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DECLARATION OF COVENANTS,

CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

GRANDE OAK

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

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TABLE OF CONTENTS

Page

DECLARATION

STATEMENT OF BACKGROUND 8

ARTICLE I INTENT OF DECLARATION AND DISCLOSURES 8

ARTICLE II DEFINITIONS 9
2.01 "Area of Common Responsibility" 9
2.02 "Architectural Review Board" or "ARB" 9
2.03 "Articles" 9
2.04 "Assessments" 9
2.05 "Board of Directors" or "Board" 9
2.06 "Bylaws" 9
2.07 "Club Owner" 9
2.08 "Club Property" 9
2.09 "Common Areas" 9
2.10 "Community Wide Standards" 10
2.11 "Condominium Unit" 10
2.12 "Conservation Areas" 10
2.13 "County" 10
2.14 "Declarant" 10
2.15 "Declaration" 10
2.16 "Development Plan" 10
2.17 "Director" 10
2.18 "Governing Documents" 10
2.19 "Improvement" 10
2.20 "Individual Assessment" 11
2.21 "Institutional Mortgagee" 11
2.22 "Lot" 11
2.23 "Master Association" 11
2.24 "Master Association Documents" 11
2.25 "Master Association Expenses" 11
2.26 "Master Association Construction Standards" 12
2.27 "Members" 12
2.28 "Neighborhood" 12
2.29 "Neighborhood Assessments" 12
2.30 "Neighborhood Association" 13
2.31 "Neighborhood Common Area" 13
2.32 "Neighborhood Declaration" 13
2.33 "Neighborhood Expenses" 13
2.34 "Neighborhood Representative" 13
2.35 "Owners" 13
2.36 "Parcel" 13

2.37 "Property" 14
2.38 "Property Units" 14
2.39 "Regular Assessment" 14
2.40 "Special Assessments" 14
2.41 "Streets" 14
2.42 "Supplement" 15
2.43 "Tract" 15
2.44 "Turnover" 15
2.45 "Water Management System" 15

ARTICLE III GENERAL PLAN FOR DEVELOPMENT OF THE PROPERTY 16
3.01 Plan for Development 16
(a) Ownership and Development of the Property 16
(b) Governmental Interests 17
(c) Development of Regional Impact Order and Other Governmental Orders 17
(d) Changes in Development Plan 17
3.02 Property 17
3.03 Supplements 17
3.04 Streets 18
(a) Grande Oak Boulevard 18
(b) Other Streets 18
3.05 Lakes 18
3.06 Club Property 18

ARTICLE IV LAND USE WITHIN THE PROPERTY AND COMMON AREAS 19
4.01 Land Use within the Property 19
4.02 Common Areas 19
4.03 Easements 20
4.04 Common Area 20
4.05 Easements Over Common Areas 20
4.06 Changes in Use or Boundaries 20

ARTICLE V MEMBERSHIP AND VOTING RIGHTS 21
5.01 Membership 21
(a) Class "A" 21
(b) Class "B" 21
5.02 Voting 21
5.03 Property Units 22
5.04 Turnover. 22
5.05 Neighborhood Representative 23
5.06 Article V Amendment. 23

ARTICLE VI MAINTENANCE 24
6.01 Master Association's Responsibility 24
6.02 Entry Rights and Liability 24
6.03 Owners' Responsibility 24

6.04 Rules and Regulations 25
6.05 Implied Rights 25
6.06 Neighborhood Association Responsibility 25
6.07 Cooperation with Neighborhood Associations 25
6.08 Irrigation 26

ARTICLE VII EASEMENTS AND OTHER RIGHTS 27
7.01 Easements to Use 27
7.02 Easements for Utilities, Etc. 27
7.03 Easement for Encroachment and Overhang 27
7.04 Easement for Lake Maintenance 27
7.05 Right of Entry 28
7.06 Additional Easements 28

ARTICLE VIII INSURANCE AND CASUALTY LOSSES 29
8.01 Insurance 29
8.02 Duty to Maintain Fidelity Insurance 29
8.03 Duty to Maintain Officers' and Directors' Personal Liability Insurance 29
8.04 Duty to Maintain Workers' Compensation Insurance 29
8.05 Other Insurance 30
8.06 Individual Insurance 30
8.07 Damage and Destruction 30
(a) Filing Claims 30
(b) Repair and Reconstruction 30
8.08 Disbursement of Proceeds 31
8.09 Insufficient Proceeds 31

ARTICLE IX ASSESSMENTS 32
9.01 Affirmative Covenant to Pay Assessments 32
9.02 Creation of Regular Assessments 32
9.03 Payment of Regular Assessments 32
9.04 Computation of Regular Assessments 32
9.05 Special Assessments 34
9.06 Individual Assessments 35
9.07 Declarant's Obligation for Assessments 35
9.08 Establishment of Lien 35
9.09 Reserve Budget 36
9.10 Date of Commencement of Assessments 36
9.11 Statement of Status of Assessments 36
9.12 Exempt Property 37
9.13 Assessments Collected by the Master Association 37
9.14 Working Capital Contribution 37
9.15 Management Company 37
9.16 Non-Waiver 38
9.17 Indemnification 38

ARTICLE X USE RESTRICTIONS 39
10.01 Partition 39
10.02 Compliance With Insurance Requirements 39
10.03 Abandoned, Inoperable, Commercial, Oversized and Other Vehicles 39
10.04 Trash 40
10.05 Construction Regulations 40
10.06 Compliance with Laws 40
10.07 Annoying Lights, Sounds, or Odors 40
10.08 Pools 41
10.09 Fences 41
10.10 Playground and Basketball Equipment 41
10.11 Lake/Canal/Drainage Area Use 41
10.12 Nuisance 42
10.13 Leasing 42
10.14 Hazardous Materials 42
10.15 Signs 43
10.16 Wells, Laundry Lines 43
10.17 Antennas and Electronic Devices 43
10.18 Pets and Animals 43
10.19 Factory-Built or Existing Structures 44
10.20 Landscaping; Sprinkler Systems 44
10.21 Sidewalks 44
10.22 Outdoor Equipment 44
10.23 Air Conditioners 44
10.24 Solar Collectors; Roof Vents 44
10.25 Walls, Fences, Hedges, etc. 44
10.26 Maintenance of Premises 45
10.27 Outside Lighting 45
10.28 Correction of Health and Safety Hazards 45
10.29 Declarant's Exculpation 45
10.30 Business Use 45
10.31 On-Site Fuel Storage 46
10.32 Golf Carts 46
10.33 Outdoor Recreational Courts 46
10.34 Golf Nuisance 47
10.35 Insurance Rates 47
10.36 No Implied Waiver 47
10.37 Rules 47
10.38 Conservation Areas 47
10.39 Window Coverings 47
10.40 Flags, Lawn Ornaments and Decorations 47

ARTICLE XI ARCHITECTURAL REVIEW BOARD 48
11.01 Membership 48
11.02 Purpose 48

11.03 Organization and Operation of ARB 48
11.04 Expenses 49
11.05 Construction Standards 49
11.06 Right to Inspect 49
11.07 Variances 49
11.08 Limitation of Liability 50
11.09 Approval Required 50
11.10 Removal of Non-Conforming Improvements 50
11.11 Compliance 50
11.12 Exception 51

ARTICLE XII WATER MANAGEMENT SYSTEM AREA RESTRICTIONS AND EASEMENTS 52
12.01 Improvements 52
12.02 Ingress and Egress 52
12.03 Modification 52
12.04 Prohibitions 52
12.05 Responsibility 53
12.06 Construction 53
12.07 Golf Club 53
12.08 Other Properties 53

ARTICLE XIII GENERAL PROVISIONS 54
13.01 Term 54
13.02 Amendment 54
13.03 Severability 54
13.04 Independent Builders 54
13.05 Litigation 55
13.06 Declarant's Sales Activities 55
13.07 Additional Property 55

ARTICLE XIV SHARED AREAS AND FACILITIES 56
14.01 General 56
14.02 Easements 56
14.03 Expenses 56
14.04 Use of the Words "Grande Oak" 56
14.05 Security 56
14.06 Cable and Telecommunications Systems 57
14.07 Declarant's Rights 58

ARTICLE XV THE CLUB AT GRANDE OAK 60
15.01 Club Property 60
15.02 Automatic Membership 60
15.03 No Voting or Equity Interest 60
15.04 Use of Club Facilities 60
15.05 Jurisdiction and Cooperation 61
15.06 Open Space 61

15.07 Irrigation 61
15.08 Maintenance Easement 61
15.09 Assumption of Risk and Indemnification 61
15.10 Rights of Access 62
15.11 Easement for Golf Balls 62
15.12 Tournaments and Special Events 62

ARTICLE XVI RIGHTS OF INSTITUTIONAL MORTGAGEES 64
16.01 Financial Matters and Insurance 64

DECLARATION OF COVENANTS CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GRANDE OAK

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made this 5 day of October, 2000, by **FLORIDA DEVELOPMENT PARTNERS, L.C.**, a Florida limited liability company, hereinafter referred to as **Declarant**.

STATEMENT OF BACKGROUND

WHEREAS, Declarant is the owner of the property as described in Exhibit "A" attached hereto and made a part hereof (the "Property").

WHEREAS, Declarant intends, but is not obligated, to develop the Property as a residential golf course community known as Grande Oak, in accordance with the Development Plan.

NOW, THEREFOR, Declarant declares that the Property and any and all additional property which is hereinafter subjected to this Declaration shall be held, transferred, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the following covenants, conditions, restrictions and easements set forth in this Declaration, which shall run with the Property, be part of such Property and inure to the benefit of, and be enforceable by, each Owner and their successors in title.

ARTICLE I
INTENT OF DECLARATION AND DISCLOSURES

This Declaration shall be binding on the Property.

This Declaration is intended to provide for the preservation and enhancement of the value, desirability and attractiveness of the Property by imposing mutually beneficial covenants, conditions, restrictions and easements on the Property. This Declaration provides a reasonable and flexible procedure for the overall development of the Property and establishes a method of administration, maintenance, preservation, use and enjoyment of the Property.

It is intended by the Declarant that the Property be utilized for the development of single family and multi-family residential properties, and recreational and other attendant facilities. Declarant is not obligated to develop all or any part of the Property. Declarant shall have the right to alter, amend, modify or terminate this development plan at any time.

ARTICLE II
DEFINITIONS

2.01 "Area of Common Responsibility" shall mean and refer to the Common Areas together with those areas which by the terms of this Declaration are the maintenance responsibility of the Master Association.

2.02 "Architectural Review Board" or "ARB" shall mean the committee formed herein to maintain the quality and architectural harmony of improvements within the Property.

2.03 "Articles" shall mean and refer to the Articles of Incorporation of Grande Oak Master Association, Inc. which are filed with the Secretary of State of Florida, as same may be amended from time to time.

2.04 "Assessments" shall mean any and all assessments and charges rendered by the Master Association including, but not limited to Regular, Special and Individual Assessments.

2.05 "Board of Directors" or "Board" shall mean and refer to the governing body of the Master Association.

2.06 "Bylaws" shall mean the By-laws of the Master Association, as the same may be amended from time to time.

2.07 "Club Owner" shall mean, initially the Declarant, or its affiliate, or any other party that owns, from time to time, the Club Property.

2.08 "Club Property" shall mean the real property retained by Declarant, or its affiliate, for the golf course, clubhouse and attendant facilities as described in Section 3.01. The Club Property shall not include any lakes, which are hereby dedicated as Common Areas to be maintained by the Master Association as part of the Water Management System.

2.09 "Common Areas" shall mean and refer to those areas of land within or without the Property which are dedicated to or owned by the Master Association; or any other property which is dedicated, conveyed, leased, used or licensed to the Master Association; any property over which the Master Association holds an easement; or any property anywhere located for which the Master Association has assumed responsibility of its maintenance, either under the terms of this Declaration or by separate agreement, and which are intended to be devoted to the common use and/or enjoyment of the Members, together with any and all personal property and fixtures located thereon. Common Areas shall include, but not be limited to, the Water Management Systems, streets, medians, sidewalks, open spaces, perimeter walls, landscaped areas, and entry features. Common Areas may be dedicated by Supplement. The term "Common Areas" shall also include any personal property acquired by the Master Association if said property is designated as Common Areas in the bill of sale or instrument transferring same or subsequently declared by the Master Association or the Declarant to be Common Areas.

2.10 "Community Wide Standards" shall mean the standards of conduct, maintenance, or other activity generally prevailing throughout the Grande Oak community.

2.11 "Condominium Unit" shall mean and refer to any Condominium Unit designated as such within any condominium created within Grande Oak, pursuant to the applicable condominium documents.

2.12 "Conservation Areas" means those portions of the Property comprised of mangrove forests, wetlands, cypress domes, indigenous native vegetation areas, preserve areas, resource protection areas and other environmentally-sensitive areas, as determined by Declarant or as shown on the plat. All Conservation Areas shall be Common Areas. Conservation Areas may be passive areas, or may, subject to any requisite governmental approval, be used for educational programs and be equipped with such facilities as boardwalks and/or nature trails to the extent permitted by applicable governmental authorities.

2.13 "County" shall mean Lee County, Florida.

2.14 "Declarant" shall mean and refer to Florida Development Partners, L.C., a Florida limited liability company, and its successors or assigns in interest. A person or entity shall be deemed an assignee or successor in interest of the Declarant only if specifically so designated in a duly recorded supplemental Declaration, which supplemental Declaration shall specifically so state, and shall be deemed an assignee successor in interest of Declarant only as to the particular rights or interests specifically designated in the recorded Supplement.

2.15 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for Grande Oak.

2.16 "Development Plan" shall mean and refer to the Development Order for Grande Oak, approved by the County for the development of Grande Oak, as amended or supplemented from time to time, including but not limited to, by plats or declarations of condominium as may be filed of record.

2.17 "Director" shall mean a member of the Board of Directors elected or designated as such in the Articles or By-Laws.

2.18 "Governing Documents" shall mean and refer to the Declaration, and any and all Neighborhood Declarations, together with any and all amendments and supplements thereto, together with the Articles and Bylaws, as the same may be amended from time to time.

2.19 "Improvement" shall mean and refer to any building, structure or other man-made improvement constructed anywhere within the Property, including without limitation, a detached single family home, condominium unit, attached townhouse or villa, clubhouse, perimeter walls, landscaping, parking garages and entry features.

2.20 "Individual Assessment" shall mean an assessment levied in accordance with Section 9.06 of this Declaration.

2.21 "Institutional Mortgagee" shall mean (a) any generally recognized lending institution having a first mortgage lien upon a Parcel including, but not limited to, any of the following institutions: a Federal or state savings and loan or building and loan association; a national, state or other bank or real estate investment trust; or mortgage banking company doing business in the State of Florida; or a life insurance company; or a subsidiary of a holding company owning any of the foregoing; or (b) any secondary mortgage market institution: including the Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Housing Administration (FHA), and Veterans Administration (VA) and such other secondary mortgage market institutions as the Board shall hereafter approve in writing which have acquired a first mortgage upon a Parcel; or (c) any and all investors or lenders, or the successors and assigns of such investors or lenders, which have loaned money to Declarant to acquire or to construct improvements upon the Property and who have a mortgage lien of any priority on all or a portion of the Property securing such loan; or (d) such other lenders as the Board shall hereafter approve in writing which have acquired a first mortgage lien upon a Parcel; or (e) Declarant.

2.22 "Lot" shall mean and refer to any single platted lot within the Property upon which a single family residence ("Residence") including without limitation, a detached single family home, attached townhouse or villa, duplex or triplex may be constructed. The term "Lot" includes lots improved by the construction of a residence and lots that have not been improved by the construction of a residence, so long as it is likely that a residence will be constructed upon it in the future. If more than one Lot has been used for the construction of one residence, such Lots shall be considered as one Lot for purposes of this Declaration.

2.23 "Master Association" shall mean and refer to Grande Oak Master Property Owners Association, Inc., a Florida not-for-profit corporation, or any successor thereof by whatever name, charged with the duties and obligations set forth in this Declaration.

2.24 "Master Association Documents" shall mean any and all documents, instruments and agreements established by Declarant creating and governing the Master Association, including, but not limited to, the Declaration, Articles of Incorporation, By-Laws, and any procedures, rules, regulations or policies adopted by the Master Association, as amended from time to time.

2.25 "Master Association Expenses" shall mean and include the actual and estimated expenses incurred by the Master Association as described in this Declaration or incurred in carrying out the duties and responsibilities of the Master Association under this Declaration for which Owners are liable to the Master Association, including expenses relating to the Water Management System and any reasonable reserves, all as may be required by this Declaration or as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and/or the Articles. Master Association Expenses may also include, but not be limited to, the following:

(a) taxes and special assessments levied or assessed upon the Common Areas;

(b) charges levied by utilities or districts providing services for the Common Areas;

(c) premiums on the policies of insurance which the Master Association owns or purchases;

(d) sums necessary to repair, replace, construct or reconstruct any structure or improvements upon the Common Areas damaged by any casualty not covered in whole or in part by insurance;

(e) expenses necessary to maintain, repair, operate, protect and replace the Common Areas;

(f) costs of administration of the Master Association in the performance of its functions and duties under the Declaration, Articles and By-Laws; and

(g) any assessments payable to the Corkscrew Road Service Area, the Estero Fire and Rescue District and University Window Overlay District to the extent attributable to the Community or any portion thereof; and

(h) reimbursement to Declarant for funds advanced on behalf of the Master Association.

2.26 "Master Association Construction Standards" shall mean the standards of conduct, construction, maintenance, architecture, landscaping or other activity generally prevailing throughout the Property and set forth in the Governing Documents. Such standards may be more specifically determined by the Declarant or by the Master Association.

2.27 "Members" shall mean and refer to any person or entity holding memberships in the Master Association or any Neighborhood Association, as the text so warrants. All Owners shall be Members; provided, however, that there shall be no more than one (1) Membership for each Parcel.

2.28 "Neighborhood" shall mean and refer to each separately developed and denominated portion of the Property designated by Declarant as a Neighborhood in this Declaration, or any amendment thereto, or in a Neighborhood Declaration.

2.29 "Neighborhood Assessments" shall mean assessments levied against the Parcels in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses.

OR BK 03321 PG 2869

2.30 "Neighborhood Association" shall mean and refer to any property owners association, homeowners association, condominium association or any other such entity, their successors and assigns for any particular Neighborhood.

2.31 "Neighborhood Common Area" shall mean and refer to all real property including any improvements and fixtures thereon, owned, leased, or the use or maintenance responsibility of which has been granted to a Neighborhood Association for the use (on an exclusive or non-exclusive basis) of its Members. If a Neighborhood is a condominium, the term "Neighborhood Common Area" shall refer to the common elements of the condominium.

2.32 "Neighborhood Declaration" shall mean and refer to any and all covenants, conditions, restrictions, declaration of condominium and other provisions imposed by recorded instrument and applicable to one or more specific Neighborhoods but not to all Neighborhoods, and which is executed, or consented to, by Declarant. Neighborhood Declarations shall be subject to the terms of this Declaration.

2.33 "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Neighborhood Association for the benefit of Owners of Parcels within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements. Neighborhood Expenses are in addition to Master Association expenses.

2.34 "Neighborhood Representative" shall mean the individual permitted to vote on behalf of and represent a Neighborhood Association on Master Association matters.

2.35 "Owners" shall mean and refer to the record Owner(s) of fee simple title in a Parcel (including Declarant, but specifically excluding any party holding an interest merely as a security for the performance of an obligation). If a Parcel is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. If a Parcel is subject to a written lease with a term in excess of one year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors, the lessee (rather than the fee owner) will be considered the Owner for the purpose of exercising all privileges of membership in the Master Association.

2.36 "Parcel" shall mean and refer to a portion of the Property, whether developed or undeveloped, intended for development, use, and occupancy as an attached or detached residence for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, apartment units, townhouse units, cluster homes, patio or zero lot line homes, duplexes, triplexes and single-family detached houses on separately platted or described lots, as well as vacant land (home sites) intended for development as such, all as may be developed, used, and defined as herein provided or as provided in Supplemental Declarations covering all or part of the Property. The term shall include all portions of the Lot owned as well as any structure thereon. In the case of a structure which contains multiple dwellings, each dwelling shall be deemed a separate Parcel. The term shall not include any portion of the Club Property.

OR BK 03321 PG 2870

In the case of a parcel of vacant land or land on which improvements are under construction, the tract shall be deemed to contain the number of Parcels designated for residential use for such tract on the site plan approved by Declarant, until such time as a subdivision plat or other instrument subdividing the land, including without limitation a declaration of condominium, has been recorded in the Public Records of Lee County, Florida on all or a portion thereof. After the recordation of the plat or other such instrument, which recordation may only occur with Declarant's consent, the number of Parcels for such portion of the Property shall be determined based upon the number of Parcels shown on the plat or other such instrument. After issuance of a certificate of occupancy on any portion thereof, the portion designated in the certificate of occupancy shall constitute a separate Parcel or Parcels as determined above and the number of Parcels on the remaining land, if any, shall continue to be determined in accordance with this paragraph. When the term "Residence" is used herein, it shall refer to a Parcel for which a certificate of occupancy or like certificate has been issued.

2.37 "Property" shall mean and refer to all real property subject to this Declaration, including any additional lands hereafter made subject hereto.

2.38 "Property Units" shall mean and refer to the number of Parcels which may be constructed on a particular Tract and which have been attributed to a particular Tract by Declarant, in writing, in accordance with the provisions of this Declaration, for purposes of determining voting rights and Assessment obligations.

2.39 "Regular Assessment" shall mean and refer to the assessments levied in accordance with Section 9.02 of this Declaration, to pay for each year's Master Association Expenses, as further provided herein.

2.40 "Special Assessments" shall mean an assessment levied in accordance with Section 9.05 of this Declaration to pay for expenses or Master Association Expenses which may accrue from time to time, for which insufficient monies from Regular Assessments, insurance proceeds, reserves, or other funds are available to pay the same; and/or to pay for capital costs not otherwise funded; or which is levied against one or more Parcels or Neighborhoods for special purposes, all as provided herein.

2.41 "Streets" shall mean and refer to any roadway which is dedicated exclusively to the Master Association, and any and all other roadways for which the Master Association is charged with maintaining, or has agreed to maintain by any separate agreement. Streets and all median landscaping and special surface treatments therein such as, but not limited to, pavers or stamped concrete shall be maintained by the Master Association. The Declarant hereby reserves an easement for ingress and egress over all streets within the Property not owned by it (if any) for development of Grande Oak which shall terminate upon the conveyance of the last Parcel owned by the Declarant at Grande Oak. Declarant does hereby further grant all other Owners, a non-exclusive, perpetual easement for ingress and egress over and across the Streets. Declarant reserves the right to grant an easement for ingress and egress over the Streets and elsewhere within Grande Oak, in favor of those persons of Declarant's choosing, for the development, operations or maintenance of Grande Oak or any component thereof, or any other properties without regard as to whether said other

OR BK 03321 PG 2871

properties comprise a portion of Grande Oak; and, further, for the development, operation and maintenance of The Club at Grande Oak.

2.42 "Supplement" shall mean a written amendment or supplement to this Declaration executed by or consented to by Declarant for the purpose of subjecting additional property to or deleting all or some portion of the Property from this Declaration; or for assigning or designating a portion of the Property for a particular use or value; or for such other purpose or purposes permitted elsewhere in this Declaration; in order to modify these restrictions as they apply to the Property; or in order to impose, expressly or by reference, additional restrictions and obligations on all or any portion of the Property.

2.43 "Tract" shall mean and refer to real property which is a part of the Property and which is not a Lot or Condominium Unit, and which is designated by Declarant in writing as a Tract. Each Tract shall have that number of Property Units that are attributed and assigned to it by Declarant in accordance with the provisions of this Declaration.

2.44 "Turnover" shall mean the date on which Owners, other than the Declarant, elect a majority of the members of the Board of Directors of the Master Association.

2.45 "Water Management System" shall mean and refer to lakes, ditches, culverts, lines, and constructed surface and/or underground systems and facilities for the drainage and/or storage of surface water. Said Water Management System may be entirely located upon the Property, but may also be comprised of public and private easements located outside of the Property, if the facilities service all or some portion of the Property on an exclusive or non-exclusive basis. The Water Management System shall be for the use and benefit of all lands that are now or hereafter a part of the Property. The Water Management System may, if Declarant so elects, service other lands that do not form a part of the Property. Each Owner, the Master Association and Declarant shall have a perpetual, non-exclusive easement, right, license and servitude to use the Water Management System. Declarant, with the consent of the owner of the fee underlying any part of the Water Management System, or Master Association may reconfigure such parts of the Water Management System with the consent of the Declarant, provided same is then in accordance with sound engineering practices and governmental approvals. In such event, the perpetual non-exclusive drainage easement rights of Declarant, Master Association and all Owners shall, without necessity of additional written documentation, be transferred from the previously existing Water Management System to the revised system. Declarant may dedicate to any applicable governmental agency or authority, all or any part of the drainage lines, structures and facilities which are part of the Water Management System. Declarant, or others with consent of Declarant, may execute such instruments as may be necessary or desirable to effect such dedication without the joinder or consent of Master Association, any Owner, or the holder of any mortgage or other lien on any Parcel.

OR BK 03321 PG 2872

ARTICLE III
GENERAL PLAN FOR DEVELOPMENT OF THE PROPERTY

3.01 Plan for Development.

(a) Ownership and Development of the Property. Declarant is the owner of the Property. Declarant presently plans to develop all or a portion of the Property as a multi-phased, planned community comprising residential, recreational, and mixed uses. The golf course and related facilities, are a part of the Property, and shall be owned and operated by the Club Owner in accordance with the terms of this Declaration. Declarant makes no representations or warranties of any kind or nature that it will dedicate any Common Areas or develop the Property in accordance with its present plans. Declarant reserves the right, in its sole and absolute discretion, to develop Grande Oak and/or the Property in any manner it desires. Declarant intends that certain Parcels constructed on the Property be grouped together in residential Neighborhoods which will generally be administered by the Master Association, but in some instances may be administered by the Neighborhood Associations. Neighborhood Associations, if created, shall assess their members for their Neighborhood Expenses and shall also be responsible for collecting their share of Master Association Expenses under this Declaration, unless the Master Association determines otherwise. When Neighborhoods are administered by the Master Association, the cost of managing a Neighborhood shall be borne by the Owners in such Neighborhood as a part of the Neighborhood Expenses. When there is Neighborhood Common Area, the Owners of all Parcels in the Neighborhood or Neighborhoods may become members of a Neighborhood Association formed by or with the consent of Declarant to manage and operate and administer such Neighborhood Common Area. If there are Neighborhood Common Areas with no Neighborhood Association to operate and administer such Neighborhood Common Area, the Master Association shall administer and operate such Neighborhood Common Area, and collect any Neighborhood Assessments arising therefrom, in accordance with the provisions of this Declaration.

The Master Association is not a condominium association and therefore shall not be governed by the provision of Chapter 718, Florida Statutes. No portion of the Property is submitted by this Declaration to the condominium form of ownership. Declarant does not intend that any portion of the Property be submitted to the condominium form of ownership except that property legally described in a declaration of condominium specifically prepared in accordance with Chapter 718, Florida Statutes, executed by or with the consent of Declarant. Further, the expressed intent of the Declaration is that the substantive rights hereunder shall not retroactively be affected by legislation subsequent to the date of the execution of the Declaration.

Portions of Grande Oak may contain Conservation Areas, which shall be Common Areas. The Conservation Areas are to be maintained by the Master Association, in their natural state, as more fully set forth in Section 12.04 below.

The Property may be developed around and in conjunction with the golf course, clubhouse, and attendant recreational facilities of The Club at Grande Oak, as may be further described herein as the Club Property. The Club Property shall not include any lakes, which are hereby dedicated as Common Areas to be maintained by the Master Association as part of the Water

OR BK 03321 PG 2873

Management System. The Club Property is being developed and retained by Declarant, is not Common Area, and may be public, private, equity, or non-equity, as the Club Owner may elect from time to time in its sole discretion. Some of the effects of the operation and development of the Club Property may be to increase the number of persons using the Common Area and Streets. Declarant hereby reserves the right to grant such easements upon the Common Area and/or Streets as may be required, in Declarant's sole discretion, for the use and enjoyment of the Club Property. NOTWITHSTANDING ANYTHING IN THIS DECLARATION, THE OWNERSHIP OF A PARCEL, OR MEMBERSHIP IN THE MASTER ASSOCIATION, DOES NOT CONFER ANY OWNERSHIP INTEREST IN OR RIGHT TO USE ANY OF THE CLUB FACILITIES IN ANY MANNER, EXCEPT AS SPECIFICALLY SET FORTH HEREIN.

(b) Governmental Interests. For so long as Declarant owns any portion of the Property, Declarant shall have the right to designate sites within the Common Area or within portions of the Property owned by Declarant for fire, police, water and sewer facilities, and any and all other like services and/or utility facilities.

(c) Development and Other Governmental Orders. Declarant may present applications for various development orders pertaining to the development of the Property. If such applications are approved, Declarant intends that the portions of the Property affected by such development order shall be developed in accordance with all applicable terms and provisions set forth in such development order. By way of illustration only and not limitation, any order pertaining to the development of the Property may set forth requirements or Construction Standards pertaining to such matters as wetland areas, conservation areas, flora, fauna, water management and exotic species. The effects of any such development orders may include increasing the responsibilities and obligations of the Master Association, as well as increasing the amount of Assessments due from Owners. Declarant shall have the right to seek changes to such development orders after they have been approved without the joinder or consent of any other person. Additionally, under any development order, Declarant retains the right to amend or add to any of the terms and provisions of this Declaration, Articles or By-Laws for the purpose of fulfilling the requirements of any such development order, without the joinder or consent of any other person. All Owners do hereby authorize and appoint Declarant as their respective attorney in fact, to execute any and all documents necessary to maintain the applicable development of regional impact.

(d) Changes in Development Plan. The foregoing is the Development Plan currently anticipated by Declarant. Declarant shall not be obligated in any way to undertake the above Development Plan. Many factors, including changes in market conditions and in consumer preferences, may cause Declarant to change such Development Plan, and nothing in this Declaration shall in any way limit the right of Declarant, in its sole and absolute discretion, to change the Development Plan.

3.02 Property. Declarant shall have the right to change the use of any portion of the Property subject only to the approval of the Owner of that portion of the Property affected.

3.03 Supplements. Declarant shall have the right, alone and in its sole and absolute discretion, to execute and record in the office of the Clerk of the Circuit Court of Lee County,

OR BK 03321 PG 2874

Florida, a Supplement containing provisions which (a) assign a specific use to any portion of the Property; (b) modify the provisions of this Declaration as they apply to all or any portion of the Property; (c) create new provisions to this Declaration as they apply to all or any portion of the Property; (d) withdraw the applicability of any or all of the provisions of this Declaration; (e) add or withdraw properties encumbered by this Declaration; and (f) do anything else permitted by this Declaration, without the joinder of any other party; provided, that, in each instance, such Supplement shall not affect any portion of the Property that has been conveyed to an Owner without the written consent or joinder of the affected Owner.

3.04 Streets.

(a) Primary Entrance Boulevard. That portion of the primary entrance boulevard from the entrance to the community, including the guardhouse, to the golf club house site shall be owned and maintained by the Club Owner. All Owners, their family members and guests are hereby granted a non-exclusive easement for vehicular and pedestrian access over and across the paved portions of the entrance boulevard. Declarant does hereby retain the right to grant others owning lands outside of the Property non-exclusive easements for the installation, maintenance and repair of utility facilities, and for ingress and egress over and across said roadway without notice to, or the consent of, Master Association, any Owner, or any other person. The Master Association shall be responsible for two-thirds (2/3rd) of the cost of operating and maintaining the guardhouse, including, without limitation, any security personnel, equipment and facilities, and the primary entrance boulevard from the entrance to the community to the golf club house site, as a Master Association Expense and shall reimburse the Club Owner, from time to time, within fifteen (15) days after receipt of an invoice for the Master Association's share of such costs. Any required payment not received when due shall bear interest from the date when due until paid in full at the lesser of the maximum rate permitted by law or eighteen (18%) percent per annum.

(b) Other Streets. All streets other than the primary entrance boulevard may be owned or maintained by the Master Association or the applicable Neighborhood, as Declarant directs.

3.05. Lakes. All lakes, wherever situated within the Property, shall be Common Areas. The Club Owner shall be responsible for one-third (1/3rd) of the cost of maintaining the lakes within the Property and shall reimburse the Master Association, from time to time, within fifteen (15) days after receipt of an invoice for the Club Owner's share of such costs. Any required payment not received when due shall bear interest from the date when due until paid in full at the lesser of the maximum rate permitted by law or eighteen (18%) percent per annum.

3.06. Club Property. All Owners shall, as a result of their ownership of any Lot or Parcel, apply for and maintain a social membership in, and pay social membership dues to, the Club Owner, pursuant to and subject to the terms of the Covenant for Club Membership and Club Charges, as more fully set forth in Article XV, below.

OR BK 03321 PG 2875

ARTICLE IV
LAND USE WITHIN THE PROPERTY AND COMMON AREAS

4.01 Land Use within the Property.

(a) In general, Declarant may, in its sole and absolute discretion, establish any use for the Property which is consistent with the terms of this Declaration, any Neighborhood Declaration, taxing districts, and applicable governmental orders, approvals, permits and regulations; provided that Declarant shall not modify any use of any portion of the Property that has been conveyed to an Owner, without the written consent or joiner of the affected Owner. The Property shall be subject to the use restrictions set forth in the Declaration and any applicable Neighborhood Declaration, and the design Construction Standards and guidelines adopted by the Master Association.

(b) All replacements, repairs and other alterations to any Parcel must be consistent with the original design of the Parcel, the Declaration, and any Neighborhood Declaration, unless otherwise approved by the Architectural Review Board.

4.02 Common Areas. The Common Areas shall be those areas specifically designated by Declarant as exclusively or primarily for use by Owners. Declarant may, at any time prior to the termination of its Class B Membership, convey and transfer (or cause to be conveyed or transferred) to the Master Association, and the Master Association shall accept, any or all of the Common Areas.

THE MASTER ASSOCIATION SHALL ACCEPT "WHERE IS, AS IS" THE CONVEYANCE OF ANY SUCH COMMON AREAS WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATIONS TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH COMMON AREAS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF AN INTEREST IN ANY COMMON AREAS OR THE DEED TO ANY PARCEL, THE MASTER ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANTIES RELATING TO THE COMMON AREAS INCLUDING, WITHOUT LIMITATION, ALL IMPROVEMENTS THEREON. NO CLAIM SHALL BE MADE BY THE MASTER ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF COMMON AREAS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. ALL COSTS AND EXPENSES OF

OR BK 03321 PG 2876

ANY CONVEYANCE OF ANY PROPERTY BY DECLARANT TO THE MASTER ASSOCIATION SHALL BE PAID FOR BY THE MASTER ASSOCIATION.

4.03 Easements. Master Association may enter into easement agreements or other use or possessory agreements whereby the Master Association may obtain the use or possession of certain real property not owned by Declarant, on an exclusive or non-exclusive basis, whether or not included within the Property, for certain specified purposes and whereby the Master Association agrees to maintain and pay for the taxes, insurance, administration, upkeep, repair, replacement and maintenance of such property. The aforementioned expenses shall be either a Master Association Expense or Neighborhood Expense, as the case may be, whether or not such real property shall be Common Area or Neighborhood Common Area. Prior to Turnover, no such agreement shall be entered into without the prior written consent of Declarant, which consent may be withheld in Declarant's sole and absolute discretion.

4.04 Common Area. The Declarant declares, subject to the provisions of this Declaration, that the Common Area is subject to a perpetual non-exclusive easement in favor of Declarant, Master Association, the Neighborhood Associations, the Owners, their family members, guests, invitees, licensees, and lessees, to use the Common Area for all normal purposes for which same is intended, including, but not limited to, ingress and egress and for the furnishing of services and facilities for which the same are reasonably intended in accordance with the terms of this Declaration. Notwithstanding anything to the contrary contained in this Declaration, Declarant, in its sole discretion, may terminate such easements as to a portion of the Common Area and cause same to become Neighborhood Common Area, or cause the use of such Common Area to be limited to only a particular Neighborhood(s), provided that such act shall not deprive an Owner of a means of ingress and egress from his Parcel to a publicly dedicated road or of a means of being furnished those public utilities which were immediately prior thereto being furnished to his Parcel.

4.05 Easements Over Common Areas. Declarant reserves the right for itself and its designees to grant additional easements for use, ingress and egress, governmental services and utilities over, across and under all portions of the Common Area and Neighborhood Common Areas, for the use and benefit of persons who are not Owners, and for portions of the community which are not Property hereunder.

4.06 Changes in Use or Boundaries. Declarant shall have the right, by an amendment or Supplement executed by Declarant alone, without the consent of the Master Association, any Neighborhood Association or the Owners, to take such action as may be required to relocate portions of, change the use or extent of use, or modify the boundaries of any of the Common Area, any Neighborhood Common Area, or any Parcel of which Declarant is the Owner; provided that such amendment or supplement does not deprive any Owner of a means of ingress and egress from his Parcel to a publicly dedicated road or of a means of being furnished those public utilities which were immediately prior thereto being furnished to his Parcel.

OR BK 03321 PG 2877

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS

5.01 Membership. Every Owner and the Declarant shall be members of the Master Association. Membership shall be appurtenant to and may not be separated from ownership of a Parcel which is subject to Assessment by the Master Association. Members' rights, powers, duties and privileges shall be as set forth in the Articles of Incorporation, By-Laws, this Declaration and any Supplement. In the event of any conflict between these documents, the terms and provisions of this Declaration shall control.

The Master Association shall have two (2) classes of membership: (a) Class "A" Members, and (b) Class "B" Members as follows:

(a) Class "A". Class "A" Members shall be all Owners of Parcels within the Property other than the Class "B" Member and the Club Owner.

(b) Class "B". The Class "B" Member shall be the Declarant. Unless the Declarant earlier terminates this membership, the Class "B" Membership shall terminate upon Turnover or Declarant's earlier termination, and be converted to Class "A" Membership. The Club Owner shall not be a member of the Master Association.

5.02 Voting. The voting rights of the two (2) classes of membership are as follows:

(a) Class "A". Except for the rights of the Owners of Tracts set forth below, Class "A" Members shall be entitled to one (1) vote for each Parcel or Property Unit assigned to a Parcel in which they hold the interest required for membership. There shall be only one (1) vote for each Parcel owned by an Owner. If one (1) Parcel is contained on two (2) or more Lots or Condominium Units which have been combined, then the Owner is still entitled to just one (1) vote.

(b) Class "B". The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve action taken under this Declaration and the By-Laws, are specified throughout this Declaration and the By-Laws. The Class "B" Member shall be entitled to appoint a majority of the members of the Board until Turnover, as set forth in Section 5.04 below.

(c) Assignment of Property Units. The Declarant may, in its sole discretion, assign the number of Property Units, if any, to each Parcel. Any dispute as to the number Property Units assigned to a Parcel shall be decided by Declarant, whose decision shall be final.

(d) An Owner of a Tract shall be entitled to one (1) vote for each Property Unit attributed such Tract and for which a Value of one (1.00) is assigned, as later discussed herein.

(e) Joint Ownership, Corporations. Voting rights may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. In

OR BK 03321 PG 2879

any situation where more than one person holds an interest in a Parcel, the vote for the respective Parcel shall be exercised by any such person; provided, however, the persons holding the interest in the Parcel can notify the secretary of the Master Association, in writing, prior to or during any meeting of the manner in which the vote is to be exercised, and in the absence of such notice, the Parcel's vote shall be suspended if more than one person seeks to exercise it. The voting rights of a Member that is a corporation, partnership or other entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the secretary, subject to the laws of the State of Florida.

5.03 Property Units.

(a) Declarant upon or before conveying legal title to a Tract, shall attribute a number of Property Units to such Tract by the recordation of a Supplement, Neighborhood Declaration or other instrument, containing provisions to such effect. The number of Property Units which Declarant shall so attribute to a Tract shall be the number of Parcels that may to be built on such Tract unless amended by an instrument executed and recorded by Declarant, in its sole discretion, but with the consent or joinder of any Owner of the affected Tract, stating that a greater or lesser number of Parcels may be built on the Tract. Declarant shall incur no liability whatsoever and shall be held harmless by the Master Association and Owners in the event that the number of Parcels built upon such Tract is more or less than the number attributed by Declarant.

(b) If the Owner of a Tract builds fewer Lots and/or Condominium Units than the number of Property Units assigned to such Tract, then such Parcel Owner may petition the Declarant to reduce the number of Property Units assigned to such Tract. Declarant, in its sole discretion, can so reduce the number of Property Units assigned to such Tract, which discretion shall be reasonably exercised. If Declarant does so exercise its discretion to reduce the number of Property Units assigned to a Tract, the same shall be reflected in a written instrument executed by Declarant and the Owner thereof. Such reduction shall have the effect of reducing the maximum number of Lots and/or Condominium Units which may ultimately be built on such Tract, and the obligation of such Owner to pay Assessments for Property Units assigned to the Tract, and the voting rights thereof, all as set forth in such instrument executed by Declarant and such Parcel Owner.

5.04 Turnover. Turnover shall occur three (3) months after ninety (90) percent of the parcels in all phases of the community that will ultimately be operated by the Master Association have been conveyed to members other than the Declarant, at which time members other than the Declarant shall be entitled to elect a majority of the members of the Board. Declarant shall be entitled to elect at least one (1) member of the Board as long as Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Parcels in all phases of the community. For purposes of this Section, the term "members other than the Declarant" shall not include builders, contractors or others who purchase a parcel for the purpose of constructing improvements thereon for resale. Declarant reserves the right to turnover control of the Master Association on an earlier date. The Master Association shall give notice to all Owners of a Turnover meeting, which meeting shall be held not more sixty (60) days after giving such notice. The purpose of the Turnover

OR BK 03321 PG 2879

meeting shall be to elect a new the Board of Directors, as well as such other business as shall properly come before the meeting.

5.05 Neighborhood Representative. Upon the formation of a Neighborhood Association, no Member shall have the power to vote at Master Association meetings other than as described herein. Each Neighborhood Representative shall, on behalf of its Members, cast the votes of the Members on Master Association matters. After Turnover, each Neighborhood Representative shall be an officer of the Neighborhood Association, appointed by its President. The Neighborhood Representative shall cast the votes as a block in the manner as the Neighborhood Representative may, in the Neighborhood Representative's sole and reasonable discretion, deem appropriate, acting on behalf of all of the Members; provided, however, that, in the event that the Members in attendance at a duly called meeting of the Neighborhood Association have voted to instruct the Neighborhood Representative on a particular issue, then the Neighborhood Representative shall cast all of the voting power of the Members in the same proportion, as nearly as possible without counting fractional votes, as the Members shall have, in person or by proxy, in favor of or in opposition to such issues. The Neighborhood Representative shall have the authority, but not the obligation, in its sole discretion, to call a special meeting of the Neighborhood's Members in the manner provided in the By-Laws for the purpose of obtaining instructions as to the manner in which such Neighborhood Representative is to vote on any issue to be voted on by the Members of the Master Association. It shall be conclusively presumed for all purposes of Master Association business that the actions of the Neighborhood Representative are within the authority and consent of the Neighborhood's Members.

5.06 Article V Amendment. This Article V may not be amended without the express written consent of the Declarant.

OR BK 03321 PG 2880

ARTICLE VI
MAINTENANCE

6.01 Master Association's Responsibility. The Master Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall be responsible for the management, operation, maintenance and control of the Common Areas and Water Management Systems. The foregoing obligations include, but are not limited to, the following:

(a) Maintenance, repair, and replacement of landscaping, perimeter walls and entry features on Common Areas.

(b) Common Areas recreation facilities maintenance, repair and replacement.

(c) Maintenance, repair and replacement of any improvements located within Common Areas.

(d) Maintenance, repair and replacement of all drainage and irrigation facilities; and of the Water Management System (unless said responsibilities have been transferred to a governing agency having jurisdiction thereof, which has assumed all maintenance responsibilities).

(e) Maintenance, repair and replacement of all Streets and any and all other improvements located within the Common Area.

(f) Maintenance of all Conservation Areas in accordance with the requirements of Section 12.04 below.

6.02 Entry Rights and Liability. The Master Association shall have the right, but not the obligation, for itself, its designee, or any agent or employee, to enter upon any Parcel to carry out the provisions of this Declaration and same shall not constitute a trespass. The Master Association shall not be liable for any action taken under this Section and each Owner of a Parcel agrees for itself and its family members to hold the Master Association harmless, from any action undertaken pursuant to this Section.

6.03 Owners' Responsibility. Except for those maintenance duties which the Master Association has expressly agreed to assume, each Owner shall maintain his or her Parcel in good repair and in a neat and attractive condition in accordance with the Community Wide Standards and the Governing Documents. No Owner shall take any action which (a) increases the maintenance responsibility of the Master Association, (b) causes the Master Association's insurance premiums to increase, or (c) interferes with the Master Association's maintenance or operational responsibilities. If any Owner fails to perform his or her maintenance responsibility in accordance with this Section, the Master Association may perform it and assess all costs incurred against the Parcel, and further assess the Owner thereof as an Individual Assessment. Prior to entry, the Master

OR BK 03321 PG 2881

Association shall afford the Owner reasonable notice and an opportunity to remedy the situation, except when entry is required due to an emergency.

6.04 Rules and Regulations. The Master Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which shall constitute a lien upon the Owner's Parcel, and suspension of the right to vote and the right to use any recreational facilities (if any) on the Common Areas, and exclusion from the Property of any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of such rules and regulations. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to the procedures for disciplinary action provided in the By-Laws of the Master Association. Master Association shall be entitled to an award of reasonable attorney's fees and costs incurred in enforcing or interpreting this Declaration. Fines and other sums due Master Association shall constitute Individual Assessments subject to the lien rights provided in this Declaration.

6.05 Implied Rights. The Master Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

6.06 Neighborhood Association Responsibility. Certain portions of the Property may be designated as Neighborhood Common Area and reserved for the exclusive use of Owners and occupants of Parcels within a particular Neighborhood or Neighborhoods. There is hereby created in favor of every Owner in a particular Neighborhood, a non-exclusive easement of use, access and enjoyment in and to such Neighborhood Common Area. All costs associated with maintenance, repair, replacement and insurance of Neighborhood Common Area shall be assessed against the Owners of Parcels in only those Neighborhoods which are benefited thereby as a Neighborhood Assessment. By way of illustration and not limitation, Neighborhood Common Area may include recreational facilities intended for the exclusive use of Owners within a particular Neighborhood or Neighborhoods and supported exclusively by Neighborhood Assessments.

6.07 Cooperation with Neighborhood Associations. The Board shall have the power to assist Neighborhood Associations in the performance of their duties and obligations under their respective Neighborhood Declarations, and shall cooperate with said Neighborhood Associations so each can most efficiently and economically provide their respective services to the Owners. If a Neighborhood Association fails, neglects, or is unable to perform a duty or obligation required by its Neighborhood Declaration, including without limitation, maintenance responsibilities, then the Master Association may, after reasonable notice and an opportunity to cure given to the Neighborhood Association, perform such duties or obligations until such time as the Neighborhood Association is able to resume such functions, and charge the Neighborhood Association a reasonable fee for the performance of such functions and assess the costs thereof against all of the Parcels and Owners thereof.

OR BK 03321 PG 2882

6.08 Irrigation. The Master Association may act as a water provider with respect to providing irrigation services to all or some portions of the Property at rates to be set by the Master Association. The costs of providing and maintaining such services shall be billed on an individual basis as an Individual Assessment to the Owners of such portions of the Property which are provided the irrigation service. EACH OWNER ACKNOWLEDGES THAT ANY WATER PROVIDED FOR IRRIGATION PURPOSES MAY BE UNTREATED WATER OR TREATED EFFLUENT. NEITHER DECLARANT NOR THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE QUALITY OF WATER PROVIDED FOR SUCH IRRIGATION PURPOSES. ANY USE OF SUCH WATER SHALL BE AT THE USER'S OWN RISK.

OR BK 03321 PG 2883

ARTICLE VII
EASEMENTS AND OTHER RIGHTS

7.01 Easements to Use. All Owners shall have a non-exclusive easement to use and enjoy the Common Areas, subject to the terms of the Governing Documents, including parking and traffic regulations adopted by the Master Association, payment of use or access fees or other charges reasonably imposed by the Master Association and subject to any restrictions or limitations contained in any instrument conveying such property to the Master Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, lessees, licensees and social invitees, as applicable, subject to the Governing Documents. An Owner who leases his or her Parcel shall be deemed to have delegated all such rights to the lessee of the Parcel. All Common Areas shall be maintained by the Master Association; provided, however, Declarant shall be entitled to utilize Common Areas to assist Declarant's sales and promotion of Grande Oak.

7.02 Easements for Utilities, Etc. There is hereby reserved unto Declarant so long as the Declarant owns any portion of the Property, and further reserved unto the Master Association, and the designees of each (which may include, without limitation, County and/or any utility company), easements upon, over, across, and under the Common Areas and Neighborhood Common Areas, and within any platted easements, for ingress and egress; dispensing pesticides; the installation, replacement, repair, relocation and/or maintenance of Streets, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, golf cart paths, street lights, signage, and all utilities, including but not limited to water, sewer, meter boxes, telephones, gas, electricity and irrigation; provided, the exercise of this easement shall not unreasonably interfere with the use of any Parcel. Declarant shall have the right to give and grant specific easements by separate recordable document to such third parties as Declarant, in Declarant's sole and absolute discretion, deems appropriate.

7.03 Easement for Encroachment and Overhang. There shall be a reciprocal appurtenant easement for encroachment and overhang between adjacent Lots. Such easement shall be for roof overhangs, and other improvements which were unintentionally placed or have settled or shifted. The easement shall be for a distance of not more than two (2) feet, as measured from any point on the common boundary between the adjacent Lots, along a line perpendicular to such boundary at such point. In no event shall an easement for encroachment of anything other than an overhang exist if such encroachment occurred due to willful conduct on the part of an Owner.

7.04 Easement for Lake Maintenance. Declarant hereby grants to the Master Association, and its successors and assigns, a perpetual, non-exclusive easement for maintenance of all lakes, wherever situated within the Property, upon, across, over and under any Property as shown on any plat of any portion of the Property, for ingress, egress and access to such lake or canal located within or adjacent to the Property; provided, however, the exercise of this easement shall not unreasonably interfere with the use of any Parcel or the Club Property. If such easement is not shown on a plat, then such easement shall be deemed to extend from the top of the bank or canal of a lake twenty (20') feet landward. No structure of any kind shall be constructed or maintained in this easement area unless approved by the Declarant.

OR BK 03321 PG 2884

7.05 Right of Entry. The Master Association shall have the right, but not the obligation, to enter into any Parcel for emergency and safety reasons, and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, and the Master Association rules, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. No such entry shall be deemed a trespass or other offense. 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 of the Association to enter a Parcel to cure any condition which may increase the possibility of a fire or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

7.06 Additional Easements. The Declarant and the Board of Directors shall have the right to execute, without further authorization, such grants of easement or other instruments affecting the Common Areas as may from time to time be desirable for the development of the Property.

OR BK 03321 PG 2885

ARTICLE VIII
INSURANCE AND CASUALTY LOSSES

8.01 Insurance. The Board of Directors, or its duly authorized agent, shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Areas, if any, and at the election of the Board of Directors, upon any other property or improvements maintained by the Master Association. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Areas, the Master Association and its Members for all damage or injury caused by the negligence of the Master Association or any of its Members or agents. The liability limits shall be as established by the Board from time to time.

The Board may also obtain such other insurance policies as it deems appropriate, including, without limitation, Directors and Officers liability insurance and fidelity coverage.

8.02 Duty to Maintain Fidelity Insurance. Following Turnover, the Master Association shall, to the extent available at a reasonable cost, and as may be required by law, obtain fidelity bonds to protect against dishonest acts on the part of its officers, directors, employees and agents and on the part of all others who handle or are responsible for handling the funds of, or funds administered by, the Master Association. In addition, if responsibility for handling funds is delegated to a manager, such bonds shall be required for the manager and its officers, employees, and agents. Such fidelity coverage shall name the Master Association as an obligee and shall be written in an amount equal to at least one hundred percent (100%) of the estimated annual operating expenses of the Master Association, including reserves. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions.

8.03 Duty to Maintain Officers' and Directors' Personal Liability Insurance. The Board may, in its sole and absolute discretion, purchase officers' and directors' personal liability insurance at the expense of the Master Association to protect the officers, directors and the ARB members and all other committee members from personal liability in relation to their duties and responsibilities on behalf of the Master Association.

8.04 Duty to Maintain Workers' Compensation Insurance. The Master Association shall obtain workers' compensation or similar insurance with respect to its employees, if any, in the amounts as may now or hereafter be required by law.

OR BK 03321 PG 2806

8.05 Other Insurance. The Master Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to its responsibilities and duties.

8.06 Individual Insurance. By virtue of taking title to a Parcel, each Owner covenants and agrees with all other Owners and with the Master Association that each Owner shall carry blanket all-risk casualty insurance on their Parcel. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of his Residence, the Owner shall remove all debris within sixty (60) days and complete repair or reconstruction of the damaged structure within one (1) year. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that a Residence or Condominium Unit is totally destroyed, the Owner may decide not to rebuild or not to reconstruct, in which case the Owner shall clear the Parcel of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. Thereafter, the Master Association shall continue to maintain the Parcel in a neat and attractive condition in the event Owner fails to do so, and assess Owner the costs of the same.

8.07 Damage and Destruction.

(a) Filing Claims. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Master Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. The Board shall have the exclusive power and authority to adjust losses under policies obtained by the Association; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, relating thereto. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Repair and Reconstruction. Any damage or destruction to the Common Areas shall be repaired or reconstructed unless (i) the Class B Member (prior to Turnover); and thereafter (ii) at least seventy-five percent (75%) of the total votes eligible to be cast by the Class A Members, shall decide within one hundred twenty (120) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Master Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed one hundred twenty (120) additional days. No Institutional Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Areas shall be repaired or reconstructed. In the event that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected

OR BK 03321 PG 2887

premises shall be restored to their natural state and maintained by the Master Association in a neat and attractive condition.

8.08 Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas or, if no repair or reconstruction is made, shall be retained by and for the benefit of the Master Association and placed in a capital improvements account.

8.09 Insufficient Proceeds. If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against Members on the same basis as provided for Regular Assessments. Additional Special Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

OR BK 03321 PG 2888

ARTICLE IX
ASSESSMENTS

9.01 Affirmative Covenant to Pay Assessments. There is hereby imposed upon each Owner and his or her Parcel, the affirmative covenant and obligation to pay all Regular, Special and Individual Assessments, together with any other Assessments imposed by the Master Association and/or applicable Neighborhood Association. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Parcel, whether or not it is so expressed in such deed or instrument, shall be obligated and agrees to pay all Assessments provided for in this Declaration.

Each Neighborhood Association shall have the obligation to collect the Assessments for the Parcels it administers or controls and pay same to the Master Association when such Assessment is due in accordance with the terms hereof; provided, however, that the Master Association may, in its sole discretion, elect whether to collect or not collect Assessments directly from Owners. Each Owner by acceptance of a deed or other instrument of conveyance conveying a Parcel, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Master Association or, where applicable, Neighborhood Association, all Regular Assessments, Neighborhood Assessments, Special Assessments, and Individual Assessments applicable to such Parcel, together with all late fees and other costs in accordance with the provisions of this Declaration; and consents and agrees to the lien rights hereunder against such Parcel. The liability for Assessments or late fees and other costs may not be avoided by waiver of the use or enjoyment of Common Areas or Neighborhood Common Areas, or by abandonment of the Parcel for which the Assessments are made.

9.02 Creation of Regular Assessments. There are hereby created Regular Assessments for Master Association Expenses as the Board of Directors may authorize from time to time.

9.03 Payment of Regular Assessments. Regular Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the Regular Assessments for the entire fiscal year upon delinquency in payments. Unless the Board otherwise provides, the Regular Assessment shall be paid on a quarterly basis, in advance.

9.04 Computation of Regular Assessments. It shall be the duty of the Board of Directors of the Master Association annually to prepare a budget covering the estimated Master Association Expenses, to be allocated among all Parcels and Tracts as set forth herein. The Board of Directors shall cause a copy of such budget and notice of the amount of the Regular Assessment to be levied on each Parcel for the coming year to be delivered at least fifteen (15) days prior to the beginning of the fiscal year to each Owner; provided, however, failure to do so shall not in anyway inhibit the Master Association's ability to levy or collect the Regular Assessments.

OR BK 03321 PG 2889

Each Parcel shall have determined therefor a "Value", as set forth below. The total anticipated Master Association Expenses (other than those expenses which are the subject of a Special Assessment), less any income sources shall be apportioned, based upon such Value, to determine the Regular Assessment due on each Parcel and Tract:

(i) Each Lot and Condominium Unit for which a certificate of occupancy has been issued and the Lot or Unit conveyed to an end-user shall be assigned a Value of one (1.00). Each Lot and Condominium Unit for which a certificate of occupancy has not been issued and the Lot or Unit has not been conveyed to an end-user shall be assigned such lesser Value as the Board of Directors shall determine to be appropriate based upon the line items within the annual budget that would not be applicable to Lots or Condominium Units for which a certificate of occupancy has not yet been issued and the Lot or Unit has not been conveyed to an end-user, including, by way of example only, cable television and lawn maintenance.

(ii) Notwithstanding the provisions of subsection (i) immediately above, if one (1) Residence is contained on two (2) or more Lots which have been combined, then the applicable Value for such Lot shall be one and one-half (1.50).

(iii) Notwithstanding the provisions of subsection (i) immediately above, if one (1) Residence is contained on two (2) or more Condominium Units which have been combined, then the applicable Value for such Condominium Unit shall be one and one-half (1.50).

(iv) There shall be assigned to each Property Unit which has been assigned to a Tract a Value of one (1.00).

(v) There shall be assigned to each Parcel which is not subject to subsections (i) through (iv), immediately above, a Value of one (1.00).

(vi) There may be assigned to any portion of the Property which is not intended for use as a Parcel upon which Residences are to be constructed, a Value as may be determined by Declarant in a Supplement. The provisions of this subsection may not be amended without Declarant's prior written approval.

(vii) Subject to the provisions regarding Declarant's payment of Assessments, the Regular Assessment for each Parcel or Tract shall be the product arrived at by multiplying the total anticipated Regular Assessments reflected by the Budget, by a fraction, the numerator of which is the Value assigned to the Parcel or Tract, and the denominator of which shall be the total of all Values assigned to all Parcels or Tracts in existence as of the date the Budget was adopted. The total number of Parcels and Tracts will be adjusted from time to time in accordance with this Declaration. All questions regarding the number of Parcels and Tracts in existence shall be determined by the Master Association.

Notwithstanding any other provision to the contrary which may be contained herein, prior to Turnover, the Board of Directors shall not increase Regular Assessments by more

OR BK 03321 PG 2890

than fifteen (15%) percent over the Regular Assessments for the prior year without the approval of a majority of the Owners, excluding the Declarant.

9.05 Special Assessments. In addition to the Regular Assessments, the Board of Directors may levy, in any Assessment year, without the requirement of a Member vote, a Special Assessment. Notice in writing of the amount of any Special Assessment and the time for payment thereof shall be given promptly to the Owners. Special Assessments shall be payable by Owners in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the Assessment year in which the Special Assessment is approved, if the Board so determines. However, in no event shall Declarant ever have any liability to pay any Special Assessment, and Parcels owned by Declarant shall never be assessed for the same.

Special Assessments may be levied by the Board in the following circumstances, among others:

(a) Upon all Parcels and the Parcel Owners thereof, upon Board action alone in cases of:

(i) operating shortfalls, but not during the period of time that Declarant has elected to pay the operating shortfall pursuant to Section 9.07 below;

(ii) insurance coverage shortfalls,

(iii) repairs and replacements not covered by reserves,

(iv) casualties not covered by insurance,

(v) necessary capital purchases not covered by capital funds, or

(vi) other emergencies.

(b) Upon all Parcels and the Owners thereof, upon Board action alone, for desired capital improvements or additions to the Common Areas or Neighborhood Common Areas.

(c) Upon one or a group of Owners, upon Board action alone, in such cases where:

(i) only one or a group of Owners will benefit from the expenditure, or

(ii) where the Special Assessment is to compensate the Master Association for costs incurred in self-help or correcting violations or as otherwise provided in the Governing Documents.

OR BK 03321 PG 2891

Special Assessments shall be paid in such installments or in a lump sum as the Board shall determine from time to time.

9.06 Individual Assessments. All monetary fines assessed against an Owner pursuant to the Master Association Documents, or any expense of the Master Association which is the obligation of an Owner or which is incurred by the Master Association on behalf of the Owner pursuant to the Governing Documents, or by reason of the act or neglect of an Owner, his family or agents, shall be an Individual Assessment and shall become a lien against such Parcel which may be foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such Individual Assessments shall be sent to the Owner subject to such Assessment.

9.07 Declarant's Obligation for Assessments. Declarant shall be excused from payment of its share of the Regular Assessments on Parcels owned by Declarant, during any period of time prior to Turnover, that Declarant elects to pay the difference, if any, between the amount of Regular Assessments payable by Owners other than Declarant and the actual Master Association Expenses. If Declarant determines not to pay the difference between the amount of Regular Assessments payable by Owners other than Declarant and the actual Master Association Expenses, then Declarant shall pay Regular Assessments as any other Owner. Declarant's obligations hereunder may be satisfied in the form of a cash subsidy, or by "in kind" contributions of goods and/or services, or a combination of these. Master Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials, or a combination of services and materials, at fair market value, with Declarant or other entities for the payment of some portion of Master Association Expenses and/or Neighborhood Expenses. The payment of any such subsidy or "in kind" contribution by Declarant shall under no circumstances obligate Declarant to continue payment of such subsidy in future years, or obligate Declarant to pay any particular sum of such subsidy. In no event shall Declarant have any responsibility or obligation to fund any portion of reserve contributions, and Declarant's Parcels shall never be assessed for the same.

9.08 Establishment of Lien. Any and all Assessments, together with interest at a rate not to exceed the lesser of (a) the highest rate allowed by applicable usury law, or (b) eighteen percent (18%) per annum, as computed from the date the delinquency first occurs, and such late charges and fines as may be established by the Board of Directors and costs and reasonable attorneys' fees incurred by the Master Association in enforcing its rights hereunder, shall be a charge on the Parcel, and shall be a continuing lien upon the Parcel, against which such Assessment is made. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Parcel at the time the Assessment arose, and his heirs, successors and assigns.

Each claim of lien recorded against a Parcel shall secure both all unpaid sums due the Master Association as of the time of its recordation, and also such other Assessments and other sums as may thereafter be due the Master Association. Upon recording of a claim of lien on any Parcel, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which by law would be superior thereto, and (2) the lien or charge of any mortgage of record (meaning any recorded Mortgage with

OR BK 03321 PG 2892

first priority over other mortgages) made in good faith, for value, and prior to the date of recordation of the claim of lien, with an Institutional Mortgagee. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure in the same manner as a mortgage. The Master Association, acting on behalf of its Members, shall have the power to bid for the Parcel, as applicable, at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Parcel is owned by the Master Association following foreclosure; (a) no right to vote shall be exercised on its behalf; (b) no Assessments shall be levied on it; and (c) each other Parcel shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessments that would have been charged such Parcel had it not been acquired by the Master Association as a result of foreclosure. Suit to recover a money judgment for unpaid Assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

Subject to Declarant's rights hereunder, all Assessments shall be payable in the amount specified and no offsets shall be permitted for any reason, including without limitation, a claim that the Master Association and/or any Neighborhood Association is not properly exercising its responsibilities and authorities as provided in this Declaration.

9.09 Reserve Budget. The Board of Directors may, but is not obligated, to annually prepare a reserve budget to take into account the number and nature of replaceable assets, owned, controlled or maintained by the Master Association, the expected life of each such asset, and the expected repair or replacement cost thereof. In no event shall Declarant have any obligation to pay any monies for reserves, and Declarant's Parcels shall never be assessed for the same.

9.10 Date of Commencement of Assessments. The obligation to pay the Assessments provided for herein shall commence as to each Parcel on the day the initial Owner acquires title to the Parcel from the Declarant, and continuing thereafter.

9.11 Statement of Status of Assessments. Upon ten (10) days' written notice to the Treasurer of the Master Association and payment of any processing fee set by the Master Association from time to time, any Owner or Institutional Mortgagee of a Parcel may request confirmation from the Master Association setting forth:

(a) The amount of any unpaid Assessments (whether Regular, Special, or Individual), interest, late charges, costs, expenses, and attorneys' fees then existing against a particular Parcel;

(b) The amount of the current periodic installments of the Regular Assessment and the date through which they are paid; and

(c) Any other information deemed proper by the Master Association.

The information contained in such statement, when signed by an officer of the Master Association, shall be conclusive upon the Master Association as to the person or persons to whom such statement is issued and who rely on it in good faith.

OR BK 03321 PG 2893

Prior to the issuance of such a statement, the Master Association may request the name of any proposed transferee of the Parcel and the scheduled closing date, so as to permit the records of the Master Association to accurately identify Members.

9.12 Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Assessments:

(a) Common Areas;

(b) Neighborhood Common Area;

(c) The Club Property; and

(d) All property (if any) dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets and public parks, if any.

9.13 Assessments Collected by the Master Association. Each Neighborhood Association shall collect assessments and other monies owed to the Master Association by the Neighborhood's Owners. Each Neighborhood Association shall remit this amount to the Master Association within ten (10) days of the due date for the same, along with an accounting of the Owners who have made payments and the amounts thereof. In the event any amount owed the Master Association is not timely paid, the Master Association shall have the right to enforce its rights against the Owner(s) whose payment is not received, or against the Neighborhood Association, including but not limited to, the right to file a claim of lien and foreclose the same, as set forth above. No Neighborhood Association shall have the right of set-off or diminution or abatement with respect to assessments collected on behalf of the Master Association.

9.14 Working Capital Contribution. The Master Association may establish a working capital fund for the initial months of operation of the Master Association, which shall be paid to the Master Association by each purchaser at the time of the conveyance of a Lot or Unit by Declarant or a builder to such purchaser, in an amount equal to $250 per Lot or Unit. Each Owner's share of the working capital fund shall be collected and transferred to the Master Association at the time of the initial closing of each Lot or Unit. The purpose of this fund is to assure that the Master Association will have cash available to meet any legitimate Master Association expense, including the funding of the day-to-day operational expenses of the Master Association or the acquisition of additional equipment and/or services. Amounts paid into the working capital funds are not to be considered advance payment of Regular Assessments or as a reserve fund, and are not refundable or transferable. Declarant shall be entitled to reimbursement by the Master Association from such working capital contributions for utility deposits, insurance premiums and other sums advanced by Declarant on behalf of the Master Association.

9.15 Management Company. The Master Association shall have the right to retain a management company or companies or contractors to assist in the operation of the Property. The Master Association may contract with a subsidiary, affiliate, or other related entity of Declarant for

OR BK 03321 PG 2894

management or other services provided that the fees or other compensation payable to any related entity shall be comparable to those charged by an unrelated third party. At the discretion of the Board of Directors, the costs for management fees may be assessed as part of either the Master Association Expenses or a Neighborhood Expense, or both.

9.16 Non-Waiver. No Owner may waive or otherwise exempt itself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of the Common Area, Neighborhood Common Area, or Club Property; or by abandonment of the Parcel. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Master Association or Board to take some action or perform some function required or to be taken or performed by the Master Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Master Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

9.17 Indemnification. Subsequent to Turnover, the Master Association covenants and agrees that it shall indemnify, defend and hold harmless Declarant, and any related corporations, including, but not limited to, parent corporations and their employees, from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about Common Area, Neighborhood Common Area or any other property controlled by the Master Association, or resulting or arising out of the operation of the Master Association and improvements thereof and thereon, or resulting from or arising out of activities or operation of the Master Association, except for matters involving the gross negligence or willful misconduct of Declarant, its employees, agents or contractors. Such indemnification shall include, but not be limited to: (i) all costs, expenses, counsel fees (including, but not limited to, all investigative, trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Declarant arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon, and (ii) costs, expenses, and attorney's fees which the Declarant may compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions contained in this Declaration to be kept and performed by the Master Association and/or the Owners, including the payment of Master Association Expenses or Neighborhood Expenses. The costs and expense of fulfilling this covenant of indemnification shall be a Master Association Expense or Neighborhood Expense, as the case may be, as determined by the Board, to the extent such matters are not covered by the Master Association's insurance, provided that the amount of any Assessment arising therefrom shall be in addition to, and not part of, the Regular Assessment prior to Turnover.

OR BK 03321 PG 2895

ARTICLE X
USE RESTRICTIONS

All Parcels shall be used only for residential purposes as permitted by applicable law, and in accordance with the Governing Documents. The Master Association may add to, delete or modify these use restrictions pursuant to an amendment to this Declaration, or any rules and regulations. The following use restrictions shall be applicable to all Parcels, unless any supplemental Declaration otherwise provides:

10.01 Partition. No part of a Parcel, Common Area, or Neighborhood Common Area may be partitioned or separated from any other part thereof except as provided herein. Whether partitioned, combined, or unchanged, each Parcel shall be conveyed, transferred, gifted, devised, bequeathed, encumbered, or otherwise disposed of, as the case may be, with all appurtenant rights, obligations and interests created by law or by this Declaration, including the Owner's membership in the Master Association, and the liability for all Assessments. No Parcel may be subdivided into two (2) or more Parcels and no Parcel may be combined with one (1) or more additional Parcel to form one (1) or more Parcels without the written consent of the Board of Directors and after full compliance with all zoning and subdivision regulations.

10.02 Compliance With Insurance Requirements. It shall be the responsibility of the individual Owners, and at their expense, to make arrangements in regard to hazard insurance on their own improvements, personal property and furnishings, and for public liability insurance covering their Parcel. In addition, each Owner may obtain such other and additional insurance coverage on and in relation to his Parcel as such Owner concludes to be desirable.

10.03 Abandoned, Inoperable, Commercial, Oversized and Other Vehicles. Abandoned or inoperable automobiles or oversized vehicles of any kind shall not be stored or parked on any portion of the Property. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided, however, this shall not include vehicles parked in an enclosed garage or operable vehicles left on the Parcel by Owners while on vacation. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle; and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Master Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner. "Oversized" vehicles, for purposes of this Section, shall be vehicles which are too high to clear the entrance to a residential garage.

No commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, house trailers, golf carts, vans (other than minivans) or pick-up trucks (other than sports utility vehicles) shall be permitted to be parked or to be stored on any portion of the Property, except within enclosed garages or areas, if any, designated by the Master Association for that purpose. For the purpose of this Section, "commercial vehicles" shall mean those which are not designed and used for customary personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall

OR BK 03321 PG 2896

not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services. No parking on lawns shall be permitted.

No vehicle shall be parked anywhere but on paved areas intended for that purpose, garages, or as approved by Master Association for construction purposes. Owners shall park their vehicles overnight in their garages. No more than two automobiles or minivans may be parked in a driveway overnight without the written consent of the Master Association.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations may be towed by the Master Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Master Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind.

All garage doors shall be kept closed at all times except when needed to be left open for ingress and egress to the garage.

10.04 Trash. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from the public view and from the wind and protected from animal and other disturbances.

10.05 Construction Regulations. All Owners and their contractors shall comply with the construction regulations of the Master Association Construction Standards, if any, and with any construction regulations adopted, from time to time, by Declarant, the ARB or the Board. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; permissible times of access and construction; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors, Owners and their representatives within the Property at any time; the conservation of landscape materials; and fire protection.

10.06 Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations.

10.07 Annoying Lights, Sounds, or Odors. No light, sound or odor shall be emitted from any Parcel which is obnoxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices or lights, other than devices used exclusively for security, fire prevention or fire control purposes, shall be permitted.

OR BK 03321 PG 2897

10.08 Pools. No above-ground pools shall be erected, constructed or installed on any Parcel.

10.09 Fences.

(a) No dog runs, animal pen or fences of any kind will be permitted on any Parcel, except as approved by the Architectural Review Board.

(b) Where walls and fences are approved, the same shall not unreasonably block lake, golf course, or natural preserve views of adjacent Parcels. The decision regarding what is an unreasonable obstruction of such a view shall be made by the Architectural Review Board, in its sole discretion. If a wall or fence is approved, it shall be located in a manner to limit the area enclosed to that necessary to afford privacy or for landscaping accents or for Neighborhood signage. No wall or fence shall be constructed with a height of more than six (6) feet above the existing ground level of adjoining property unless specifically approved. No wall or fence shall be constructed on a property line or within any utility easement unless specifically approved by the Architectural Review Board. Any Parcel on which a wall or fence has been constructed shall have and maintain a landscape buffer between the wall or fence and the adjacent property line.

(c) A wall, fence or enclosure shall only be constructed of materials and with a design and color as approved by the Architectural Review Board. No chain link or other metal or sheet fencing shall be allowed unless specifically approved for good cause and with adequate landscape screening.

10.10 Playground and Basketball Equipment. No jungle gyms, swing sets, or other playground equipment including, but not limited to, basketball hoops and backboards shall be permitted on any Parcel, without the express written consent of the Architectural Review Board.

10.11 Lake/Canal/Drainage Area Use.

(a) No boats may be used upon the water bodies adjacent to or within the Property except by authorized personnel for proper maintenance and related purposes. Use of any water bodies may be subject to rules and regulations promulgated by the Board. Swimming or wading is not allowed. Feeding alligators is prohibited.

(b) The Board may adopt regulations prohibiting or restricting activities in reasonably close proximity to any bodies of water which may, in the Board's judgment, pose a threat of pollution. Among other activities, the Board may so regulate landscape fertilizing, pest control, the washing of vehicles, and other activities which may result in the contamination of and the flow of sediments into the bodies of water.

(c) Lake, canal or drainage area water is not to be used for landscape irrigation, household uses, or other uses or purposes except as authorized by Declarant, but subject to regulation by applicable governmental authorities.

OR BK 03321 PG 2898

(d) No structure of any kind shall be constructed or erected, nor shall any Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of any water body reserved for, or intended by Declarant to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any plat, this Declaration, any Supplement or other instrument of record, without the specific written permission of Declarant.

(e) No Owner shall in any way deny or prevent ingress and egress to such water bodies for maintenance or landscape purposes by Declarant, the Master Association or any appropriate governmental agency that may reasonably require any right of ingress and egress, and easements therefore are hereby specifically reserved and created, as described in this Declaration.

(f) No Parcel shall be increased in size by filling in any water or retention or drainage areas on which it abuts without Declarant's express written approval. No Owner shall fill, dike, rip-rap, block, divert or change the established water or retention or drainage areas that have been or may be created by easement or by plat without the prior written consent of Declarant, which consent may be withheld in Declarant's sole discretion.

10.12 Nuisance. No obnoxious or offensive activity or nuisance shall be carried on or be permitted to exist within Grande Oak nor shall anything be done or permitted which is or may become offensive or detrimental or cause a disturbance or annoyance to any other Parcel or its occupants.

10.13 Leasing. The Owner of a Parcel shall have the right to lease such Parcel subject to the terms hereof, and subject to the following conditions and the terms of any Neighborhood Association's rules and regulations:

(a) All leases shall be in writing;

(b) No lease shall be for less than thirty (30) days in duration;

(c) The lease shall be specifically subject to the Governing Documents and any failure of the tenant to comply with the Governing Documents shall be a default under the lease; and

(d) The Owner shall be liable for all losses and any violation of the Governing Documents committed by such Owner's tenant, without prejudice to such Owner's right to collect any sums paid from the tenant.

10.14 Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner or his tenants, guests, invitees, licensees or

OR BK 03321 PG 2899

permittees shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about his or her Parcel any Hazardous Materials except in compliance with the Environmental Laws.

10.15 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected on any Parcel unless the same complies with the standards and guidelines established pursuant to the Master Declaration and has been approved by the Master Association, except as may be required by legal proceedings. The Master Association reserves the right to restrict the size, color, lettering, height, material and location of signs. The Master Association shall have the right to remove signs which fail to comply with Construction Standards set by the Master Association and upon prior approval of the Master Association may set more stringent sign requirements for the Parcels. Nothing herein shall prohibit Declarant from installing any signs for purposes of developing, selling or leasing all or any portion of the Property.

10.16 Wells, Laundry Lines. Private wells are strictly prohibited. No laundry lines or poles shall be permitted except for those which are retractable, and which shall remain retracted except when in use. Permitted exterior laundry lines and poles, shall be located only as permitted by the Architectural Review Board, and screened by landscaping or other features so as to not be readily seen by others.

10.17 Antennas and Electronic Devices. Except as may be specifically permitted by law in effect as of the date of recording of this Declaration (and in such event, only to the extent permitted by such law), and so long as the same does not imperil the safety of Owners (as determined by the Board), no outside antennas, antenna poles, antenna masts, electronic devices, satellite dishes or antenna towers shall be permitted. If such device is permitted by such law(s), adequate screening of same from off-site view shall be required, and the plans, location, and method of screening shall be submitted for approval prior to installation. Placement of the aforesaid items within any screened enclosure on the Parcel shall be permitted so long as there is appropriate landscaping and/or other screening. The decision of what constitutes adequate landscaping and/or screening shall be made by the Architectural Review Board, whose decision shall be final.

10.18 Pets and Animals. Commonly accepted household pets such as dogs, cats or birds may be kept on any Parcel. All dogs shall be leashed while outdoors. Pets shall not be permitted to roam freely. Any Owner whose pet defecates on any Common Areas or any Parcel shall immediately clean up the pet's solid waste. Pets may not be left unattended or leashed on porches, lanais, patios, on Common Areas or Neighborhood Common Areas, outside, or in garages. In the event that any pet shall, in the opinion of the Board of Directors, constitute a nuisance, the Owner shall remove said pet from the premises within two (2) days of the Board of Directors' notifying the Owner. Failure of an Owner to do so shall entitle the Master Association to obtain an order from a court of competent jurisdiction enforcing the decision of the Board of Directors. All costs incurred by the Master Association incident to all such actions, including reasonable attorneys fees, shall be recoverable against the offending Owner as an Individual Assessment or otherwise. Failure to abide by the restrictions may result in a fine being levied by the Master Association. No

OR BK 03321 PG 2900

horses, cows, hogs, pigs, swine, goats, chickens, pigeons or any other such animal, fowl or reptile shall be kept on any of the Property.

10.19 Factory-Built or Existing Structures. No structure of any kind commonly known as "factory-built", "modular", or "mobile home" type construction shall be erected without the prior written permission of Declarant.

10.20 Landscaping; Sprinkler Systems. All areas not covered by structures, walkways or paved parking facilities shall be maintained as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. No stone, gravel, or paving of any type shall be used as a substitute for grass in a lawn. Certain areas as determined by the Declarant may remain in a natural or unimproved state. All lawns and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition by the Neighborhood Association, if any, in which the Parcel is located regardless of how title to the landscaped area is held. In the event that a Neighborhood Association does not properly maintain any landscaped area, the Master Association may undertake such maintenance and charge the cost thereof to the responsible Neighborhood Association and/or Owner. Sprinkler systems located on Neighborhood Common Areas shall be the responsibility of the Neighborhood Association.

10.21 Sidewalks. Declarant may construct sidewalks in Grande Oak. Driveway cuts may be made in sidewalks or curbs, provided that the cuts and the construction of the driveways must be done in accordance with plans and specifications approved by Declarant. The Owner of a Parcel shall be liable to the Master Association for all damage done to sidewalks and/or Common Areas and roads by construction of a residence on the Owner's Parcel. The Owner of such Parcel shall repair to the satisfaction of the Master Association any such damage, and if the Owner fails to make such repairs, then the Master Association may make such repairs at the expense of the Owner. Such expense until paid shall constitute a Individual Assessment against the Owner and the Owner's Parcel.

10.22 Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment and housing and sprinkler pumps and other such outdoor equipment must be underground or placed in areas so that they shall not be readily visible from adjacent streets, or adequate landscaping used as screening shall be installed around these facilities and maintained by the Owner or Neighborhood Association.

10.23 Air Conditioners. Wall and window air conditioning or heating units shall not be permitted.

10.24 Solar Collectors; Roof Vents. Solar collectors, roof vents and other installations on the roofs of structures, shall be permitted only at locations approved in writing by Declarant.

10.25 Walls, Fences, Hedges, etc. No wall, fence, hedge, or other divider shall be constructed with a height of more than six feet above the ground level of any adjoining Parcel or

OR BK 03221 PG 2901

Common Area, and no hedge or shrubbery abutting the Parcel or Common Area lines shall be permitted without the prior written approval of the Architectural Review Board. No wall, fence, or hedge shall be constructed on any Parcel or Common Area unless its height, length, type, design, composition, material and location shall have first been approved in writing by the Architectural Review Board. The height of any wall or fence shall be measured from the property elevations of adjoining developed property. Any dispute as to height, length, type, design, composition or material shall be resolved by the Architectural Review Board, whose decision shall be final. Approval shall not be given for the construction of any wall, fence or hedge which unreasonably obstructs the water view or golf course view of any residence.

10.26 Maintenance of Premises. No weeds, underbrush, high grass (except for ornamental grass of a variety approved by the Architectural Review Board) or other unsightly vegetation shall be permitted to grow or remain upon any Parcel and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Parcel. If for any reason an Owner or Neighborhood Association permits such weeds, high grass, underbrush or other unsightly growths and fails to correct same after five (5) days notice by the Master Association, then the Master Association shall have the right to enter upon the premises and make such corrections and shall charge the Owner and/or Neighborhood Association for the cost of the corrections. Said charge, until paid, shall be a lien against the offending Parcel and/or Neighborhood Association. All lawns, landscaping and sprinkler systems and all structures, improvements and appurtenances shall at all times be kept in good, safe, clean, neat and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition.

10.27 Outside Lighting. Except as may be initially installed or approved by Declarant, no spotlights, floodlights, or similar type high intensity lighting shall be placed or utilized upon any Parcel which in any way will allow light to be reflected on any other Parcel or the improvements thereon without the written authorization of the Declarant. Other types of low intensity lighting which do not unreasonably disturb the Owners or other occupants of the Property may be allowed.

10.28 Correction of Health and Safety Hazards. Any conditions which are deemed by the Master Association to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Master Association (although under no duty to do so), and the cost thereof shall be charged to the responsible Owner or Neighborhood Association.

10.29 Declarant's Exculpation. Declarant may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without any liability of any nature or kind to Owner or a Neighborhood Association or any other person for any reason whatsoever, and any permission or approval granted shall be binding upon all persons.

10.30 Business Use. No trade or business may be conducted in or from any Parcel, except that an Owner or occupant residing in a residence may conduct business activities within the residence so long as: (iii) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (iv) the business activity conforms to all zoning requirements for the Property and all applicable county ordinances; (v) the business activity does not involve persons coming onto the Property who do not reside in the Property or

OR BK 03321 PG 2962

door-to-door solicitation of other residents of the Property; and (vi) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Parcel shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by Declarant or a builder or developer approved by Declarant with respect to its development and sale of the Property or its use of any Parcels which Declarant or a builder or developer owns within the Property, or to property designated by Declarant as a sales or other office. As to the latter area, Declarant or any purchaser of such property shall have the right, subject to applicable governmental ordinances, to use same for office/professional business uses.

10.31 On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Property except that on-site underground storage of heating fuel, stored in a tank which is designated for the type of pool constructed on a Parcel and which meets applicable governmental requirements for swimming pool heaters shall be permitted. Up to five (5) gallons of fuel may be stored on each Parcel for emergency purposes and operating of lawn mowers, barbecue gas grills and similar tools or equipment; provided, however, all such tanks must meet applicable governmental requirements and must be approved as to location and screening from off-site view by the Architectural Review Board. The foregoing provisions shall not apply to any portion of the Property owned by Declarant or the Master Association.

10.32 Golf Carts. Golf carts may be operated on Streets, subject to regulation and restriction by the Master Association. Golf carts used in conjunction with golf course play and operations may only be operated on the golf course and designated golf cart paths. Declarant and/or Master Association may assess a trail fee or use fee as a condition precedent to any person utilizing a golf cart on the golf course contemplated herein, or elsewhere within the Property.

10.33 Outdoor Recreational Courts. With the exception of those courts operated by the Club Owner or the Master Association, or located upon Club Property, no outdoor recreational courts, including but not limited to tennis, basketball, volleyball and badminton, shall be erected without specific approval of the Architectural Review Board, which may be conditioned upon adequate screening and buffering of such courts in order to minimize nuisances to adjacent Parcels, as well as a limitation of play to specific time periods during daylight hours. Nighttime illumination of any approved recreational court is prohibited, with the exception of those operated by the Declarant, Master Association, or the Club Owner.

OR BK 03321 PG 2903

10.34 Golf Nuisance. No person shall, during a golf and/or tennis tournament on any Club Property, engage in any activity whatsoever which shall interfere with the players' performance during the tournament. Further, no obnoxious, unpleasant, unsightly or offensive activity shall be carried on which shall interfere with the play of such tournament. Declarant shall have, in its sole discretion, the absolute right to temporarily suspend as a distraction any and all construction activity on the Property during tournaments. Declarant shall have no liability for any additional construction costs incurred by Owners or their contractors during such temporary suspension of construction.

10.35 Insurance Rates. Nothing shall be done or kept in any Parcel, the Common Area or Neighborhood Common Area which will increase the rate of insurance on any property insured by the Master Association without the approval of the Board, nor shall anything be done or kept in any Parcel or on the Common Area or Neighborhood Common Area which would result in the cancellation of insurance on any property insured by the Master Association or which would be in violation of any law.

10.36 No Implied Waiver. The failure of Declarant or the Master Association to object to an Owner's or other person's, including without limitation, a Neighborhood Association's, failure to comply with the covenants or restrictions contained herein, in the By-Laws, or in any rules now or hereafter promulgated shall in no event be deemed a waiver of the provisions of such documents.

10.37 Rules. The Master Association, through the Board, shall have the right to promulgate and impose rules and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of all or a portion of the Property, and any improvements located on the Property (including, but not limited to, establishing reasonable fees for the use of facilities and establishing hours and manner of operation for Common Area).

10.38 Conservation Areas. No plant or animal life shall be removed from the Conservation Areas. The Conservation Areas are hereby dedicated as Common Areas, they shall be the perpetual responsibility of the Master Association and may, in no way, be altered from their natural state. Activities prohibited within the Conservation Areas include, but are not limited to, construction or placing of buildings above ground; dumping or placing of soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation -- with the exception of exotic\nuisance vegetation removal; any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat, conservation or preservation.

10.39 Window Coverings. Window tinting as a method of energy conservation is permitted provided that the type and method of tinting is first approved by the Architectural Review Board. Reflective or foil window coverings are prohibited. No awnings, canopies or shutters shall be permanently installed on the exterior of any building unless first approved by the Architectural Review Board.

10.40 Flags, Lawn Ornaments and Decorations. No flags, lawn ornaments, sculptures or other outside decorations shall be displayed on any Lot, with the exception of the flag of the United States of America and temporary holiday decorations; provided that such holiday decorations

OR BK 03321 PG 2904

shall not, in the determination of the Master Association, be excessive or create a nuisance.

ARTICLE XI
ARCHITECTURAL REVIEW BOARD

11.01 Membership. There is hereby established an Architectural Review Board which shall be responsible for the administration of the Master Association Construction Standards. The ARB shall be composed of such number of persons as the Board directs, who need not be Members, and may constitute no less than two (2) persons. All of the members of the ARB shall be appointed, removed, and replaced by the Board of Directors.

11.02 Purpose. The ARB shall review, study and either approved or reject proposed alterations to improvements to the Parcels, all in compliance with this Declaration and as further set forth in any rules and regulations and the Master Association Construction Standards as shall be adopted and established and may be amended from time to time by the Board of Directors. Notwithstanding any provision herein, the ARB shall have no power or authority to review improvements initially constructed on Parcels, or improvements made to existing Parcels, by the Declarant. The ARB shall exercise its best judgment to see that all improvements conform and harmonize with any existing buildings as to external design, quality and type of constructions, materials, color, plot plan, height, grade and finished ground elevation, and all aesthetic considerations and landscaping approvals herein set forth. The actions of the ARB in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

11.03 Organization and Operation of ARB.

(a) The term of office of each member of the ARB, subject to Paragraph 11.01, shall be one (1) year, commencing January 1 of each year, and continuing until his successor shall have been appointed. Should a ARB member die, retire, become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed by the Board of Directors.

(b) The chairman shall be appointed by the Board of Directors.

(c) The chairman shall take charge of and conduct all meetings and shall provide for reasonable notice to each member of the ARB prior to any meeting.

(d) The affirmative vote of a majority of the members of the ARB present at a meeting at which a quorum is present shall govern its actions and may be the act of the ARB. A quorum shall consist of a majority of the members.

(e) The ARB may avail itself of technical and professional advice and consultants as it deems appropriate.

OR BK 03321 PG 2965

11.04 Expenses. Except as hereinafter provided, all expenses of the ARB shall be paid by the Master Association. The ARB shall have the right to charge a reasonable filing fee for each application submitted to it for review, in an amount established by the ARB from time to time, which amount is designed to cover the costs of the ARB. The filing fees shall be collected by the ARB and remitted to the Master Association to help defray the expenses of the ARB's operation.

11.05 Construction Standards. The Architectural Review Board shall prepare and, on behalf of the Board of Directors, promulgate design and development guidelines, performance standards, and application and review procedures. Copies shall be available from the Architectural Review Board for review. The guidelines and procedures shall be as promulgated by the Master Association, and the Architectural Review Board shall have sole and full authority to prepare and to amend them. The Architectural Review Board shall make the guidelines and procedures available to Owners and builders who seek to engage in development of or construction upon all or any portion of the Property. If the Architectural Review Board fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, within forty-five (45) days after submission thereof, the plans shall be deemed approved. If the Architectural Review Board disapproves any plans submitted to it, the Owner, builder or developer whose plans have been disapproved shall have the right to appeal the decision by written notice to the Board within fifteen (15) days after the Architectural Review Board issues its disapproval. The Architectural Review Board shall establish, subject to the Board's approval, a procedure for such appeals. The Board's decision on any appeal shall be final.

The Architectural Review Board shall also promulgate detailed standards and procedures governing modifications, additions or alterations made on or to existing structures located on the Property. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the Architectural Review Board for approval as to quality workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finished grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his residence, or to paint the interior of his residence any color desired; provided, modifications or alterations to the interior of screen porches, patios and similar portions of a residence visible from outside the residence shall be subject to approval hereunder.

11.06 Right to Inspect. Any member of the Architectural Review Board or their representative shall have the right, during reasonable hours and after reasonable notice, to enter upon any of the Property under construction to inspect for the purposes of ascertaining whether construction is proceeding or was accomplished in accordance with the Declaration and the approved plans of the improvements. Such person or persons shall not be deemed guilty of trespass by reason of such entry. Members of the ARB and their representatives shall comply with applicable safety rules for each job site and shall not be authorized to interfere with ongoing construction activities or to enter upon any job site unless accompanied by a construction superintendent or foreman.

11.07 Variances. The ARB may authorize variances from compliance with any of the Construction Standards and their procedures when circumstances such as topography, natural

OR BK 03321 PG 2906

obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the denial of any permit, or disapproval of the terms of any financing shall not necessarily be considered a hardship warranting a variance.

11.08 Limitation of Liability. The ARB shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the ARB, nor any individual member thereof, shall be liable to any person for any official act of the ARB in connection with submitted plans and specifications, except to the extent the ARB or any individual member thereof acted with malice or wrongful intent. Approval by the ARB does not necessarily assure approval by the appropriate governmental board or commission. Notwithstanding that the ARB has approved plans and specifications, neither the ARB nor any of its members shall be responsible or liable in any way to any Owner, nor contractor with respect to any loss, liability, claim, or expense which may arise by reason of such approval or failure to approve. Neither the Board, the Architectural Review Board or any agent thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Master Association Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events the ARB shall be defended and indemnified by the Master Association in any such suit or proceeding.

11.09 Approval Required. No construction, which term shall include within its definition, but not be limited to, staking, clearing, excavation, grading, and other site work; no exterior alteration or modification of existing improvements; and no plantings or removal of plants, trees, or shrubs shall take place anywhere on the Property until the approval of the Architectural Review Board for the same has been obtained. The Board of Directors may establish reasonable fees to be charged by the Architectural Review Board on behalf on the Master Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application. All residential structures constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications of a licensed architect and/or certified residential designer. Notwithstanding the foregoing, the ARB shall not have any jurisdiction to review and approve any plans or construction that Declarant has previously been approved.

11.10 Removal of Non-Conforming Improvements. The Master Association, upon request of the ARB and after reasonable notice to the offender and to the Owner, may remove any improvements constructed, reconstructed, refinished, altered, or maintained in violation of these covenants, and the Owner thereof shall forthwith reimburse the Master Association for all expenses incurred in connection therewith.

11.11 Compliance. Any contractor, subcontractor, agent, employee or other invitee of any Owner who fails to comply with the terms and provisions of the Master Association Construction Standards and their procedures promulgated by the Architectural Review Board may be excluded by the Board from the Parcel without liability to any person, subject to the notice and hearing procedures contained in the By-Laws.

OR BK 03321 PG 2987

11.12 Exception. This Article shall not apply to any of the activities of Declarant, or to improvements or modifications to the Common Area or Neighborhood Common Area by or on behalf of the Master Association.

OR BK 03321 PG 2908

ARTICLE XII
WATER MANAGEMENT SYSTEM AREA RESTRICTIONS AND EASEMENTS

12.01 Improvements. No improvements, planting or other material (other than landscape material) of any kind shall be constructed, erected or installed, unless constructed, erected or installed by Declarant, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of a Water Management System reserved for, or intended by Declarant to be reserved for, drainage ways, sluice-ways or for the accumulation of run-off waters, as reflected in any plat or instrument of record, without the specific written permission of the Declarant, while a Class B Member, and thereafter by the Master Association.

12.02 Ingress and Egress. An Owner shall in no way deny or prevent ingress and egress by Declarant or Master Association to any portion of the Water Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefor, are hereby granted in favor of the Declarant, the Master Association, and all appropriate governmental or quasi-governmental agencies that may reasonably require such ingress and egress, and easements therefor, are hereby specifically reserved and created; provided, however, that any person entering upon any Lot pursuant to this authorization shall be responsible for any damage to any improvements thereon.

12.03 Modification. No Parcel shall be increased in size by the filling in of any water retention or Water Management System on which it abuts. Owners shall not fill, dike, rip-rap, block, divert or change the established water retention and Water Management Systems that have been or may be created by easement. No Owner may draw water for irrigation or other purposes from any lake, pond, canal or other Water Management System, nor is any swimming in such areas allowed.

12.04 Prohibitions. Conservation Areas and conservation buffer zones may not be altered from their natural state other than to remove exotic vegetation, or to install and maintain Common Areas facilities, or to provide the utilities and drainage as shown on any plat and approved construction plans. Each Owner of a Parcel containing a conservation buffer zone shall retain use of the conservation buffer zone, but the Owner may in no way alter such area from its natural state as noted above. Activities prohibited within the Conservation Areas and conservation buffer zones include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soils or other substances such as trash; removal or destruction of trees, shrubs or other vegetation, with the exception of exotic vegetation removal; dredging or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation. Each Owner or other beneficiary of any Conservation Areas, conservation buffer zones, or Common Areas, shall have the right to institute litigation to ensure that said properties and easements therefor are properly and continually maintained.

OR BK 03321 PG 2909

12.05 Responsibility. All Water Management Systems within the Property will be the ultimate responsibility of the Master Association. The Master Association may enter any Parcels or Common Areas and make whatever improvements or repairs are deemed necessary to restore proper water management in accordance with the requirements of the South Florida Water Management District. The cost shall be an expense of the Master Association. In addition thereto, any Owner or other beneficiary of the Water Management System shall have the right to institute litigation against the Master Association to ensure that the Water Management System, and easements therefor, are properly and continuously maintained.

Notwithstanding the foregoing, the Master Association shall have the power and authority to convey title to, and maintenance responsibilities for, all or such portion of the Water Management Systems as Master Association elects; provided, however, said conveyance may only be made to a governmental agency, which may assume responsibility for the proper maintenance and care of the Water Management System.

12.06 Construction. Nothing in this Section shall be construed to allow construction of any new water management facility or alteration of Water Management Systems without first obtaining the necessary permits from all governmental regulatory agencies having jurisdiction.

12.07 Golf Club. Portions of the Water Management System may be located adjacent to or within the boundaries of the Golf Club. Such areas of the Water Management System are hereby burdened with a permanent license for reasonable use in connection with the operation of the Golf Club, including, without limitation, recreational use and enjoyment of the Golf Club and, subject to any applicable permits, withdrawal of irrigation water from the Water Management System and social activities, drainage of the Golf Club into the Water Management System, location of pump houses and other irrigation equipment and subject to consumptive use permit limitations and requirements to withdraw surface water for irrigation of the Golf Club.

The Master Association shall, without payment by the Club Owner, cooperate with the Club Owner in obtaining and renewing permits for use of the Water Management System for irrigation water withdrawal and other uses proper and reasonable to the operation of the Club Property. The Club Owner shall have the sole right to remove golf balls from the Water Management System not removed by golfers during play.

12.08 Other Properties. Declarant does hereby reserve the right to grant non-exclusive drainage easements benefiting lands not included within the Property, and to allow said benefited lands to utilize the Water Management System, upon such terms and conditions (if any) that Declarant deems appropriate, without regard as to whether said benefited lands ever comprise a portion of Grande Oak.

OR BK 03321 PG 2910

ARTICLE XIII
GENERAL PROVISIONS

13.01 Term. The covenants and restrictions of this Declaration shall run with and bind the property subjected to this Declaration, and shall inure to the benefit of and shall be enforceable by Declarant, the Master Association, or the Owner of any portion of the Property subjected to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by the majority of the then current Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

13.02 Amendment. Until Turnover, Declarant may unilaterally amend this Declaration without the consent of the Master Association or any third party. Following Turnover, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes in the Master Association; provided, however, that no amendment shall be made to this Declaration without the consent and joinder of the Declarant so long as the Declarant owns any Parcel or other portion of the Property; provided, further, that 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. No amendment affecting the Water Management System shall be of any force and effect unless the South Florida Water Management District consents to the same. Any amendment to be effective must be recorded in the public records of Lee County, Florida.

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. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of the Declarant under this Declaration or any other of the Governing Documents, without specific written approval from the Declarant.

13.03 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

13.04 Independent Builders. The Property is being developed by the Declarant. Individual Parcels may be developed by the Declarant, or by independent builders and/or developers. If a Residence, Lot, or Condominium Unit is constructed by a person or entity other than the Declarant, the Declarant shall have no liability whatsoever for the builder's activities,

OR BK 03321 PG 2911

whether direct or indirect, including, without limitation, marketing or construction of the unit or actions of any principal, officer, director, partner, agent or subcontractor.

13.05 Litigation. No judicial or administrative proceeding shall be commenced by the Master Association unless approved by a vote of seventy-five percent (75%) of the votes eligible to be cast. This Section shall not apply, however, to: (a) actions brought by the Master Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Master Association in proceedings instituted against it. In the event any claim is made against Declarant or any litigation is instituted against Declarant, then the Master Association shall assess all Members, other than the Declarant, for the costs of claim or litigation, including without limitation attorneys' fees incurred, and funds from any Assessments shall not be used for any such claim or litigation. The prevailing party shall be entitled to recover as part of the award all such advanced costs and reasonable attorneys' fees and related costs, fees or expenses of such claim or litigation. In the event the Declarant is the prevailing party, the Master Association shall levy a Special Assessment against all Owners, other than the Declarant, for the Declarant's cost for any such claim or litigation. This provision shall not be amended unless such amendment is made by the Declarant or is approved by the percentage of votes and pursuant to the same procedures necessary to institute proceedings as provided above.

13.06 Declarant's Sales Activities. Nothing herein shall be construed to restrict, prohibit or in any way inhibit Declarant's efforts to promote, market and sell the Property, or any portion thereof. In particular and without limitation, Declarant shall be entitled to operate, or authorize other builders to operate, sales trailers and model homes within the Property. Declarant shall also be entitled to sponsor promotional events, and make or permit such other use of the Property as Declarant deems appropriate to promote the use or sale of the Property. This provision may not be modified nor deleted without the express written consent of Declarant, which consent may be withheld for any reason.

13.07 Additional Property. Declarant contemplates that additional land and improvements (referred to herein as the "Additional Property") may from time to time be made subject to the terms of this Declaration; provided that the Additional Property is contiguous to the Property; and provided, further, that the maximum number of residential units that may ultimately be subject to this Declaration shall not exceed 1,200 units. Declarant reserves the right to add Additional Property to this Declaration by executing one or more amendments to this Declaration without the necessity of any consent or joinder by any Owners or by the Master Association. If, as, and when Additional Property is made subject to this Declaration, the Property shall be enlarged and expanded so as to encompass and include the Additional Property, the improvements thereon and the easements and rights appurtenant thereto. Each Owner of a Lot or Unit within the Additional Property, if and when made subject to this Declaration, shall be entitled to equal rights with the Owners of Lots or Units previously made subject to this Declaration. The determination of whether or not to add any Additional Property shall be exercised by Declarant in its sole discretion without the necessity of consent by the Owners or by the Association. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO MAKE IT OBLIGATORY FOR DECLARANT TO ADD ANY ADDITIONAL PROPERTY.

OR BK 03321 PG 2912

ARTICLE XIV
SHARED AREAS AND FACILITIES

14.01 General. Prior to Turnover, Declarant may, but shall not be obligated, to install entrance features, walls and/or fences, lighting components, landscape plantings and irrigation systems within the Common Areas. Any and all such improvements shall be maintained by the Master Association, unless maintenance is otherwise delegated to any Neighborhood Association or governing agency.

14.02 Easements. Declarant hereby reserves to itself and in favor of the Master Association, an easement of five (5) feet in width, around the perimeter of each Lot within the Property for the erection, maintenance, repair, replacement and reconstruction of all entrance features, walls and/or fences, lighting components, landscape plantings and irrigation systems constructed by Declarant, and any other common facilities which the Master Association may later elect to install if such common facilities shall be approved by the members.

14.03 Expenses. The costs of operating, maintaining, repairing, replacing and reconstructing the Common Areas and all walls and/or fences, lighting components, landscape plantings, irrigation systems and other common facilities located within the Common Areas and all easements appurtenant thereto shall be a Master Association Expense.

14.04 Use of the Words "Grande Oak". No person shall use the words "Grande Oak," or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the words "Grande Oak" in printed or promotional matter when such term is used solely to specify that particular property is located within the Grande Oak development, and the Master Association shall be entitled to use the words "Grande Oak" in their business name.

14.05 Security. Neither Declarant nor the Master Association make any representations whatsoever as to the security of the premises or the effectiveness of any monitoring system, guardhouse, traffic control gate or security service. All Members agree to hold Declarant, the Club Owner and the Master Association harmless from any loss or claim arising from the occurrence of any crime or other act. Neither the Master Association, the Club Owner, the Declarant, nor any successor declarant shall in any way be considered insurers or guarantors of security within the Property. Neither the Master Association, the Club Owner, the Declarant, nor any successor declarant shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken, if any. All Owners and occupants of any Parcel, tenants, guests, licensees and invitees of any Owner, as applicable, acknowledge that the Master Association and its Board of Directors, the Club Owner, the Declarant, or any successor declarant and the Architectural Review Board do not represent or warrant that any fire protection system, burglar alarm system, gatehouse, or other security system, if any designated by or installed according to guidelines established by Declarant or the Architectural Review Board may not be compromised or circumvented; that any fire protection, burglar alarm systems, gatehouse or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise; nor

OR BK 03321 PG 2913

that fire protection or burglar alarm systems or gatehouse, or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner and occupant of any Parcel, and each tenant, guest, licensee and invitee of an Owner, as applicable, acknowledges and understands that the Master Association, its Board of Directors and committees, the Club Owner, the Declarant, or any successor declarant are not insurers and that each Member, Owner and occupant of any Parcel and each tenant, guest, licensee and invitee of any Member or Owner assumes all risks for loss or damage to person, to structures, and to the consents thereof, and further acknowledges that the Master Association, its Board of Directors and committees, the Club Owner, the Declarant, or any successor declarant have made no representations or warranties; nor has any Owner, Member, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability of fitness for any particular purposes, relative to any fire and/or burglar alarm systems or other security systems recommended or installed, if any, or any security measures undertaken within the Property, if any.

14.06 Cable and Telecommunications Systems.

(a) Declarant hereby reserves unto itself and its designees, successors, assignees and licensees the right, without obligations, to construct or install over, through, under, across and upon the Common Areas or within designated utility easements within the Property for the use of the Owners and their permitted or authorized guests, invitees, tenants, licensees and family members one or more cable and/or telecommunications receiving and distribution systems and electronic surveillance systems, emergency, medical or surveillance monitoring or alarm systems (all or any part of which shall be referred to herein as the "System"), the exact description, location and nature of which may have not yet been fixed nor determined. Declarant shall have and hereby reserves to itself and its designees, successors, assignees and licensees a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and location of which over, across, upon and through the Property shall be determined solely by Declarant, its successors, designees and assigns) together with a perpetual and exclusive right and privilege of: (i) unlimited ingress and egress thereto for installing, constructing, inspecting, repairing, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute services of the System including, without limitation, television and radio signals, electronic banking, surveillance, fire, police and emergency medical protection; and (ii) transmitting, the facilities and equipment of which shall be owned and exclusively controlled by Declarant, its successors and assigns or its designees.

(b) Declarant and/or the Master Association shall have the right to enter contracts for the exclusive provision of the System, as Declarant and the Master Association shall deem, in their sole respective discretion, to be in the best interests of the Property. Should the Declarant enter into a contract or contracts pursuant to this subsection (b), the Master Association shall, to the extent the Declarant assigns its rights and obligations under any such contract or contracts, accept such assignment, and Master Association hereby agrees to be bound by all of the terms and provisions of the contact or contracts.

OR BK 03321 PG 2914

(c) The term "Contractual Designee" or "Designees" shall mean the company or companies with which Declarant or the Master Association has contracted for the furnishing of such System services.

(d) Every Owner subscribing to the System services contract may be subject to a charge, payable per Parcel on such day of each month or quarter in advance, as the Board may select, for basic cable television programming services. The Master Association shall impose, along with Master Association Assessments, against each Parcel an Individual Assessment as it shall determine, in the amount of the basic fees due and payable for the System and shall collect same and forthwith remit the amount collected to the Contractual Designee providing the System services.

(e) Declarant may excuse portions of the Property from the provisions of this Section which, in the determination of Declarant, have uses for System services inconsistent with the overall design of such services in the Property as a whole.

14.07 Declarant's Rights.

(a) In recognition of the fact that Declarant will have a continuing and substantial interest in the development and administration of the Property, Declarant hereby reserves for itself, its successors, designees, and assigns, the non-exclusive right to use all Common Areas and all other portions of the Property retained by Declarant in conjunction with and as part of its program of sale, leasing, construction, marketing, and development including, but not limited to, the right to carry on construction and to enter and transact business; maintain models and sales and rental offices; employ sales and rental personnel; show Parcels; use on-site transportation systems; and use portions of the Property and Parcels and improvements owned by Declarant or the Master Association for purposes set forth above, for storage of construction materials, and for construction and assembling construction components without any cost to Declarant and its successors, nominees and assigns. In addition to its other rights to the Common Area, Declarant, its successors, designees, and assigns, shall have the non-exclusive right to use all or any portion of any buildings thereon as a sales, rental, or construction office. Any models, sales areas, sales or rental office(s), parking areas, construction office(s), signs and any other designated areas or property pertaining to the sale, construction, marketing, maintenance and repair efforts of Declarant shall not be part of the Common Areas or Neighborhood Common Area, and shall remain the property of Declarant or its nominees, as the case may be. Declarant shall have the non-exclusive right to construct, maintain and repair structures and landscaping and other improvements to be located within the Common Areas and other portions of the Property retained by Declarant as Declarant deems necessary or appropriate for the development of the Property. Declarant's use of any portion of the Property as provided in this subparagraph shall not be a violation of this Declaration.

(b) Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the right to retain and use, in connection with any Parcels it owns, any and all of the rights and privileges it has reserved in this Declaration; provided that Declarant, no later than Turnover, shall assign all such rights and privileges it then has to the Master Association and the Master Association must accept such assignment.

OR BK 03321 PG 2915

(c) Notwithstanding anything to the contrary contained in this Declaration, Declarant, in its sole discretion, may assign any of its rights, powers, duties, obligations, interests, privileges or remedies relating to a particular Neighborhood to the Neighborhood Association responsible for administering said Neighborhood.

(d) The Declarant shall not in any way or manner be held liable or responsible for any person's violation of this Declaration or the Governing Documents, other than those committed by itself. Any provision of the Governing Documents which requires the consent of Declarant shall be subject to Declarant's right to withhold its consent in its sole discretion.

The rights and privileges of Declarant, its successors, designees and assigns, as set forth in the paragraphs above, are in addition to and in no way limit any other rights or privileges of Declarant, its successor, designees and assigns, under this Declaration, the Articles or the By-Laws. The provisions of the paragraphs above, like other provisions of this Declaration, grant or reserve rights to and for Declarant and may not be suspended, superseded or modified in any manner unless same is consented to by Declarant. The rights and privileges set forth herein, like Declarant's other rights herein, may be assigned in writing by Declarant in whole or in part as Declarant deems appropriate.

OR BK 03321 PG 2916

ARTICLE XV
THE CLUB AT GRANDE OAK

15.01 Club Property. Declarant, or an affiliate thereof, will own and operate the Club Property, to be known as The Club at Grande Oak. The Club Property shall not be a part of the Common Areas or of the Property unless Declarant shall specifically so state by written document recorded in the Public Records of Lee County, Florida. The Club Property may be improved by a golf course, tennis courts, and other recreational facilities traditionally located on country club properties. Declarant, or its affiliate, may establish the Club Property as either a private, semi-private, or public facility, as Declarant, or its affiliate, may elect in its sole and absolute discretion; and, further, later convert any public facility to a private or semi-private facility, without the consent of the Master Association or any Owner.

15.02 Social Membership. Upon acquisition of a Lot or Parcel, each Owner shall apply for and maintain a social membership in, and pay social membership dues to, the Club Owner, pursuant to and subject to the terms of the Covenant for Club Membership and Club Charges (referred to herein as the "Club Membership Covenant"). The rights and privileges of the social membership shall be as found in the Club Membership Covenant, as the same shall be amended from time to time. At a minimum, a social member shall have the right to utilize the clubhouse facilities and swimming pool, when completed, but shall not have the right to utilize the tennis courts, exercise facilities, golf course or any putting green, driving range, or any of the golfing facilities connected therewith. Goods and services purchased or utilized by the Owner shall be billed to the Owner. Dues and costs associated with said social membership shall be as promulgated by The Club at Grande Oak from time to time. Payment of membership dues shall be an Individual Assessment collected by the Master Association from each Owner and remitted by the Master Association to The Club at Grande Oak, with such frequency as The Club at Grande Oak determines from time to time commencing upon the completion of the clubhouse; provided, however, that membership dues shall not be charged against any Lot or Parcel for which a certificate of occupancy or completion has not yet been issued. All other expenses incident to use and operation of said Club Property shall be an Individual Assessment, collected by the Master Association in accordance with the terms and provisions hereof.

15.03 No Voting or Equity Interest. Each Owner acknowledges and agrees by accepting title to a Lot or Parcel, that no Owner shall have any equity or other interest and in and to the Club Property, except as a social member, subject to the Club Membership Covenant or founding documents of The Club at Grande Oak and the terms and provisions hereof; nor shall any Owner have any ownership, management, voting or other interest in and to the Club Property.

15.04 Use of Club Facilities. The Club Owner shall set membership and use policies and rules and regulations from time to time. Under no circumstances shall Owners begin play from Lots or Parcels and the same shall be deemed a trespass. The facilities on the Club Property shall be developed and provided at the discretion of the Club Owner. The Club Owner has the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change,

OR BK 03321 PG 2917

how and by whom the Club Property facilities shall be used, if at all. Ownership of a Lot, Parcel or any other portion of the Property or membership in the Master Association or any Neighborhood Association does not give any vested right or easement, prescriptive or otherwise, to use the Club Property, and does not grant any ownership, membership or use interest therein.

15.05 Jurisdiction and Cooperation. The Master Association, Neighborhood Associations and the Club Owner shall cooperate and assist each other to the maximum extent possible to facilitate the profitable operation of the Club Property. Each shall reasonably assist the other in upholding Community Wide Standards as set from time to time. Neither the Master Association nor any Neighborhood Association shall have the power to promulgate rules and regulations (including Community Wide Standards) affecting activities on or use of the Club Property without the prior written consent of the Club Owner, which consent may be withheld for any or no reason.

15.06 Open Space. Notwithstanding the fact that the Club Property may be open space or a recreation area for purposes of applicable zoning ordinances and regulations, each Owner by acquisition of title to a Lot or Parcel releases and discharges forever the Declarant, the Club Owner and their partners, shareholders, officers, directors, employees, agents and affiliates, from: (1) any claim that the Club Property is, or must be, owned and/or operated by the Master Association or the Owners, and/or (2) any claim that the Owners are entitled to use the Club Property by virtue of their ownership of a Lot or Parcel without acquiring a membership in the Club which could require payment of the applicable membership initiation, and dues, fees and charges established by the Club Owner from time to time, and complying with the terms and conditions set from time to time by the Club Owner.

15.07 Irrigation. The Club Owner acknowledges and agrees, pursuant to the governmental approvals, that the Club Property may be required to be irrigated with irrigation quality re-use water to the extent available and the Club Owner shall take all actions required by applicable law to irrigate using irrigation quality re-use water, including, without limitation, providing any required signage. Nothing in this Declaration shall prohibit the Club Owner from using other sources for irrigation if irrigation quality reuse water is not available in sufficient quantities or use thereof is not required by the governmental approvals.

15.08 Maintenance Easement. Every Lot, Parcel, Common Area and Neighborhood Common Area is burdened with an easement permitting the Club Owner to utilize portions of the Lots, Parcels, Common Area and Neighborhood Common Area abutting the golf course to maintain portions of the golf course, provided such easement shall be exercised in a manner which does not interfere with use or enjoyment of the Lot, Parcel, Common Area or Neighborhood Common Area for its primary purpose and that such use by the Club Owner will not damage landscaping or other improvements on the Lot, Parcel, Common Area or Neighborhood Common Area.

15.09 Assumption of Risk and Indemnification. Each Owner, by its purchase of a Lot or Parcel in the vicinity of the Club Property, hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the Club Property, including, without limitation; (a) noise from maintenance equipment and it being specifically understood that such maintenance typically takes place around sunrise or sunset, (b) noise caused by golfers, (c) use

OR BK 03321 PG 2918

of pesticides, herbicides, fertilizers and effluent irrigation, (d) view restrictions caused by planting and maturation of trees, shrubbery and golf course features, such as berms (whether planted or installed prior to Owner's occupancy of a Lot or Parcel or subsequently planted or installed), (e) reduction in privacy caused by golf traffic on the golf course or the removal or pruning of shrubbery or trees on the Club Property, (f) errant golf balls and golf clubs, and (g) design of the Club Property. Further, neither Declarant, Master Association, Club Owner nor any other entity owning or managing the golf course shall be liable to Owner for any other person claiming any loss of damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Lot or Parcel to the Club Property, including, without limitation, any claim arising in whole or in part from the negligence of the Declarant, Master Association, Club Owner or any other entity owning or managing the golf course. Each Owner hereby agrees to indemnify and hold harmless Declarant, Master Association, Course Owner and any other entity owning or managing the golf course against any and all claims by Owner's visitors, tenants and other upon such Owner's Lot or Parcel.

15.10 Rights of Access. The Club Owner and all persons permitted by the Club Owner to use the Club Property (regardless of whether such persons are Owners hereunder) shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Property reasonably necessary to travel to and from the entrances to the Property from and to the Club Property, respectively, and, further, over those portions of the Property (whether Common Area or otherwise) reasonably necessary to the use, operation, maintenance, repair and replacement of the Club Property.

15.11 Easement for Golf Balls. Every Lot and Parcel is burdened with an easement permitting golf balls hit from the Club Property to unintentionally come upon the Lot or Parcel and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Lot or Parcel to retrieve errant golf balls; provided, however, if the Lot or Parcel is fenced, walled or enclosed with screening, the golfer shall seek the Owner's or occupant's permission before entry. All Owners, by acceptance and delivery of a deed to a Lot or Parcel, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action whatsoever against the Declarant, the Master Association, the Club Owner, the golf course designer, any builder, or any other party other than the golfer who caused the property damage or personal injury, arising or resulting from any errant golf balls or golf clubs, any property damage or personal injury that may be caused thereby, or for negligent design of the golf course or siting of the Lot or Parcel. Nothing in this section shall in any way relieve golfers from liability for damages resulting from errant golf balls.

15.12 Tournaments and Special Events. Any golf course or tennis facility built upon Club Property may be built with the intent that it be used for tournament play, although Declarant does not warrant that such tournaments will take place. The players in and spectators of such tournaments shall have a perpetual non-exclusive easement in their favor to use the Common Areas for all normal purposes of ingress, egress and parking, and for the furnishing of services and facilities and for such other purposes for which the same are reasonably intended; provided that they shall not block access

OR BK 03321 PG 2919

to any Lots or Parcels and that the streets shall remain free of any hazardous conditions. Notwithstanding anything contained herein, the aforesaid easement as it relates to the use of the Common Areas shall be only as to that portion of the Common Areas and/or parking necessary for the use specified in this paragraph. Any disputes as to what constitutes a normal purpose or what portion of the Common Areas are necessary for their use shall be determined by Declarant in its sole and absolute discretion. The Club Owner shall indemnify Owners and the Master Association against any damage which may be caused by spectators at tournaments and by persons attending special events sponsored by the Club Owner, and the Club Owner shall be responsible for trash clean-up after any such tournaments and special events.

OR BK 03321 PG 2920

ARTICLE XVI
RIGHTS OF INSTITUTIONAL MORTGAGEES

16.01 Financial Matters and Insurance. The Master Association and any Neighborhood Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Governing Documents and the books, records and financial statements of the Master Association or Neighborhood Association to the Owners and Institutional Mortgagees. In addition, evidence of insurance shall be issued to each Owner and Institutional Mortgagee upon written request to the Master Association or Neighborhood Association.

(a) Upon written request to the Master Association or Neighborhood Association, identifying the name and address of the Institutional Mortgagee and the legal description of the subject Parcel, the Master Association or Neighborhood Association shall provide such Institutional Mortgagee with timely written notice of the following:

(i) Any condemnation loss or any casualty loss which affects any material portion of the Common Area or Neighborhood Common Area;

(ii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Master Association or Neighborhood Association;

(iii) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Parcel;

(iv) Any failure by an Owner encumbered by a mortgage held, insured or guaranteed by an Institutional Mortgagee to perform his obligations under the Governing Documents, including, but not limited to, any delinquency in the payment of Regular, Neighborhood or Special Assessments, or any other charge owed to the Master Association or Neighborhood Association by said Owner when such failure or delinquency has continued for a period of sixty (60) days.

Any failure of the Master Association or Neighborhood Association to send any such notice to any Institutional Mortgagee shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof, and the Master Association or Neighborhood Association shall not be liable for damages which may be caused by or arise from the failure to send such notice.

(b) Any Institutional Mortgagee who receives a written request from the Master Association or Neighborhood Association to respond to or consent to any action shall be deemed to have approved such action if the Master Association or Neighborhood Association does not receive a written response from the Institutional Mortgagee within twenty (20) days of the date of the Master Association or Neighborhood Association's request.

OR BK 03321 PG 2921

IN WITNESS WHEREOF, Declarant has executed this Declaration of Covenants, Conditions, Restrictions and Easements for Grande Oak on this 5 of October, 2000.

Signed, sealed and delivered
in the presence of:

DECLARANT:

Florida Development Partners, L.C.,
a Florida limited liability company

Gregg S Truxton
WITNESS #1 Gregg S. TRUXTON

Patty Gardner
WITNESS #2 Patty Gardner

By: _____
Robert Paul Hardy, President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and acknowledged before me this 5 day of October, 2000, by Robert Paul Hardy, President of Florida Development Partners, a Florida L.L.C. who is personally known to me.

Gregg S Truxton
NOTARY PUBLIC [NOTARY SEAL]

PLEASE PRINT OR TYPE NAME OF NOTARY
My Commission Expires:

Revised: GT August 29, 2000

OFFICIAL NOTARY SEAL
GREGG S TRUXTON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC649729
MY COMMISSION EXP. MAY 21,2001

OR BK 03321 PG 2922

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTIONS 25 AND 26, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.89°28'17"W., ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, FOR A DISTANCE OF 2625.10 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 25; THENCE RUN S.89°28'07"W., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, FOR A DISTANCE OF 2624.90 FEET TO THE NORTHWEST CORNER OF SAID SECTION 25; THENCE RUN N.89°44'39"W., ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, FOR A DISTANCE OF 501.54 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TREELINE DRIVE, A 150.00 FOOT RIGHT-OF-WAY, AS THE SAME IS RECORDED IN O.R. BOOK 2745 AT PAGES 1550 THROUGH 1554 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.00°14'58"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 960.51 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1835.00 FEET, THROUGH A CENTRAL ANGLE OF 30°59'37", SUBTENDED BY A CHORD OF 980.57 FEET AT A BEARING OF S.15°14'50"E., FOR A DISTANCE OF 992.63 FEET TO THE END OF SAID CURVE; THENCE RUN S.30°44'39"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 954.33 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1985.00 FEET, THROUGH A CENTRAL ANGLE OF 19°01'31", SUBTENDED BY A CHORD OF 656.11 FEET AT A BEARING OF S.21°13'53"E., FOR A DISTANCE OF 659.13 FEET TO THE END OF SAID CURVE; THENCE RUN N.85°19'11"E. FOR A DISTANCE OF 748.63 FEET; THENCE RUN S.20°38'17"E. FOR A DISTANCE OF 1064.37 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 150.00 FOOT RIGHT-OF-WAY, AS THE SAME IS RECORDED IN O.R. BOOK 2768 AT PAGES 76 THROUGH 81 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.61°46'36"E., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, FOR A DISTANCE OF 1679.06 FEET; THENCE RUN S.28°13'24"E., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, FOR A DISTANCE OF 50.00 FEET; THENCE RUN N.61°46'36"E., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, FOR A DISTANCE OF 2475.99 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE RUN N.00°48'28"W., ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, FOR A DISTANCE OF 2398.97 FEET TO THE POINT OF BEGINNING; CONTAINING 423.271 ACRES, MORE OR LESS.

OR BK 03321 PG 2923

EXHIBIT "B" TO THE DECLARATION

FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

September 7, 2000

CORPORATE ACCESS, INC.
236 EAST 6TH AVENUE
TALLAHASSEE, FL 32303

The Articles of Incorporation for GRANDE OAK MASTER PROPERTY OWNERS ASSOCIATION, INC. were filed on September 7, 2000 and assigned document number N00000005904. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT/UNIFORM BUSINESS REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT/UNIFORM BUSINESS REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT/UNIFORM BUSINESS REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Judy Eure, Corporate Section Administrator
Public Assistance

Letter Number: 000A00047391

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State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of GRANDE OAK MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on September 7, 2000, as shown by the records of this office.

The document number of this corporation is N00000005904.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Seventh day of September, 2000

Katherine Harris

Katherine Harris
Secretary of State

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APPROVED
AND
FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
FOR
GRANDE OAK MASTER PROPERTY OWNERS ASSOCIATION, INC.
(A Corporation Not-for-Profit)

The undersigned hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I
NAME

The name of the corporation is: GRANDE OAK MASTER PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The mailing address for the Association is 5645 Strand Blvd., Suite 3 Naples, Florida 34110.

ARTICLE II
PURPOSES

The purposes of the Association are:

1. To provide for maintenance, preservation, control and operation of the Common Areas within the Grande Oak community, located in Lee County, Florida, and such other property as may be added thereto, as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Grande Oak, as recorded in the public records of Lee County, Florida (the "Declaration"). All terms used herein which are defined in the Declaration shall have the same meaning as set forth in the Declaration, unless otherwise indicated herein;

2. To enhance the civic, social and recreational interests of its Members; and

3. To otherwise promote the health, safety, and welfare of its Members and their property within Grande Oak.

ARTICLE III
POWERS

1. GENERAL POWERS. The Association shall have all the powers of a corporation not-for-profit which are not prohibited by law or in conflict with the provision of these Articles or the Declaration.

2. NECESSARY POWERS. The Association shall have all of the powers reasonable necessary to implement its purposes, including, but not limited to, the following:

OR BK 03321 PG 2926

A. To exercise all the powers and privileges and to perform all of the duties and obligations of the Master Association as set forth in the Declaration;

B. To acquire, construct, reconstruct, improve, maintain, repair, replace, operate, convey or otherwise deal with the property and improvements of every nature or kind constituting the Common Areas;

C. To fix establish, levy and collect Assessments as contemplated by the Declaration;

D. To operate, without pecuniary profit, for the benefit of its Members in accordance with the Declaration;

E. To pay all taxes and other Assessments which are liens against the Association or the Common Areas;

F. To operate and maintain the surface water management system in accordance with the requirements of the South Florida Water Management District, and to contract for services to provide for the operation and maintenance of the surface water management system; provided however, in the event that the Association is dissolved, the surface water management system, and the property comprising such system, will be conveyed and be dedicated to a non-profit organization so as to ensure continued maintenance of the surface water management system in perpetuity;

G. To make and enforce reasonable rules and regulations governing the use and operation of the property covered by the Declaration;

H. To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person;

I. To contract for services necessary to operate and maintain the Common Areas.

OR BK 03321 PG 2927

ARTICLE IV
PROHIBITION AGAINST ISSUANCE OF STOCK AND DISTRIBUTION OF INCOME

The Association shall never have nor issue any shares of stock, nor shall the Association distribute any part of its income, if any, to its Members, Directors or Officers. All monies and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provision of these Articles and with the Bylaws of the Association. Nothing herein, however, shall be

construed to prohibit the Association from conferring benefits upon its Members or from making any payments or distributions to Members of monies or properties permitted by Chapter 617, Florida Statutes, or a statute of similar import. The Association may, however, reimburse its Directors, Officers and Members for expenses authorized and approved by the Board of Directors and incurred for and on behalf of the Association but shall not pay a salary to its Directors, Officers and Members for services rendered to the Association.

ARTICLE V
MEMBERSHIP

Every Owner, and the Declarant, so long as they own Parcels, shall be members of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Parcel which is subject to Assessment by the Association, pursuant to the Declaration. Members' rights, powers, duties and privileges shall be as set forth in these Articles, the By-Laws adopted by the Association, and the Declaration.

The Association shall have two (2) classes of membership: (a) Class "A" Members, and (b) Class "B" Members as follows:

A. Class "A". Class "A" Members shall consist of all Owners of Parcels within Grande Oak other than the Class "B" Member.

B. Class "B". The Class "B" Member shall be the Declarant. Unless the Declarant earlier terminates this membership, the Class "B" Membership shall terminate upon Turnover or Declarant's earlier termination, and be converted to Class "A" Membership.

ARTICLE VI
VOTING

A. Class "A" Member. Upon Turnover, Class "A" Members shall be entitled to elect a majority of the Members of the Board of Directors of the Association.

B. Class "B" Member. Until Turnover, or until the Declarant earlier terminates this Class B, the Class "B" Member shall be entitled to elect all Members of the Board of Directors of the Association. Thereafter, the Declarant shall be entitled to elect at least one (1) Member of the Board as long as Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Parcels in all phases of the Community.

C. Joint Ownership Corporations. Voting rights may be exercised by a Member or the Member's spouse, subject to provisions of the Declaration and the By-Laws. In any situation where more than one person holds an interest in a Parcel, the vote for the respective Parcel shall be exercised by any such person; provided, however, the persons holding the interest in the Parcel can notify the secretary of

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the Association, in writing, prior to or during any meeting of the manner in which the vote for the Parcel is to be exercised, and in the absence of such notice, the Parcel's vote shall be suspended if more than one person seeks to exercise it. The voting rights of a Member that is a corporation, partnership or other entity shall be exercised by the individual designated from time to time by the owner in a written instrument provided to the secretary, subject to the laws of the State of Florida.

D. Neighborhood Representative. Upon the formation of a Neighborhood Association, as described in the Declaration, no Member shall have the power to vote at Association meetings other than through his Neighborhood Representative, as described in Section 5.05 of the Declaration.

ARTICLE VII
ADDITIONS OF PROPERTIES AND MEMBERSHIP

Declarant may, so long as it owns property in Grande Oak and in accordance with the Declaration, add land to the Property and increase the number of Members.

ARTICLE VIII
BOARD OF DIRECTORS

The initial Board of Directors shall consist of three Directors appointed by Declarant. The names and addresses of the initial Directors are:

1. Robert Paul Hardy
   5645 Strand Blvd., Suite 3
   Naples, Florida 34110

2. Mark Tolson
   5645 Strand Blvd., Suite 3
   Naples, Florida 34110

3. Renee Tolson
   5645 Strand Blvd., Suite 3
   Naples, Florida 34110

The number of Directors may be either increased or decreased from time to time by the Bylaws but shall never be less than three (3) nor more than seven (7). At the first annual meeting after Turnover and at each annual meeting thereafter the Members shall elect Directors for terms as set forth in the Bylaws. Except for Directors appointed by Declarant, Directors must be Members of the Association. Any Director appointed by Declarant shall serve at the pleasure of Declarant, and may be removed and replaced by Declarant, at its sole option and discretion.

OR BK 03321 PG 2929

ARTICLE IX
OFFICERS

The Board of Directors may elect Officers from among its Members. The Officers of the Association shall be the President, a Secretary/Treasurer, and such other Officers and Assistant Officers as may be decided upon and elected by the Board of Directors. The same person may hold two or more offices. The term of each office shall be one (1) year or until their successors are elected or appointed as provided in the Bylaws. The initial Officers of the Association who are to serve until their successors are elected or appointed as provided in the Bylaws are as follows:

Robert Paul Hardy – President
Mark Tolson – Vice President
Renee Tolson – Vice President/Secretary/Treasurer

ARTICLE X
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liability, including attorneys' fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of this being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XI
BYLAWS

The Bylaws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the Bylaws may be altered, amended or rescinded only in the manner provided for in the Bylaws. Such alteration, amendment or rescission of the Bylaws may not be adopted and shall not become effective without the prior written consent of Declarant for as long as it is a Member.

ARTICLE XII
TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

In the absence of fraud, no contract or other transaction between the Association and any other person, firm, association, corporation or partnership shall be affected or invalidated

OR BK 03321 PG 2930

by the fact that any Director or Officer of the Association is pecuniarily or otherwise interested in such contract or other transactions, or in any way connected with any person, firm, association, corporation or partnership which is pecuniarily or otherwise interested therein. Any Director may vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Association for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested, or were not a Director, Member or Officer of such firm, association, corporation or partnership.

ARTICLE XIII
AMENDMENT

These Articles of Incorporation may be amended from time to time by resolution adopted by a majority of the Board of Directors and approved by a two-third (2/3) vote of all Members, subject to the following restrictions:

1. So long as Declarant is a Member, each amendment of these Articles must be first approved in writing by the Declarant.

2. No amendment of these Articles shall be effective which impairs or dilutes any right or title of a Member vested in him under a deed or other recorded instrument applicable to the Lot owned by such Member unless made in accordance with provisions of such deed of instrument.

3. No amendment shall conflict with the Declaration.

ARTICLE XIV
TERMS OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE XV
INCORPORATOR

The name and address of the incorporator of GRANDE OAK MASTER PROPERTY OWNERS ASSOCIATION, INC., is:

NAME	ADDRESS
Gregg S. Truxton	Bolaños, Truxton & Youngs, P.A. 12800 University Drive, Suite 240 Ft. Myers, Florida 33907

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ARTICLE XVIII
REGISTERED AGENT AND REGISTERED OFFICE

The initial registered agent for this corporation shall Bolaños, Truxton & Youngs, P.A., and the registered office shall be located 12800 University Drive, Suite 240, Ft. Myers, Florida 33907. The Board of Directors shall have the right to designate subsequent resident agents without amending these Articles.

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation, this 5th day of September, 2000.

Gregg S Truxton

Gregg S. Truxton

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Articles of Incorporation of GRANDE OAK MASTER PROPERTY OWNERS ASSOCIATION, INC., was acknowledged before me this 5th day of September, 2000, by Gregg S. Truxton, who is personally known to me, and who did not take an oath.

Patty Gardner

Signature of Notary

SEAL

PATTY GARDNER
MY COMMISSION # CC [illegible]
[illegible]
Bonded Thru Notary Public Underwriters

Patty Gardner

Name of Notary Printed

Serial Number, Comission Number (if any) Printed

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First, that GRANDE OAK MASTER PROPERTY OWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its initial registered office, as indicated in the Articles of Incorporation, at Ft. Myers, Lee County, State of Florida, has named Bolaños, Truxton & Youngs, P.A., located at 12800 University Drive, Suite 240, Ft. Myers, Florida 33907, as its agent to accept service of process within the State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above styled corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

Bolaños, Truxton & Youngs, P.A.

By: Gregg S Truxton
Gregg S. Truxton

Revised: GT July 5, 2000

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
FILED

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BY-LAWS
OF
GRANDE OAK MASTER PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE 1
NAME AND LOCATION

Section 1. The name of this corporation is GRANDE OAK MASTER PROPERTY OWNERS ASSOCIATION, INC. (hereinafter the "Association")

Section 2. The principal place of business of the Association is located in Lee County, Florida, or such other place as the Board of Directors may from time to time determine.

ARTICLE 2
INCORPORATION

The Association was duly incorporated in the office of the Secretary of State of the State of Florida on the 7th day of September, 2000.

ARTICLE 3
DEFINITIONS

The definitions and terms defined and used in the Declaration of Covenants, Conditions, Restrictions and Easements for GRANDE OAK, as recorded in the public records of Lee County, Florida (the "Declaration") shall apply to these Bylaws.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. All Owners in Grande Oak shall be Members of the Association. An Owner shall automatically be a Member of the Association upon the recording in the Public Records of Lee County, Florida the document evidencing the Owner's fee simple title to a Parcel. The Association shall have two (2) classes of membership, as follows:

A. Class "A". Class "A" Members shall consist of all Owners of Parcels within Grande Oak other than the Class "B" Member. Upon Turnover, Class "A" Members shall be entitled to elect a majority of the Members of the Board of Directors of the Association.

B. Class "B". The Class "B" Member shall be the Declarant. Unless the Declarant earlier terminates this membership, the Class "B" Membership shall terminate upon Turnover or Declarant's earlier termination, and be converted to Class "A" Membership. Until Turnover, or until the Declarant earlier terminates this Class B, the Class "B" Member shall be entitled to elect all Members of the Board of Directors of the Association. Thereafter, the Declarant shall be entitled to elect at least one (1) Member of the Board as long as Declarant holds for sale in the

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ordinary course of business at least five (5%) percent of the Parcels in all phases of the Community.

Section 2. Each Member of the Association shall be entitled to one (1) vote (a "Voting Right") for each Parcel owned by the Member.

Section 3. Voting rights may be exercised by a Member or the Member's spouse, subject to provisions of the Declaration and these By-Laws. In any situation where more than one person holds an interest in a Parcel, the vote for the respective Parcel shall be exercised by any such person; provided, however, the persons holding the interest in the Parcel can notify the secretary of the Association, in writing, prior to or during any meeting of the manner in which the vote for the Parcel is to be exercised, and in the absence of such notice, the Parcel's vote shall be suspended if more than one person seeks to exercise it. The voting rights of a Member that is a corporation, partnership or other entity shall be exercised by the individual designated from time to time by the owner in a written instrument provided to the secretary, subject to the laws of the State of Florida.

Section 4. Upon the formation of a Neighborhood Association, as described in the Declaration, no Member shall have the power to vote at Association meetings other than through his Neighborhood Representative, as described in Section 5.05 of the Declaration.

Section 5. The interest of any Member in any part of the funds or assets of the Association cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner except as an appurtenance to the Parcel owned by him.

Section 6. The term "Voter" shall mean and refer to (i) the Owner of a Parcel if such Parcel is owned by one individual, (ii) if the Parcel is owned by an entity other than an individual, any individual designated in a Certificate filed with the Secretary of the Association by the Owner, designating a voting Member for such Parcel, or (iii) a duly designated proxy holder. Anything to the contrary herein notwithstanding, there shall only be one Voter for each Parcel.

ARTICLE V
MEETINGS OF VOTING MEMBERS

Section 1. The annual meeting of the Members shall be held at such time and date in November of each year, as elected by the Board of Directors, to be held at the principal office of the Association or at such other place in Lee County, Florida as may be set forth in the notice of said meeting. If the date fixed for the annual meeting is to be held is a legal holiday, said meeting shall be held on the next succeeding business day thereafter. At such meeting the Members shall elect directors to serve until the next annual meeting of the Members or until their successors shall be duly elected and qualified and may conduct such other business as may be authorized to be transacted by the Members.

OR BK 03321 PG 2935

Section 2. Special meetings of the Members shall be held at such place, day and hour as may set forth in the notice of said meeting and may be called by the President, or in his absence by the Vice President, or by a majority of the Board of Directors, or by Neighborhood Representatives representing at least 30% of the Voting Rights. The business conducted at such special meeting shall be limited to that stated in the notice of meeting.

Section 3. Notice of the annual Members' meeting stating the place, day, and hour of the meeting shall be given by the President, Vice President, or Secretary. Such notice shall be given to each Member not less than fourteen (14) days, nor more than sixty (60) days prior to the date set forth such meeting, which notice shall be mailed (by first class mail if mailed more than 30 days before the meeting) or presented personally, receipt for such notice shall be signed by the Member, indicating the date on which such notice was received by him, or if such signature is refused, the date certified in any affidavit signed by the Secretary and filed in the records of the Association as the date of personal service. If mailed, such notice shall be deemed properly delivered when deposited in the United States mail, addressed to the Member at his post office address as it appears on the records of the Association, with postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any Member may, by a written statement signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of proper notice to such Member. The date on which notice of the annual Members' meeting is mailed (or personally delivered) shall be the record date for determining which Members are entitled to receive notice of, and to vote at, the annual Members' meeting. This determination of Members shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 4. The President, or in his absence the Vice President, shall preside at all annual or special meetings of the membership. In the absence of both persons, the Board of Directors shall select a chairman.

Section 5. A quorum for Members' meetings shall consist of not less than thirty-three (33%) percent of the total Voting Rights in the Property, represented in person by or through their Neighborhood Representatives or by proxy. The acts approved by the affirmative consent of a majority of the Voting Rights present at a meeting at which a quorum is present shall constitute the acts of the Members, expect where approval by a greater number of Members is required by the Declaration, the Articles of Incorporation, these Bylaws, or Florida law. After a quorum has been established at a Members' meeting, the subsequent withdrawal of a Voter, so as to reduce the number of Voting Rights at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

The execution by any Member of a copy of the minutes shall constitute the presence of such Member for the purpose of determining a quorum and for the further

OR BK 03321 PG 2936

purpose of validating all of the actions taken at such meeting, unless otherwise prohibited under Florida law.

Section 6. Votes may be cast in person by or through duly designated Neighborhood Representatives, or by proxy. All proxies shall be in writing and shall be filed with the Secretary no later than twenty-four (24) hours prior to the time of the meeting and entered of record in the minutes of said meeting. No proxy shall be valid unless the same specifically sets forth the name of the Member voting by proxy, the name of the person authorized to vote the proxy, the number of Voting Rights to which the proxy applies, and the date the proxy was given, and is executed by all Owners of the subject Parcel. If the proxy is a limited proxy it shall set forth these items that the holder of the proxy may vote and the manner in which the vote is to be cast. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place; a substitution is not authorized if such provision is not made. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and shall be valid only for that meeting and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Each proxy shall be revocable at any time at the pleasure of the Owner(s) executing it (subject to § 607.101, Fla. Stats.); however, in order for such revocation to be effective, written notice thereof shall be given to the Secretary of the Association.

Section 7. Annual or special meetings of the Members may be held at any time or place without notice with the written consent of all Voters, and may be held at any time or place without notice in an emergency situation.

Section 8. The order of business at all meetings of the Members of the Association, where applicable, shall be as follows:

a. Election of chairman of the meetings, if required.
b. Call of the roll and certifying of a quorum.
c. Proof of notice of meeting or waiver of notice.
d. Reading or waiver of reading of any unapproved minutes.
e. Reports or waiver of reports of officers.
f. Reports or waiver of reports of committees.
g. Election or waiver of inspectors of election.
h. Election of directors.
i. Unfinished business.
j. New business.
k. Adjournment.

Section 10. Any statutory right to waive notice of a Members' meeting or to take action without a meeting shall be permitted under these Bylaws.

ARTICLE VI
DIRECTORS

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Section 1. The business affairs of the Association shall be managed by a Board of Directors (sometimes referred to herein as the "Board") who shall be elected by the Member(s). Said Board of Directors shall consist of at least three (3) and not more than (7) persons of legal age (individual herein a "Director" and when referred to more than one the "Directors"). Except for Directors appointed by Declarant, Directors must be Members of the Association.

Section 2. The original Members of the Board of Directors shall be those persons set forth in the Articles of Incorporation. The original Members of the Board of Directors shall serve at the pleasure of Declarant and may be removed and replaced by Declarant at its sole option and discretion. Following Turnover, Directors shall be elected annually by the Members at the annual Member's meeting, and such Directors shall serve until their successors are duly elected and qualified, or until they are removed in the manner elsewhere provided, or until they resign, whichever first occurs. The procedure for electing Directors by the Member(s) shall be as follows:

a. A nominating committee of Members may be appointed by the Board of Directors not less than sixty (60) days prior to the annual Members' meeting. The committee shall nominate one (1) person for each Director then serving or to serve. Other nominations may be made from the floor.

b. The election shall be by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 3. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, the remaining Directors shall elect a person to serve as Director for the unexpired portion of the term of the former Director.

Section 4. A Director may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the total Voting Rights in the Property, at a special meeting of the Members called for that purpose. Any Director appointed by Declarant may be removed and replaced only by Declarant.

Section 5. No compensation shall be paid to Directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the Association outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees, agents or attorneys for services rendered to the Association.

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected

OR BK 03321 PG 2938

Directors in order to legally constitute such meeting provided that a majority of the whole Board shall be present.

Section 7. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or telegraph, at least ten (10) days prior to the day named for such meeting. The Directors may establish a schedule of regular meetings and no notice shall be required to be given to Directors as to such regular meetings once said schedule has been adopted and delivered to all Directors.

Section 8. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) Members of the Board of Directors.

Section 9. Before, at, or after any meeting of the Board of Directors, said Directors may, in writing, waive notice of said meeting and such waiver shall be deemed equivalent to the giving of proper notice. Attendance by a Director at any meeting of the Board shall be a waiver of any lack of notice thereof.

Section 10. At all meetings of the Board of Directors, a majority of the Board of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, or these Bylaws. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present shall be able to adjourn the meeting from time to time. The President of the Association, or in his absence the Vice President, or, in the absence of both, any Director designated by the Directors, shall act as Chairman of the Board of Directors, and he shall be entitled to vote as a Member of the Board of Directors on all questions arising before the Board of Directors.

Section 11. All meetings of the Board of Directors shall be open to all Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

Section 12. The order of business at a Directors' meeting, if applicable shall be:

a. Election of Chairman of the meeting, if required.
b. Calling of the roll.
c. Proof of due notice of meeting.
d. Reading or waiver of reading and disposal of any unapproved minutes.

OR BK 03321 PG 2939

e. Reports or waiver of reports of officers and committees.
f. Election of officers.
g. Unfinished business.
h. New business.
i. Adjournment.

Section 13. All of the powers and duties of the Association existing under the Declaration, the Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors or its managing agents, subject only to approval by Members of the Association when such is specifically required. The Board of Directors shall have all the powers vested under common law and under Chapter 617 and 607 (to the extent applicable), Florida Statutes, together with any powers granted to it pursuant to the terms of these Bylaws, the Articles of Incorporation of the Association, and the Declaration. Such powers shall include but not be limited to the power:

a. To manage, operate, and administer this Association and its interests.

b. To make and collect Assessments for Members for the purposes of carrying out the Association's obligations and duties, pursuant to, and subject to, the Declaration.

c. To maintain, construct, improve, repair and replace the Association's property and interests, or the property for which the Association has such responsibility.

d. To hire and dismiss any personnel regarding the maintenance, operation, and administration of the Association's property and interests, or the property for which the Association has such responsibility.

e. To make, amend, and publish rules and regulation respecting the use of the property operated, maintained, administered, and/or owned or leased by the Association, and establish and impose penalties and sanctions for any infractions thereof.

f. To carry and pay the premium for such insurance as may be required for the protection of the Association and the Members thereof against any casualty or any liability.

g. To employ a management firm at a compensation established by the Board of Directors and to delegate to such management firm such powers and duties as the Board shall authorize except those as are specifically required to be exercised by the Board of Directors or the membership.

h. To enforce and exercise by legal means the provisions of he Declaration, these Bylaws, the Articles of Incorporation of this Association, and the rules and regulations of the Association.

OR BK 03321 PG 2940

i. To pay any taxes or special assessments on any lands owned, operated, or maintained by the Association.

j. To grant easements to any person with respect to properties owned by the Association, and to lease to any person properties owned by the Association.

k. To do all things that the Declaration contemplates or infers to be handled by the Association.

Section 14. Any statutory right to waive notice of a Members' meeting or to take action without a meeting shall be permitted under these Bylaws.

ARTICLE VII
OFFICERS

Section 1. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint assistant treasurers and assistant secretaries and such other officers as in their judgment may be necessary.

Section 2. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office until their successors shall be duly elected and qualified, or until they are removed, or until they resign, whichever first occurs.

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

Section 4. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation including, but not limited to, the power of appointing committees among the Members from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. The Vice President shall perform all the duties of the President in the President's absence and shall assist the President and exercise such other duties as may be required of him from time to time by the Board of Directors.

Section 6. The Secretary shall process all membership applications, issue notices of all Board of Directors' meetings and meetings of the membership and shall attend and keep minutes of the same; he shall have charge of all corporate books, records and papers, except those of the Treasurer; he shall be custodian of the corporate seal; he shall have

OR BK 03321 PG 2941

the authority to attest, with his signature and press of the Association seal; all contracts or other documents required to be signed on behalf of the Association and shall perform all other such duties as are incident to his office. The duties of an assistant secretary, if an assistant secretary is elected, shall be the same as those of the Secretary in the absence of the Secretary.

Section 7. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. The duties of an assistant treasurer, if an assistant treasurer is elected, shall be the same as those of the Treasurer in the absence of the Treasurer.

Section 8. Any vacancy in the office of President, Vice President, Treasurer or Secretary, or any other office, may be filled by the Board of Directors who may elect a successor to the vacant office at any regular or special meeting, and such successor shall hold office for the balance of the unexpired term.

ARTICLES VIII
FINANCE

Section 1. The funds of the Association shall be deposited in such banks or depositories as may be determined by Board of Directors, from time to time, upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for monies signed by such officer or officers of the Association or other person as may be designated by the Board of Directors.

Section 2. The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year at such time as the Board of Directors deem advisable.

Section 3. A financial report of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each Member at the annual meeting.

Section 4. The Board of Directors of the Association shall maintain an assessment roll in a set of accounting books in which there shall be an account for each Parcel. Each account shall designate the name and address of the Member(s), the amount of each assessment against the Member(s), the dates and amounts in which the assessments become due, the amounts paid upon the account, and the balance due upon the assessments. The Board of Directors shall issue, or cause to be issued, upon demand by a Member, a certificate representing the status of assessments pertaining to said Member. A reasonable charge may be made by the Board of Directors for the issuance of said certificate.

OR BK 03321 PG 2942

Regular Assessments against the Members shall be made for the fiscal year annually in advance on or before the 20th day of the month proceeding the first month of the fiscal year for which the assessments are made, or on a monthly, quarterly, or semiannual basis, whichever is deemed appropriate by the Board of Directors for a particular year. Such assessments shall be due and payable as directed by the Board of Directors. If an annual budget is not made as required, the assessment(s) shall be presumed to be in the same amount(s) as the last prior fiscal year until changed by an amended assessment.

Section 5. The Board of Directors shall adopt an annual budget on or before December 15th each year for the following calendar year, which budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, and shall contain estimates of the cost of operating and maintaining the Association.

Section 6. The Board of Directors may, at its option, require that a fidelity bond be obtained for all officers and employees of the Association handling or responsible for Association funds. The amount of such bond shall be determined by the Board of Directors and the premium on such bond shall be paid by the Association as an item of general expense.

Section 7. All Assessments paid by Members of the Association shall be utilized by the Association for the purposes enumerated in the Declaration, the Articles of Incorporation and/or these Bylaws.

Section 8. Termination of membership in the corporation shall not relieve or release any such former Member from any liabilities or obligations incurred under or in any way connected with the Association during the period of his membership, or impair any rights against such form Member arising out of, or in any way connected with, such membership and the covenants and obligations incident thereto.

ARTICLE IX
RULES AND REGULATIONS

The Board of Directors shall have the authority to adopt reasonable rules and regulations governing the use and operation of the Common Areas. Such Rules and Regulations shall not conflict with the terms of the Declaration. Copies of such the Rules and Regulations shall be delivered to an Owner upon written request to the Association.

ARTICLE X
REGISTERS AND SEALS

Section 1. The Secretary of the Association shall maintain a register in the Association office showing the names and addresses of Members. It shall be the obligation of the individual Members to advise the Secretary of the Association of any change of address

OR BK 03321 PG 2943

or of any change of ownership. The Association, for purposes of notification, shall have the right to rely upon the last given address of each of the Members as set forth in said register.

Section 2. The seal of the Association shall have inscribed thereon the name of the Association, the word "Florida", the year of the Association's formation, and the words "corporation not for profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

ARTICLE XI
AMENDMENTS

These Bylaws may be amended from time to time by resolution adopted by a majority of the Board of Directors and approved by a two third (2/3) vote of all Members, subject to the following restrictions:

1. So long as Declarant is a Member, each amendment of these Bylaws must be first approved in writing by the Declarant.

2. No amendment of these Articles shall be effective which impairs or dilutes any right or title of a Member vested in him under a deed or other recorded instrument applicable to the Lot owned by such Member unless made in accordance with provisions of such deed of instrument.

3. No amendment shall conflict with the Declaration or the Articles of Incorporation of the Association.

THE FOREGOING WERE DULY APPROVED AS THE BYLAWS OF GRANDE OAK MASTER PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AT THE FIRST MEETING OF THE BOARD OF DIRECTORS.

Renee Tolson, as Secretary

Revised GT: August 9, 2000

OR BK 03321 PG 2944

CONSENT OF MORTGAGEE TO DECLARATION

First Union National Bank, hereinafter referred to as "Mortgagee", being the owner and holder of a certain Mortgage recorded in Official Records Book 3244, at Page 3272, of the Public Records of Lee County, Florida, which Mortgage encumbers the real property and improvements described in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for Grande Oak ("Declaration"), does hereby consent to the submission of said real property and improvements thereon to the terms and provisions of the Declaration.

THIS CONSENT shall be binding upon Mortgagee, its successors and assigns.

IN WITNESS WHEREOF, Mortgagee, has caused this instrument to be executed in its name and seal affixed on this 25th day of September, 2000.

Signed, sealed and delivered
in the presence of:

Janice Chong
Print Name: JANICE CHONG

Pamela Harris
Print Name: PAMELA HARRIS

Mortgagee:
First Union National Bank

By: _____
Name: THOMAS J. JAKSICH
Title: SENIOR VICE PRESIDENT

State of Florida)
) ss:
County of Orange)

The foregoing instrument was acknowledged before me this 25th day of September, 2000, by Thomas J. Jaksich as Senior Vice President, on behalf of First Union National Bank. He/She is (✓) personally known to me or ( ) has produced n/a as identification.

Witness my hand and official seal in the County and state aforesaid this 25th day of September, 2000.

Linda M. Weber
Notary Public, State of Florida

My commission expires:

LINDA M. WEBER
MY COMMISSION # CC 624724
EXPIRES: April 8, 2001
Bonded Thru Notary Public Underwriters

OR BK 03321 PG 2945