E" and "F" attached to this Declaration are incorporated herein and made a part hereof by this reference.
- 20.2. Notices. Unless otherwise provided in this Declaration, each notice or communication given under this Declaration shall be deemed delivered and received if in writing and either: (i) personally delivered; (ii) delivered by reliable overnight air courier service; or (iii) deposited with the United States Postal Service or any official successor thereto, first-class or higher priority, postage prepaid, delivered or addressed at the address of such party as set forth below (or at such other address as may have been designated by the party by written notice hereunder). Rejection or other refusal by the addressee to accept the notice, and inability to deliver the notice because of a change of address of the party of which no notice was given, shall be deemed to be the receipt of the notice on the third day following the date postmarked by the United States Postal Service or on the second day following the date accepted by the courier service.

If to Declarant: sitEX NR Development, LLC
3680 Avalon Park East Blvd.
Orlando, Florida 32828
Att: President
Phone: (407) 658-6565

If to Association: Avalon Park West Residential Owners Association, Inc.
c/o its Registered Agent at the address shown in the records of the
Florida Department of State, Division of Corporation, or its successors

If to an Owner: At the address of such Owner's Unit or such other address as may be
provided by Owner in writing to the Association in accordance with
Section 20.2

- 20.3. Conflicts. If there is any conflict between the provisions of Florida law, the Articles of Incorporation, the By-Laws and this Declaration, the provisions of Florida law, this Declaration, the Articles of Incorporation and the By-Laws, in that order, shall prevail.
- 20.4. Applicable Law. Notwithstanding anything contained in this Declaration or in the By-Laws or in the Articles of Incorporation to the contrary, in the event that any provision contained herein or in the By-Laws or in the Articles of Incorporation is now or hereafter inconsistent with any requirements of applicable law, such provision shall be deemed amended to the extent necessary to reflect the applicable legal requirement and any inconsistencies will be deemed automatically deleted without the necessity of further action.
- 20.5. Termination of Rights Reserved by Declarant. Notwithstanding anything contained in this Declaration to the contrary, as to any right reserved by Declarant in this Declaration, such right may be terminated at any time by Declarant, in Declarant's sole discretion and without the consent of the Association or its Board or Members, by written instrument recorded among the Public Records of Pasco County, Florida, and, thereafter, Declarant shall have no right or obligation to exercise any such terminated right.

[signature on following page]

IN WITNESS WHEREOF, Declarant has executed this Declaration this 3rd day of August, 2012.

DECLARANT:

sitEX NR DEVELOPMENT, LLC, a Florida limited liability company

By: sitEX Pasco Holdings, LLC, a Florida limited liability company, its Managing Member

By: ASNRH, LLC, a Florida limited liability company, its Managing Member

By: New River Partners, Limited, a Florida limited partnership, its Managing Member

By: NRP GP, Inc., a Florida corporation, its general partner

signed, sealed, and delivered in the presence of:

(sign) Stephanie Hobson
(print) Stephanie Hobson

(sign) [Signature]
(print) Richard Browning

by: (sign) [Signature]
Print Name: ERIC MARKS
Its: VICE PRESIDENT

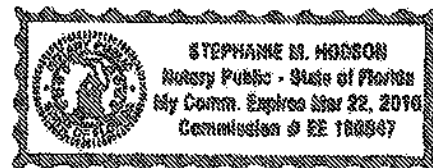
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing was acknowledged before me this 3rd day of August, 2012 by ERIC MARKS, as Vice President of NRP GP, Inc., as general partner of New River Partners, Limited, the Managing Member of ASNRH, LLC, the Managing Member of sitEX Pasco Holdings, LLC, the Managing Member of sitEX NR Development, LLC, on behalf of said entity.

Stephanie Hobson
Notary Public signature
personally known: ✓ OR
produced as identification: _____

(seal or stamp)



JOINDER AND CONSENT OF OWNERS

The undersigned Owners hereby acknowledge, agree and consent to the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions for Avalon Park West Residential Properties.

OWNER:

sitEX NR HOLDINGS, LLC, a Florida limited liability company

By: sitEX Pasco Holdings, LLC, a Florida limited liability company, its Managing Member

By: ASNRH, LLC, a Florida limited liability company, its Managing Member

By: New River Partners, Limited, a Florida limited partnership, its Managing Member

By: NRP GP, Inc., a Florida corporation, its general partner

signed, sealed, and delivered in the presence of:

(sign) Stephanie Hudson
(print) Stephanie Hudson

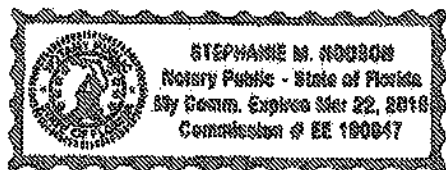
(sign) TR Brown
(print) Richard Brown

by: (sign) [Signature]
Print Name: ERIC MARKS
Its: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing was acknowledged before me this 3rd day of August, 2012 by ERIC MARKS, as Vice President of NRP GP, Inc., as general partner of New River Partners, Limited, the Managing Member of ASNRH, LLC, the Managing Member of sitEX Pasco Holdings, LLC, the Managing Member of sitEX NR Holdings, LLC, on behalf of said entity.



Stephanie Hudson
Notary Public signature

(seal or stamp)

personally known: ✓ OR

produced as identification: _____

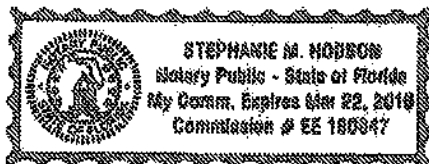
NRD, LLC, a Florida limited liability company

signed, sealed, and delivered in the presence of:

(sign) Stephanie Hobson
(print) Stephanie Hobson(sign) R. M. [unclear]
(print) Richard M. [unclear]by: (sign) [Signature]
Print Name: ERIC MARKS
Its: Vice President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing was acknowledged before me this 3rd day of August, 2012 by Eric Marks, as Vice President of NRD, LLC, on behalf of said entity.Notary Public signature
(seal or stamp)personally known: ✓ OR

produced as identification: _____

EXHIBIT "A"NEW RIVER LAKES PHASE 1 PARCEL "D"
(PLAT)

DESCRIPTION: A parcel of land lying in Sections 11 and 14, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 14, run thence along the North boundary of said Section 14, N.89°38'34"W., 1734.97 feet to a point on a curve on the Westerly right-of-way line of RIVER GLEN BOULEVARD, as recorded in Official Records Book 7563, Page 1820, of the Public Records of Pasco County, Florida, said point also being the POINT OF BEGINNING; thence along said Westerly right-of-way line of RIVER GLEN BOULEVARD, the following six (6) courses: 1) Southerly, 981.44 feet along the arc of a curve to the left having a radius of 1620.00 feet and a central angle of 34°00'14" (chord bearing S.15°03'37"W., 947.39 feet) to a point of tangency; 2) S.01°56'30"E., 105.12 feet to a point of curvature; 3) Southwesterly, 592.67 feet along the arc of a curve to the right having a radius of 640.00 feet and a central angle of 53°03'31" (chord bearing S.24°35'15"W., 571.72 feet) to a point of tangency; 4) S.51°07'01"W., 122.51 feet to a point of curvature; 5) Southwesterly, 507.32 feet along the arc of a curve to the left having a radius of 810.00 feet and a central angle of 35°53'08" (chord bearing S.33°10'27"W., 499.07 feet) to a point of tangency; 6) S.15°13'53"W., 264.50 feet to a point on the Northerly boundary of the Perpetual Utility and Roadway Easement, as recorded in Official Records Book 4214, Page 634, of the Public Records of Pasco County, Florida; thence along said Northerly boundary of the Perpetual Utility and Roadway Easement, N.57°45'18"W., 107.45 feet; thence N.08°29'11"W., 1311.06 feet to the Southeasterly corner of TRACT "N", according to the plat of NEW RIVER LAKES VILLAGES "B2" AND "D", as recorded in Plat Book 44, Pages 105 through 115, of the Public Records of Pasco County, Florida; thence along the Easterly boundary of said NEW RIVER LAKES VILLAGES "B2" AND "D", the following two (2) courses: 1) N.16°53'04"W., 294.67 feet; 2) N.00°00'49"E., 44.87 feet; thence continue N.00°00'49"E., 493.71 feet to the Southeasterly corner of TRACT "M", according to said plat of NEW RIVER LAKES VILLAGES "B2" AND "D"; thence along the aforesaid Easterly boundary of NEW RIVER LAKES VILLAGES "B2" AND "D", the following two (2) courses: 1) continue N.00°00'49"E., 521.49; 2) N.34°59'11"W., 413.40 feet; thence S.89°59'11"E., 403.94 feet; thence N.00°00'49"E., 1467.18 feet; thence N.20°00'45"E., 658.20 feet; thence N.61°54'59"E., 137.96 feet; thence N.71°44'18"E., 104.37 feet; thence N.69°25'11"E., 98.58 feet; thence S.74°59'11"E., 550.01 feet; thence S.28°59'11"E., 1372.57 feet; thence S.00°00'49"W., 280.55 feet; thence S.33°21'24"E., 600.00 feet; thence S.14°47'57"E., 56.70 feet; thence S.58°45'24"W., 447.30 feet to the Northerlymost corner of the aforesaid right-of-way for RIVER GLEN BOULEVARD; thence along the aforesaid Westerly right-of-way line of RIVER GLEN BOULEVARD, the following (2) courses: 1) S.58°45'24"W., 50.47 feet to a point of curvature; 2) Southwesterly, 754.77 feet along the arc of a curve to the left having a radius of 1620.00 feet and a central angle of 26°41'40" (chord bearing S.45°24'34"W., 747.96 feet) to the POINT OF BEGINNING.

Containing 145.687 acres, more or less.

EXHIBIT "B"**THE ADDITIONAL PROPERTIES**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PASCO, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

ALL OF THAT PORTION OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING NORTH OF COUNTY ROAD 54.

AND

THAT PORTION OF THE WEST 1/4 OF SECTION 13, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING NORTH OF COUNTY ROAD 54, LESS COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 26 SOUTH, RANGE 20 EAST AND RUN SOUTH 89° 54' 43" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 13, 949.969 FEET; THENCE SOUTH 00° 30' 35" WEST, 458.52 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00° 30' 35" WEST, 435.60 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 54; THENCE RUN NORTH 82° 02' 55" WEST, 200.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00° 30' 35" EAST, 435.60 FEET; THENCE SOUTH 82° 02' 55" EAST, 200.00 FEET TO THE POINT OF BEGINNING. ALSO LESS A PORTION IN THE NORTHWEST 1/4 DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE RUN NORTH 89° 58' 52" EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 13, 154.74 FEET FOR A POINT OF BEGINNING, THENCE CONTINUE NORTH 89° 58' 52" EAST, 609.98 FEET; THENCE SOUTH 47° 48' 42" EAST, 36.88 FEET; THENCE SOUTH 55° 28' 67" WEST, 670.00 FEET; THENCE NORTH 11° 54' 39" WEST, 413.12 FEET TO THE POINT OF BEGINNING.

AND

THE WEST 1/2 OF SECTION 12, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LESS A PORTION IN THE SOUTHWEST 1/4 DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 12 AND RUN NORTH 80° 13' 18" EAST, 151.53 FEET FOR A POINT OF BEGINNING; THENCE NORTH 55° 28' 57" EAST, 405.25 FEET; THENCE SOUTH 47° 48' 42" EAST, 379.90 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 12; THENCE RUN SOUTH 89° 58' 52" WEST, ALONG SAID SOUTH BOUNDARY, 609.98 FEET; THENCE NORTH 11° 54' 39" WEST, 26.25 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTHEAST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA AND THE SOUTH 1/2, THE NORTHEAST 1/4 AND THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 11, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA.

AND

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LESS AND EXCEPT THE WEST 1,828.75 FEET THEREOF.

AND

THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA LESS AND EXCEPT THE WEST 1,828.75 FEET THEREOF.

AND

THE EAST 3/4 OF THE NORTH 1/2 AND THAT PORTION OF THE WEST 5/8 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING NORTH OF COUNTY ROAD 54 AND THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING NORTH OF COUNTY ROAD 54, **LESS:**

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA AND RUN SOUTH 89° 54' 43" EAST, ALONG THE NORTH BOUNDARY OF SAID SOUTHWEST 1/4, 2,203.99 FEET; THENCE SOUTH 07° 57' 05" WEST, 685.63 FEET FOR A POINT OF BEGINNING; THENCE RUN SOUTH 82° 02' 55" EAST, 600.00 FEET; THENCE SOUTH 07° 57' 05" WEST, 361.55 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 54; THENCE NORTH 82° 02' 55" WEST, ALONG SAID RIGHT OF WAY LINE 513.00 FEET TO A RIGHT OF WAY MARKER OF SAID COUNTY ROAD 54; THENCE RUN SOUTH 07° 57' 05" WEST, 10.00 FEET TO A RIGHT OF WAY MARKER OF COUNTY ROAD 54; THENCE CONTINUE NORTH 82° 02' 55" WEST, ALONG SAID RIGHT OF WAY 87.00 FEET; THENCE RUN NORTH 07° 57' 05" EAST, 371.55 FEET TO THE POINT OF BEGINNING.

AND ALSO LESS AND EXCEPT LANDS DESCRIBED IN QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 4569, PAGE 907, TO WIT:

COMMENCE AT THE NW CORNER OF THE SW 1/4 OF SECTION 13, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA AND RUN S89°52'21"E, ALONG THE NORTH BOUNDARY OF SAID SW 1/4, 2203.99'; THENCE S07°57'05"W, 580.63' FOR A POINT OF BEGINNING; THENCE S82°02'55"E, 423.19'; THENCE S07°57'05"W, 23.91' TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 40.00', CHORD BEARING OF S32°25'19"E AND CHORD OF 51.81' AND A CENTRAL ANGLE OF 80°43'43"; THENCE ALONG SAID CURVE 56.36 FEET; THENCE S07°57'05"W, 30.17'; THENCE S82°02'55"E, 20.00' TO THE NORTH BOUNDARY OF THAT CERTAIN PARCEL DESCRIBE IN OR 1449, PG 939, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N82°02'55"W, ALONG SAID BOUNDARY 476.75' TO THE NW CORNER OF SAID PROPERTY; THENCE N07°57'05"E, 105.00' TO THE P.O.B.

AND

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LESS THE WEST 1,828.75 FEET THEREOF, LYING NORTH OF COUNTY ROAD 54.

ALL OF THE FOREGOING PROPERTY LOCATED IN PASCO COUNTY, FLORIDA.

LESS AND EXCEPT: (LANDS IN WARRANTY DEED OR 4733-1639 AND CORRECTIVE QUIT-CLAIM DEED OR 6002-717)

A PORTION OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 14; RUN THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 14, SOUTH 739.52 FEET TO A POINT ON A CURVE ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 54, AS RECORDED IN OFFICIAL RECORD BOOK 4214, PAGE 634, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES: 1) SOUTHEASTERLY, 397.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5789.58 FEET AND A CENTRAL ANGLE OF 03°56'19" (CHORD BEARING S59°44'17"E, 397.91 FEET) TO A POINT OF TANGENCY; 2) S57°46'07"E, 256.51 FEET; THENCE N32°13'53"E, 45.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF A 45 FOOT WIDE PERPETUAL UTILITY AND ROADWAY EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 4214, PAGE 634, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY BOUNDARY, N57°46'07"W, 177.00 FEET; THENCE N32°13'53"E, 78.11 FEET; THENCE S57°46'07"E, 10.00 FEET; THENCE N32°13'53"E, 171.89 FEET; THENCE S57°46'07"E, 182.00 FEET; THENCE S32°13'53"W, 250.00 FEET TO A POINT ON SAID NORTHERLY BOUNDARY OF A 45 FOOT WIDE PERPETUAL UTILITY AND ROADWAY EASEMENT; THENCE ALONG SAID NORTHERLY BOUNDARY, N57°46'07"W, 15.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION CONTAINED IN THE FOLLOWING FOUR PLATS:

1. **NEW RIVER LAKES PHASES "A"; "B1 A" AND "C1", RECORDED IN PLAT BOOK 38, PAGES 97 THROUGH 103, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.**
2. **NEW RIVER LAKES PHASE "B1B", RECORDED IN PLAT BOOK 40, PAGES 66, 67, AND 68, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.**
3. **NEW RIVER LAKES PHASE "C2", RECORDED IN PLAT BOOK 40, PAGES 69, 70, AND 71, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.**
4. **NEW RIVER LAKES VILLAGES PHASE "B2" AND "D", RECORDED IN PLAT BOOK 44, PAGES 105 THROUGH 115, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.**

LESS AND EXCEPT THE FOLLOWING DESCRIBED 4 PARCELS, CONVEYED TO NRD, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BY VIRTUE OF SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5933, PAGE 1583, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, TO WIT:

PARCEL 1:

A PORTION OF LAND LYING IN SECTION 10, 11, 14 AND 15, TOWNSHIP 26 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE SOUTH 00°06'02" WEST, A DISTANCE OF 2,659.62 FEET; THENCE NORTH 89°56'04" WEST, A DISTANCE OF 1,824.93 FEET; THENCE SOUTH 00°01'19" WEST, A DISTANCE OF 1,227.84 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF COUNTY ROAD 54 PER O.R. BOOK 4214, PAGE 634; THENCE ALONG SAID NORTHERLY RIGHT OF WAY NORTH 82°02'39" WEST, A DISTANCE OF 848.38 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY NORTH 07°52'20" EAST, A DISTANCE OF 437.16 FEET; THENCE NORTH 82°00'26" WEST, A DISTANCE OF 600.03 FEET; THENCE SOUTH 07°55'20" WEST, A DISTANCE OF 437.57 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF COUNTY ROAD 54 PER O.R. BOOK 4214, PAGE 634; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 82°02'39" WEST, A DISTANCE OF 1128.51 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE NORTH 00°29'21" EAST, A DISTANCE OF 416.57 FEET; THENCE NORTH 82°04'25" WEST, A DISTANCE OF 199.99 FEET; THENCE SOUTH 00°29'20" WEST, A DISTANCE OF 416.45 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF COUNTY ROAD 54 PER O.R. BOOK 4214, PAGE 634; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 82°02'39" WEST, A DISTANCE OF 1411.23 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2,804.79 FEET, A CENTRAL ANGLE OF 24°17'34" AND A CHORD DISTANCE OF 1,180.31 FEET WHICH BEARS NORTH 69°54'54" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,189.20 FEET; THENCE NORTH 57°46'07" WEST, A DISTANCE OF 947.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 57°46'07" WEST, A DISTANCE OF 658.23 FEET; THENCE NORTH 66°59'27" EAST, A DISTANCE OF 213.68 FEET; THENCE NORTH 39°47'22" EAST, A DISTANCE OF 141.05 FEET; THENCE NORTH 29°23'48" WEST, A DISTANCE OF 176.18 FEET; THENCE NORTH 62°32'53" WEST, A DISTANCE OF 114.87 FEET; THENCE NORTH 03°25'31" WEST, A DISTANCE OF 290.38 FEET; THENCE NORTH 14°28'18" EAST, A DISTANCE OF 378.43 FEET; THENCE NORTH 03°33'01" EAST, A DISTANCE OF 60.00 FEET; THENCE NORTH 16°53'53" WEST, A DISTANCE OF 294.67 FEET; THENCE NORTH 00°00'06" EAST, A DISTANCE OF 44.87 FEET; THENCE NORTH 00°00'02" WEST, A DISTANCE OF 493.70 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 521.43 FEET; THENCE NORTH 35°00'00" WEST, A DISTANCE OF 413.40 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 450.00 FEET; THENCE NORTH 32°00'00" WEST, A DISTANCE OF 639.55 FEET; THENCE NORTH 40°29'10" WEST, A DISTANCE OF 234.71 FEET; THENCE NORTH 57°00'00" WEST, A DISTANCE OF 199.59 FEET; THENCE SOUTH 33°00'00" WEST, A DISTANCE OF 400.01 FEET; THENCE NORTH 64°24'26" WEST, A DISTANCE OF 260.77 FEET; THENCE SOUTH 72°46'24" WEST, A DISTANCE OF 149.80 FEET; THENCE SOUTH 50°27'57" WEST, A DISTANCE OF 385.42 FEET; THENCE SOUTH 00°23'29" EAST, A DISTANCE OF 275.46 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 877.97 FEET; THENCE NORTH 00°08'49" EAST, A DISTANCE OF 210.16 FEET; THENCE NORTH 00°04'41" EAST, A DISTANCE OF 334.14 FEET; THENCE NORTH 00°13'57" EAST, A DISTANCE OF 1,324.37 FEET; THENCE NORTH 00°14'56" EAST, A DISTANCE OF 99.64 FEET; THENCE SOUTH 80°59'29" EAST, A DISTANCE OF 231.57 FEET; THENCE SOUTH 74°29'05" EAST, A DISTANCE OF 261.45 FEET; THENCE SOUTH 80°05'47" EAST, A DISTANCE OF 285.53 FEET; THENCE NORTH 11°26'48" EAST, A DISTANCE OF 336.22 FEET; THENCE NORTH 58°53'26" EAST, A DISTANCE OF 330.06 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 22,803.00 FEET, A CENTRAL ANGLE OF 02°00'03" AND A CHORD DISTANCE OF 796.27 FEET WHICH BEARS NORTH 88°37'16" EAST, THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 796.31 FEET; THENCE SOUTH 38°56'53" EAST, A DISTANCE OF 246.73 FEET; THENCE SOUTH 81°26'48" EAST, A DISTANCE OF 446.39 FEET; THENCE SOUTH 39°25'30" EAST, A DISTANCE OF 291.59 FEET; THENCE NORTH 26°46'12" EAST, A DISTANCE OF 285.45 FEET; THENCE NORTH 74°05'04" EAST, A DISTANCE OF 305.70 FEET; THENCE NORTH 79°55'30" EAST, A DISTANCE OF 779.09 FEET; THENCE SOUTH 89°42'22" EAST, A DISTANCE OF 426.76 FEET; THENCE SOUTH 48°47'45" EAST, A DISTANCE OF 459.82 FEET; THENCE SOUTH 20°11'29" WEST, A DISTANCE OF 34.86 FEET THENCE SOUTH 54°05'40" WEST, A DISTANCE OF 276.52 FEET; THENCE SOUTH 36°18'48" EAST, A DISTANCE OF 1,069.55 FEET; THENCE SOUTH 26°37'59" EAST, A DISTANCE OF 242.35 FEET; THENCE SOUTH 01°52'42" WEST, A DISTANCE OF 369.78 FEET; THENCE SOUTH 43°25'11" EAST, A DISTANCE OF 310.02 FEET; THENCE SOUTH 29°26'01" EAST, A DISTANCE OF 251.15 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2,530.34 FEET, A CENTRAL ANGLE OF 06°25'11" AND A CHORD DISTANCE OF 283.36 FEET

WHICH BEARS SOUTH 58°45'24" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 283.51 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2,585.59 FEET, A CENTRAL ANGLE OF 06°25'11" AND A CHORD DISTANCE OF 289.55 FEET WHICH BEARS SOUTH 58°45'24" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 289.70 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,353.20 FEET, A CENTRAL ANGLE OF 60°21'07" AND A CHORD DISTANCE OF 1,360.39 FEET WHICH BEARS SOUTH 31°47'26" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,425.38 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3,132.36 FEET, A CENTRAL ANGLE OF 02°04'43" AND A CHORD DISTANCE OF 113.63 FEET WHICH BEARS SOUTH 02°39'14" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 113.63 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY HAVING A RADIUS OF 609.44 FEET, A CENTRAL ANGLE OF 09°47'22" AND A CHORD DISTANCE OF 104.00 FEET WHICH BEARS SOUTH 01°12'06" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 104.13 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 659.20 FEET, A CENTRAL ANGLE OF 58°15'37" AND A CHORD DISTANCE OF 641.79 FEET WHICH BEARS SOUTH 23°02'01" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 670.29 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 606.64 FEET, A CENTRAL ANGLE OF 09°29'59" AND A CHORD DISTANCE OF 100.47 FEET WHICH BEARS SOUTH 47°24'50" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 100.58 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 20,930.28 FEET, A CENTRAL ANGLE OF 00°52'34" AND A CHORD DISTANCE OF 320.00 FEET WHICH BEARS SOUTH 43°06'07" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 320.00 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 56°13'25" AND A CHORD DISTANCE OF 226.17 FEET WHICH BEARS SOUTH 15°25'41" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 235.51 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 50°30'09" AND A CHORD DISTANCE OF 307.14 FEET WHICH BEARS SOUTH 12°34'04" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 317.32 FEET; THENCE SOUTH 37°49'08" WEST, A DISTANCE OF 48.78 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PORTION OF LAND LYING IN SECTIONS 11, 12, 13, AND 14, TOWNSHIP 26 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE SOUTH 00°06'02" WEST, A DISTANCE OF 2,659.62 FEET; THENCE NORTH 89°56'04" WEST, A DISTANCE OF 1,824.93 FEET; THENCE SOUTH 00°01'19" WEST, A DISTANCE OF 1,227.84 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF COUNTY ROAD 54 PER O.R. BOOK 4214, PAGE 634, THENCE ALONG SAID NORTHERLY RIGHT OF WAY NORTH 82°02'39" WEST, A DISTANCE OF 848.38 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY NORTH 07°52'20" EAST, A DISTANCE OF 437.16 FEET; THENCE NORTH 82°00'26" WEST, A DISTANCE OF 600.03 FEET; THENCE SOUTH 07°55'20" WEST, A DISTANCE OF 437.57 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF COUNTY ROAD 54 PER O.R. BOOK 4214, PAGE 634; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 82°02'39" WEST, A DISTANCE OF 1128.51 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE NORTH 00°29'21" EAST, A DISTANCE OF 416.57 FEET; THENCE NORTH 82°04'25" WEST, A DISTANCE OF 199.99 FEET; THENCE SOUTH 00°29'20" WEST, A DISTANCE OF 416.45 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY COUNTY ROAD 54 PER O.R. BOOK 4214, PAGE 634; THENCE ALONG SAID

NORTHERLY RIGHT OF WAY LINE NORTH 82°02'39" WEST, A DISTANCE OF 665.67 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE NORTH 18°38'44" EAST, A DISTANCE OF 1,096.29 FEET; THENCE NORTH 59°46'45" WEST, A DISTANCE OF 786.83 FEET; THENCE NORTH 22°45'16" WEST, A DISTANCE OF 177.02 FEET; THENCE NORTH 03°00'04" WEST, A DISTANCE OF 374.72 FEET; THENCE NORTH 59°45'40" WEST, A DISTANCE OF 128.53 FEET; THENCE NORTH 09°39'48" EAST, A DISTANCE OF 430.06 FEET TO THE POINT OF BEGINNING; THENCE NORTH 58°16'31" WEST, A DISTANCE OF 423.28 FEET; THENCE NORTH 04°22'29" EAST, A DISTANCE OF 635.83 FEET; THENCE NORTH 08°43'40" WEST, A DISTANCE OF 378.26 FEET; THENCE NORTH 07°42'11" EAST, A DISTANCE OF 274.03 FEET; THENCE NORTH 16°18'39" EAST, A DISTANCE OF 177.90 FEET; THENCE NORTH 29°26'01" WEST, A DISTANCE OF 251.15 FEET; THENCE NORTH 43°25'11" WEST, A DISTANCE OF 310.02 FEET; THENCE NORTH 01°52'42" EAST, A DISTANCE OF 369.78 FEET; THENCE NORTH 26°37'59" WEST, A DISTANCE OF 242.35 FEET; THENCE NORTH 36°18'48" WEST, A DISTANCE OF 1,069.55 FEET; THENCE NORTH 54°05'40" EAST, A DISTANCE OF 276.52 FEET THENCE NORTH 20°11'29" EAST, A DISTANCE OF 34.86 FEET; THENCE NORTH 05°46'53" EAST, A DISTANCE OF 224.28 FEET; THENCE NORTH 42°14'18" EAST, A DISTANCE OF 105.34 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 8,715.00 FEET, A CENTRAL ANGLE OF 05°50'21" AND A CHORD DISTANCE OF 887.77 FEET WHICH BEARS NORTH 86°46'32" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 888.15 FEET; THENCE SOUTH 40°31'17" EAST, A DISTANCE OF 171.55 FEET; THENCE SOUTH 63°41'36" EAST, A DISTANCE OF 77.83 FEET; THENCE SOUTH 25°42'37" EAST, A DISTANCE OF 159.34 FEET; THENCE SOUTH 63°10'41" EAST, A DISTANCE OF 108.62 FEET; THENCE SOUTH 22°33'40" EAST, A DISTANCE OF 82.41 FEET; THENCE SOUTH 68°25'48" EAST, A DISTANCE OF 137.99 FEET; THENCE SOUTH 22°31'38" EAST, A DISTANCE OF 92.95 FEET; THENCE SOUTH 48°15'18" EAST, A DISTANCE OF 122.05 FEET; THENCE SOUTH 63°09'08" EAST, A DISTANCE OF 506.32 FEET; THENCE NORTH 19°24'52" EAST, A DISTANCE OF 412.98 FEET; THENCE SOUTH 81°41'31" EAST, A DISTANCE OF 120.45 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2,068.00 FEET, A CENTRAL ANGLE OF 00°26'23" AND A CHORD DISTANCE OF 15.87 FEET WHICH BEARS SOUTH 12°53'31" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 15.88 FEET; THENCE SOUTH 19°24'52" WEST, A DISTANCE OF 293.23 FEET; THENCE SOUTH 09°18'41" WEST, A DISTANCE OF 129.70 FEET; THENCE SOUTH 84°03'17" EAST, A DISTANCE OF 118.09 FEET; THENCE SOUTH 89°30'26" EAST, A DISTANCE OF 201.21 FEET; THENCE NORTH 76°02'44" EAST, A DISTANCE OF 198.85 FEET; THENCE NORTH 65°40'08" EAST, A DISTANCE OF 87.78 FEET; THENCE SOUTH 26°21'11" EAST, A DISTANCE OF 110.14 FEET; THENCE SOUTH 21°23'45" EAST, A DISTANCE OF 71.80 FEET; THENCE SOUTH 13°26'52" EAST, A DISTANCE OF 494.73 FEET; THENCE SOUTH 75°22'41" EAST, A DISTANCE OF 427.35 FEET; THENCE SOUTH 32°48'45" EAST, A DISTANCE OF 958.48 FEET; THENCE SOUTH 15°00'31" WEST, A DISTANCE OF 708.90 FEET; THENCE NORTH 48°24'34" WEST, A DISTANCE OF 748.34 FEET; THENCE NORTH 61°49'02" WEST, A DISTANCE OF 492.74 FEET; THENCE SOUTH 70°31'57" WEST, A DISTANCE OF 389.42 FEET; THENCE SOUTH 06°20'36" EAST, A DISTANCE OF 405.25 FEET; THENCE SOUTH 26°30'38" WEST, A DISTANCE OF 318.56 FEET; THENCE SOUTH 55°28'57" WEST, A DISTANCE OF 670.00 FEET; THENCE SOUTH 36°34'33" EAST, A DISTANCE OF 214.38 FEET; THENCE SOUTH 13°24'10" WEST, A DISTANCE OF 43.44 FEET; THENCE SOUTH 59°02'57" WEST, A DISTANCE OF 37.90 FEET; THENCE NORTH 84°33'45" WEST, A DISTANCE OF 54.85 FEET; THENCE SOUTH 88°18'58" WEST, A DISTANCE OF 44.22 FEET; THENCE SOUTH 41°04'44" WEST, A DISTANCE OF 38.97 FEET; THENCE SOUTH 50°00'51" WEST, A DISTANCE OF 41.24 FEET; THENCE NORTH 78°01'06" WEST, A DISTANCE OF 144.39 FEET; THENCE SOUTH 54°18'34" WEST, A DISTANCE OF 487.10 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PORTION OF LAND LYING IN SECTIONS 12 AND 13, TOWNSHIP 26 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE NORTH 80°13'18" EAST, A DISTANCE OF 151.53 FEET TO THE POINT OF BEGINNING; THENCE NORTH 55°28'57" EAST, A DISTANCE OF 405.25 FEET; THENCE SOUTH 47°48'45" EAST, A DISTANCE OF 416.78 FEET; THENCE SOUTH 55°28'57" WEST, A DISTANCE OF 670.00 FEET; THENCE NORTH 11°54'33" WEST, A DISTANCE OF 439.37 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PORTION OF LAND LYING IN SECTIONS 12, 13, AND 14, TOWNSHIP 26 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE SOUTH 00°06'02" WEST, A DISTANCE OF 2,659.62 FEET; THENCE NORTH 89°56'04" WEST, A DISTANCE OF 1,824.93 FEET; THENCE SOUTH 00°01'19" WEST, A DISTANCE OF 1,227.84 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF COUNTY ROAD 54 PER O.R. BOOK 4214, PAGE 634; THENCE ALONG SAID NORTHERLY RIGHT OF WAY NORTH 82°02'39" WEST, A DISTANCE OF 848.38 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY NORTH 07°52'20" EAST, A DISTANCE OF 437.16 FEET; THENCE NORTH 82°00'26" WEST, A DISTANCE OF 600.03 FEET; THENCE SOUTH 07°55'20" WEST, A DISTANCE OF 437.57 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF COUNTY ROAD 54 PER O.R. BOOK 4214, PAGE 634; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 82°02'39" WEST, A DISTANCE OF 802.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 82°02'39" WEST A DISTANCE OF 325.53 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE NORTH 00°29'21" EAST, A DISTANCE OF 416.57 FEET, THENCE NORTH 82°04'25" WEST, A DISTANCE OF 199.99 FEET; THENCE SOUTH 00°29'20" WEST, A DISTANCE OF 416.45 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF COUNTY ROAD 54 PER O.R. BOOK 4214, PAGE 634; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 82°02'39" WEST, A DISTANCE OF 665.67 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE NORTH 18°38'44" EAST, A DISTANCE OF 1,096.2 FEET; THENCE NORTH 59°46'45" WEST, A DISTANCE OF 786.83 FEET; THENCE NORTH 22°45'16" WEST, A DISTANCE OF 177.02 FEET; THENCE NORTH 03°00'04" WEST, A DISTANCE OF 374.72 FEET; THENCE NORTH 59°45'40" WEST, A DISTANCE OF 128.53 FEET; THENCE NORTH 09°39'48" EAST, A DISTANCE OF 430.06 FEET; THENCE NORTH 54°18'34" EAST, A DISTANCE OF 487.10 FEET; THENCE SOUTH 78°01'06" EAST, A DISTANCE OF 144.39 FEET; THENCE NORTH 50°00'51" EAST, A DISTANCE OF 41.24 FEET, THENCE NORTH 41°04'44" EAST, A DISTANCE OF 38.97 FEET; THENCE NORTH 88°18'58" EAST, A DISTANCE OF 44.22 FEET; THENCE SOUTH 84°33'45" EAST, A DISTANCE OF 54.85 FEET; THENCE NORTH 59°02'57" EAST, A DISTANCE OF 37.90 FEET; THENCE NORTH 13°24'10" EAST, A DISTANCE OF 43.44 FEET; THENCE NORTH 36°34'33" WEST, A DISTANCE OF 214.38 FEET; THENCE NORTH 55°28'57" EAST, A DISTANCE OF 670.00 FEET; THENCE NORTH 26°30'38" EAST, A DISTANCE OF 318.56 FEET; THENCE NORTH 06°20'36" WEST, A DISTANCE OF 405.25 FEET; THENCE NORTH 70°31'25" EAST, A DISTANCE OF 389.42 FEET; THENCE SOUTH 61°49'02" EAST, A DISTANCE OF 492.74 FEET; THENCE SOUTH 48°24'34" EAST, A DISTANCE OF 748.34 FEET; THENCE SOUTH 56°28'45" EAST, A DISTANCE OF 176.08 FEET; THENCE SOUTH 48°36'48" EAST, A DISTANCE OF 176.09 FEET; THENCE SOUTH 29°30'10" EAST, A DISTANCE OF 1,614.33 FEET; THENCE SOUTH 26°57'31" WEST, A DISTANCE OF 964.78 FEET; THENCE SOUTH 60°43'46" WEST, A DISTANCE OF 1,359.13 FEET; THENCE SOUTH 52°21'14" WEST, A DISTANCE OF 546.89 FEET; THENCE SOUTH 00°03'42" WEST, A DISTANCE OF 156.56 FEET TO THE POINT OF BEGINNING.

PARCEL 4 / 81 LOTS PROPERTY

DESCRIPTION: A parcel of land lying in the Northwest 1/4 of Section 14, Township 26 South, Range 20 East, Pasco County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 14, run thence along the North boundary of said Section 14, N. 89°39'23" W., 3023.20 feet to a point on the Easterly boundary of NEW RIVER LAKES VILLAGES "B2" and "D", according to the plat thereof as recorded in Plat Book 44, Pages 105 through 115, inclusive, of the Public Records of Pasco County, Florida; thence along said Easterly boundary the following eleven (11) courses: 1) SOUTH, 123.08 feet; 2) S. 84°30'00" W., 150.51 feet; 3) S. 05°30'00" E., 171.00 feet to a point of curvature; 4) Southerly, 218.38 feet along the arc of a curve to the right having a radius of 275.00 feet and a central angle of 45°30'00" (chord bearing S. 17°15'00" W., 212.69 feet) to a point of tangency; 5) S. 40°00'00" W., 50.00 feet; 6) S. 50°00'00" E., 110.00 feet; 7) N. 88°47'00" E., 144.41 feet; 8) SOUTH, 44.87 feet; 9) S. 16°53'53" E., 294.67 feet; 10) S. 03°33'01" W., 60.00 feet to a point on a curve; 11) Westerly, 171.57 feet along the arc of a curve to the right having a radius of 1230.00 feet and a central angle of 07°59'32" (chord bearing N. 82°27'13" W., 171.43 feet) to the POINT OF BEGINNING; thence SOUTH, 374.94 feet; thence EAST, 39.09 feet; thence S. 25°12'35" W., 90.00 feet; thence S. 28°28'56" E., 91.15 feet; thence S. 05°11'07" E., 49.00 feet; thence S. 03°48'03" W., 54.81 feet; thence S. 21°39'51" E., 91.70 feet; thence S. 66°40'32" E., 76.31 feet; thence S. 63°10'36" E., 68.43 feet; thence S. 18°30'09" E., 58.75 feet; thence S. 10°41'43" W., 72.58 feet; thence S. 35°13'40" W., 67.04 feet; thence S. 85°07'26" W., 69.44 feet; thence S. 64°14'31" W., 26.66 feet; thence N. 57°46'07" W., 124.98 feet; thence S. 32°13'53" W., 80.00 feet to a point on the Northerly boundary of the Perpetual Utility and Roadway Easement, as recorded in Official Records Book 4214, Page 634, Public Records of Pasco County, Florida; thence along said Northerly boundary, N. 57°46'07" W., 1146.71 feet; thence N. 33°00'00" E., 730.64 feet to a point of curvature on the aforesaid Easterly boundary of NEW RIVER LAKES VILLAGES "B2" AND "D"; thence along said Easterly boundary the following three (3) courses: 1) Easterly, 38.60 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 88°27'59" (chord bearing N. 77°13'59" E., 34.88 feet) to a point of reverse curvature; 2) Southeasterly, 574.55 feet along the arc of a curve to the left having a radius of 2030.00 feet and a central angle of 16°12'59" (chord bearing S. 66°38'31" E., 572.63 feet) to a point of compound curvature; 3) Easterly, 79.59 feet along the arc of a curve to the left having a radius of 1230.00 feet and a central angle of 03°42'27" (chord bearing S. 76°36'14" E., 79.58 feet) to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT: (6116-572 & 6272-1592):

DESCRIPTION: A parcel of land lying in Section 14, Township 26 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southerlymost corner of Lot 13, Block 4, NEW RIVER LAKES VILLAGES B2 AND D, according to the plat thereof recorded in Plat Book 44, page 105 - 115, inclusive, of the Public Records of Pasco County, Florida, run thence along the Northerly boundary of a 45 feet Perpetual Utility and Roadway Easement recorded in Official Records Book 4214, Page 634, of the Public Records of Pasco County, Florida the following two (2) courses: 1) Southeasterly, 42.82 feet along the arc of a curve to the right having a radius of 5835.58 feet and a central angle of 00°25'14" (chord bearing South 57°58'44" East, 42.82 feet) to a point of tangency; 2) South 57°46'07" East, 271.51 feet; thence North 32°13'53" East, 58.54 feet for a POINT OF BEGINNING; thence continue North 32°13'53" East, 191.46 feet; thence South 57°46'07" East, 25.00 feet; thence South 32°13'53" West, 196.89 feet; thence North 57°46'07" West, 16.09 feet to a point of curvature; thence Northwesterly, 10.47 feet along the arc of a curve to the right having a radius of 10.00 feet and a central angle of 60°00'00" (chord bearing N. 27°46'07" W., 10.00 feet) to a point of tangency; thence N. 02°13'53" E., 0.50 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT: (6859-131):

A PORTION OF LAND LYING IN SECTION 14, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 14-26-20; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14-26-20 SOUTH 00°32'01" EAST, A DISTANCE OF 1294.44 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 89°27'59" WEST, A DISTANCE OF 804.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 701.74 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 191.75 FEET; THENCE NORTH 12°21'15" EAST, A DISTANCE OF 90.61 FEET; THENCE NORTH 07°52'29" WEST, A DISTANCE OF 117.72 FEET; THENCE NORTH 30°29'30" WEST, A DISTANCE OF 98.43 FEET; THENCE NORTH 37°23'22" WEST, A DISTANCE OF 59.53 FEET; THENCE NORTH 81°48'02" WEST, A DISTANCE OF 78.08 FEET; THENCE SOUTH 79°02'38" WEST, A DISTANCE OF 51.97 FEET; THENCE SOUTH 81°00'19" WEST, A DISTANCE OF 79.19 FEET; THENCE SOUTH 79°08'13" WEST, A DISTANCE OF 54.86 FEET; THENCE SOUTH 77°30'40" WEST, A DISTANCE OF 76.60 FEET; THENCE NORTH 80°37'56" WEST, A DISTANCE OF 114.92 FEET; THENCE SOUTH 69°06'42" WEST, A DISTANCE OF 102.04 FEET; THENCE NORTH 84°49'13" WEST, A DISTANCE OF 60.43 FEET; THENCE SOUTH 84°40'50" WEST, A DISTANCE OF 54.67 FEET; THENCE NORTH 65°18'55" WEST, A DISTANCE OF 127.98 FEET; THENCE SOUTH 59°51'47" WEST, A DISTANCE OF 75.26 FEET; THENCE SOUTH 81°43'03" WEST, A DISTANCE OF 71.83 FEET; THENCE SOUTH 79°39'16" WEST, A DISTANCE OF 65.48 FEET; THENCE NORTH 84°45'22" WEST, A DISTANCE OF 81.34 FEET; THENCE SOUTH 79°24'01" WEST, A DISTANCE OF 172.60 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 690.00 FEET, A CENTRAL ANGLE OF 06°24'59" AND A CHORD DISTANCE OF 77.23 FEET WHICH BEARS NORTH 47°54'31" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 77.27 FEET; THENCE NORTH 51°07'01" EAST, A DISTANCE OF 122.51 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 760.00 FEET, A CENTRAL ANGLE OF 23°00'05" AND A CHORD DISTANCE OF 303.06 FEET WHICH BEARS NORTH 39°36'58" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 305.10 FEET; THENCE SOUTH 50°31'50" EAST, A DISTANCE OF 15.29 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 02°16'12" AND A CHORD DISTANCE OF 30.70 FEET WHICH BEARS NORTH 27°12'11" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.70 FEET; THENCE NORTH 50°31'49" WEST, A DISTANCE OF 15.43 FEET TO A POINT OF CURVATURE OF NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 760.00 FEET, A CENTRAL ANGLE OF 27°44'25" AND A CHORD DISTANCE OF 364.38 FEET WHICH BEARS NORTH 11°55'43" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 367.96 FEET; THENCE NORTH 01°56'30" WEST, A DISTANCE OF 105.12 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,500.00 FEET, A CENTRAL ANGLE OF 06°48'24" AND A CHORD DISTANCE OF 178.09 FEET WHICH BEARS NORTH 01°27'42" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 178.20 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 56.89 FEET; THENCE SOUTH 35°30'23" WEST, A DISTANCE OF 24.78 FEET; THENCE SOUTH 83°07'40" EAST, A DISTANCE OF 82.57 FEET; THENCE SOUTH 71°42'59" EAST, A DISTANCE OF 31.23 FEET; THENCE SOUTH 89°50'38" EAST, A DISTANCE OF 32.50 FEET; THENCE SOUTH 49°57'31" EAST, A DISTANCE OF 90.65 FEET; THENCE SOUTH 34°59'25" EAST, A DISTANCE OF 93.32 FEET; THENCE SOUTH 30°26'35" EAST, A DISTANCE OF 58.56 FEET; THENCE SOUTH 23°05'26" EAST, A DISTANCE OF 11.75 FEET; THENCE SOUTH 00°26'34" EAST, A DISTANCE OF 59.07 FEET; THENCE SOUTH 60°03'04" EAST, A DISTANCE OF 78.41 FEET; THENCE NORTH 40°45'36" EAST, A DISTANCE OF 42.75 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 312.16 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 276.92 FEET; THENCE NORTH 89°57'32" EAST, A DISTANCE OF 312.19 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING FIVE (5) PARCELS OF LAND: (7297-924):

1. NEW RIVER LAKES NRD LLC ADDITIONAL OWNERSHIP PARCEL 1A

A PARCEL OF LAND LYING IN SECTION 14, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 14, RUN THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 14, N.89°39'23"W., 1591.23 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY, 224.06 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 08°33'31" (CHORD BEARING S.30°40'14"W., 223.85 FEET); THENCE S.73°17'37"E., 15.22 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY, 30.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1485.00 FEET AND A CENTRAL ANGLE OF 01°10'21" (CHORD BEARING S.25°54'13"W., 30.39 FEET); THENCE N.73°17'37"W., 15.17 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY, 533.79 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 20°23'21" (CHORD BEARING S.15°02'10"W., 530.98 FEET) TO A POINT ON A CURVE; THENCE SOUTHERLY, 1.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1353.20 FEET AND A CENTRAL ANGLE OF 00°04'43" (CHORD BEARING S.01°39'14"W., 1.86 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 113.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3132.36 FEET AND A CENTRAL ANGLE OF 02°04'37" (CHORD BEARING S.02°39'11"W., 113.54 FEET) TO A POINT ON A CURVE; THENCE SOUTHERLY, 62.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 02°23'08" (CHORD BEARING S.00°45'37"E., 62.45 FEET) TO A POINT OF TANGENCY; THENCE CONTINUE S.01°57'11"E., 42.66 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY, 112.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 659.20 FEET AND A CENTRAL ANGLE OF 09°47'18" (CHORD BEARING S.01°06'50"E., 112.48 FEET) TO A POINT ON A CURVE ALSO BEING THE POINT OF BEGINNING; THENCE SOUTHERLY, 317.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 23°58'02" (CHORD BEARING S.13°48'13"W., 315.60 FEET); THENCE S.50°32'30"E., 15.43 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY, 30.70 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 02°16'12" (CHORD BEARING S.27°11'30"W., 30.70 FEET); THENCE N.50°32'30"W., 15.29 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY, 305.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 23°00'05" (CHORD BEARING S.39°36'17"W., 303.06 FEET) TO A POINT OF TANGENCY; THENCE S.51°06'20"W., 122.51 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 421.92 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 690.00 FEET AND A CENTRAL ANGLE OF 35°02'06" (CHORD BEARING S.33°35'17"W., 415.38 FEET) TO A POINT ON A CURVE; THENCE NORTHERLY, 228.88 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET AND A CENTRAL ANGLE OF 54°38'30" (CHORD BEARING N.16°13'09"E., 220.31 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 320.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20930.28 FEET AND A CENTRAL ANGLE OF 00°52'34" (CHORD BEARING N.43°06'07"E., 320.00 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 100.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 606.64 FEET AND A CENTRAL ANGLE OF 09°29'59" (CHORD BEARING N.47°24'50"E., 100.47 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 556.66 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 659.20 FEET AND A CENTRAL ANGLE OF 48°23'01" (CHORD BEARING N.27°58'19"E., 540.27 FEET) TO THE POINT OF BEGINNING.

2. NEW RIVER LAKES NRD LLC ADDITIONAL OWNERSHIP PARCEL 1B:

A PARCEL OF LAND LYING IN SECTION 14, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 14, RUN THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 14, N.89°39'23"W., 1591.23 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY, 224.06 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 08°33'31" (CHORD BEARING S.30°40'14"W., 223.85 FEET); THENCE S.73°17'37"E., 15.22 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY, 30.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1485.00 FEET AND A CENTRAL ANGLE OF 01°10'21" (CHORD BEARING S.25°54'13"W., 30.39 FEET); THENCE N.73°17'37"W., 15.17 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY, 533.79 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 20°23'21" (CHORD BEARING S.15°02'10"W., 530.98 FEET) TO A POINT ON A CURVE; THENCE SOUTHERLY, 1.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1353.20 FEET AND A CENTRAL ANGLE OF 00°04'43" (CHORD BEARING S.01°39'14"W., 1.86 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 113.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3132.36 FEET AND A CENTRAL ANGLE OF 02°04'37" (CHORD BEARING S.02°39'11"W., 113.54 FEET) TO A POINT ON A CURVE ALSO BEING THE POINT OF BEGINNING; THENCE SOUTHERLY, 62.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 02°23'08" (CHORD BEARING S.00°45'37"E., 62.45 FEET) TO A POINT OF TANGENCY; THENCE S.01°57'11"E., 42.66 FEET TO A POINT ON A CURVE; THENCE NORTHERLY, 1.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 659.20 FEET AND A CENTRAL ANGLE OF 00°05'18" (CHORD BEARING N.06°03'08"W., 1.02 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 104.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 609.44 FEET AND A CENTRAL ANGLE OF 09°47'22" (CHORD BEARING N.01°12'06"W., 104.00 FEET) TO A POINT ON A CURVE; THENCE NORTHERLY, 0.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 3132.36 FEET AND A CENTRAL ANGLE OF 00°00'06" (CHORD BEARING N.03°41'33"E., 0.09 FEET) TO THE POINT OF BEGINNING.

3. NEW RIVER LAKES NRD LLC ADDITIONAL OWNERSHIP PARCEL 1C:

A PARCEL OF LAND LYING IN SECTIONS 11 AND 14, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 14, RUN THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 14, N.89°39'23"W., 1591.23 FEET TO A POINT ON A CURVE ALSO BEING THE POINT OF BEGINNING; THENCE SOUTHWESTERLY, 224.06 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 08°33'31" (CHORD BEARING S.30°40'14"W., 223.85 FEET); THENCE S.73°17'37"E., 15.22 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY, 30.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1485.00 FEET AND A CENTRAL ANGLE OF 01°10'21" (CHORD BEARING S.25°54'13"W., 30.39 FEET); THENCE N.73°17'37"W., 15.17 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY, 533.79 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 20°23'21" (CHORD BEARING S.15°02'10"W., 530.98 FEET) TO A POINT ON A CURVE; THENCE NORTHEASTERLY, 1402.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1353.20 FEET AND A CENTRAL ANGLE OF 59°21'44" (CHORD BEARING N.31°22'28"E., 1340.13 FEET) TO A POINT ON A CURVE; THENCE SOUTHWESTERLY, 601.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 22°57'27" (CHORD BEARING S.46°25'43"W., 597.01 FEET) TO THE POINT OF BEGINNING.

4. NEW RIVER LAKES NRD LLC ADDITIONAL OWNERSHIP PARCEL 1D:

A PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 12, RUN THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 12, N.00°17'47"E., 1246.37 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY, 837.52 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3460.00 FEET AND A CENTRAL ANGLE OF 13°52'08" (CHORD BEARING S.51°48'39"W., 835.48 FEET) TO A POINT OF TANGENCY; THENCE S.58°44'43"W., 26.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.58°44'43"W., 233.07 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY, 233.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2530.34 FEET AND A CENTRAL ANGLE OF 05°16'46" (CHORD BEARING N.58°44'43"E., 233.07 FEET) TO THE POINT OF BEGINNING.

5. NEW RIVER LAKES NRD LLC ADDITIONAL OWNERSHIP PARCEL 2A:

A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 12, RUN THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 12, N.00°17'47"E., 1246.37 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY, 1246.87 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 3460.00 FEET AND A CENTRAL ANGLE OF 20°38'51" (CHORD BEARING N.34°33'09"E., 1240.14 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 59.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2060.00 FEET AND A CENTRAL ANGLE OF 01°38'32" (CHORD BEARING N.23°24'28"E., 59.05 FEET) TO THE POINT OF BEGINNING; THENCE N.09°18'41"E., 45.00 FEET; THENCE N.19°24'52"E., 282.76 FEET TO A POINT ON A CURVE; THENCE CONTINUE SOUTHERLY, 327.50 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2060.00 FEET AND A CENTRAL ANGLE OF 09°06'32" (CHORD BEARING S.18°01'55"W., 327.16 FEET) TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT: (7534-1661):

NEW RIVER LAKES CDD DRAINAGE AREA NO. 1 NEW RIVER PARTNERS LIMITED OWNERSHIP

A PARCEL OF LAND LYING IN SECTIONS 11 AND 14, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 14, RUN THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 14, N.89°38'34"W., 1432.57 FEET TO THE POINT OF BEGINNING; THENCE S.27°42'08"W., 41.31 FEET; THENCE S.61°21'41"W., 68.56 FEET; THENCE N.28°38'19"W., 117.43 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY, 561.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 21°26'36" (CHORD BEARING N.47°11'49"E., 558.12 FEET) TO A POINT ON A CURVE; THENCE NORTHEASTERLY, 21.52 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1353.20 FEET AND A CENTRAL ANGLE OF 00°54'40" (CHORD BEARING N.61°31'21"E., 21.52 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 289.70 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2585.59 FEET AND A CENTRAL ANGLE OF 06°25'11" (CHORD BEARING N.58°46'05"E., 289.55 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 24.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2530.34 FEET AND A CENTRAL ANGLE OF 00°33'31" (CHORD BEARING N.55°50'15"E., 24.67 FEET); THENCE N.58°45'24"E., 10.64 FEET; THENCE S.08°35'46"E., 136.43 FEET; THENCE S.36°46'01"W., 99.34 FEET; THENCE S.59°35'57"W., 97.16 FEET; THENCE S.24°21'54"W., 104.17 FEET; THENCE S.20°38'51"E., 163.19 FEET; THENCE WEST, 418.81 FEET; THENCE S.27°42'08"W., 91.94 FEET TO THE POINT OF BEGINNING

EXHIBIT "C"

USE RESTRICTIONS AND RULES

The following restrictions shall apply to all the Properties until such time as they are amended, modified, repealed, or limited by rules of the Association adopted pursuant to Article III of the Declaration.

1. General. The Properties shall be used only for residential and related purposes (which may include, without limitation, an information center and/or sales office for any real estate broker or on-site sales person(s) retained by Declarant to assist in the sale of property, offices for any property manager retained by the Association, or business offices for Declarant or the Association, consistent with the Declaration and any Supplemental Declaration). Except as specifically provided in the Declaration, Units shall be used for single-family residential purposes only. For purposes of these Use Restrictions and Rules, the term "family" shall mean a householder and one or more people living in the same household who are related to the householder by birth, marriage, or adoption.

2. Restricted Activities. The following activities are restricted within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by the Board of Directors:

(a) Parking of more than two (2) vehicles per Unit on private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, boats, recreational vehicles, trailers, or storage of inoperable vehicles anywhere in the Project other than in enclosed garages; provided, the Board may adopt reasonable regulations regarding guest and commercial parking. The Board shall, from time to time, create and amend the definition of "commercial vehicles". No vehicles may be parked on any portion of a Unit other than in a driveway or other paved parking space installed with the approval of the Declarant or the Association, whichever has architectural approval rights pursuant to Article IV. Notwithstanding the foregoing, mobile homes, boats, trailers and other recreational vehicles may be parked in the Properties for a maximum of forty-eight (48) hours in any seven (7) day period. In addition, the foregoing prohibition of parking commercial vehicles or equipment anywhere in the Project other than in enclosed garages shall not be applicable to commercial vehicles and equipment which are present due to work being performed on a Unit. The Owner of a Unit may also park a commercial vehicle in the Properties for a maximum of four (4) hours in any twenty-four (24) hour period. The parking of motor vehicles shall be restricted only to the paved driveways approved by the Declarant or the Association, whichever has architectural approval rights pursuant to Article IV. There shall be no motor vehicle parking on lawns, or mulch pads, or parking in a driveway other than perpendicular to the garage door. A vehicle parked in a driveway may not extend beyond the end of such driveway;

(b) Raising, breeding, or keeping of animals, except that a reasonable number of dogs, cats or other usual and common household pets may be permitted in a Unit subject to such additional rules as may be adopted for the Properties or any portion thereof, which rules may prohibit all pets or specific types of animals. Any pet that the Board in its sole discretion determines to be a nuisance shall be removed from the Unit upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Any pet that has been declared dangerous, potentially dangerous, or any similar classification, by any governmental authority is prohibited, including, without limitation, a "dangerous" dog or a "potentially dangerous" dog or other similar term defined in the applicable section of the Pasco County Code. Additional restrictive covenants regarding Owners' control of their pets and enforcement of laws governing pets are set forth in Section 18.3 of the Declaration;

(c) Storage of items which detract from the appearance of the Properties in areas visible from any adjacent or neighboring Unit, Common Area, sidewalk, public street or alley. Such items include, but are not limited to, tools, lawn and gardening equipment, garbage cans, dilapidated furniture and furniture not designed for outdoor use. The use and storage of barbecue grills or similar cooking equipment is restricted to backyards or, in the case of Attached Units, restricted to the extent provided in applicable DCCRO or PCCRO. Porch areas visible from any Common Area or public street shall be kept reasonably free of clutter, however, nothing in this provision shall prohibit the presence of small sports equipment and recreational items in such areas such as a basketball or child's bicycle. Notwithstanding the foregoing, the presence of any such items described above (or similar items) in a location where they are not visible from any Common Area, sidewalk, public street or alley (due to the existence of a privacy fence, wall or landscaping) shall not be deemed to violate this provision unless the Board determines that the nature or quantity of such items materially and adversely affects the use or enjoyment of any Unit within a reasonable proximity of the Unit where such items are kept. In addition, any activity or condition that interferes with the reasonable enjoyment of any part of the Properties or that detracts from the overall appearance of the Properties is prohibited;

(d) Subdivision of a Unit into two (2) or more Units, or changing the boundary lines of any Unit after a subdivision plat or condominium declaration including such Unit has been approved and filed in the Public Records, except that Declarant, and any person or entity expressly authorized in writing by Declarant, shall be permitted to subdivide or replat Units which it owns;

(e) Discharge of firearms of any type, including, without limitation, "B-B" guns, pellet guns, air-powered dart guns or "paint ball" guns; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(f) The number of persons occupying a Unit may not exceed twice the number of bedrooms in such Unit;

(g) Operation of golf carts within the Properties. The foregoing restriction shall be inapplicable to "Neighborhood Electric Vehicles" which may be otherwise authorized for use within the Properties by Pasco County;

(h) Conducting, participating in, or holding of any events, functions or programs that involve games of chance, raffles, gambling, wagering, betting, or similar activities where the participants pay money or give other valuable consideration for the opportunity to receive monetary or other valuable consideration; provided, however, that the foregoing is not intended to bar the occasional use of the interior of a residential dwelling on the Properties for the activities described in this Subsection so long as such use is either: (x) in conjunction with fundraising activities for a non-profit or charitable organization, or (y) is a private, social, non-commercial activity, so long as such activities are permitted by Florida law;

(i) Any business, trade, or similar activity, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (2) the business activity does not involve regular visitation of the Unit or door-to-door solicitation of residents of the Properties; and (3) the business activity is consistent with the residential character of the Properties and does not violate these Use Restrictions and Rules. Examples of "discrete business activities" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The

Board may restrict any business activities that it determines interfere with the enjoyment or residential purpose of the Properties in its sole and absolute discretion. An Owner may apply to the Board for a variance from the application of this Subsection by written request to the Board, which request shall specify the nature of the business to be conducted, the times and number of people which will be visiting the Unit and any other information the Board may request regarding such application. The applicant shall also provide a copy of the application to the three (3) Unit Owners on each side of the applicant's Unit, the three (3) Unit Owners behind the applicant's Unit which are closest to such Unit, and the three (3) Unit Owners directly across the street from the applicant's Unit which are closest to such Unit, and shall, in addition, provide the date on which such request will be heard by the Board. The Board may approve or deny any such variance request in its sole and absolute discretion, regardless of whether similar approvals have been previously given for the applicable Unit or for other Units on the Properties. Any such approval, if given, shall be effective for a period of one (1) year from the date given, whereupon the Owner shall re-apply in the manner herein provided if such Owner desires to renew the variance. The Board may approve or deny such renewal request in its sole and absolute discretion, regardless of the Board's previous approval. For purposes of this Subsection:

(1) The leasing of a Unit in accordance with these Use Restrictions and Rules shall not be considered a business or trade within the meaning of this Subsection. This Subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties, including the operation of a timeshare or similar program.

(2) Garage sales, rummage sales, or similar sales not exceeding two (2) consecutive days in duration will not be considered a business or trade within the meaning of this Subsection so long as the Owners or occupants of a Unit do not hold, sponsor or participate in more than two (2) such sales within the Properties in any twelve (12) month period.

(3) Notwithstanding anything to the contrary in the Declaration, Declarant (and a Builder, if such Builder has express written consent from Declarant) may utilize a Unit as a show house or model home. Furthermore, Declarant may utilize a Unit as a sales office.

(4) Any approval by Declarant or the Board of any proposed activity pursuant to this Subsection (i) shall not substitute for or eliminate such Owner's obligation to obtain all required governmental permits, licenses and approvals to engage in such activities.

(j) Any and all modifications to existing construction or landscaping, or exterior additions to Units, except as provided in Article IV.

(k) No live trees shall be cut down or otherwise destroyed or removed from the Properties without the prior written consent of the Board of Directors. As used herein the term "trees" shall mean and be defined as any tree four (4) inches or greater in diameter measured one (1) foot above ground level.

(l) Any illegal, noxious, unpleasant, unsightly or offensive activity or anything which may be or tend to become or cause an unreasonable annoyance, nuisance or safety hazard, whether public or private, to owners, residents and merchants in the immediate vicinity or in the Project in general which may be or tend to become or cause unreasonable interference with the comfortable and quiet use, occupation or enjoyment of any of the Properties.

(m) No well or other structure or facility for the extraction of water or other liquid from

the ground shall be permitted without the express written consent of Declarant, which consent may be granted or denied in Declarant's sole and absolute discretion.

(n) The use of any high phosphate fertilizer is prohibited.

3. Prohibited Conditions. The following shall be prohibited/complied with within the Properties:

(a) Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years shall be prohibited, except that Declarant and its assigns may operate such program with respect to Units which it owns;

(b) Unless applicable law otherwise requires, exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind shall be prohibited unless completely contained within the dwelling on the Unit so as not to be visible from outside the dwelling or unless otherwise approved pursuant to Article IV, except that one (1) such apparatus measuring no more than twenty-four (24) inches in diameter may be placed on a Unit unless the Board disapproves or the reviewing entity under Article IV determines that the apparatus is aesthetically incompatible with the surrounding structure or environment. No such structure shall be placed in the "Front Facade Zone", as such term is defined in the Design Guidelines, extend above the ridge line of any roof, or be visible from any street unless signal reception is otherwise impossible for such Unit. The Board of Directors shall have the right to impose reasonable screening requirements such that the antenna is not visible from any street or other Unit. Declarant and the Board of Directors shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Properties.

(c) Except during periods of their actual use and operation, all garage doors on any Unit shall be kept and maintained in the closed position such that the interior of any garage shall not be visible from any adjacent or nearby Unit or any Common Area or any public street.

(d) Except when placed curb-side on or the night before regularly scheduled garbage and trash pick-up days, all garbage and trash containers and bags and the like shall be kept in a closed garage or other approved outbuilding or placed inside of or behind opaque walls, fences or hedges attached to and made part of the single-family residential dwelling or any garage or other outbuilding or otherwise in conformity with applicable provisions of the Design Guidelines, if any. Except when placed curb-side for pick up, as aforesaid, garbage and trash containers and the like shall, in no event, be visible from any adjacent or neighboring Unit, Common Area or public street.

(e) Except for propane tanks attached to portable grills, no storage tanks, including but not limited to, those for water, oil, propane gas or other liquid, fuels or chemicals, including those used for swimming pools or the like, shall be permitted outside of a building on a Unit unless the same shall be underground or placed inside of or behind opaque walls, fences, landscaping screens or similar type enclosures in conformity with applicable laws and applicable provisions of the Design Guidelines, if any. In no event shall any of the same be visible from any adjacent or neighboring Unit, Common Area or public street.

(f) No laundry or clothes-drying lines or areas shall be permitted outside of any building on any Unit unless the same shall be placed inside of walls, fences, landscaping screens or similar type enclosures in conformity with applicable provisions of the Design Guidelines, if any, or rules and

regulations adopted and promulgated by the Association with respect thereto. In no event shall any of the same be permitted if visible from any adjacent Unit, Common Area or public street.

(g) No garage may be closed in or converted to a use other than for motor vehicle parking and storage of items commonly kept in residential garages (e.g., bicycles, gardening equipment, tools, etc.). The Board of Directors may promulgate additional rules regulating usage of garages and parking of vehicles if the Board deems such rules as desirable in order to preserve adequate on-street parking.

(h) Permanent basketball poles may be installed only upon the express written approval of the Board, which approval shall indicate the location and color of all elements of the structure (i.e., pole, backboard, hoop and net). Portable basketball poles are permitted provided they are put away each night no later than sunset in such a manner that they are not left in any driveway or visible from any public or private street (e.g., by placement in a garage or by laying the pole down in a rear yard). The Board reserves the right to prohibit the use of any portable basketball structure which it deems offensive by virtue of its color or other reason.

(i) Except as permitted in Section 3(h) above, there shall be no permanent athletic equipment (e.g., hockey or soccer nets or goals; skateboard, bicycle or rollerblade ramps, etc.) placed on any portion of a Unit that is visible from any city street. Temporary skateboard, bicycle and rollerblade ramps may not cause the user to be propelled onto any street, sidewalk or alley. All portable athletic equipment shall be removed from driveways and placed in a home, garage or rear yard, each night.

4. Leasing of Units.

(a) "Leasing" for purposes of the Declaration, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Except as otherwise provided in any applicable Supplemental Declaration or other applicable covenants, Units may be leased only in their entirety, or a "Garage Apartment" (as hereinafter defined) may be leased along with or independent of the primary residence; however, no single rooms or other fraction or portion of a Unit may be leased; nor shall any Unit or portion thereof be used for operation of a boarding house, "Bed and Breakfast" establishment, or similar accommodation for transient tenants, or for a half-way house, dormitory, fraternity or sorority house or other such use. Notwithstanding the foregoing, Owners or tenants residing in Units may share homes with roommates (who may or may not pay rent) without violating the foregoing provisions so long as such use is not merely an attempt to circumvent the restrictions of the preceding sentence. A "Garage Apartment" shall: (i) be an independent living unit with a full kitchen and separate bath and living space; and (ii) be over or contiguous to the motor vehicle garage on the Unit; and (iii) either have a separate door to the outside or have access, without having to pass through any habitable portion of the main residence other than a shared hall or foyer, to a door to the outside; and (iv) not have an unlocked common door with the single-family residence which is the primary residence on the Unit. There may be no more than one (1) Garage Apartment on any Unit.

(b) Except as may otherwise be permitted by any applicable Supplemental Declaration, all leases shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board, and such Garage Apartments or Units shall not be leased to more than two (2) separate tenants in any twelve (12) month period. Notwithstanding the foregoing, if any DCCRO provides for a shorter or longer minimum lease term, then the provisions of such DCCRO with regard to such minimum

lease term shall prevail over the foregoing provision.

(c) Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations. There shall be no subleasing or assignment of any lease unless prior written approval is obtained from the Board of Directors or its designated administrator.

5. Signs. The following restrictions on signs shall apply to all Units within the Properties unless otherwise stated or unless otherwise approved by the Board of Directors. All signs must meet the guidelines adopted by the Board of Directors.

(a) Each Unit may have posted, prior to initial occupancy of the Unit, a sign setting forth the Owner's name and the name of the architect and Builder of the Unit and, in the case of a Unit owned by Declarant or a Builder approved by Declarant, a sign indicating that the Unit is available for sale; provided any such signs shall be removed at the time of initial occupancy.

(b) Except as provided in Subsections (a) and (d) hereof, no "for sale", "for lease", "for rent" or similar signs may be posted on or in or otherwise displayed from any portion of a Unit or any improvements located thereon or in or on any vehicle located anywhere in the Project or in any other location in the Project, nor may any such signs or similar signs advertising that any Unit or Units are being offered for sale or lease in the Project be displayed by any Unit Owner or by any person or entity acting on behalf of any Unit Owner, in any road median, road shoulder or other location visible to the public within one-half (1/2) mile of the external boundaries of the Project, except in locations specifically authorized by the Board of Directors. Informational "tubes" and other types of containers or dispensers intended to hold and provide information regarding the sale or lease of any Unit are also prohibited on any portion of a Unit and the improvements located thereon, and on any vehicle in the Project. An "open house" sign indicating that the Owner of the Unit is hosting such an event may be posted only on the front door of the Unit (and in no other location within the Project, unless the Board of Directors approves a specific location for the display of such information) for a period not to exceed two (2) continuous days, and during such two (2) continuous days may only be posted during the hours the residence is actually open for inspection. Such sign may be no larger than eighteen (18) inches by twenty-four (24) inches and may not be illuminated in any manner.

(c) One (1) sign per candidate not exceeding eighteen (18) inches by twenty-four (24) inches containing political or similar endorsements may be posted on a Unit. Such sign may only be posted for forty-five (45) days prior to an election or a vote on a referendum and for two (2) days thereafter.

(d) Declarant or any Builder may post "model home" or similar signs on a Unit containing model homes open to the public prior to initial occupancy of the Unit.

(e) No other signs or other sources of information, including, but not limited to, circulars, posters, billboards, flyers, receptacles for flyers, or the like, except those required by law, may be posted on any Unit so as to be visible from outside the Unit, or on any improvements located thereon, or in or on any vehicle located anywhere in the Project, or in any other location in the Project; provided, however, Declarant shall be entitled to post signs without Board approval.

(f) In the event of a violation of any of the foregoing provisions relating to signs, the Board shall be entitled to levy fines or take such other actions as are authorized by the Declaration or available at law or in equity against any Owner who either engages in such prohibited activities or permits another person or entity to engage in such prohibited activities on such Owner's behalf.

6. Window Coverings.

(a) Unless the Board of Directors otherwise agrees, the only acceptable window coverings that may be affixed to the interior of any windows visible from any street, alley or other portion of the Properties are drapes, blinds, shades, shutters and curtains. The side of such window coverings that is visible from the exterior of any improvements must be white, off-white or, if blinds or shutters, a natural wood color, unless otherwise approved by Declarant or the Association, whichever has architectural approval rights pursuant to Article IV.

(b) Unless otherwise approved by Declarant or the Association, whichever has architectural review rights pursuant to Article IV, only clear glass is permitted in any windows and no window tinting or reflective coating may be affixed to any window that is visible from any street, alley or other portion of the Properties. No mirrored coatings will be permitted.

(c) Installation of storm shutters is permitted. Any storm shutters installed on the Properties shall be attached to the residence to cover windows and sliding glass doors and shall be removable. The color of the storm shutters must be as close to the color of the residence as possible. Storm shutters may be put up forty-eight (48) hours prior to the predicted Florida landfall of a named storm and must be removed within forty-eight (48) hours after a named storm passes through Florida, or, in the event access to the Unit is blocked by storm debris or other storm damage, within forty-eight (48) hours after access to the Unit is open. Color, size, style and all other specifications of storm shutters installed on the Properties shall be subject to review and approval by Declarant or the Association, whichever has architectural review rights pursuant to Article IV.

7. Flags and Flagpoles. No flag or banner shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Properties, including without limitation, any Unit, that is visible from outside the Unit; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6').

Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Unit if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Unit's lot line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including without limitation Pasco County noise and lighting ordinances and all setback and location

criteria contained in this Declaration.

EXHIBIT "D"

ARTICLES OF INCORPORATION OF
AVALON PARK WEST RESIDENTIAL OWNERS ASSOCIATION, INC.

(ATTACHED)

ARTICLES OF INCORPORATION
OF
AVALON PARK WEST RESIDENTIAL OWNERS' ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
OF
AVALON PARK WEST RESIDENTIAL OWNERS' ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is AVALON PARK WEST RESIDENTIAL OWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Association").
2. Principal Office. The principal office of the Association is 5216 Autumn Ridge Drive, Wesley Chapel, Pasco County, Florida 33545.
3. Registered Office - Registered Agent. The street address of the Registered Office of Association is 5680 W. Cypress Street, Suite A Tampa, FL 33607. The name of the Registered Agent of Association is:

Community Association Management Services, LLC

4. Definitions. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AVALON PARK WEST RESIDENTIAL PROPERTIES (the "Declaration") will be recorded in the Public Records of Pasco County, Florida, and shall govern all of the operations of a community to be known as AVALON PARK WEST. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of Association. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; (d) promote the health, safety and welfare of the Owners.

6. Not for Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1. To perform all the duties and obligations of Association set forth in the Declaration and Bylaws, as herein provided.

7.2. To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and AVALON PARK WEST.

7.3. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws.

7.4. To pay all Operating Expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.

7.5. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.6. To borrow money, and upon the approval of (i) a majority of the Board of Directors; and (ii) sixty-six and two-thirds percent (66 2/3%) of the Voting Interests present, in person or by proxy, at a duly noticed meeting of the members in which there is a quorum, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights.

7.7. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of AVALON PARK WEST to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.8. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.9. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, AVALON PARK WEST, the Common Areas, and Units as provided in the Declaration and to effectuate all of the purposes for which Association is organized.

7.10. To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise.

7.11. To employ personnel and retain independent contractors to contract for management of Association, AVALON PARK WEST, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.12. To contract for services to be provided to, or for the benefit of,

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Association, Owners, the Common Areas, and AVALON PARK WEST as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services.

7.13. To establish committees and delegate certain of its functions to those committees.

8. Voting Rights. Owners and Declarant shall have the voting rights set forth in the Declaration.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Eric Marks	3680 Avalon Park East Blvd. Orlando, Florida 32828
David Zink	5216 Autumn Ridge Drive Wesley Chapel, FL 33545
Ross Halle	3680 Avalon Park East Blvd. Orlando, Florida 32828

10. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved and the Association owns the Surface Water Management System, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

11. Duration. Association shall have perpetual existence.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, as applicable, which may be withheld for any reason whatsoever. If the prior written

approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records of Pasco County.

12.2 Amendments During the Class "B" Control Period. During the Class "B" Control Period, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to the termination of the Class "B" Control Period, the Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the termination of the Class "B" Control Period. Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records of Pasco County.

12.3 Amendments From and After the Class "B" Control Period. After the Class "B" Control Period, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) sixty-six and two-thirds percent (66 2/3%) of the Voting Interests present, in person or by proxy, at a duly called meeting of the members in which there is a quorum.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA. Notwithstanding any provision of these Articles to the contrary, the Declarant shall have the right to amend these Articles, from time to time, so long as Declarant owns any property described in Exhibit "A" or "B" of the Declaration, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

13. Limitations.

13.1. Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2. Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant.

13.3. Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

14. Incorporator. The name and address of the Incorporator of this corporation is:

Eric B. Marks

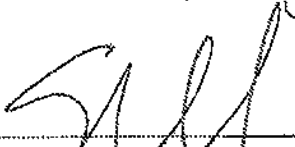
15. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

NAME	TITLE	ADDRESS
Eric B. Marks	President and Treasurer	3680 Avalon Park East Blvd. Orlando, Florida 32828
David Zink	Vice President	5216 Autumn Ridge Drive Wesley Chapel, FL 33545
Ross Halle	Vice President and Secretary	3680 Avalon Park East Blvd. Orlando, Florida 32828

16. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Declarant, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 1st day of August, 2012.



Eric Marks, Incorporator

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 1st day of August, 2012.

Community Association Manager, LLC

By: [Signature]

Print Name: Brian K. Lamb

Its: President

Registered Office:

5680 W. Cypress Street, Suite A
Tampa, FL 33607

Principal Corporation Office:

5216 Autumn Ridge Drive
Wesley Chapel, FL 33545

EXHIBIT "E"

BYLAWS OF
AVALON PARK WEST RESIDENTIAL OWNERS ASSOCIATION, INC.

[Attached]

BY-LAWS
OF
AVALON PARK WEST RESIDENTIAL OWNERS ASSOCIATION, INC.

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**BY-LAWS OF
AVALON PARK WEST RESIDENTIAL OWNERS' ASSOCIATION, INC.**

These By-Laws (these "By-Laws") of Avalon Park West Residential Owners Association, Inc. (hereinafter referred to as the "Association")

**ARTICLE I
NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

- 1.1. Name. The name of the corporation is Avalon Park West Residential Owners Association, Inc.
- 1.2. Principal Office. The principal office of the Association shall be located in Pasco County, Florida. The Association may have such other offices, either within or outside the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.
- 1.3. Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for AVALON PARK WEST Residential Properties recorded among the Official Records of Pasco County, Florida, as the same may be supplemented and/or amended from time to time (the "Declaration"), unless otherwise defined herein or unless the context indicates otherwise.

**ARTICLE II
MEMBERSHIP AND MEETINGS**

- 2.1. Membership. The Association shall have two (2) classes of membership: Class "A" and Class "B", as more fully set forth in the Declaration.
- 2.2. Place of Meetings. Meetings of the Association may be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either within the Properties or as convenient as possible and practical.
- 2.3. Annual Meetings. Annual meetings shall be set by the Board so as to occur during the third quarter of the Association's fiscal year or as soon as practicable thereafter, on a date and at a time set by the Board.
- 2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by at least twenty-five percent (25%) percent of the Association's total Voting Interests.
- 2.5. Notice of Meetings.
- 2.5.1. Notice stating the place, day, and hour of any meeting of the Members shall be given in the manner herein below provided, to each Member entitled to vote at such meeting, not

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less than fourteen (14) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Notices may be mailed, delivered in accordance with Section 6.4 or electronically transmitted. Notices may also be given by conspicuously posting and repeatedly broadcasting the same (along with the agenda) on a closed-circuit cable television system serving the Association so long as such procedure is compliant with Section 720.306(5), Florida Statutes, as the same is amended from time to time.

2.5.2. In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

2.5.3. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid.

2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or its proxy shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings.

2.7.1. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Interests present at such meeting may adjourn the meeting to a time not less than five (5) business days after the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed in Section 2.5.

2.7.2. In addition to Section 2.7.1, if a quorum is present but a specific action cannot be taken because such action requires the affirmative vote of more than a quorum and too few Members are present, either in person or by proxy (e.g., an amendment to the Declaration by Members pursuant to Section 19.2 of the Declaration), then a majority of the Voting Interests present at such meeting may adjourn the meeting to a time not less than five (5) business days after the time the original meeting was called for the purpose of attempting to gather additional proxies and promote attendance at the reconvened meeting. At the reconvened meeting, provided a sufficient number of Members are present in person or by proxy, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for

any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed in Section 2.5.

2.7.3. The Voting Interests present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough to leave less than a quorum, provided that any action taken is approved by at least a majority of the Voting Interests required to constitute a quorum or such higher percentage as may be required for the action pursuant to the Governing Documents or applicable law.

2.8. Voting. The voting rights of the Members shall be as set forth in the Declaration. In the case of a Member which is a corporation, partnership or other legal entity, any officer, director, partner or trust officer of such Member shall be entitled to cast the votes of such Member and to execute proxies on behalf of such Member unless otherwise specified by prior written notice to the Association signed by a duly authorized officer or agent of the Member; provided, if two (2) or more such persons attempt to cast the votes for any Unit, the votes for such Unit shall not be counted.

2.9. Proxies. On any matter as to which an Owner is entitled to vote, such vote may be cast in person or by proxy, subject to any limitations of Florida law and subject to any specific provision to the contrary in the Declaration or these By-Laws. No proxy shall be valid unless signed by the Owner of the Unit for which it is given or his/her duly authorized attorney-in-fact (or by a duly authorized officer or agent of the Member if the Member is a corporation or other legal entity other than a natural person), dated, and filed with the Secretary of the Association prior to the commencement of the counting of the votes for which such proxy is to be effective. A proxy shall be valid only for the specific meeting for which it is given and lawful adjournments of such meeting. In no event shall a proxy be valid more than ninety (90) days after the date of the original meeting for which it was given. Every proxy shall be revocable and shall automatically cease upon conveyance of the Unit for which it was given. Properly executed proxies that are faxed to the Association shall be treated as valid.

2.10. Majority. As used in these By-Laws, the term "majority" shall mean more than fifty percent (50%).

2.11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, until the expiration of the Class "B" Control Period, a quorum shall be established by Declarant's presence alone, in person or by proxy, at any meeting. From and after the expiration of the Class "B" Control Period, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of ten percent (10%) of the Voting Interests in the Association.

2.12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in an association record book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. The Board shall adopt a set of rules for conduct of meetings which may, but shall not be required to, conform to Robert's Rules of Order (current edition).

2.13. Action Without a Meeting. Any action required or permitted by law to be taken at a

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meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of Voting Interests necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of Florida. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE III **BOARD OF DIRECTORS.**

3.1. Composition and Selection.

3.1.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors and each director shall have one (1) equal vote. The Board of Directors shall have the authority to delegate any of its duties to agents, employees or others; provided, however, in the event of such delegation, the Board of Directors shall remain responsible for any action undertaken by such delegates. Except with respect to directors appointed by the Class "B" Member, the directors shall be Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by the Class "B" Member.

3.1.2. Number of Directors. The number of directors in the Association shall be three (3), five (5) or seven (7) as provided in Section 3.1.5. The initial Board shall consist of three (3) directors, as identified in the Articles of Incorporation. The Board may be increased to seven (7) directors at any time by Declarant prior to or concurrently with the happening of the events described in Section 3.1.5(c), at which time the provisions of Section 3.1.5(c) shall dictate the number of directors to serve on the Board.

3.1.3. Directors During Class "B" Control Period. Subject to the provisions of Section 3.1.5, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the termination of the Class "B" Control Period as defined in Section 6.3(b) of the Declaration.

3.1.4. Nomination and Election Procedures for Elections by Class "A" Members.

3.1.4.(a) Nominations and Declarations of Candidacy.

3.1.4.(a)(1) Except for the elections provided for in Sections 3.1.5(a), 3.1.5(b) and 3.1.5(c), all elections must be held in conjunction with the annual meetings

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(hereinafter sometimes referred to as the "election date"), in accordance with the procedures set forth in Section 3.1.4.(b). Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by votes of Class "A" Members. The Board may also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner.

3.1.4.(a)(2) Except with respect to directors selected by the Class "B" Member, nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board, and three (3) or more Members, who are not directors. The Nominating Committee, if any, shall be appointed by the Board not less than thirty (30) days prior to each election to serve until their successors are appointed, and such appointment shall be announced in the notice of each election.

3.1.4.(a)(3) The Nominating Committee, if any, may make as many nominations for election to the Board as it shall in its discretion determine. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

3.1.4.(a)(4) Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

3.1.4.(b) Election Procedures.

3.1.4.(b)(1) All elections shall be held in conjunction with the annual membership meetings, except the election to be held pursuant to Section 3.1.5.(c) which shall not be required to be in conjunction with the annual meeting. The Secretary shall cause notice of the elections to be mailed or delivered to each Owner at least fourteen (14) days prior to the election date. Such notice shall be accompanied by a written ballot listing all candidates for each vacancy who have qualified in accordance with the procedures described in subsection (a) above and all candidates for each vacancy nominated by the Nominating Committee, if any. The ballot shall also contain blank lines for write-in candidates. The notice shall specify the name and address to which the ballots should be returned, either by mail or by personal delivery, and the election date by which they must be received in order to be counted. The ballots must be returned on the election date prior to the commencement of the counting of the ballots.

3.1.4.(b)(2) Each Owner may cast the entire vote assigned to his Unit for each position to be filled from the slate of candidates on which such Owner is entitled to vote. There shall be no cumulative voting.

3.1.4.(b)(3) On the election date, if a quorum has been attained, the Board or its designee shall count the ballots. That number of candidates, equal to the number of positions to be filled, receiving the greatest number of votes shall be elected. If a quorum is not attained, the meeting may be adjourned as permitted by Section 2.7.2.

3.1.4.(b)(4) The Board may establish such other rules and regulations as it deems appropriate to conduct the election in a fair, efficient and cost effective manner, including, but not specifically limited to, whether or not to use secret ballots, how to resolve tie votes and whether and how the ballots should be pre-validated prior to the actual counting of the same on the election date.

3.1.5. Election and Term of Office. Notwithstanding any other provision of these By-laws:

3.1.5.(a) By no later than termination of the Class "B" Control Period, the President shall call for an election at which the Class "A" Members shall be entitled to elect six (6) directors and the total number of directors shall be increased to seven (7) directors. The Class "B" Member may, in its sole discretion, appoint one (1) director who shall not be required to be a Class "A" Member. The directors elected by the Class "A" Members shall not be subject to removal by the Class "B" Member. The three (3) persons who receive the highest number of votes by the Class "A" Members shall serve for two (2) years, or until their respective successors have been selected and take office. The three (3) persons who receive the next highest number of votes by the Class "A" Members shall serve for one (1) year, or until their respective successors have been selected and take office.

3.1.5.(b) Until termination of the Class "B" membership, the Class "B" Member shall be entitled to appoint all directors who shall not be required to be Class "A" Members.

3.1.5.(c) There shall be no cumulative voting. The candidate(s) receiving the largest number of votes shall be elected. All directors shall hold office until their respective successors have been appointed or elected. Upon the expiration of each director's term of office, the Members shall be entitled to elect a successor to serve for a term of two (2) years.

3.1.6. Removal of Directors and Vacancies.

3.1.6.(a) Any director elected by the Class "A" Members may be removed, with or without cause, either by the affirmative vote or affirmative written ballots of Class "A" Members and replaced in the manner provided in Section 720.303(10), Florida Statutes, as the same is amended from time to time. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Class "A" Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

3.1.6.(b) Any director elected by the Class "A" Members who has three (3) consecutive unexcused absences from the Board meetings or who is more than thirty (30) days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority vote of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the

remainder of the term.

3.1.6.(c) In the event of the death, disability or resignation of a director elected by the Class "A" Members, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members may elect a successor for the remainder of the term. Any director appointed by the Board shall be selected from among the Members.

3.1.6.(d) This Section shall not apply to directors appointed by the Class "B" Member. The Class "B" Member shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by or elected as a representative of the Class "B" Member.

3.2. Meetings.

3.2.1. Organizational Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as the Board shall fix.

3.2.2. Regular Meetings. Regular meetings of the Board may be held at such time and place a majority of the directors shall determine.

3.2.3. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two (2) directors.

3.2.4. Notices; Waiver of Notice.

3.2.4.(a) Notices of meetings of the Board shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The notice shall be given to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) telephone facsimile, computer, fiber optics or other electronic communication device with confirmation of transmission. All such notices shall be given at the director's telephone or facsimile number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) business days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile or telecopy shall be delivered, telephoned, or transmitted at least forty-eight (48) hours before the time set for the meeting. Notice of Board meetings held pursuant to a schedule adopted by the Board need not be given for each meeting, provided notice of such schedule is given as provided in this subsection.

3.2.4. (b) The transactions of any meeting of the Board, however, called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an

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approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement upon the lack of adequate notice.

3.2.5. Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

3.2.6. Quorum of Board of Directors. At all meetings of the Board, a majority of the total number of directors established by these By-Laws shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.2.7. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class "A" votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested Director.

3.2.8. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep an association record book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.2.9. Notice to Owners; Open Meetings. Except in an emergency, notice of Board meetings shall also be posted at least forty-eight (48) hours in advance of the meeting at a conspicuous place within the Properties which the Board establishes for the posting of notices. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment. All Board meetings shall be open to all Members. Notwithstanding the above, meetings may be closed to Members as permitted by Chapter 720, Florida Statutes, as amended from time to time.

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3.2.10. Action Without a Meeting. Any action required to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all of the directors, and such consent shall have the same force and effect as an unanimous vote.

3.3. Powers and Duties.

3.3.1. Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these By-Laws, the Articles and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these By-Laws or Florida law do not direct to be done and exercised exclusively by the Members or the membership generally.

3.3.2. Duties. The duties of the Board shall include, without limitation:

3.3.2.(a) preparation and adoption of annual budgets and establishing each Owner's share of the Operating Expenses and Service Area Operating Expenses and assessing and collecting the same;

3.3.2.(b) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility and of any Overall Benefit Property for which the Association has been charged with such responsibilities;

3.3.2.(c) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association, and where appropriate, providing for the compensation for such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

3.3.2.(d) depositing all funds received on behalf of the Association in a bank depository which it shall approve and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

3.3.2.(e) making and amending rules and regulations;

3.3.2.(f) opening of bank accounts on behalf of the Association and designating the signatories required;

3.3.2.(g) making or contracting for the making of repairs, additions, and improvements to or alterations of the Area of Common Responsibility in accordance with the Declaration and these By-Laws;

3.3.2.(h) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not

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be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;

3.3.2.(i) obtaining and carrying insurance as provided in the Declaration, providing for payment of all premiums, and filing and adjusting claims as appropriate;

3.3.2.(j) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

3.3.2.(k) keeping books with detailed accounts of the receipts and expenditures of the Association;

3.3.2.(l) making available to any prospective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on a Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules and all other books, records, and financial statements of the Association which are required to be open to inspection and copying by Chapter 720, Florida Statutes, as amended from time to time;

3.3.2.(m) permitting utility suppliers to use portions of the Common Area as may be determined necessary, in the sole discretion of the Board, to the ongoing development or operation of the Properties;

3.3.2.(n) cooperating with the Commercial Association in carrying out its purposes and responsibilities under the Declaration and the Commercial Association By-Laws;

3.3.2.(o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by Florida law, the Articles of Incorporation or the Declaration; Committee and cooperating with the Commercial Association and its other members in upholding the Community-Wide Standard; and

3.3.2.(q) assisting in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration.

3.3.3. Right of Declarant to Disapprove Actions.

3.3.3.(a) So long as Declarant owns any of the property described in Exhibit "B" of the Declaration, Declarant shall have a right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of Declarant, would tend to impair rights of Declarant or Builders under the Declaration or these By-Laws, or interfere with development or construction of any portion of the Properties, or diminish the level of services being provided by the Association.

3.3.3.(b) Declarant shall be given written notice of all actions to be proposed at

meetings (and all actions approved by written consent in lieu of a meeting) of the membership and the Board. Such notice shall be given by facsimile, provided that evidence of successful transmission is received and retained by the Association and further provided that a copy of such notice is also contemporaneously mailed or personally delivered to Declarant (it being understood and agreed, however, that such notice shall be deemed received upon receipt of such facsimile transmission), at the facsimile numbers and addresses set forth for Declarant in Section 6.4.4 or such other facsimile numbers and addresses as may have been designated by Declarant. Any action to be taken by written consent shall require Declarant notice as contemplated herein notwithstanding anything to the contrary in these By-Laws. Any notice required under this Section 3.3.3.(b) in respect of a meeting of the members or of the Board shall, except in the case of the regular meetings held pursuant to these By-Laws, set forth with reasonable particularity the agenda to be followed at said meeting. No failure by Declarant to insist on strict compliance with the foregoing notice provision on one occasion shall constitute a waiver of Declarant's right to demand strict compliance therewith on any other occasion; and

3.3.3.(c) Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program, which would be subject to the right of disapproval set forth herein.

3.3.3.(d) In the event any action, policy or program is approved by the members or the Board pursuant to a meeting or written consent in respect of which the Declarant notice requirement set forth in Section 3.3.3.(b) has not been satisfied, then Declarant shall have the right to declare such action, policy or program to be (i) ineffective as of the day it was approved and (ii) rendered null and void as if it had never been approved. In no event shall any action, policy or program become effective if disapproved by the Declarant in accordance with subsection 3.3.3.(a).

3.3.3.(e) Declarant, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee and make known its right to disapprove at any time within ten (10) days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) days following receipt of written notice of the proposed action. Declarant shall be deemed to have approved such proposed action if the Association does not receive a written response from Declarant, or on its behalf, within said 10-day period. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, or the Board or the Association. Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

3.3.3.(f) All rights granted to Declarant in this Subsection 3.3.3 shall continue for so long as Declarant owns any of the real property described in Exhibit "A" or Exhibit "B" of the Declaration.

3.3.4. Management.

3.3.4.(a) The Board of Directors may employ for the Association a professional managing agent or agents (sometimes referred to herein as "manager") at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board of Directors may delegate to the manager, subject to the Board's supervision, such powers as are necessary to perform the manager's assigned duties but shall not delegate policy making authority or those duties set forth in subparagraphs (a), (e), (m), (o) and (p) of Section 3.3.2. Declarant, or an affiliate of Declarant, or the Commercial Association, may be employed as managing agent or manager.

3.3.4.(b) The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class "B" Control Period unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of the Class "B" Control Period upon not more than ninety (90) days' written notice.

3.3.4.(c) The Board of Directors may delegate to one (1) of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

3.3.5. [Intentionally Omitted]

3.3.6. Borrowing. The Association, by and through its Board of Directors, shall have the power to borrow money for any legal purpose and to secure the repayment of the same by giving a security interest in any of the Association's real or personal property including pledging future income; provided, the Board shall obtain Member approval in the same manner provided in the Declaration.

ARTICLE IV OFFICERS

4.1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. Officers may, but need not be members of the Board. The Board may appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, if it shall deem desirable, such officers to have such authority and perform such duties the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Members.

4.3. Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4. Power and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the

preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.2.7.

ARTICLE V COMMITTEES

5.1. General. The Board may appoint such committees and charter clubs as it deems appropriate to perform such tasks and functions as the Board may designate by resolution. Committee members serve at the Board's discretion for such periods as the Board may designate by resolution; provided, however, any committee member, including committee chair, may be removed by the vote of a majority of the Board. Any resolution establishing a charter club shall designate the requirements, if any, for membership therein. Each committee and charter club shall operate in accordance with the terms of the resolution establishing such committee or charter club.

5.2. Covenants Committee. In addition to any other committees which the Board may establish pursuant to Section 5.1, the Board may appoint a Covenants Committee consisting of three (3), five (5) or seven (7) Members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee of the Association. Acting in accordance with the provisions of the Declaration, these By-Laws, and any resolution the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to the provisions of the Declaration.

5.3. Service Area Committees.

5.3.1. Establishment & Abolishment of Service Area Committees. In addition to any other committees appointed by the Board as provided above, various Service Area Committees may be established by the Board, to determine the nature and extent of services, if any, it recommends be provided to the Service Area(s) by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. Further, 51% of the Owners in any Service Area formed by petition by such Owners pursuant to Section 7.13 of the Declaration may petition the Board for an election of a Service Area Committee. Service Area Committees may only advise the Board on issues and shall not have the authority to bind the Board. The Board also reserves the right to abolish any committee established by the Board if,

in its sole discretion, it chooses to do so.

5.3.2. Size and Composition of Service Area Committees. Service Area Committees shall consist of three (3), five (5), or seven (7) committee members, as determined by the Board, which committee members shall be Owners in the applicable Service Area(s). A Service Area Committee may represent several Service Areas of similar type provided there is at least one (1) member on such Service Area Committee from each Service Area represented by such committee.

5.3.3. Election or Appointment of Service Area Committee Members. At the time of the establishment of each such committee, the Board shall determine if the Service Area Committee members will be elected by the Owners in the Service Area(s) or appointed by the Board. If the committee members are to be elected, such election shall be held by ballots mailed to each of the Owners in such Service Area(s), giving such Owners at least ten (10) days to mail in their ballots. If the committee members are to be elected and the committee is only to represent one Service Area, the committee members shall be elected by affirmative vote of at least thirty-five percent (35%) of the Voting Interests in that Service Area. If the committee members are to be elected and the committee will represent two or more Service Areas, the committee members shall be elected by the affirmative vote of at least thirty-five percent (35%) of the Voting Interest in each Service Area to be represented by the committee. All such elections must occur prior to the end of March of each year. In the event less than thirty-five percent (35%) of the Voting Interest in any affected Service Area cast votes, then the Board shall have the option to: (i) hold another election of the Owners in the Service Area(s) in which not enough votes were cast to fill the remaining seats on the committee, (ii) appoint the candidate(s) who received the most votes from the Owners in the Service Area(s) in which not enough votes were cast in the prior election to fill the remaining seats on the committee, or (iii) appoint, by majority vote of the Board, other Owner(s) within the applicable Service Area(s) to fill the remaining seats on the committee.

5.3.4. Removal of Committee Members; Vacancies.

5.3.4.(a) Any committee member elected by the Owners may be removed, with or without cause, by those Owners who elected them by the affirmative vote of at least fifty-one percent (51%) of those Voting Interests. Replacement members shall be elected by the Owners in the same fashion outlined in Section 5.3.3. to serve out the remaining term of the removed member(s).

5.3.4.(b) Any committee member appointed by the Board may be removed by the majority vote of the Board. Replacement members shall be appointed by the Board to serve out the remaining term of the removed member(s).

5.3.4.(c) The Board may, in its discretion, for any committee member whose position becomes vacant for any reason other than removal, including, but not limited to, resignation, incapacitation, death or disappearance, either appoint a replacement for the remainder of the term or call for an election to fill the vacancy in accordance with the procedures outlined in Section 5.3.3.

5.3.5. Failure to Elect Committee Members. If a Service Area fails to elect its committee members on or before the end of March of each year, the Board may, but is not required to, appoint committee members, whose terms shall run until the next year's committee member elections.

5.3.6. Term of Office. All committee members shall be elected or appointed for a term of one (1) year or two (2) years, as determined by the Board at the time of establishment, and shall serve until their successors are elected or appointed.

5.3.7. Ex Officio Members. Any director elected to the Board of Directors who owns a Unit in a Service Area that has a Service Area Committee may, at his or her option, be an ex officio member of that Service Area Committee; provided, however, such ex officio member(s) shall have no voting rights and shall not be counted in determining if a quorum is present. This subsection 5.3.7, however, shall not apply to directors who are appointed or elected as Service Area Committee members pursuant to Section 5.3.3 above.

5.4. Notice, Quorum and Procedural Requirements. In the conduct of its duties and responsibilities, each committee of the Board shall abide by the notice, quorum and procedural requirements applicable to the Board of Directors under Sections 3.2.4, 3.2.5, 3.2.6, 3.2.8, and 3.2.10. In addition, the Architectural Review Committee appointed by the Board shall abide by the notice requirements applicable to the Board under Section 3.2.9. Each other committee of the Board shall also abide by the notice requirements of Section 3.2.9 when a final decision will be made regarding the expenditure of Association funds; provided, for purposes of any Service Area Committee, the term "Member" as used in Section 3.2.9 shall refer to the Members within the applicable Service Area.

ARTICLE VI MISCELLANEOUS

6.1. Fiscal Year. Unless otherwise determined by the Board, the fiscal year of the Association shall be the calendar year.

6.2. Conflicts. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and these By-Laws (in that order) shall prevail.

6.3. [Intentionally Omitted]

6.3.3. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

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

If to Declarant: sitEX NR Holding, LLC
3680 Avalon Park East Blvd.
Orlando, Florida 32828
Att: President
Phone: (407) 658-6365

If to Association: Avalon Park West Residential Owners Association, Inc. c/o its
Registered Agent at the address shown in the records of the
Florida Department of State, Division of Corporation, or its
successors

If to an Owner: At the address of such Owner's Unit or such other address as may
be provided by Owner in writing to the Association in accordance
with Section 20.2 of the Declaration

6.5. Amendment.

6.5.1. By Class "B" Member. Until termination of the Class "B" Control Period, the Class
"B" Member may unilaterally amend these By-Laws for any purpose. Thereafter, the Class "B"
Member may unilaterally amend these By-Laws if and to the extent permitted by Florida law.

6.5.2. By Members Generally. Except as provided above, these By-Laws may be
amended only by the affirmative vote or written consent, or any combination thereof, of the
Voting Interests representing thirty percent (30%) of the total Class "A" votes in the Association
and the consent of the Declarant for so long as Declarant owns any of the real property described
in Exhibit "A" or Exhibit "B" of the Declaration. Members or the Association shall give
Declarant sixty (60) days' prior written notice of their intent to amend these By-Laws, along with
their proposed written amendment. Such notice shall be given to Declarant either by hand
delivery, certified mail, postage prepaid, return receipt requested, or by nationally recognized
overnight delivery service at the address(es) provided for Declarant in Section 6.4. Declarant
shall be deemed to have disapproved such amendment if the Association does not receive a
written response from Declarant, or on its behalf, within said 60-day period. Notwithstanding
the above, the percentage of votes necessary to amend a specific clause shall not be less than the
prescribed percentage of affirmative votes required for action to be taken under that clause.

6.5.3. Validity and Effective Date of Amendments. Amendments to these By-Laws shall
become effective upon recordation in the Official Records of Pasco County, Florida, unless a
later effective date is specified therein. Any procedural challenge to an amendment must be
made within six (6) months of its recordation or such amendment shall be presumed to have been

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validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

6.5.4. Owner Consent. If an Owner consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Owner has the authority to so consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

6.5.5. Declarant. No amendment may remove, revoke, or modify any right or privilege of, or increase any obligation of, Declarant, the Class "B" Member, or the Commercial Association, without the written consent of Declarant, the Class "B" Member, or the Commercial Association (whichever would be affected by such amendment), or the assignee of such right or privilege.

6.6. Termination of Rights Reserved by Declarant. Notwithstanding anything contained in these By-Laws to the contrary, as to any right reserved by Declarant in these By-Laws, such right may be terminated at any time by Declarant, in Declarant's sole discretion and without the consent of the Association or its Board or Members, by written notice from Declarant to the Association given in the manner prescribed in Section 6.4 and, thereafter, Declarant shall have no right or obligation to exercise any such terminated right.

CERTIFICATION

I, Ross Halle, do hereby certify that:

I am the duly elected and acting Secretary of on Avalon Park West Residential Owners Association, Inc., a Florida corporation not for profit; and,

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 15th day of August, 2012.

T. T. Hall
Ross Halle, Secretary

(CORPORATE SEAL)