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DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

FOR

TERRAWALK

Instrument prepared by and after recording return to:

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TABLE OF CONTENTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

TERRAWALK

PAGE NO.

1. DEFINITIONS 2
   - 1.1 Architectural Reviewer 2
   - 1.2 Assessment 3
   - 1.3 Association 3
   - 1.4 Board of Directors 3
   - 1.5 Builder 3
   - 1.6 Common Area 3
   - 1.7 Common Expenses 3
   - 1.8 Community 3
   - 1.9 Developer 3
   - 1.10 Declaration 3
   - 1.11 Family or Single Family 3
   - 1.12 Governing Documents 3
   - 1.13 Guest 4
   - 1.14 Institutional Mortgagee 4
   - 1.15 Lease 4
   - 1.16 Member 4
   - 1.17 Neighborhood 4
   - 1.17.1 Neighborhood Association 4
   - 1.17.2 Neighborhood Assessments 4
   - 1.17.3 Neighborhood Common Area 4
   - 1.17.4 Neighborhood Documents 5
   - 1.17.5 Neighborhood Expenses 5
   - 1.18 Owner 5
   - 1.19 Parcel 5
   - 1.20 Primary Occupants 5
   - 1.21 Rules and Regulations 5
   - 1.22 Tenant 5
   - 1.23 Turnover Date 5
   - 1.24 Unit 5
   - 1.25 Water Management System 6

2. BABCOCK RANCH AND MASTER ASSOCIATION; BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT; GREEN BUILDING PRACTICES; ENVIRONMENTAL STEWARDSHIP FEE; PULTE AND LOGO(S); SURROUNDING AREAS; TEMPORARY AND PERMANENT SECONDARY

ACCESS; AND WILDLIFE 6
2.1 Babcock Ranch and Master Association 6
2.2 Babcock Ranch Community Independent Special District 6
2.3 Green Building Practices 7
2.4 Environmental Stewardship Fee 7
2.5 Pulte, TerraWalk and Logo(s) 7
2.6 Surrounding Areas 7
2.7 Wildlife 7
2.8 Temporary and Permanent Secondary Access 7

3. ASSOCIATION: MEMBERSHIP: VOTING RIGHTS 8
3.1 Articles of Incorporation 8
3.2 Bylaws 8
3.3 Delegation of Management 8
3.4 Membership 8
3.5 Voting Interests 8
3.6 Approval or Disapproval of Matters 9
3.7 Change of Membership 9
3.8 Termination of Membership 9
3.9 Association As Owner of Parcels 9
3.10 Membership Roster 9
3.11 Limitation on Liability 9
3.12 Board of Directors 9
3.13 Powers and Duties 9

4. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS AND CHARGES 10
4.1 Creation of Lien and Personal Obligation for Assessments and Charges 10
4.2 Share of Assessments 11
4.3 Developer Subsidy 11
4.4 Establishment of Liens 12
4.5 Priority of Liens 13
4.6 Collection of Assessments and Charges 13
4.7 Certificate 14
4.8 Neighborhood Assessments 14
4.9 Initial Contributions 14
4.10 Resale Assessments 14
4.11 One-Time Payment 15
4.12 Food and Beverage Minimum Assessment 15
4.13 Enforcement Against Tenants 15

5. ARCHITECTURAL AND AESTHETIC CONTROL 16
5.1 Necessity of Architectural Review and Approval 16
5.2 Architectural Review 16
5.3 Powers and Duties of Architectural Reviewer 17
5.4 Architectural Control by Developer 18
5.5 Garages 18

5.6 Encroachments Into Lake Maintenance Easements Prohibited 18
5.7 Developer and Builder Construction 19
5.8 Prohibition on Grading Modifications and Impairment of Drainage 19
5.9 Other Approvals Required 19
5.10 No Waiver of Future Approvals 19

6. PROPERTY RIGHTS: EASEMENTS 19
6.1 Use of Common Area 19
6.2 Easements 21
6.3 Partition; Separation of Interest 21
6.4 Construction; Maintenance 21

7. MAINTENANCE OF COMMON AREA, PARCELS AND UNITS 22
7.1 Association Maintenance 22
7.2 Owner Maintenance 22
7.2.1 Villa Units 22
7.2.1.1 Utility Easements 23
7.2.1.2 Party Walls 23
7.2.1.3 Roof 23
7.2.1.4 Casualty Damage 23
7.2.1.5 Maintenance Repair and Replacement of the Exterior of the Villa Unit and Shared Roofing 23
7.2.1.6 Casualty Insurance 24
7.2.1.7 Party Fences 24
7.3 Alterations and Additions to Common Area 24
7.4 Enforcement of Maintenance 25
7.5 Negligence: Damage Caused by Condition in Unit 25
7.6 Developer's Lien 25
7.7 Water Management System 25

8. INSURANCE 26

9. USE RESTRICTIONS 26
9.1 Residential Purposes 26
9.2 Signs 27
9.3 Nuisance 27
9.4 Underground Utility Lines and Services 27
9.5 Common Area 27
9.6 Pets and Animals 28
9.7 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers 28
9.8 Exterior Colors 29
9.9 Landscaping 29
9.10 Driveways and Parking Areas 29
9.11 Antennas and Flagpoles 29

9.12 Outdoor Equipment 29
9.13 Air Conditioning and Heating Equipment 29
9.14 Solar Collectors 29
9.15 Walls, Fences, Window Coverings, Play Equipment and Hurricane Shutters 29
9.16 Lighting 29
9.17 Developer 30
9.18 Clothes Drying Area/Clotheslines 30
9.19 Pools 30
9.20 Subdivision of Parcels 30
9.21 Hurricane Season 30
9.22 Drones and Other Aerial Devices 30
9.23 Oil, Gas and Mineral Rights 30
9.24 Developer Exemption 30
9.25 Additional Restrictions; Exhibits 30

10. DEVELOPER'S AND ASSOCIATION'S EXCULPATION 30

11. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS 30
11.1 Legal Action 31
11.2 Entry by Association and/or the Developer 31
11.3 Fines 31
11.4 Alternative Method for Resolving Disputes with the Developer and Developer Appointees 31
11.5 Alternative Method for Resolving Disputes Pursuant to the Master Charter 33

12. LEASING, CONVEYANCE, DISPOSITION 33
12.1 Transfers and Leases 33
12.2 Procedures 33
12.3 Leasing 34
12.4 Exceptions With Respect to the Developer and Institutional Mortgagees 35
12.5 Unapproved Leases 35

13. DEVELOPER'S AND BUILDER'S RIGHTS AND DUTIES 35
13.1 Developer's and Builders' Use 35
13.2 Assignment of Development Rights 35

14. DURATION OF COVENANTS: AMENDMENT OF DECLARATION 35
14.1 Duration of Covenants 36
14.2 Proposal 36
14.3 Vote Required 36
14.4 Certificate; Recording 37
14.5 Limitation on Amendments to Governing Documents 37
14.6 Developer Amendment of Documents 37

15. TURNOVER 37

16. GENERAL PROVISIONS 38
16.1 Waiver 38
16.2 Severability 38
16.3 Headings 38
16.4 Notices 38
16.5 Interpretation 38

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

TERRAWALK

PULTE HOME COMPANY, LLC, a Michigan limited liability company, the present fee title owner of the property legally described in Exhibit "A-1" attached hereto, hereinafter called "Developer," to its grantees, successors and assigns and all future owners of Parcels, hereby makes the following Declaration of Covenants, Conditions and Restrictions.

It is the intent of the Developer to ultimately develop the real property described in Exhibit "A" as a planned unit development named "TerraWalk" consisting of up to 1,000 residential dwellings. Upon recording this Declaration, the Developer hereby submits the real property described in Exhibit "A-1" ("Phase 1 Property") to the terms and conditions of this Declaration.

The Developer reserves the right to record one or several amendment(s) or supplement(s) to this Declaration in order to submit all or portions of the real property described in Exhibit "A-2" ("Phase 2 Property") to the terms of this Declaration, with the consent of the owner of the Phase 2 Property. The Developer may ultimately submit all of the Phase 2 Property in several phases. In addition, the "Founder" as defined in the "Master Charter" referenced in Section 2 hereof shall have such right, subject to the terms of any agreement between the Developer and the Founder.

If the Phase 2 Property is submitted to the terms of this Declaration, all future Owners and occupants of residential dwellings in the Phase 2 Property shall have the same rights to access and use the Common Area (including recreational facilities) contained within the Phase 1 Property built by Developer, which are intended for use by all residential dwellings within the real property legally described in Exhibit "A". The Founder shall not have any successor Developer liability for any improvements in the Phase 1 Property not constructed by Founder and/or its successors and/or assigns, nor for the operation and management of the Association prior to the Turnover Date.

Notwithstanding anything to the contrary set forth above in this introduction to this Declaration, the Developer or the Founder, subject to the terms of any agreement between the Developer and the Founder, shall have the right to not submit the Phase 2 Property to this Declaration, but rather, to grant the owners of residential dwellings in the Phase 2 Property, the same rights to access and use the Common Area (including recreational facilities), all upon such terms as the Developer and the Founder may impose in an agreement recorded in the Public Records of Lee County, Florida, with the consent of the owner of the Phase 2 Property. Unless previously provided by plat dedication, such agreement shall include a grant of easements for access, directional signage, utilities, and/or drainage, to be located within existing easements created for such purposes, as are reasonably necessary so that the Phase 2 Property can be developed by the Founder (and/or the Founder's successors and assigns); any easements so granted shall be in form and substance agreeable to the Developer and the Founder and shall have no material and adverse impact on the Phase 1 Property.

Subject to such approval as required in the introductory paragraph of Section 14, the Developer reserves the right to amend this Declaration in order to remove real property that it owns from the terms of this Declaration, provided that it shall not have the authority to remove Common Area that has been improved by a structure intended for recreational purposes. In the event the Developer removes real property from the terms of this Declaration ("Removed Property"), the Developer hereby reserves the

right, on behalf of its successors and assigns, to grant the owners of residential dwellings in the real property that has been submitted to and/or removed from the terms of this Declaration, use and easement rights to all or portions of the Removed Property and/or the Common Area, all upon such terms as the Developer may impose in an agreement recorded in the Public Records of Lee County, Florida.

This Declaration and the remaining Governing Documents shall not encumber the Phase 2 Property (or any portion thereof), unless and until the Developer or Founder records an amendment or supplement to this Declaration submitting the Phase 2 Property (or any portion thereof) to this Declaration. The amendment or supplement shall provide that the Developer or Founder is amending or supplementing the Declaration in order to submit the Phase 2 Property (or portion thereof) to the terms and conditions of this Declaration and the legal description shall be attached to such instrument.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the residential dwellings constituting such development, the Developer hereby declares that all of the real property described in Exhibit "A-1" attached hereto, and any additional property hereafter submitted to this Declaration by amendment or supplement (collectively, the "Community") and each part thereof shall be developed as a planned unit development and shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof, the Declarant, the Founder, the Master Association and the Association.

Although the Community is anticipated to have up to 1,000 residential dwellings, the Developer makes no representation or warranty regarding the timing of or guarantees the construction of residential dwellings or the number or types of residential dwellings which will ultimately be constructed. From time to time, the Developer and others may present to the public certain renderings, plans and models showing possible future development of the Community and surrounding areas. The Developer does not represent or warrant in any way that future improvements in the Community and surrounding areas will be actually developed or developed in accordance with such renderings, plans and models. The Developer is not the developer of Babcock Ranch, including Babcock Ranch Residential Properties. The Developer reserves the right to seek approval from applicable zoning and regulatory authorities to increase the number of residential dwellings that may be constructed in the Community and therefore the number of Parcels that may be subjected to this Declaration. Accordingly, the Developer reserves the right to subject additional real property to this Declaration that is not legally described in Exhibit "A." If the Developer adds and subjects real property that is not described in Exhibit "A" or obtains approval from zoning and regulatory authorities to increase the maximum number of Parcels that may be conveyed, the Turnover Date set forth in Section 15 below shall be extended. Notwithstanding anything to the contrary contained in this paragraph or elsewhere in this Declaration, the Developer shall not take any action described in this paragraph without the written consent and joinder of the "Founder" during the Development and Sale Period, (as defined in the Master Charter, as referenced in Section 2 below and the Master Association thereafter).

1. **DEFINITIONS.** The terms used in this Declaration and its recorded exhibits shall have the definitions set forth in Chapter 720, Florida Statutes (2022) (the "Act"), unless otherwise defined below or elsewhere first used (it being the intent hereof that future amendments to the Act not be retroactively applied to impair substantive rights of the Developer set forth herein):

1.1 "Architectural Reviewer" means and refers to the entity responsible for review and approval of construction and alterations to improvements, as more particularly described in Section 5 herein.

1.2 "Assessment" shall have the meaning set forth in Section 720.301 of the Act.

1.3 "Association" shall mean and refer to TerraWalk Homeowners Association, Inc., a Florida corporation not for profit. The Association is an "Additional Association," as defined in the Master Charter.

1.4 "Board of Directors" means and refers to the Board of Directors of the Association.

1.5 "Builder" means and refers to a builder, contractor or other person who purchases one (1) or more Parcels from the Developer or a Builder to construct improvements thereon for resale. There may be more than one (1) Builder in the Community.

1.6 "Common Area" means and refers to all real property which is now or hereafter owned or leased by the Association or dedicated for use or maintenance by the Association or its Members, including, regardless of whether title has been conveyed to the Association: real property the use of which is dedicated to the Association or its Members by a recorded plat; or real property committed by this Declaration to be leased or conveyed to the Association.

1.7 "Common Expenses" means and refers to all expenses properly incurred by the Association in the performance of its duties.

1.8 "Community" means and refers to all real property which is subject to this Declaration and includes both Common Area and Parcels. The Community is also referred to herein as "TerraWalk".

1.9 "Developer" means and refers to Pulte Home Company, LLC, a Michigan limited liability company. Any or all of the Developer's rights and obligations may be assigned, in whole or in part, from time to time, to other parties. Whenever such term is used in the Governing Documents, it shall always be deemed to include any successor in interest to all of the Developer's development rights and obligations, provided that such is evidenced by a written instrument and recorded in the Public Records of Lee County, Florida. The Developer may allow other parties to exercise, on a one-time or limited basis, any Developer rights without transferring or relinquishing all of such rights, and in such case, a recorded instrument shall not be required and such party shall not be deemed the Developer. The Developer shall not be liable for acts or omissions made by or on behalf of a successor Developer. It is the intent hereof that the term "Developer" shall only refer to Pulte Home Company, LLC or one who has received an assignment of all of the Developer's rights under this Declaration by the preceding Developer.

1.10 "Declaration" means and refers to this Declaration of Covenants, Conditions and Restrictions, and any amendments hereto.

1.11 "Family" or "Single Family" shall refer to one (1) natural person (as opposed to an artificial entity); or a group of two (2) or more natural persons living together each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than two (2) persons not so related, who reside together as a single housekeeping unit, along with their children, if any.

1.12 "Governing Documents" means and refers to this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations, Architectural Review Guidelines and the Resolutions of the Association, all as amended from time to time. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.

1.13 "Guest" means any person physically present in, or occupying a Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration, or using the Common Area at the invitation of an Owner or other legally permitted occupant.

1.14 "Institutional Mortgagee" means the mortgagee or assignee of a first mortgage against a Parcel, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit-sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Parcel or Unit which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a mortgage held by an Institutional Mortgagee encumbering a Unit.

1.15 "Lease" means the grant by an Owner of a temporary right to occupy the Owner's Unit for valuable consideration, including a grant of a license via Airbnb, house swap, barter, business "perk" or similar arrangement that involves consideration other than rent.

1.16 "Member" means and refers to all persons who are members of the Association as provided in the Governing Documents.

1.17 "Neighborhood" means and refers to each separately developed residential area, which is denominated by the Developer as a Neighborhood, and which is comprised of one (1) or more housing types subject to this Declaration, in which owners may have common interests other than those common to all Members, such as a common theme, entry feature, development name, and common areas or facilities which are not available for use by all Members. For example, and by way of illustration and not limitation, an attached home residential area, a zero-lot-line single family home residential area, and a single family home residential area may constitute separate Neighborhoods, or may be combined to form a single Neighborhood. In addition, each property developed as a Neighborhood may be subject to division into more than one (1) Neighborhood upon development. Neighborhoods may be combined or divided as provided in this Declaration. The Developer shall not have any obligation to create Neighborhoods, Neighborhood Associations, Neighborhood Common Area and Neighborhood Documents. Unless the Developer creates Neighborhood(s), there shall not be any Neighborhood Expenses and Neighborhood Assessments.

1.17.1 "Neighborhood Association" shall mean the entity, if any, created for the benefit of Owners within a specific Neighborhood.

1.17.2 "Neighborhood Assessments" shall mean Assessments for Neighborhood Expenses provided for in this Declaration, as amended from time to time, which shall be used for the benefit of the Owners and occupants of the Parcels against which the specific Neighborhood Assessment is levied, and to maintain the properties within a specific Neighborhood. Neighborhood Assessments, if any, shall be assessed solely against the Owners in a particular Neighborhood.

1.17.3 "Neighborhood Common Area" shall mean all real property including any improvements and fixtures thereon, owned, leased or dedicated for use or maintenance by a Neighborhood Association for the common use and enjoyment of its members, if any. If a Neighborhood is a condominium, the term shall refer to the common elements of the condominium and the real property owned by the condominium association.

1.17.4 "Neighborhood Documents" shall mean and refer to the Declaration of Covenants or Declaration of Condominium for a Neighborhood and the Articles of Incorporation, Bylaws, Rules and Regulations and resolutions of a Neighborhood Association, if any. The provisions of the Neighborhood Documents shall be cumulative with the provisions of the Governing Documents; however, in the event of conflict between or among the provisions of the Neighborhood Documents and the Governing Documents, the latter shall be superior to the Neighborhood Documents. The foregoing priorities shall not prevent enforcement by a Neighborhood Association of provisions of the Neighborhood Documents that are stricter than those of the Governing Documents.

1.17.5 "Neighborhood Expenses" shall mean all expenses properly incurred by the Association for a particular Neighborhood, if any.

1.18 "Owner" means and refers to any person or persons, entity or entities, who is or are the record owner(s) of the fee simple title to any Parcel in the Community. As provided in Section 1.19 below, the term "Parcel", as used herein, has the same meaning as the term "Unit", as such term is defined in the Master Charter. The Owner of a Villa Unit is referred to herein as a "Villa Owner" in the context of provisions herein which specifically address the rights and obligations of Villa Owners, as opposed to Owners generally.

1.19 "Parcel" means any platted lot within the Community which has been subjected to this Declaration and all improvements thereon. Wherever herein the term "Parcel" is used in this Declaration, it shall be interpreted as if followed by the words "and Unit constructed thereon" except where the context clearly requires otherwise. The term "Parcel", as used herein, has the same meaning as the term "Unit", as such term is defined in the Master Charter. The term "Villa Parcel" is used herein in the context of provisions that relate specifically to Parcels upon which a Villa Unit is constructed, as opposed to Parcels generally.

1.20 "Primary Occupants" means the two (2) natural persons approved for occupancy, together with their Family, in accordance with Section 12 herein.

1.21 "Rules and Regulations" means and refers to the rules and regulations adopted, amended and rescinded from time to time by the Board of Directors. There are no Rules and Regulations as of the date this Declaration is recorded in the Public Records of Lee County, Florida.

1.22 "Tenant" means and refers to one who leases or rents from an Owner and holds temporary possession of a Unit.

1.23 "Turnover Date" shall mean the date upon which control of a majority of the seats on the Board of Directors is transferred to the Members other than the Developer as described in Section 15 herein. "Turnover" shall mean and refer to the process by which the Developer transfers control of the Board of Directors to the Members other than the Developer and transfers physical possession or control of those records set forth in Section 720.307 of the Act. "Turnover Meeting" shall mean the meeting of the Members on the Turnover Date at which the Turnover is completed. The term "Members other than the Developer" does not include Builders.

1.24 "Unit" means and refers to any or all the residences which will be constructed on the Parcels, each intended for use and occupancy as a single-family residence including attached Units that are not condominium units ("Villa Units"). The term "Villa Unit(s)" is used herein in the context of provisions that relate specifically to Unit(s) that are villa(s), as opposed to Unit(s) generally.

1.25 "Water Management System" has the meaning set forth in Section 9.2(h) of the Master Charter.

2. BABCOCK RANCH AND MASTER ASSOCIATION; BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT; GREEN BUILDING PRACTICES; ENVIRONMENTAL STEWARDSHIP FEE; PULTE AND LOGO(S); SURROUNDING AREAS; TEMPORARY AND PERMANENT SECONDARY ACCESS; AND WILDLIFE.

2.1 Babcock Ranch and Master Association. The Community is located within "Babcock Ranch Residential Properties", a portion of the planned, phased Development of Regional Impact known as "Babcock Ranch", consisting of residential, commercial and other uses. The Community is subject to the "Master Documents", including the Second Amended and Restated Charter for Babcock Ranch Residential Properties recorded in the Public Records of Charlotte County, Florida in O.R. Book 4966, Page 1167 et. seq., as Instrument No. 3089149, and in the Public Records of Lee County, Florida at Instrument No. 2022000129701, as amended and supplemented (the "Master Charter"), and thereafter, Babcock Ranch Residential Association, Inc., its successors or assigns (the "Master Association"), and all exhibits, supplements and amendments thereto, including the Master Association's Articles of Incorporation and Bylaws, any Supplements, Rules and Regulations, Design Guidelines and Board Resolutions, all as amended from time to time (collectively, the "Master Documents"). "Master Association" means Babcock Ranch Residential Association, Inc., a not-for-profit homeowners' association responsible for the operation of Babcock Ranch Residential Properties.

Each Owner becomes a member of the Master Association.

As set forth more fully in the Master Documents, each Owner is obligated to pay Master Association assessments, charges and fees.

The provisions of the Governing Documents shall be cumulative with the provisions of the Master Documents. The Association has the authority to enforce provisions of the Governing Documents that are stricter than those of the Master Documents.

As used herein, the term "Founder" shall refer to the "Founder" under the Master Charter, as it may change from time to time.

2.2 Babcock Ranch Community Independent Special District. Babcock Ranch is located within the jurisdiction of Babcock Ranch Community Independent Special District ("District"). The District was created pursuant to Chapter 2017-306, Laws of Florida. The District is governed by a Board of Supervisors. The Board of Supervisors is independent from the Board of Directors of the Association and the board of directors of the Master Association. The District may impose and levy taxes or assessments, or both taxes and assessments on Parcels. The taxes and assessments pay the construction, operation and maintenance costs of certain public facilities and services of the District and are set annually by the Board of Supervisors. These taxes and assessments are in addition to Lee County and other governmental taxes and assessments, and all other taxes and assessments provided for by law. The District has the power to issue any types of bonds permitted by Florida law and its state created charter.

The Association shall have the power, and is hereby authorized, to contract with and to cooperate with the District in order to determine that their respective responsibilities are discharged.

2.3 Green Building Practices. The Community is subject to the "Green Building Practices" set forth in the Master Charter.

2.4 Environmental Stewardship Fee. All "Improved Units" (as defined in the Master Charter) shall pay the Master Association an "Environmental Stewardship Fee" in an amount determined by the Master Association's Board of Directors from time to time.

2.5 "Pulte", "TerraWalk" and Logo(s). No person shall use the terms "Pulte", "TerraWalk" any derivative thereof or any "Pulte" or "TerraWalk" logos in any printed or promotional material without the prior written consent of the Developer. However, Members, realtors and other persons may use the term "TerraWalk" in printed or promotional matter where such term is used solely to specify that a particular Parcel is located within TerraWalk. The Association shall be entitled to use the term "TerraWalk" in its name.

2.6 Surrounding Areas. THE DEVELOPER MAKES NO REPRESENTATIONS, WHATSOEVER, WITH REGARD TO THE CURRENT OR FUTURE DEVELOPMENT OR USE OF ANY OF THE SURROUNDING PROPERTIES OR WHAT MIGHT EVENTUALLY BE CONSTRUCTED UPON ANY OF THE SURROUNDING PROPERTIES, IF ANYTHING. THE CURRENT ZONING DESIGNATIONS OF ALL SURROUNDING PROPERTIES CAN BE RESEARCHED AT THE PLANNING AND ZONING OFFICES. IF THE CURRENT AND/OR POTENTIAL FUTURE DEVELOPMENT AND/OR USES OF THESE PROPERTIES ARE IMPORTANT TO A BUYER'S DECISION TO PURCHASE A UNIT IN THE COMMUNITY, THE BUYER SHOULD PERFORM AN INDEPENDENT INVESTIGATION. BUYERS ACKNOWLEDGE AND AGREE THAT THE DEVELOPER SHALL HAVE NO OBLIGATION OR LIABILITY TO BUYERS AS TO THE CURRENT OR FUTURE DEVELOPMENT OR USE OF ANY OF THE SURROUNDING PROPERTIES.

2.7 Wildlife. BY ACCEPTANCE OF A DEED, ALL BUYERS/OWNERS ACKNOWLEDGE THAT AREAS OF THE COMMUNITY OR PROPERTY IN THE PROXIMITY OF THE COMMUNITY MAY CONTAIN WILDLIFE INCLUDING, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, BOBCATS, PANTHERS, OPOSSUMS, ARMADILLOS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, BEARS, BIRDS OF PREY, RODENTS, FOXES, ETC. THE DEVELOPER AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING OR CONTROLLING SUCH WILDLIFE OR NOTIFYING BUYERS/OWNERS OR PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER, TENANT, ALL OTHER OCCUPANTS OF HOMES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY AND TO BE AWARE OF THEIR SURROUNDINGS.

2.8 Temporary and Permanent Secondary Access. Pursuant to that certain Temporary Construction and Access Easement Agreement recorded in Instrument #2022000393611, Public Records of Lee County, Florida, the Founder granted to the Developer, and its successors and assigns and "Authorized Users" (as such term is defined in the Temporary Construction and Access Easement), a temporary non-exclusive and appurtenant easement for the purposes of (i) constructing the "Access Road" and "Utility Lines" within the "Access Easement Property" (as such terms are defined in the Temporary Construction and Access Easement), and (ii) access, ingress and egress over, across and through the Access Easement Property for pedestrian and vehicular ingress and egress to and from public roadways and the Phase 1 Property, as well as the right to access and connect to the Utility Lines and related services within the Access Easement Property. The Association, as assignee of the Developer pursuant to the Temporary Construction and Access Easement Agreement, is obligated to reimburse the Babcock Ranch Commercial Association, Inc. ("BRCA") for all costs it incurs to maintain, repair and

replace the Access Road and Utility Lines within the Access Easement Property. The Association shall be obligated to enter into an agreement with BRCA to reflect such obligation. Each Owner shall be liable to the BRCA for any damage caused to the Access Easement Property by such Owner or member of his or her household in the Community. The Access Road is temporary in nature and may be terminated and/or vacated once the "SR31Access Road" is completed and "Terminating Event" has occurred (as such terms are defined in the Temporary Construction and Access Easement). Upon the occurrence of the Terminating Event, use of the Access Road shall no longer be available for use by the Authorized Users. Founder is responsible, at its expense and on a timeline as determined by Founder, to design, permit and construct a portion of roadway referred to as "Road Segment C" (also referred to in the Temporary Construction and Access Easement Agreement as the "SR31 Access Road"), which will connect the entry of the Community to the eastern right of way line of the future re-aligned State Road 31, to be located to the west of the Community. From the time that Road Segment C is completed and available for use until issuance of a permit for vertical construction within the commercial parcel located north of Road Segment C between the Community and SR 31 (the "Commercial Parcel"), the Association shall pay to Founder or the BRCA, as applicable, an amount equal to 50% of any and all costs incurred by Founder or the BRCA for maintenance and repair of Road Segment C. Founder has agreed that the conveyance to the BRCA of Road Segment C is to occur promptly following the issuance of a permit for any vertical construction within the Commercial Parcel.

3. ASSOCIATION: MEMBERSHIP: VOTING RIGHTS. The administration, management and ownership of the Common Area shall be by the Association, which shall perform its functions pursuant to the following:

3.1 Articles of Incorporation. A copy of the Articles of Incorporation is attached as Exhibit "B."

3.2 Bylaws. A copy of the Bylaws is attached as Exhibit "C."

3.3 Delegation of Management. The Association may contract for the management and maintenance of the Community and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Area, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents.

3.4 Membership. Every person or entity who is an Owner shall be a Member, except that if a Parcel is subject to an agreement for deed, the purchaser in possession shall be considered the Owner for purposes of determining voting and use rights.

(A) Class "A." Class "A" Members shall be the Owners, with the exception of the Class "B" Member. Class "A" Membership shall become effective upon the recording of a deed or other instrument evidencing legal title to the Parcel in the Public Records of Lee County, Florida.

(B) Class "B." The Class "B" Member shall be the Developer.

Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which Membership is based.

3.5 Voting Interests. In accordance with Section 720.301(13) of the Act, the term "Voting Interest" means the voting rights distributed to the Members pursuant to the Governing Documents. The Class "A" Members of the Association are entitled to one (1) vote for each Parcel they own. The total

number of Class "A" votes shall not exceed the total number of Parcels subject to this Declaration. The vote of a Parcel is not divisible. If a Parcel is owned by one (1) natural person, his right to vote shall be established by the record title. If a Parcel is owned jointly by two (2) or more natural persons who are not acting as trustees, that Parcel's vote may be cast by any one (1) of the record Owners. If two (2) or more Owners of a Parcel do not agree among themselves how their one (1) vote shall be cast, that vote shall not be counted for any purpose. If the Owner is a corporation, partnership, limited liability company, trust, trustee or other entity other than a natural person, the vote of that Parcel shall be cast by any officer, director, partner, manager, managing member or trustee, as the case may be. The Class "B" Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Members plus one (1) vote; provided that subsequent to the Turnover Date, the Class "B" Member shall be entitled to one (1) vote for each Parcel it owns.

3.6 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting, as stated in Section 3.5 above, unless the joinder of all Owners is specifically required.

3.7 Change of Membership. Upon transfer of record title to a Parcel to a new Owner, the membership of the prior Owner shall automatically terminate.

3.8 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3.9 Association as Owner of Parcels. The Association has the power to purchase Parcels and Units, and to acquire and hold, lease, mortgage, and convey them, by act of a majority of the Board of Directors.

3.10 Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners and Primary Occupants. A copy of the up to date roster shall be available to any Owner upon request, subject to the exclusion of information that is protected from disclosure pursuant to the Act.

3.11 Limitation on Liability. Notwithstanding the duty of the Association to maintain and repair the Common Area, the Association shall not be liable to Owners for property damage other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Owners or other persons.

3.12 Board of Directors. Except as otherwise provided by law or by the Governing Documents, the Association shall act through its Board of Directors and its officers, and no vote of the Members shall be required. The Officers and Directors of the Association have a fiduciary relationship to the Members. An Owner does not have the authority to act for the Association by virtue of being an Owner.

3.13 Powers and Duties. The powers and duties of the Association include those set forth in the Governing Documents.

4. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS AND CHARGES.

4.1 Creation of Lien and Personal Obligation for Assessments and Charges. Subject to the limitations on Assessment liability set forth elsewhere in this Declaration, the Developer for each Parcel within the Community, hereby covenants, and each subsequent Owner of any Parcel (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, as applicable:

(A) the Parcel's equal pro rata share of annual Assessments based on the annual budget adopted by the Association (other than Landscaping Assessments, as described below, which shall be shared on an equal pro rata basis solely by the Owners of Parcels of the same width, and Neighborhood Assessments, if any, which shall be shared on an equal pro rata basis solely by the Owners in a particular Neighborhood, as set forth below). With respect to annual Assessments and special Assessments, the term "equal pro rata share" shall be determined by a fraction, the numerator of which is 1 and the denominator of which is 1,000, unless the Developer or the Founder (subject to any obligation to obtain the consent of the other party) records an amendment to this Declaration changing the "buildout" number of Parcels to either less than or more than 1,000 Parcels, in which case the denominator shall be the number of Parcels specified in the amendment. However, in no event shall the amendment establish a new denominator that is less than the number of Parcels which have been subjected to this Declaration at the time such amendment is recorded in the Public Records of Charlotte County, Florida;

(B) the Parcel's equal pro rata share of special Assessments for Association expenditures not provided for by annual Assessments (other than special Landscaping Assessments, which shall be shared on an equal pro rata basis solely by the Owners of Parcels of the same width, and Neighborhood Assessments, if any, which shall be shared on an equal pro rata basis solely by the Owners in a particular Neighborhood, as set forth below,);

(C) Neighborhood Assessments, if any (which shall be shared as set forth in Section 4.8 below);

(D) any charges applicable to such Owner's Parcel which this Declaration or the Bylaws specifically authorize to be assessed against less than all Parcels;

(E) initial contributions, as authorized pursuant to Section 4.9 below and as determined by the Developer. Initial contributions are not Assessments;

(F) resale assessments, as authorized pursuant to Section 4.10 below ("Resale Assessments").

(G) Assessments for the costs of the Association maintaining, repairing and replacing lawns and landscaping (including irrigation equipment), as set forth in Section 7.1 below ("Landscaping Assessments"). If Parcels have different widths, Landscaping Assessments shall vary by amount based upon the respective widths. Landscaping Assessments shall be considered Assessments, except that Landscaping Assessments shall: vary by amount based upon the widths of Parcels; and will be shared solely by the Owners of Parcels containing a Unit for which a final certificate of occupancy has been issued. However, non-material differences in the width of Parcels shall not result in different Landscaping Assessments between Parcels.

(H) Assessments levied solely against Villa Parcels and Villa Owners ("Villa Assessments"), including:

(1) each Villa Parcel's equal pro rata share of annual Villa Assessments based on the annual budget adopted by the Association; and

(2) each Villa Parcel's equal pro rata share of special assessments for Association expenditures relating solely to Villa Parcels not provided for by annual Villa Assessments.

Villa Parcels, Villa Owners and purchasers of Villa Parcels are also subject to all Assessments, charges, initial contributions and Resale Assessments that are applicable to Parcels, Owners and purchasers generally, as described in this Section 4 and elsewhere in the Governing Documents.

(I) A Food and Beverage Minimum Assessment, as authorized pursuant to Section 4.12 below.

Assessments and charges shall be established and collected as provided herein and in the Bylaws. The Assessments and charges, together with interest, costs, and reasonable attorney's fees shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid Assessments and charges coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee. Except as provided elsewhere in this Declaration as to the Developer, Builders and first mortgagees (or their successors or assignees as a subsequent holder of the first mortgage), no Owner may be excused from the payment of Assessments unless all Owners are similarly excused.

4.2 Share of Assessments. Except as otherwise provided as to the Developer and first mortgagees (or their successors or assignees as a subsequent holder of the first mortgage) or as otherwise provided pursuant to this Declaration, each Parcel (and the Owner thereof) which has been submitted to the terms of this Declaration and which contains a Unit for which a final certificate of occupancy has been issued, shall be liable for its pro rata share of Assessments properly levied against such Parcel and its Owner. A Parcel which has been submitted to the terms of this Declaration containing land or improvements for which a final certificate of occupancy has not been issued, shall pay annual Assessments and special Assessments equal to five (5) percent (5%) of the annual Assessments and special Assessments levied against all Parcels containing a Unit for which a final certificate of occupancy has been issued, but shall not be obligated to pay any Landscaping Assessments and Food and Beverage Assessments. All Common Area, and any property dedicated to and accepted by any governmental authority, taxing district, SFWMD or public or private utility, and any property owned by the Master Association, shall be exempt from payment of Assessments and charges.

4.3 Developer Subsidy. Notwithstanding anything to the contrary contained in this Declaration, at any time prior to the Turnover Date the Developer may elect, for each fiscal year or portion thereof, to: (a) pay Assessments on its Parcels that are subject to this Declaration as set forth in Section 4.2 hereof (in which case the amount of Assessments that Developer shall pay for a particular Parcel shall depend on whether the Parcel contains a Unit for which a final certificate of occupancy has been issued); or (b) not pay Assessments on its Parcels that are subject to this Declaration and in lieu thereof, to pay the difference between (i) the lesser of the budgeted or actual expenses incurred by the Association, **BUT NOT ANY CAPITAL IMPROVEMENT COSTS, CONTRIBUTIONS TO RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE, AS WELL AS ANY OTHER RESERVES THAT THE ASSOCIATION OR THE DEVELOPER MAY BE REQUIRED TO FUND PURSUANT TO ANY STATE, MUNICIPAL, COUNTY OR OTHER GOVERNMENTAL STATUTE OR ORDINANCE, SPECIAL ASSESSMENTS, OPERATING EXPENSES OR ANY OTHER ASSESSMENTS RELATED TO DEVELOPER'S PARCELS**; and (ii) the amount of revenues earned (either received or receivable) from all sources

(including, without limitation, Assessments, Resale Assessments, initial contributions, interest, late charges, fines, charges and other income sources and any surplus carried forward from the preceding year(s). The option described in (b) above shall be referred to herein as the "Developer Subsidy." Any amounts paid by the Developer that exceed the Developer Subsidy obligation are referred to herein as "surplus" and shall be considered a loan from the Developer to the Association. Any surplus may either be paid to the Developer after the conclusion of the fiscal year upon demand or carried forward to the next fiscal year. Any surplus remaining at the Turnover Date shall be paid to the Developer upon demand.

The Developer's election to choose the Developer Subsidy option may be evidenced by a notation in the Association's budget for the subsequent fiscal year or portion thereof, or otherwise. If the Developer fails to make an election prior to the beginning of any fiscal year, it shall be deemed to have elected the option chosen in the prior fiscal year unless it subsequently notifies the Association in writing that it wishes to use the alternate option with respect to its Parcels. The Developer's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials or a combination of a cash subsidy and "in kind" contributions. The Developer shall not be obligated to fund the Developer Subsidy until needed by the Association to fund cash expenditures by the Association.

The Developer may (but is not obligated to) loan, advance or otherwise make payments, "in kind" contributions of services or materials (or a combination thereof) to the Association to assist the Association in meeting its financial obligations, in addition to the Developer's obligation to either pay Assessments (to the extent required pursuant to Section 4.2 above) or fund the Developer Subsidy. Notwithstanding anything to the contrary contained in this Declaration, if, prior to the Turnover Date, the Developer loans, advances or otherwise makes payments, "in kind" contributions of services or materials (or a combination thereof) in excess of its Assessment or Developer Subsidy obligations, any such excess sums shall be repaid to the Developer upon demand.

After the Turnover Date, the Developer shall pay Assessments on its Parcels that are subject to this Declaration, but the amount to be paid for a particular Parcel shall be determined by whether the Parcel contains a Unit which has been issued a final certificate of occupancy as of when the particular Assessment becomes due (i.e., as of the commencement of the fiscal year if the Assessment is billed annually, or as of the commencement of the quarter if the Assessment is billed quarterly). As set forth in Section 4.2 above, a Parcel which has been submitted to the terms of this Declaration containing land or improvements for which a final certificate of occupancy has not been issued, shall pay annual Assessments and special Assessments equal to five (5) percent (5%) of the annual Assessments and special Assessments levied against all Parcels containing a Unit for which a final certificate of occupancy has been issued, but shall not be obligated to pay any Landscaping Assessments and Food and Beverage Assessments.

4.4 Establishment of Liens. Any and all Assessments and charges levied by the Association or collected on its behalf in accordance with the provisions of the Governing Documents, together with interest at the highest rate allowed by law, late fees, and costs of collection (including, but not limited to reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Parcel against which such Assessment(s) or charge(s) are made, and shall also be the personal obligation of the Owner of such Parcel. This lien is superior to any homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for Assessments and charges, or release his Parcel from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area, or by abandonment of his Parcel. The continuing lien may be perfected by the Association recording a Claim of Lien in the Public Records of Lee County, Florida, setting forth the description of the Parcel, the name of the Owner, the name and address of the Association and the amount and due date of each unpaid Assessment and charge as of the date the Claim of Lien is

recorded. The Claim of Lien may be executed by either an officer of the Association or its legal counsel. The effectiveness of the Claim of Lien shall relate back to the date this Declaration was recorded in the Public Records of Lee County, Florida. However, with respect to first mortgages of record, the Association's lien is effective from and after recording of a Claim of Lien in the Public Records of Lee County, Florida. A Claim of Lien shall secure payment of all Assessments and charges due at the time of recording (including interest, late fees, costs and attorney's fees as provided above), as well as all Assessments, interest, late fees, costs and attorney's fees coming due subsequently, until the Claim of Lien is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a Satisfaction of Lien.

4.5 Priority of Liens. The foregoing notwithstanding, the Association's lien for unpaid Assessments and charges shall be subordinate and inferior to the lien of all municipal, county, state and federal taxes, assessments and other levies which by law would be superior thereto; the Master Association's continuing lien; and the lien of any recorded first mortgage, unless the Association's Claim of Lien was recorded prior to the first mortgage, but shall be superior to, and take priority over any other mortgage or lien regardless of when recorded. Any Lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the Lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any Assessment and charges coming due after foreclosure or conveyance in lieu of foreclosure. When a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage obtains title to a Parcel as a result of a foreclosure of its first mortgage in which it sues the Owner and initially joins the Association in the mortgage foreclosure action, or obtains title to a Parcel as a result of a deed in lieu of foreclosure, such first mortgagee or its successor or assignee as a subsequent holder of the first mortgage which acquires title shall be liable for unpaid Assessments and charges except as may be limited by the Act as it now exists and as it may be amended from time to time, plus interest, late fees, collection costs and attorneys' fees and costs incurred by the Association. Any Assessments and charges that such first mortgagee or its successor or assignee as a subsequent holder of the first mortgage which acquires title to a Parcel is not obligated to pay the Association pursuant to the Act shall be deemed to be Common Expenses collectible from Owners of all of the Parcels in the Community, including such acquirer, its successors and assigns. However, if the Association's Claim of Lien was recorded prior to the first mortgage, the first mortgagee or its successor or assignee as a subsequent holder of the first mortgage which obtains title shall be liable for all unpaid Assessments and charges plus interest, late fees, collection costs and attorneys' fees.

4.6 Collection of Assessments and Charges. If any Owner fails to pay any Assessment or charge, or installment thereof, within ten (10) days after the due date, the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

(A) To charge interest on such Assessment or charge, from the date it becomes due until paid at the highest rate allowed by law, as well as to impose a late fee not to exceed the greater of Twenty-Five Dollars ($25.00) or five percent (5%) of the amount of each Assessment installment that is paid past the due date. The late fee shall not be considered a fine as provided for in Section 11.3, and the procedural requirements for levying fines set forth therein shall not apply.

(B) To deny Association approval of any proposed Lease of the Owner's Unit.

(C) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Association in the manner set forth in the Act.

(D) To bring an action at law for a money judgment against the Owner without waiving its right to foreclose its lien.

(E) To suspend use rights to the Common Area and other facilities if the Owner is more than ninety (90) days delinquent in paying any fee, fine or other monetary obligation due to the Association

Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent Assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of Chapter 687, Florida Statutes and is not a fine. The foregoing is applicable notwithstanding Section 673.3111, Florida Statutes, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

4.7 Certificate. Within ten (10) business days after receiving a written or electronic request for an estoppel certificate from an Owner or the Owner's designee, or a Parcel mortgagee or the Parcel mortgagee's designee, the Association shall issue the estoppel certificate signed by a Director, authorized agent or authorized representative of the Association, including any authorized agent, authorized representative or employee of a management company authorized to complete the estoppel certificate on behalf of the Board of Directors or the Association. The Association shall otherwise comply with Section 720.30851 of the Act, as amended from time to time. The Association may charge a reasonable fee for the preparation and delivery of an estoppel certificate.

4.8 Neighborhood Assessments. In addition to the Assessments shared by all Owners and Parcels on a pro rata basis, the Board of Directors may annually levy Neighborhood Assessments covering estimated Neighborhood Expenses for a particular Neighborhood, if the Developer creates Neighborhood(s). The Owners and Parcels in a particular Neighborhood shall be obligated to pay Neighborhood Assessments on an equal pro rata basis (i.e., depending upon the number of Parcels in that Neighborhood). The Board of Directors shall also have the authority to levy special Neighborhood Assessments against the Owners and Parcels in a particular Neighborhood, in the manner set forth in Section 6.5 of the Bylaws.

4.9 Initial Contributions. Upon the initial conveyance of title to a Parcel from the Developer or a Builder, a non-refundable contribution in an amount determined by the Developer shall be made by the purchaser of such Parcel to the Association, to be used to pay Common Expenses. Notwithstanding anything to the contrary contained in this Declaration, the Developer, Builders and their subsidiaries, affiliates, successors and assigns, shall be exempt from payment of the contributions required by this Section 4.9.

4.10 Resale Assessments. Unless otherwise prohibited by FNMA, VA, HUD, FHA, FHLMC, or other similar governmental or quasi-governmental agency, a Resale Assessment shall be due and payable to the Association by the transferee upon the conveyance of title to a Parcel by an Owner subsequent to the initial conveyance of title to the Parcel from the Developer or a Builder. Prior to the Turnover Date, the Developer shall determine the amount of the Resale Assessment. Subsequent to the Turnover Date, the Board of Directors shall determine the amount of the Resale Assessment for a particular calendar year. The Board of Directors may increase the Resale Assessment in subsequent calendar years, but the amount shall not increase by more than ten percent (10%) over the previous calendar year. The Resale Assessment will be collected at closing and, upon payment, may be used to pay Common Expenses. Payment of the Resale Assessment shall be the legal obligation of the transferee of

the Parcel. For the purposes of this Section 4.10, the term "conveyance" shall mean the transfer of title to a Parcel by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed, transfer of an interest in a land trust or similar conveyance of a beneficial interest. With the exception of the Developer or a Builder, if the Owner is a corporation, limited liability company or other business entity, the term "conveyance" shall include the sale, issuance or transfer of any voting capital stock or interest of the Owner or of any corporate entity which directly or indirectly controls the Owner which shall result in a change in the voting control of the Owner or the legal entity or persons who control the Owner. With the exception of the Developer or a Builder, if the Owner is a partnership, the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership which directly or indirectly controls the Owner, or the transfer of any portion of any general partnership or managing partnership interest which shall result in a change of control over the Owner, shall be deemed a "conveyance" within the meaning of this Section 4.10. Notwithstanding the foregoing, the following conveyances shall be exempt from payment of the Resale Assessment: (a) to any person who was a co-Owner immediately prior to such conveyance; (b) to the Owner's estate, surviving spouse or other heirs, resulting from the death of the Owner; (c) to a trustee or the Owner's current spouse, solely for bona fide estate planning or tax reasons; (d) to an Institutional Mortgagee or the Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure; and (e) to the Developer, a Builder or their subsidiaries, affiliates, successors and assigns. Provided, however that upon a conveyance that occurs following the exempt transfers described in (a) through (e) above, the Resale Assessment shall be due and payable. Notwithstanding anything to the contrary contained in this Declaration, in no event shall the Developer, a Builder or their subsidiaries, affiliates, successors and assigns be obligated to pay the Resale Assessment.

4.11 One-Time Payment. The Developer reserves the right to collect from each purchaser, at the time such purchaser acquires title to a Parcel from the Developer or a Builder, a one-time payment in an amount set by the Developer from time to time, which payment may be used by the Developer for any purpose in its sole discretion (the "One-Time Payment"). The One-Time Payment is not an Assessment or a capital contribution and shall not be considered as an advance payment of Assessments, nor a reserve. Notwithstanding anything to the contrary contained in this Declaration, the One-Time Payment shall be paid at the time a Parcel is conveyed by the Developer or a Builder to a third-party purchaser, it being the intent hereof that the Developer and Builders, and their subsidiaries, affiliates, successors and assigns, shall be exempt from payment of the One-Time Payment.

4.12 Food and Beverage Minimum Assessment. The Developer and the Association reserve the right to impose an annual Food and Beverage Minimum Assessment. If imposed, each Parcel that contains a Unit for which a final certificate of occupancy has been issued and the Owner thereof shall pay a Food and Beverage Minimum Assessment in the amount determined by the Board of Directors, which shall be due and payable in full at the same time as the first installment of the annual Assessment is due and payable. For example, if the first installment of the annual Assessment is due and payable on January 1st, the Food and Beverage Minimum Assessment shall also be due and payable on January 1st. The Food and Beverage Minimum Assessment must be used in full by the end of the fiscal year. Therefore, no unused Food and Beverage Minimum within a fiscal year shall be reimbursed or carried over to the following fiscal year.

4.13 Enforcement Against Tenants. Subject to the procedures and limitations set forth in Section 720.3085(8) of the Act, if a Parcel is occupied by a Tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the Tenant pay the subsequent rental payments and continue to make such payments until all monetary obligations of the Owner related to the Parcel have been paid in full to the Association. The Tenant must

pay the monetary obligations to the Association until the Association releases the Tenant or the Tenant discontinues tenancy in the Parcel. The Association may evict the Tenant if the Tenant fails to make a required payment to the Association.

In the event that Section 720.3085(8) is removed from the Act, the remainder of this Section 4.13 shall be applicable to the Association's ability to collect rent from a Tenant. If an Owner has leased his Parcel and the Owner becomes delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the Tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Owner related to the Parcel have been paid in full to the Association. The Tenant must pay the monetary obligations to the Association until the Association releases the Tenant or the Tenant discontinues tenancy in the Parcel. If the Tenant paid rent to the Owner for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the demand, the Tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the Owner until the Association releases the Tenant or the Tenant discontinues tenancy in the Parcel. The liability of the Tenant may not exceed the amount due from the Tenant to the Owner. The Owner shall provide the Tenant a credit against rents due to the Owner in the amount of moneys paid to the Association. The Association may evict the Tenant if the Tenant fails to make a required payment to the Association. However, the Association shall not be considered a landlord under Chapter 83, Florida Statutes. The Tenant shall not, by virtue of payment of monetary obligations to the Association, have any of the rights of an Owner. The Board shall have the authority as a condition of approving a Lease to require that the Tenant and the Owner enter into a Lease addendum that provides that all Lease payments shall be paid to the Association during such time as the Owner is delinquent in paying any monetary obligation owed to the Association. Alternatively, the Association may require that such language be included in the Lease.

5. ARCHITECTURAL AND AESTHETIC CONTROL.

5.1 Necessity of Architectural Review and Approval. Except for the Developer and Builders, no Owner shall make or permit the making of any alterations or additions to his Parcel (including landscaping), or in any manner change the exterior appearance of any portion of the Unit, without first obtaining the written approval of the Architectural Reviewer, which approval may be denied if the Architectural Reviewer determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Community, in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Architectural Reviewer. The installation of hurricane shutters shall be subject to regulation by the Architectural Reviewer. No review or approval by the Architectural Reviewer shall imply or be deemed to constitute an opinion by the Architectural Reviewer, nor impose upon the Architectural Reviewer, the Association, the Board of Directors, the Developer and Builders, nor any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity, design, quality of materials, and compliance with building code or life and safety requirements. The scope of any such review and approval by the Architectural Reviewer is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetics and the harmony and compatibility of proposed improvements in the Community.

5.2 Architectural Review. The architectural review and control functions of the Association shall be administered and performed by the Architectural Reviewer. Prior to the Turnover Date, the Developer shall be the Architectural Reviewer and shall have the exclusive right to exercise architectural review under this Section. The Developer shall have the authority to process applications in its sole

discretion and procedures and in accordance with its building plans, specifications, plan of development, aesthetic requirements and any Architectural Review Guidelines. Prior to the Turnover Date, the Developer may designate a third party with authority to process and approve applications as required in this Section 5. Following the Turnover Date, the Association shall be the Architectural Reviewer, whether through the Board of Directors or an Architectural Review Committee. The Architectural Review Guidelines shall in no event apply to the Developer and Builders, whether before or after the Turnover Date.

The Architectural Review Guidelines shall not conflict with the Design Guidelines (i.e., of the Master Association), but can be more restrictive.

5.3 Powers and Duties of Architectural Reviewer. When the Association is acting as the Architectural Reviewer, the Architectural Reviewer shall have the following powers and duties:

(A) To enact modifications and/or amendments to the Architectural Review Guidelines. Any modification or amendment to the Architectural Review Guidelines shall be consistent with the provisions of this Declaration. As long as the Developer owns at least one (1) Parcel or other property in the Community, the Architectural Reviewer shall not alter the Architectural Review Guidelines, without the Developer's prior written consent, which consent may be denied in the Developer's discretion.

(B) To require submission of one (1) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pool, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object or other improvement, the construction or placement of which is proposed upon any Parcel in the Community, together with a copy of any required governmental permits. The Architectural Reviewer may also require submission of samples of building materials and colors proposed for use on any Parcel and may require such additional information as reasonably may be necessary for the Architectural Reviewer to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Review Guidelines. Upon request by the Architectural Reviewer, the proposed contractor(s) shall supply a copy of all required business licenses and evidence of insurance with such coverages and amounts as the Architectural Reviewer may reasonably require. Reviews shall be coordinated with required governmental approvals. The Architectural Reviewer shall have sixty (60) days to respond once a complete set of plans and specifications have been submitted. Failure to respond within said sixty (60) days shall be deemed an approval.

(C) To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pools, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Parcel in the Community and to approve or disapprove any exterior additions, changes, modifications or alterations (including, but not limited to, changes in exterior colors, finishes and materials) therein or thereon. All decisions of the Architectural Reviewer shall be in writing and may, but need not be made by a certificate in recordable form.

(D) To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications, if any, upon which such change modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the Architectural Reviewer of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall upon demand, cause the improvement or structure to be restored to comply with the plans and specifications, originally approved by the Architectural Reviewer and

shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the Architectural Reviewer or the Association. The Architectural Reviewer shall be specifically empowered to grant variances from the covenants, conditions and restrictions as contained herein and as are deemed reasonable, required or necessary to meet the needs of the particular building site. The granting of a variance shall not prevent the Architectural Reviewer from denying a variance in other circumstances.

(E) To adopt a schedule of reasonable fees and security deposits for processing requests for approval or proposed improvements. Such fees and security deposit(s), if any, shall be payable to the Association, by check or money order, at the time that plans and specifications are submitted to the Architectural Reviewer and subsequently if the Architectural Reviewer requires. In the event such fees and security deposit(s), as well as any other costs or expenses of the Architectural Reviewer pursuant to any other provisions of this Article are not paid by the Owner and the contractor who will perform the work, such fees, security deposit(s), costs and expenses shall become a lien on the Owner's Parcel. The Architectural Reviewer may, as a condition to issuing approval, require the Owner to pay the Association a security deposit in the amount of up to One Thousand Five Hundred Dollars ($1,500.00) and require the contractor who will perform the work to pay the Association an additional security deposit in an amount determined by the Architectural Reviewer. The security deposit(s) shall cover damage to the Common Area caused by or related to any work performed or ordered to be performed by the Owner, costs, attorneys' and professional fees the Association incurs as a result of violations of the Governing Documents or defective work. Upon satisfactory completion of the work in accordance with the approved plans and specifications, the Association shall return the security deposit(s) to the Owner and the contractor, as applicable, less any damage to the Common Area and costs, attorneys' and professional fees the Association has incurred. In the event the amount of damage, costs, attorneys' and professional fees exceeds the sum of One Thousand Five Hundred Dollars ($1,500.00) plus any additional security deposits the Association requires the contractor to pay, the Association may collect such amount in the same manner as unpaid Assessments.

(F) To monitor construction to verify compliance with the provisions hereof and any approvals and conditions of the Architectural Reviewer.

5.4 Architectural Control by Developer. Prior to the Turnover Date, the Developer shall act as the Architectural Reviewer. The Developer may process applications from Owners seeking approval for any alterations or additions to a Parcel, or in any manner to change the exterior appearance of any portion of a Unit, in accordance with its sole discretion and procedures and its building plans, specifications, plan of development and aesthetic requirements. In the event that an Owner makes improvements, additions or modifications without the Developer's prior approval, the Developer may enforce the terms of the Governing Documents in the same manner as granted to the Association, or may delegate enforcement of the Governing Documents to the Association.

5.5 Garages. No garages shall be converted to residential use or use other than as originally designed with the exception of conversion of garages by the Developer and Builders for use as sales and construction offices and other purposes. Garages shall not be used as a "woodshop" or other uses that generate unusual amounts of noise and dust unless the garage door is kept closed, provided that in no case shall such use create a nuisance.

5.6 Encroachments Into Lake Maintenance Easements Prohibited. Owners may not install any landscaping, improvement or structure of any kind, including, without limitation, a pool, wall, fence or screen, which encroaches into or alters the slope of any lake maintenance easement.

5.7 Developer and Builder Construction. The restrictions in this Section 5 shall not apply to the Developer and Builders. The Developer reserves the right to alter the plan of development and architectural style of the Community, Parcels and Units as it deems desirable in its sole discretion, subject to the Master Documents and approval of the Founder. The ability of a Builder to vary the architectural style of Parcels and Units shall be subject to: (i) contractual agreements between a Builder and the Developer; and (ii) the Master Documents and approval of the Founder.

5.8 Prohibition on Grading Modifications and Impairment of Drainage. The Association and Owners are prohibited from modifying grading on any property in the Community that is detrimental to properties that are adjacent to the Community. The Association and Owners are also prohibited from installing any landscaping, improvements or structures or doing any work in the Community that impairs the Water Management System.

5.9 Other Approvals Required. Each Owner is responsible for obtaining all necessary governmental approvals prior to commencement of any work. Approvals granted by the Architectural Reviewer pursuant to this Declaration shall not avoid the need for any approvals set forth in the Master Documents.

5.10 No Waiver of Future Approvals. Approval by the Architectural Reviewer pursuant to this Section 5 shall not be deemed a waiver of any right to withhold approval with respect to any similar plans, specifications, samples or other materials.

6. PROPERTY RIGHTS: EASEMENTS.

6.1 Use of Common Area. Every Owner and his Tenants, Guests and invitees shall have a perpetual non-exclusive easement for ingress, egress and access in, to and over the sidewalks, walkways and private roads, if any, which may be contained within the Common Area for use in common with all other Owners, their Tenants, Guests and invitees. The Developer shall convey the Common Area to the Association by Quit Claim Deed(s). The Association shall be obligated to accept such conveyance(s) subject to the terms, conditions, and restrictions set forth herein and in such Quit Claim Deed(s), and without any requirement of membership approval. No title insurance, title opinion or survey shall be provided to the Association by the Developer. All costs and expenses of any conveyance of any property by the Developer to the Association shall be paid for by the Association. The Developer shall not be required to formally tender or deliver the Quit Claim Deed(s) or other instrument to the Association prior to recordation in the Public Records of Lee County, Florida. Upon request, the Association shall convey back to the Developer or its designee(s), without any payment by the Developer or such designee(s), other than nominal consideration (i.e., "$10.00 and other good and valuable consideration"), and without any requirement of membership approval, any real property which has not been improved by a structure intended for recreational purposes, if originally conveyed to the Association for nominal consideration. Except as otherwise limited in the Governing Documents, the portions of the Common Area in addition to those used for walkways, private roads, sidewalks or driveways shall be for the common use and enjoyment of the Owners and each Owner shall have a permanent and perpetual easement for the use and enjoyment of such lands in such manner as may be regulated by the Association. The Developer reserves the right to deed or dedicate the roads to the Master Association or the District, subject to an easement for ingress and egress in favor of all Owners and their Tenants, Guests and invitees. These easements shall be appurtenant to and shall pass with the title to every Unit subject to the following:

(A) The right and duty of the Association to levy Assessments against each Parcel for the upkeep, maintenance, repair or betterment of the Common Area and improvements thereon.

(B) The right of the Association to dedicate or transfer or grant an easement covering all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Board of Directors. No such easement shall materially interfere with the rights of the Owner to use the Common Area for the purposes intended.

(C) The right of an Owner to the use and enjoyment of the Common Area and facilities thereon shall extend to the members of his Family who reside with him, and to his Tenants, Guests and invitees, except as otherwise provided in the Governing Documents.

(D) The Developer's right to permit such persons as the Developer shall designate to use the Common Areas and all recreational facilities located thereon.

Notwithstanding anything to the contrary contained in this Section 6.1 or elsewhere in this Declaration, the Developer and the Association shall not convey any portion of the Common Area owned or to be owned by the Association to any person or entity other than the Founder or the Association, or subject the Common Area to a security interest, without the written consent and joinder of the Founder during the Development and Sale Period, and the Master Association thereafter.

THE ASSOCIATION SHALL ACCEPT "AS IS, WHERE IS" THE CONVEYANCE OF THE COMMON AREA WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OF OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY PARCEL, THE ASSOCIATION AND ALL OWNERS RELEASE THE DEVELOPER AND BUILDERS FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONSTRUCTION, CONDITION, ADEQUACY FOR ANY PARTICULAR PURPOSE OR FOR THE NUMBER OF USERS, DESIGN, FITNESS, ECONOMIC PERFORMANCE OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

THE DEVELOPER AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR ANY RECREATION AREAS. ANY INDIVIDUAL USING A RECREATION AREA SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS THE DEVELOPER, ASSOCIATION AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

THE DEVELOPER AND THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO MAINTAIN OR SUPPORT ACTIVITIES WITHIN THE COMMUNITY DESIGNED TO MAKE THE COMMUNITY SAFER THAN IT MIGHT OTHERWISE BE. THE DEVELOPER AND THE ASSOCIATION DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE SECURITY OF THE COMMUNITY OR THE EFFECTIVENESS OF ANY SUCH ACTIVITIES. ALL OWNERS AND OCCUPANTS IN THE COMMUNITY AGREE TO SAVE AND HOLD THE DEVELOPER, ASSOCIATION AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE

OF ANY CRIME OR OTHER ACT. THE ASSOCIATION AGREES TO SAVE AND HOLD THE DEVELOPER AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY LOSS OF CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE DEVELOPER, THE ASSOCIATION, NOR THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SAFETY AND SECURITY WITHIN THE COMMUNITY.

6.2 Easements. The Developer (during any period in which the Developer has any ownership interest in the Community) shall have the right to grant such electric, telephone, gas, water, sewer, irrigation, drainage, cable television or other easements, and to relocate any existing easement in any portion of the Community and to grant access easements and to relocate any existing access easements in any portion of the Community as the Developer shall deem necessary or desirable, including, without limitation, for the following purposes: the proper construction of the Community; operation and maintenance of the Community, or any portion thereof; the general health or welfare of the Owners; to carry out any provisions of the Governing Documents; and to fulfill the Developer's obligations to any governmental authority, taxing district, a public or private utility or SFWMD. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Parcels and Units. Each Parcel shall be subject to an easement in favor of all other portions of the Community for the location of utilities and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of public or private utility lines and other similar or related facilities serving other Parcels and portions of the Community. In addition, if by reason of original construction, shifting, settlement or movement, any Unit encroaches upon the Common Area or upon any other Parcel (including, without limitation, roof overhangs and related drainage gutters), an easement shall exist to the extent of that encroachment as long as the encroachment exists. In the event that any structure is partially or totally destroyed, then rebuilt, the Owners and the Association agree that encroachments on adjacent Parcels or on Common Area due to construction shall be permitted and that an easement for such encroachments (including, without limitation, roof overhangs and related drainage gutters), and the maintenance of the structure shall exist, but such encroachments shall be to the extent permitted by the original construction, shifting, settlement or movement. The Association and its vendors, contractors and employees, are granted a blanket easement over the Common Area and Parcels for repair and maintenance and for carrying out the Association's responsibilities pursuant to this Declaration. Each Parcel shall be subject to an access easement in favor of the adjoining Owner(s) and their contractors and agents for purposes of bringing materials and construction equipment to the rear or side of the Parcel for construction of pools or other structures. The adjoining Owner shall restore the Parcel to its previous condition following completion of such construction. Following the Turnover Date, the Association shall have the authority to grant easements on the foregoing terms, subject to the Developer's prior written consent as long as the Developer owns a Parcel or any property located in the Community.

6.3 Partition: Separation of Interest. There shall be no judicial partition of the Common Area. Nothing herein shall be construed to prevent judicial partition of any Parcel and Unit owned on co-tenancy. The ownership of any Parcel and the ownership of the Unit constructed thereon may not be separated or separately conveyed.

6.4 Construction; Maintenance. The Developer and Builders (including their agents, designees, contractors, successors and assigns) shall have the right, in their sole discretion, to enter the Community and take all other action necessary or convenient for the purpose of completing the construction of any improvements or Units. As long as the Developer and Builders are liable under the terms of any warranty in favor of an Owner, the Developer and Builders (including their agents, designees, contractors, and their successors and assigns) shall have an easement of access to the Community and any Parcels and Units in

order to make repairs, replacements and take all other action necessary or convenient for the purpose of fulfilling their obligations.

7. MAINTENANCE OF COMMON AREA, PARCELS AND UNITS.

7.1 Association Maintenance. Notwithstanding that the Developer may initially retain ownership of the Common Area, the Association shall, pursuant to this Declaration, be responsible for the management, maintenance, insurance and operation of the Common Area. The Association shall be responsible for the maintenance, repair and replacement of the lawns and landscaping (including irrigation equipment) ("Landscaping Services") located on Parcels as originally installed by the Developer or a Builder (in the case of a Builder, only to the extent that the lawns and landscaping are substantially similar to those installed by the Developer). The Association shall be responsible for the maintenance, repair and replacement of perimeter walls, if any. The Association shall be responsible for the maintenance, repair and replacement of sidewalks, except for the Owners' responsibility for sidewalks located on or in front of their Parcels, as set forth in Section 7.2 below. Except as otherwise provided in Section 4.1, all maintenance, repair and replacement which are the responsibility of the Association shall be a Common Expense, unless the Association undertakes maintenance, repair or replacement of a Parcel and Unit due to an Owner's failure to undertake the maintenance, repair or replacement.

7.2 Owner Maintenance. Owners shall maintain, repair and replace their Parcels, Units and any other improvements, modifications and additions thereto in a safe, clean, orderly and attractive condition (including, without limitation, regular exterior maintenance such as power washing), except for those portions to be maintained, repaired and replaced by the Association. Whenever an Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Parcel or Unit, whether with or without approval from the Architectural Reviewer, such Owner shall be deemed to have warranted to the Association and its Members that his contractor is properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. Owners shall maintain, repair and replace all driveways located on or in front of their Parcels. Owners must keep driveways and sidewalks clean (including by pressure washing as necessary) and free from oil, rust, stains, any aesthetic blemish, or other unsightly damage. The maintenance, repair, replacement and cleaning obligations set forth above with respect to driveways and sidewalks includes any portion located between the boundary of the Parcel and the roadway lying adjacent to the Parcel). Owners shall keep the sidewalks located on or in front of their Parcels free from impediments to pedestrian traffic.

7.2.1 Villa Units.

Each building containing Villa Units shall contain common structural elements, which include but are not limited to:

(A) Utility Lines. All utility lines, ducts, conduits, pipes, fire sprinklers, wires and other utility fixtures and appurtenances which are located on or within each building and which directly or indirectly in any way service more than one Villa Unit in such building.

(B) Party Walls. All division walls ("Party Walls") between and shared by two (2) Villa Units.

(C) Bearing Walls. Any and all walls or columns necessary to support the roof structure.

(D) Exterior Finish. Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of each building.

(E) Foundation. The entire concrete floor slab and all foundational and support structures and appurtenances thereto.

(F) Roofs. The entire roof of a building.

7.2.1.1 Utility Easements. Each Villa Owner grants to the other Villa Owner in the same building a perpetual utility easement for water, sewer, power, telephone, internet, and other utility and service company lines and systems installed beneath or within the Villa Unit. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting all Villa Units within a building, and which are located beneath or within the building shall be shared equally by each of the Villa Owners in the building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by a Villa Owner, his Family member, Tenant, Guest, invitee, or agent, any expense arising therefrom shall be borne solely by such Villa Owner. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting only one Villa Unit within a building shall be shared solely by the Owner of such Villa Unit.

7.2.1.2 Party Walls. The center line of a Party Wall is the common boundary of the adjoining Villa Units. Each Villa Owner shall have the right to use the Party Wall jointly with the adjoining Villa Owner. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming the Party Wall. The cost of maintaining each side of the Party Wall shall be borne by the Villa Owner using said side, except as otherwise provided herein.

7.2.1.3 Roof. The entire roof of a building, any and all roof structure support, and any and all related improvements, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "Shared Roofing". Each Villa Owner shall have the right to use the Shared Roofing jointly with the other Villa Owner in the same building. The term "use" shall and does include normal usage but prohibits any form of alteration which would change the aesthetic or structure of the Shared Roofing.

7.2.1.4 Casualty Damage. If a Villa Unit is damaged through an act of God or other casualty, the affected Villa Owner shall promptly have his portion of the Villa Unit repaired and rebuilt substantially in accordance with the architectural plans and specifications of the building. In the event damage or destruction of a Party Wall or Shared Roofing is caused solely by the negligence of a Villa Owner, any expense incidental to the repair or reconstruction of the Party Wall or Shared Roofing shall be borne solely by that Villa Owner. If that Villa Owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building, and the Association shall thereafter have the right to impose a charge against said Villa Owner and his Villa Parcel for the costs of such repair and reconstruction.

7.2.1.5 Maintenance Repair and Replacement of the Exterior of the Villa Unit and Shared Roofing. Each Villa Owner shall at all times be responsible for the maintenance, repair and replacement of the exterior surfaces of his or her Villa Unit. The phrase "exterior surfaces of the Villa Unit" shall

include, but not be limited to, the exterior walls and Shared Roofing. Each Villa Owner shall be obligated to maintain, repair and replace the portion of the Shared Roofing located on his Villa Unit, including, without limitation, repairing any roof leaks. No Villa Owner shall authorize the painting, refurbishing or modification of the exterior surfaces or shared roofing of his Villa Unit without the consent of the Architectural Reviewer. If a Villa Owner refuses or fails to maintain the exterior of the Villa Unit, the Association shall have the right to complete such maintenance and the Association shall thereafter have a charge against said Villa Owner and Villa Parcel for the costs of such maintenance, repair or replacement.

7.2.1.6 Casualty Insurance. Each Villa Owner shall maintain casualty insurance for his or her Villa Unit in an amount equal to the replacement value thereof. The Association may, but is not obligated to require that each Villa Owner provide proof of insurance. Should any Villa Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance shall be a special charge against the Villa Owner and the Villa Parcel. The Association shall have no liability to any Villa Owner for failure to request proof of insurance or for failure to purchase insurance on behalf of the Villa Owner.

7.2.1.7 Party Fences. Walls or fences which are constructed between two adjoining Villa Parcels and are to be shared by the Owners of such adjoining Villa Parcels are "Party Fences". Party Fences shall be the joint maintenance obligation of the Owners of the Villa Parcels bordering the Party Fences. Each Villa Owner shall have the right to full use of the Party Fence subject to the limitation that such use shall not infringe on the rights of the adjacent Villa Owner or in any manner impair the value of the Party Fence. Each Villa Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Villa Owner's Parcel. The cost of said maintenance and superficial repairs shall be borne solely by said Villa Owner. In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Villa Owners, the adjacent Villa Owners shall, at their joint expense, repair and rebuild said fence within 30 days. In the event it is necessary to repair or rebuild a Party Fence, the Villa Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Villa Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Villa Owner shall choose a Director of the Association to act as their arbiter. The Directors so chosen shall agree upon and choose a third Director to act as an additional arbiter. All of those Directors shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Villa Owners. Whenever any Party Fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed unless otherwise agreed to by the Owners of the Party Fence and approved by the Architectural Reviewer. If such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Villa Owner, any expense incidental thereto shall be borne solely by such Villa Owner. If the Villa Owner shall refuse to repair or reconstruct the fence within 30 days, and to pay for the repair or reconstruction, the Association may have the Party Fence repaired or reconstructed and shall be entitled to a charge against the Villa Parcel of the Villa Owner so failing to pay for the amount of such defaulting Villa Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Villa Parcels shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Villa Parcels to effect necessary repairs and reconstruction.

7.3 Alterations and Additions to Common Area. Material alterations or substantial additions to the Common Area may be undertaken and funds necessary levied as special Assessments by the Association

only upon approval by a majority of the Board of Directors. The Developer's consent shall also be required until the Developer conveys the last Parcel that may be submitted to the terms of this Declaration.

7.4 Enforcement of Maintenance. In the event that an Owner fails or refuses to comply with these provisions, after fourteen (14) days' notice and demand from the Association and the Owner's failure to comply, the Association shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to bring the Parcel and Unit into conformity and the expenses of doing so shall be an obligation of the Owner collectable as a special Assessment against that Parcel. The Association is granted an easement upon the Parcel and its improvements for these purposes. In the alternative, the Association may institute legal proceedings to compel the Owner to observe his obligations set forth in the Governing Documents.

7.5 Negligence: Damage Caused by Condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Area, other Units, or personal property made necessary by his act or negligence, or by that of any member of his Family or his Guests, employees, agents, or Tenants. Each Owner has a duty to maintain his Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Area or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Area or property within other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. The Association may, but is not obligated to repair the damage and hold the responsible party liable for all costs, secured by a lien against the applicable Parcel, which lien may be foreclosed in the same manner as the Association's Claim of Lien.

7.6 Developer's Lien. In the event the Association fails to maintain, replace or repair as herein provided, upon thirty (30) days' notice to the Association, the Developer or its designee shall have the right, without being obligated to do so, to enter upon the Community and cause said maintenance, replacement, or repair to be made, and in such event, the Developer shall have a lien upon the Community, including all Parcels therein, for the costs thereof, including, without limitation, interest, court costs and reasonable attorneys' fees and appellate attorneys' fees incurred by the Developer in collecting the sums expended by it. The aforesaid lien may be foreclosed in the same manner as the Association's Claim of Lien. In the event of an emergency situation threatening the health and welfare of the residents, the Developer may immediately enter upon the Community and cause such maintenance replacements or repairs to be made forthwith and without the requirement of any prior notice thereof, and the Developer shall have an enforceable lien upon the Community as described above.

7.7 Water Management System. The Water Management System is operated and maintained by the District. Neither the Developer, the Association, nor any Owner shall take any action which modifies the Water Management System in a manner which changes the flow or drainage of surface water. The lakes in the Community shall not be available for use by Owners or the Association, nor shall they in any manner interfere with or alter the Water Management System or interfere with the access rights of any entity responsible for its maintenance. ALL OWNERS ACKNOWLEDGE THAT DUE TO GROUND WATER ELEVATIONS, PRIORITIES ESTABLISHED BY GOVERNMENTAL AUTHORITIES, AND OTHER CAUSES OUTSIDE OF THE CONTROL OF SFWMD, THE DISTRICT, MASTER ASSOCIATION, FOUNDER, DEVELOPER, BUILDERS AND THE ASSOCIATION, LAKE WATER LEVELS MAY FLUCTUATE AT CERTAIN TIMES DURING THE YEAR AND SUCH FLUCTUATIONS MAY BE MATERIAL. NONE OF THE ENTITIES MENTIONED IN THE PRECEDING SENTENCE SHALL HAVE ANY LIABILITY FOR AESTHETIC CONDITIONS, OBJECTIONABLE ODORS, DAMAGE TO PLANTINGS OR DIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE CAUSED BY THE FLUCTUATION OF

WATER LEVELS OR WATER QUALITY. SFWMD, THE DISTRICT, MASTER ASSOCIATION, FOUNDER, ASSOCIATION AND THE DEVELOPER MAKE NO REPRESENTATIONS WITH RESPECT TO LAKE WATER LEVELS.

The Association specifically agrees to allow authorized SFWMD and District personnel, upon presentation of credentials or other documents as may be required by law, access to the Community, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with the SFWMD permit and SFWMD regulations, such as: having access to and copying any records that must be kept under the conditions of the permit; inspecting the facility, equipment, practices, or operations regulated or required under the permit; sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permit or SFWMD rules; and gathering of data and information. Reasonable time may depend on the nature of the concern being investigated.

Owners are hereby notified that certain Parcels may include, or be adjacent to wet detention lakes or ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements. It is the Owner's responsibility not to remove native vegetation (including cattails) that becomes established within the wet detention lakes or ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements abutting the Owner's Parcel. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp.

8. INSURANCE: The Association shall obtain and maintain adequate insurance for the Common Area (with provisions for deductibles) as follows:

(A) Casualty. To the extent that there is Common Area containing any improvements, the coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to improvements on the Common Area, including, but not limited to, flood (if required by law), vandalism, or malicious mischief. All or any part of such coverage may be extended to include the Association's personal property as the Board of Directors may deem desirable. The Association shall act as agent of the Owners and shall adjust all losses on their behalf with respect to the Common Area.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to an Owner, if obtainable at reasonable cost.

9. USE RESTRICTIONS.

9.1 Residential Purposes. No Parcel shall be used for other than Single-Family residential purposes, except that Parcels, or portions of Parcels may be used by the Developer and Builders for offices, sales offices or models. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons coming into the Community who do not reside in the Community or door-to-door solicitation of occupants of the Community; and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Units. The use of a Unit as a public lodging establishment shall be deemed a business or trade use. No Unit may be used or leased on a "time share" or transient basis, including without limitation,

an "Airbnb" type use in violation of the minimum leasing period set forth in Section 12.3 below. 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 generate a profit; or (iii) a license is required therefor.

"Garage Sales" and "Yard Sales" are prohibited, regardless of whether they are patronized by Owners and occupants in the Community or persons who do not reside in the Community.

9.2 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within the Community without the prior written consent of the Board of Directors or in accordance with the Rules and Regulations, Architectural Review Guidelines and Design Guidelines, except in connection with the sale or resale of Parcels by the Developer, Builders or as may be required by legal or zoning proceedings. Signs which are permitted within the Community may be restricted as to the size, color, lettering, materials and location of such signs. Pursuant to the Master Charter, no sign shall be posted anywhere in the Community or on a right-of-way adjacent to the Community, advertising the availability of a Unit for lease, except that an Owner (but only if permitted by the Board of Directors or in accordance with the Rules and Regulation or Architectural Review Guidelines) may post on the Parcel being offered for lease one standard real estate sign approved by the Master Associations' ARC consistent with the Design Guidelines, advertising the Unit for lease. The Board of Directors, the Developer and Builders shall have the right to erect signs as they, in their discretion, deem appropriate, except that no Builder may erect a sign without the prior written approval of the Developer. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted inside or outside of the Community be permitted within the Community without the express written consent of the Board of Directors or unless they are installed by the Developer. No sign shall be nailed or otherwise attached to trees.

Notwithstanding anything to the contrary in this Section 9.2, all signs, banners, flags and similar items shall be subject to the Master Documents and approval of the Founder.

9.3 Nuisance. Nothing shall be done upon any Parcel or in any Neighborhood or in the Common Area which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant, abusive, threatening or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature. No person shall interfere with the Association's Directors, Officers, committee members, property manager, property management company, employees, agents, vendors and contractors in the performance of their obligations pursuant to the Governing Documents, contracts, statutes and ordinances, as applicable. All residents shall observe the State of Florida vehicular speed limits and any rules posted on signs in the Common Area and the Master Association's common areas.

9.4 Underground Utility Lines and Services. All electric, telephone, gas and other utility lines shall be installed underground, except for temporary lines as required during construction or if required by law.

9.5 Common Area. No Owner shall make use of the Common Area in such a manner as to abridge the equal rights of the other Owners to their use and enjoyment thereof nor shall any Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Common Area. Except as otherwise

provided in this Declaration and its exhibits or with respect to the Developer's reserved rights, any portion of the Common Area which is deemed open space shall be owned by the Association and preserved and maintained by it and shall not be destroyed.

9.6 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel, except that dogs, cats and other usual and non-exotic household pets (not to exceed a total of three (3) pets, excluding tropical fish) may be kept (except for "wolf hybrids" or other dogs prone to or exhibiting aggressive behavior), provided they are not kept, bred or maintained for any commercial purposes. All animals shall be contained on the Owner's Parcel and shall not be permitted to run freely. When outside the Owner's Unit or screened in area, all pets must be carried or secured with a hand-held leash. The person walking the pet must be in physical control of the leash at all times. The Owner or other owner of a permitted pet must pick up all solid waste and deposit it in an appropriate trash container.

9.7 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

(A) Vans, pick-up trucks, passenger cars and sport utility vehicles shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. Such vehicles may be parked on driveways overnight. If the vehicle is used primarily for the transportation of goods or exceeds 3/4 tons, then it shall be considered to be a commercial vehicle. Law enforcement vehicles may be parked on driveways and in parking spaces if the driver is a law enforcement officer. All other vehicles (i.e., all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: inoperable automobiles, golf carts, commercial vehicles, recreational vehicles, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers, vehicles with commercial markings, racks or tools in the bed and tractors shall be kept within an enclosed garage. Overnight parking in the roadways by vans, pick-up trucks, passenger cars and sport utility vehicles used for the primary purpose of transportation of passengers and their personal goods is prohibited from 12:00 a.m. to 6 a.m. Overnight parking is permitted in the roadways only in parking spaces specifically designed for vehicular parking or parallel to the curb of a roadway adjacent to a Parcel owned, occupied or being visited by the vehicle owner, in the direction of traffic flow. Bicycle racks are permitted on non-commercial vehicles. Garage doors must be kept closed except when a vehicle must enter or exit the garage or for reasonable periods of time while the Unit's occupant(s) use the garage for typical uses associated with a residential dwelling which are not in conflict with the Governing Documents (for example, garage doors may be kept open while children are playing in the front yard). Garage doors shall not be kept open when occupants or guests use the garage for a party, consumption of alcohol or are listening to a television, radio, computer or other such device. Any use of a motorcycle is limited to providing ingress/egress to a Parcel over roadways. All motorcycles shall be equipped with effective sound muffling devices and must be parked in a garage when not in use.

(B) No commercial vendor vehicle of any kind shall be permitted to be parked on a Parcel for a period of more than twelve (12) daylight hours unless such vehicle is necessary and being used in the actual construction or repair of a structure or for grounds maintenance. Commercial vendor vehicles may not be parked in the Common Area overnight.

(C) Except as otherwise provided in the Master Charter, none of the foregoing restrictions shall apply to commercial vehicles or other vehicles which may be utilized by: the Developer, Builders and their contractors and subcontractors for purposes of completing construction of the Community, Parcels and Units;

the Association, its vendors and employees; the Master Association, its vendors and employees; and any governmental authority, taxing district, private or public utility, the District or SFWMD.

9.8 Exterior Colors. No exterior colors on any structure, nor the colors of driveways and walkways shall be permitted that, in the sole judgment of the Architectural Reviewer, would be inharmonious or incongruous with the remainder of the Community. Any future color changes, as described above, desired by Owners must be first approved in writing by the Architectural Reviewer. The restrictions set forth in this Section 9.8 shall not apply to the Developer or Builders.

9.9 Landscaping. All areas not covered by structures, walkways, paved parking facilities or areas approved by the Association to be left in their natural state shall be maintained as lawn or landscape areas to the pavement edge of any abutting roads or driveways, as applicable, and to the waterline of any abutting lakes, canals or surface water management areas. All lawn and landscaped areas shall be kept in good and living condition.

9.10 Driveways and Parking Areas. All driveways shall be constructed of concrete or paverstone, provided the driveway "curtain" shall be concrete. The Owner shall be obligated to keep his driveway clean and well maintained.

9.11 Antennas and Flagpoles. Antennas, satellite dishes and flagpoles are regulated by the Master Documents.

9.12 Outdoor Equipment. All bottled gas tanks, swimming pool equipment and other such outdoor equipment must be screened by landscaping or fenced-in areas so that they shall not be readily visible from any adjacent roads. Party Fences are permitted for Villa Units. All trash and recycling containers shall be stored in the garage except on trash "pick up" days. The Community shall be equipped with dual water lines, one (1) of which shall be designated to utilize non-potable water. All underground irrigation systems must be connected to the non-potable water line and all spigots on the exterior portion of a structure shall be connected to the potable water line.

9.13 Air Conditioning and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent roads or Units. Window or wall air conditioning units are prohibited.

9.14 Solar Collectors. The Architectural Reviewer must approve the location of the materials used in the construction of solar collectors.

9.15 Walls, Fences, Window Coverings, Play Equipment and Hurricane Shutters. Except for walls installed by Developer, no wall shall be constructed on any Parcel. Owners may install fences and play equipment on Parcels, subject to specifications adopted by the Architectural Reviewer, provided that each Villa Unit shall have a Party Fence. Owners may install hurricane shutters, subject to specifications adopted by the Architectural Reviewer. The Architectural Reviewer shall have the authority to adopt hurricane shutter specifications, which may include color, style, time periods in which shutters may be kept closed, and other factors deemed relevant by the Architectural Reviewer. Laminated glass and window film architecturally designed to function as hurricane protection which complies with the applicable building code, may be used in place of hurricane shutters, except that reflective window coverings are prohibited.

9.16 Lighting. Except for seasonal decorative lights, the exterior lighting of a Parcel shall be accomplished in accordance with a lighting plan approved in writing by the Architectural Reviewer.

Seasonal decorative lights may be displayed between the day after Thanksgiving and January 10th only.

9.17 Developer. As used in this Section 9, when the Association's or the Architectural Reviewer's approval is required, it shall, up to the Turnover Date, mean the "Developer's approval" (unless the Developer has delegated its architectural review functions to the ARC or the Board of Directors). After the Turnover Date, the Developer's approval shall also be required as long as the Developer owns a Parcel or other property within the Community.

9.18 Clothes Drying Area/Clotheslines. No outdoor clothes drying area or clotheslines are permitted.

9.19 Pools. Above ground pools are prohibited. Above ground spas are prohibited, unless located within a screened lanai.

9.20 Subdivision of Parcels. Parcels shall not be further subdivided or separated by any Owner other than the Developer or a Builder (in the case of a Builder, subject to Developer's prior written consent). However, the preceding sentence shall not prevent corrective deeds or deeds to resolve boundary disputes.

9.21 Hurricane Season. An Owner who intends to be absent from his Unit during the hurricane season (June 1st through November 30th of each year) shall prepare his Parcel and Unit prior to his departure by: removing all furniture, potted plants, and other movable objects from his yard; and designating a person or firm, satisfactory to the Association, to care for his Unit should it suffer hurricane damage. Such person or firm shall contact the Association for permission to install temporary hurricane shutters, which may not be installed more than seventy-two (72) hours in advance of a hurricane and must be removed within seventy-two (72) hours after the hurricane has passed. At no time shall hurricane shutters be installed, without the prior written consent of the Architectural Reviewer.

9.22 Drones and Other Aerial Devices. Drones are permitted only to the extent set forth in the Master Documents.

9.23 Oil, Gas and Mineral Rights. The Developer makes no representations as to whether ownership of a Parcel includes ownership of any oil, gas and mineral rights.

9.24 Developer Exemption. The Developer (including its contractors, subcontractors, agents and employees), its Parcels and Units, are not subject to the restrictions, but shall be entitled to the protections and exemptions, set forth in this Section 9. However, the Developer shall not be exempt from any provisions in this Section 9 that incorporate restrictions that are also in the Master Documents.

9.25 Additional Restrictions; Exhibits. The Community, including the Common Area, Parcels and Units, are subject to those restrictions set forth in the exhibits attached hereto.

10. DEVELOPER'S AND ASSOCIATION'S EXCULPATION. The Association and the Developer may grant, withhold or deny their permission or approval in any instance where their permission or approval is permitted or required without incurring liability of any nature to the Owners or any other person for any reason whatsoever. Any permission or approval granted shall be binding upon all persons.

11. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every Neighborhood Association, Owner and the Owner's Family members, Tenants, Guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. All

violations of the Governing Documents shall be reported immediately to the Association's property manager. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors, whose interpretation and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors, then the Association, Developer or any Member shall have the ability to take any action to compel compliance as set forth below.

11.1 Legal Action. Judicial enforcement of the Governing Documents shall be by any proceeding at law or in equity against the Association or any person violating or attempting to violate the Governing Documents, to restrain violation and/or to recover damages, or against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the prevailing party shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Condominiums, Timeshares and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act. Except as expressly set forth in the Act, other statute or Section 11.4 below, there shall be no entitlement to an award of prevailing party costs and attorney's fees. Pursuant to Section 720.303(1) of the Act, before commencing litigation against any party (including the Developer or its directors, officers, agents and employees, or against any directors or officers of the Association appointed by the Developer prior to the Turnover Date) in the name of the Association involving amounts in controversy in excess of $100,000.00, the Association must obtain the affirmative approval of a majority of the Voting Interests at a Members' meeting at which a quorum has been attained. The requirement in the preceding sentence is in addition to those set forth in Section 11.4 below.

11.2 Entry by Association and/or the Developer. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall also give the Developer, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the Parcel where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner any construction or other violation that may be or exist thereon. The Developer, its successors and assigns and/or the Association and its authorized agents or representatives shall not thereby become liable in any manner for trespass, abatement or removal.

11.3 Fines. The Board of Directors may impose a fine or fines against an Owner for failure of the Owner, his Family, Guests, invitees, Tenants, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents. Fines shall not be secured by a lien against the Parcel, unless permitted by the Act. Fines may be levied in accordance with the procedures set forth in the Bylaws and the Act.

11.4 Alternative Method for Resolving Disputes with the Developer and Developer Appointees. In any dispute ("Claim") between the Association, a Neighborhood Association or any Owner, Tenant, Guest, occupant or invitee against the Developer or its directors, officers, agents and employees, or against any directors or officers of the Association or a Neighborhood Association appointed by the Developer prior to the Turnover Date, mediation and then final and binding arbitration shall apply. The procedures set forth in subsections (A) through (E) below shall apply, except in the case of a Claim alleging a construction defect brought against the Developer by the Association, that is

governed by Chapter 558 Florida Statutes, in which case the procedures set forth in subsections (A) through (E) shall be modified as described in subsection (G):

(A) Any party having a Claim ("Claimant") against the other party ("Respondent") shall notify the Respondent in writing ("Notice"), stating plainly and concisely:

(1) the nature of the Claim, including the persons involved and the Respondent's role in the claim;

(2) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(3) Claimant's proposed remedy; and

(4) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(B) The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim. If the parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed to by the parties), Claimant shall have ten (10) days in which to submit the Claim to mediation under the auspices of a mediator certified by the applicable Judicial Circuit. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation conference, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the parties. If the parties do not settle the Claim at the mediation conference, the mediator shall issue a notice of an impasse and the date the mediation was terminated. The mediation conference shall occur within sixty (60) days of the Notice unless the parties agree to an extension.

(C) If the mediation results in an impasse, then either party shall have ten (10) additional days in which to submit the Claim to final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"), in the case of a construction defect claim and the Federal Arbitration Act (Title 9 of the United States Code). If not timely submitted to arbitration or if the Claimant does not appear for the arbitration hearing, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. This subsection (C) is an agreement to arbitrate and is specifically enforceable under Chapter 682, Florida Statutes. The arbitration award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Florida.

(D) In any dispute under this Section 11.4, the parties shall share the fees and costs associated with mediation. In the case of arbitration, the prevailing party shall not be entitled to judgment for its reasonable attorney's fees and costs incurred, except as expressly set forth in the Act, other statute or this Section 11.4.

(E) If the parties agree to a resolution of any Claim through negotiation, mediation or arbitration under this Section 11.4, and any party thereafter fails to abide by the terms of such agreement, or if any party fails to comply with an arbitrator's final order, then any other party may file suit in a court of

competent jurisdiction to enforce such agreement or final order without the need to again comply with the procedures set forth above. In such event, the party taking action to enforce the agreement or final order shall be entitled to recover from the non-complying party (or if more than one (1) non-complying party, jointly and severally), all costs incurred in enforcing such agreement or final order, including, without limitation, reasonable attorney's fees and costs.

(F) This Section 11.4 shall not apply to a dispute between an Owner and the Developer concerning the purchase and sale and construction of a Parcel or Unit. Those disputes shall be governed by the provisions of any purchase and sale agreement or construction agreement.

(G) In the case of a Claim alleging a construction defect brought against the Developer or a Builder by the Association that is governed by Chapter 558, Florida Statutes, the parties to the dispute shall follow the procedures set forth therein. If the Claimant has followed the procedures set forth in Chapter 558, Florida Statutes, and is entitled to proceed with an "action" (as defined therein) the Claimant shall then have ten (10) days in which to submit the Claim to final and binding arbitration as described in subsections (C) through (E) above.

11.5 Alternative Method for Resolving Disputes Pursuant to the Master Charter. Disputes with the Founder, Master Association and its officers, directors, committee members and other persons who agree to be bound by the alternative method for resolving disputes pursuant to the Master Charter shall be conducted in accordance with the procedures set forth therein.

12. LEASING, CONVEYANCE, DISPOSITION. In order to maintain a community of congenial, financially responsible residents with the objectives of inhibiting transiency, protecting the value of Parcels and facilitating the development of a stable, quiet community and peace of mind for all residents, the Lease, and transfer of ownership of a Parcel by an Owner shall be subject to the following restrictions, which each Owner covenants to observe (except for the exceptions set forth in Section 12.4 below):

12.1 Transfers and Leases. Prior to the conveyance or transfer of title to a Parcel or lease of a Unit, it shall be the Owner's responsibility to provide the purchaser or Tenant with the complete set of Governing Documents and any other documents required by law.

(A) Lease, Sale or Gift. No Owner may effectively convey or transfer title to a Parcel or any interest therein by sale or gift without notification to the Association. In addition, no Owner may effectively lease a Unit without the prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any Owner acquires his title by devise or inheritance, he shall provide the Association with written notice as set forth in Section 12.2 herein.

12.2 Procedures.

(A) Notice to Association.

(1) Lease, Sale or Gift. An Owner intending to lease his Unit or sell or make a gift of his Parcel or any interest therein, shall provide to the Board of Directors or its designee, written notice of such intention at least twenty (20) business days prior to the first date of occupancy pursuant to the proposed Lease or the date of closing, together with a copy of the purchase and sale agreement or Lease, and the name, and address of the proposed Tenant, purchaser or donee and such other information as the Board of Directors may reasonably require. The Association may charge a transfer fee in connection with processing each application.

(2) Devise or Inheritance. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board of Directors may reasonably require. The transferee shall have no occupancy right unless approved by the Board of Directors, but may sell or lease the Parcel in accordance with the procedures provided in this Declaration.

(3) Failure to give Notice. If no notice is given, the Association at its election may approve or disapprove the Lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board of Directors with the required notice and request reconsideration. The Association shall not have the authority to disapprove a proposed conveyance or other transfer.

(B) Within twenty (20) business days of receipt of the required notice and all information requested, the Board of Directors shall approve or disapprove the Lease, and shall approve the conveyance or transfer. When the conveyance, transfer or Lease is approved, the approval shall be stated in a Certificate of Approval executed by the President, Vice-President or property manager of the Association (in recordable form for a conveyance or transfer) and delivered to the purchaser, transferee or Tenant. If the Board of Directors neither approves or disapproves within twenty (20) business days, such failure to act shall be deemed the equivalent of approval, and on demand the Board of Directors shall issue a Certificate of Approval to the Owner, purchaser or transferee.

(C) Disapproval of Leases.

(1) The Board of Directors may disapprove a proposed Lease only if a majority of the whole Board of Directors votes to disapprove the Lease unless the authority to disapprove a Lease has been delegated to an Association officer. Only the following shall be deemed to constitute good cause:

(a) The person seeking approval has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

(b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts;

(c) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents and any other covenants and restrictions applicable to the Community;

(d) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct as a Tenant, Owner or occupant of a Unit; or

(e) The person seeking approval failed to provide the information and appearance required to process the application in a timely manner.

(f) The Owner is delinquent on Assessments and/or other sums owed to the Association at the time of application.

12.3 Leasing. Only entire Units may be leased. The minimum leasing period is 60 days and the maximum leasing period is one year. No Unit may be leased more than 3 times in any 1 calendar year. For

purposes of this restriction, the first day of occupancy under the Lease shall conclusively determine in which year the Lease occurs. All Leases must and shall be deemed to contain the agreement of the Tenant(s) to abide by all of the restrictions contained in the Governing Documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the Tenant(s) and the Owner agree that the Association may proceed against either the Owner or the Tenant(s) and that the Owner or the Tenant(s) shall be responsible for the Association's costs and expenses, including attorney's fees and costs, secured by a lien against the Parcel.

12.4 Exceptions with Respect to the Developer and Institutional Mortgagees. The provisions of this Section 12 are not applicable to the lease of a Unit or the sale or transfer of title of a Parcel by the Developer to any person. Except for Section 12.4, the provisions of this Section 12 are not applicable to the acquisition of title to a Parcel by an Institutional Mortgagee which acquires title through the Institutional Mortgage, whether by foreclosure or deed in lieu of foreclosure, nor to the subsequent lease of a Unit or the resale or transfer of title of a Parcel by such Institutional Mortgagee, but shall apply to the lease of a Unit or the acquisition of title of a Parcel by any other person.

12.5 Unapproved Leases. Any Lease which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board of Directors.

13. DEVELOPER'S AND BUILDERS' RIGHTS AND DUTIES.

13.1 Developer's and Builders' Use. Subject to such limitations as may be set forth in the Master Charter, until the Developer and Builders have completed all of the contemplated improvements, have conveyed all of the Parcels that may be subjected to this Declaration to Owners other than Builders, and are not leasing a Unit from an Owner, the following in this Section 13.1 shall apply, notwithstanding any other provisions of this Declaration to the contrary. Neither the Owners nor the Association or any Neighborhood Association, nor their use of the Parcels, Units, or Common Area shall interfere with the completion of the contemplated improvements, leases of Units or sales and conveyances of Parcels by the Developer and Builders. The Developer may make any use of Parcels, Units and Common Area as may reasonably be expected to facilitate completion, sales and conveyances of Parcels, including, but not limited to, maintenance of sales offices and construction trailers, display of signs, leasing of Units, use of parking areas and showing Parcels, Units and the remainder of the Community to prospective purchasers and Tenants. With the prior written approval of the Developer, Builders may make any use of unsold Parcels and Units as may reasonably be expected to facilitate completion and sales, including, but not limited to, maintenance of sales offices and construction trailers, display of signs, use of parking areas, leasing of Units, and showing Parcels, Units and the remainder of the Community to prospective purchasers and Tenants. The Developer may utilize any Parcels, model homes, sales offices, construction trailers, parking areas, etc., for use in marketing developments other than the Community, regardless of the location of such developments.

13.2 Assignment of Development Rights. All or any portion of the rights, privileges, powers and duties of the Developer set forth in the Governing Documents may be assigned by the Developer to any person or entity, without the consent of any other Owner or any holder of a mortgage secured by any Parcel. In the event of such assignment (other than to a mortgagee or its successors or assigns), the assignee shall assume such rights, powers and duties, and the Developer shall be relieved of all further liability or obligation, but only to the extent of the assignment.

14. DURATION OF COVENANTS: AMENDMENT OF DECLARATION.

Notwithstanding anything to the contrary contained in this Section 14 or elsewhere in this

Declaration, this Declaration shall not be terminated or amended and the Association shall not be dissolved, without the written consent and joinder of the Founder during the Development and Sale Period, and the Master Association thereafter. However, the approval of the Founder or the Master Association shall not be required for amendments to this Declaration solely for the purposes of: (i) adding or modifying use restrictions or additional Rules and Regulations (i.e., of the Association), provided such use restrictions or Rules and Regulations, as modified, are not inconsistent with the Master Charter and Master Association rules (the fact that they may be more restrictive shall not make them inconsistent); or (ii) correcting typographical or grammatical errors that do not change the substantive provisions of the documents; provided that any such amendment is not materially adverse to and does not remove, revoke, or modify any right or privilege of the Founder, during the Development and Sale Period under the Master Charter, or the Master Association.

14.1 Duration of Covenants. The covenants, conditions and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and be enforceable by the Association, the Developer, Builders and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the thirtieth (30^{th}) anniversary of the date of recordation of this Declaration (as amended to that date by the Developer or the Members as provided elsewhere herein). Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration being renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, ninety percent (90%) of the Voting Interests, at a duly held meeting of Members, vote in favor of terminating this Declaration at the end of its then current term, with such approval as required under the introductory paragraph of Section 14. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Declaration, the President or Vice President of the Association shall execute a certificate with the formalities of a deed, which shall set forth the Book and Page of the Public Records of Lee County, Florida in which this Declaration is recorded, the resolution of termination so adopted, the date of the meeting of the Association, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Lee County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

14.2 Proposal. Subsequent to the Turnover Date, amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by one-third (1/3) of the Voting Interests. If by petition, the proposed amendments must be submitted to a vote of the Members not later than the next annual meeting. A proposal to amend this Declaration must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See Declaration for current text." An immaterial error or omission in the amendment process does not invalidate an otherwise properly adopted amendment.

14.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3) of the Voting Interests, provided that the text of each proposed amendment has been given to the Members with notice of the meeting.

14.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to this Declaration, which certificate shall identify the Book and Page of the Public Records in which this Declaration is recorded, and shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records of Lee County, Florida.

14.5 Limitation on Amendments to Governing Documents. As long as the Developer holds title to any Parcel or property in the Community, no amendment adopted by the Members shall be effective without the prior written consent and joinder of the Developer, which consent may be denied in the Developer's discretion. No amendment shall be effective which alters the rights and privileges of the Developer, a Builder, an Institutional Mortgagee, the Master Association, District, SFWMD, any governmental authority, taxing district, or a public or private utility, unless such party shall first provide its written consent and joinder. Any amendment to any of the provisions governing the following shall also require approval of fifty-one percent (51%) of the Eligible Mortgage Holders holding mortgages on Parcels in the Community: hazard or fidelity insurance requirements; restoration or repair of any Common Area (after damage or partial condemnation) in a manner other than that specified in this Declaration; and any provisions that expressly benefit mortgage holders, insurers or guarantors. An "Eligible Mortgage Holder" is an Institutional Mortgagee that provides a written request to the Association to be considered an Eligible Mortgage Holder (such request to state the name and address of such holder, insurer, or guarantor and the Parcel). An Eligible Mortgage Holder will be entitled to timely written notice of: any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Parcel on which there is an Institutional Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; any delinquency in the payment of Assessments or charges owed by an Owner of a Parcel subject to the mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, provided, however, notwithstanding this provision, any Institutional Mortgagee, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Parcel of any obligation under the Governing Documents which is not cured within sixty (60) days; any lapse, cancellation, or material modification of any insurance policy maintained by the Association; any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders; or any "material amendments" and "extraordinary actions," as such terms are defined in applicable requirements of the Veterans Administration. A majority of Institutional Mortgagees may demand that the Association retain professional management and obtain an audit of the Association's financial records. No amendment shall materially or adversely alter the proportionate Voting Interest appurtenant to a Parcel or increase the proportion or percentage by which a Parcel shares in the liability for Assessments unless the Owner and all record owners of liens on the Parcels join in the execution of the amendment. A change in the quorum requirement is not an alteration of Voting Interests. No amendment shall convert a Parcel into Common Area or redefine a Parcel's boundaries unless the Association obtains the prior written consent and joinder, in recordable form, of that Owner and all holders of a lien against that Parcel.

14.6 Developer Amendment of Documents. In addition to such other rights of amendment or modification by the Developer or the Founder provided for in this Declaration, to the extent permitted by law, the Developer, or any entity which succeeds to its position as the Developer of the Community, may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the provisions of this Declaration or any of its recorded exhibits, subject to such approval as required under the introductory paragraph of Section 14. Any amendment made pursuant to this paragraph may be made without notice to the Members or to any other entity.

15. TURNOVER. Members other than the Developer are entitled to elect one (1) Director pursuant to Section 720.307(2) of the Act (i.e., when fifty percent (50%) of all Parcels in the Community that

ultimately will be operated by the Association have been conveyed to Members other than the Developer). Members other than the Developer are entitled to elect a majority of the Board of Directors three (3) months after ninety percent (90%) of all Parcels in the Community that ultimately will be operated by the Association have been conveyed to Members other than the Developer. For purposes of this Section, the term "Members other than the Developer" shall not include Builders. Pursuant to Section 720.307 of the Act, the Developer shall be entitled to elect (appoint) at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of the Community. The Developer may turn over control of the Board of Directors prior to the Turnover Meeting by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Developer and Builders to elect Directors and assume control of the Association, provided that the Developer has provided at least thirty (30) days' notice to the Members. Notwithstanding the above, the Developer shall not turnover control of the Board of Directors earlier than required hereunder without first offering to assign the rights and status of the Developer and/or the right to appoint directors to the Founder under the Master Charter.

16. GENERAL PROVISIONS.

16.1 Waiver. Any waiver by the Developer of the breach of any provisions of this Declaration must be in writing and shall not operate or be construed as a waiver of any other provision or of any subsequent breach.

16.2 Severability. If any section, subsection, sentence, clause, phrase or portion of this Declaration or any of its recorded exhibits is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions.

16.3 Headings. The headings of the Sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents thereof.

16.4 Notices. Any notice required to be sent to any Owner other than the Developer under the provisions of this Declaration or the Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. The Owner bears the responsibility for notifying the Association of any change of address. Any notice sent to the Developer shall be sent by certified or registered mail, return receipt requested to Pulte Home Company, LLC, Attn: Scott Brooks, 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134.

16.5 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Developer does hereby execute this Declaration of Covenants, Conditions and Restrictions on the day and year set forth below.

In the Presence of:

PULTE HOME COMPANY, a Michigan limited liability company

Kimberly Morton
Printed name: Kimberly Morton

By: _____
Scott Brooks
Its: Director-Land Development
Southwest Florida Division

Laura A. Ray
Printed name: LAURA A. RAY

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 7th day of December, 2022, by (✓) physical presence or ( ) online notarization, by Scott Brooks, as Director-Land Development, Southwest Florida Division of Pulte Home Company, LLC, a Michigan limited liability company. He is personally known to me.

Laura A. Ray
Notary Public, State of Florida
Print Name_____
Serial No._____
My Commission Expires:_____

(SEAL)

LAURA A. RAY
MY COMMISSION # GG 311908
EXPIRES: July 13, 2023
Bonded Thru Notary Public Underwriters

CONSENT

BABCOCK PROPERTY HOLDINGS, L.L.C., a Delaware limited liability company ("Founder"), consents to the recording of the foregoing Declaration of Covenants, Conditions and Restrictions for TerraWalk ("Declaration"). Founder's consent to the Declaration does not constitute acceptance of any provision inconsistent with the Second Amended and Restated Charter for Babcock Ranch Residential Properties recorded in the Public Records of Charlotte County, Florida in O.R. Book 4966, Page 1167 et. seq., as Instrument No. 3089149, and in the Public Records of Lee County, Florida at Instrument No. 2022000129701, as amended and supplemented (the "Master Charter"), or a waiver of any provision of or rights under the Charter or any agreement between the Founder and the Developer, which provisions shall control in the event of a conflict (except to the extent that the Declaration imposes additional or greater restrictions, as permitted by the Charter).

IN WITNESS WHEREOF, the Founder does hereby execute this Consent on the day and year set forth below.

In the Presence of:

Mary J. Carosella
Printed name: Mary F. Carosella

Karen B. Downs
Printed name: Karen B. Downs

BABCOCK PROPERTY HOLDINGS, L.L.C, a Delaware limited liability company

By: Alfred P. Dougherty
Print Name: Alfred P. Dougherty
Print Title: COO

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 5th day of July, 2023, by (✓) physical presence or ( ) online notarization, by Alfred P. Dougherty as COO of Babcock Property Holdings, L.L.C., a Delaware limited liability company. (✓) He is personally known to me.

(SEAL)

SHEILA D. NICOLOFF MY COMMISSION EXPIRES OCTOBER 28, 2023 #GG 927525 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Sheila D. Nicoloff
Notary Public, State of Florida
Print Name Sheila D. Nicoloff
Serial No. GG 927525
My Commission Expires: October 28, 2023

EXHIBITS

Exhibit "A"	Legal Description for Phases 1 and 2
Exhibit "A-1"	Legal Description for Phase 1
Exhibit "A-2"	Legal Description for Phase 2
Exhibit "B"	Articles of Incorporation
Exhibit "C"	Bylaws

EXHIBIT "A"

The real property that is legally described in Exhibits "A-1" and "A-2" below.

RHODES & RHODES LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FLORIDA 34135
PHONE (239) 405-8166 FAX (239) 405-8163

Exhibit "A-1"

LEGAL DESCRIPTION
TAKEDOWN (NORTH)

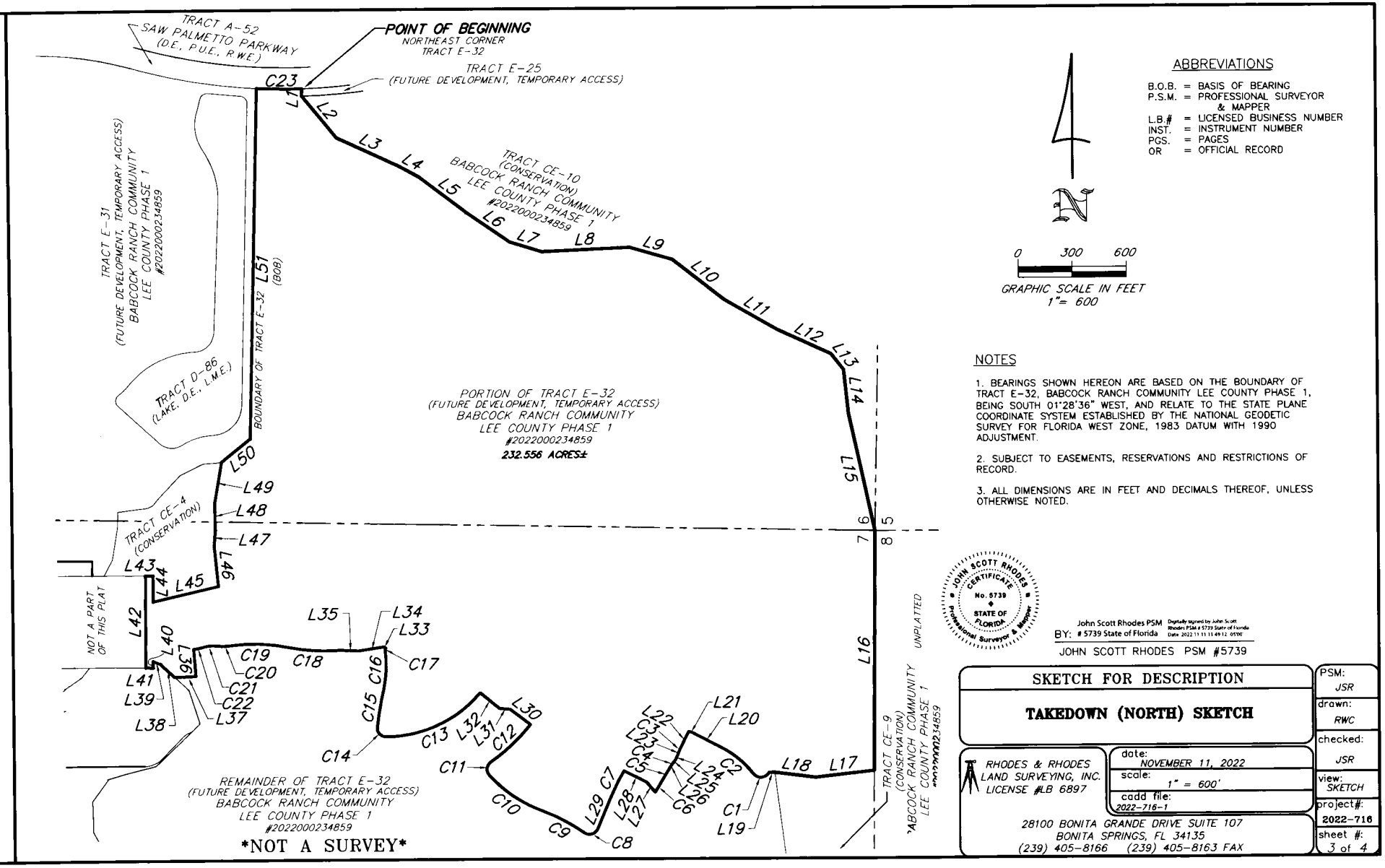
Being a portion of Tract E-32, Babcock Ranch Community Lee County Phase 1, according to the plat thereof recorded as Instrument Number 2022000234859 of the public records of Lee County, Florida, being more particularly described as follows:

BEGINNING at the northeast corner of Tract E-32, Babcock Ranch Community Lee County Phase 1, according to the plat thereof recorded as Instrument Number 2022000234859 of the public records of Lee County, Florida; thence run the following Sixteen (16) courses along the boundary of said Tract E-31; Course No. 1: South 01°28'40" West, 41.30 feet; Course No. 2: South 38°59'48" East, 303.49 feet; Course No. 3: South 64°57'16" East, 363.21 feet; Course No. 4: South 61°10'07" East, 146.56 feet; Course No. 5: South 52°22'03" East, 330.58 feet; Course No. 6: South 54°51'30" East, 288.56 feet; Course No. 7: South 72°39'18" East, 185.17 feet; Course No. 8: North 87°25'06" East, 490.25 feet; Course No. 9: South 73°53'09" East, 245.31 feet; Course No. 10: South 51°21'59" East, 370.75 feet; Course No. 11: South 59°47'07" East, 340.61 feet; Course No. 12: South 64°55'14" East, 322.42 feet; Course No. 13: South 38°18'20" East, 112.17 feet; Course No. 14: South 05°55'40" East, 246.86 feet; Course No. 15: South 12°17'52" East, 679.09 feet; Course No. 16: South 00°23'16" West, 1,356.88 feet; thence South83°25'18" West, a distance of 331.19 feet; thence North 82°22'54" West, a distance of 226.98 feet; thence South 88°31'29" West, a distance of 32.39 feet to a point on a non-tangential curve; thence southwesterly, 50.40 feet along the arc of a circular curve, concave northwesterly, having a radius of 50.00 feet, through a central angle of 57°45'19" and being subtended by a chord that bears South 55°43'36" West, 48.29 feet to a point of compound curvature; thence westerly, 50.40 feet along the arc of a circular curve, concave northeasterly, having a radius of 50.00 feet, through a central angle of 57°45'19" and being subtended by a chord that bears North 66°31'05" West, 48.29 feet to a point of reverse curvature; thence northwesterly, 243.57 feet along the arc of a circular curve, concave southwesterly, having a radius of 565.00 feet, through a central angle of 24°41'59" and being subtended by a chord that bears North 49°59'26" West, 241.69 feet; thence North 62°20'26" West, a distance of 101.72 feet; thence North 62°20'26" West, a distance of 64.20 feet; thence North 67°49'54" West, a distance of 28.42 feet; thence South 25°59'18" West, a distance of 112.94 feet to a point on a non-tangential curve; thence southerly, 4.40 feet along the arc of a circular curve, concave easterly, having a radius of 25.00 feet, through a central angle of 10°04'45" and being subtended by a chord that bears South 21°13'21" West, 4.39 feet; thence South 21°13'21" West, a distance of 34.18 feet; thence South 22°49'48" West, a distance of 22.14 feet; thence South 36°49'01" West, a distance of 32.13 feet to a point on a non-tangential curve; thence southwesterly, 6.77 feet along the arc of a circular curve, concave southeasterly, having a radius of 25.00 feet, through a central angle of 15°31'10" and being subtended by a chord that bears South 36°49'01" West, 6.75 feet; thence South 29°17'35" West, a distance of 16.68 feet to a point on a non-tangential curve; thence southwesterly, 90.30 feet along the arc of a circular curve, concave northwesterly, having a radius of 2,025.00 feet, through a central angle of 02°33'18" and being subtended by a chord that bears South 30°48'24" West, 90.29 feet to a point of reverse curvature; thence southwesterly, 72.57 feet along the arc of a circular curve, concave southeasterly, having a radius of 1,175.00 feet, through a central angle of 03°32'20" and being subtended by a chord that bears South 30°18'53" West, 72.56 feet; thence North 38°58'25" West, a distance of 75.40 feet; thence North 63°24'23" West, a distance of 140.21 feet to a point on a non-tangential curve; thence southwesterly, 33.75 feet along the arc of a circular curve, concave southeasterly, having a radius of 1,385.00 feet, through a central angle of 01°23'47" and being subtended by a chord that bears South 28°50'32" West, 33.75 feet to a point of compound curvature; thence southwesterly, 136.35 feet along the arc of a circular curve, concave southeasterly, having a radius of 1,385.00 feet, through a central angle of 05°38'27" and being subtended by a chord that bears South 25°19'25" West, 136.30 feet; thence South 22°30'12" West, a distance of 187.69 feet to a point of curvature; thence westerly, 89.24 feet along the arc of a circular curve, concave northerly, having a radius of 50.00 feet, through a central angle of 102°15'24" and being subtended by a chord that bears South 73°37'54" West, 77.86 feet to a point of reverse curvature; thence northwesterly, 275.24 feet along the arc of a circular curve, concave southwesterly, having a radius of 1,165.00 feet, through a central angle of 13°32'12" and being subtended by a chord that bears North 62°00'30" West, 274.61 feet to a point of reverse curvature; thence northwesterly, 351.31 feet along the arc of a circular curve, concave northeasterly, having a radius of 735.00 feet, through a central angle of 27°23'10" and being subtended by a chord that bears North 55°05'01" West, 347.98 feet to a point of compound curvature; thence northerly, 84.07 feet along the arc of a circular curve, concave easterly, having a radius of 50.00 feet, through a central angle of 96°20'27" and being subtended by a chord that bears North 06°46'47" East, 74.51 feet to

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a point of reverse curvature; thence northeasterly, 220.66 feet along the arc of a circular curve, concave northwesterly, having a radius of 1,015.00 feet, through a central angle of 12°27'22" and being subtended by a chord that bears North 48°43'19" East, 220.23 feet to a point of compound curvature; thence northeasterly, 86.96 feet along the arc of a circular curve, concave northwesterly, having a radius of 1,015.00 feet, through a central angle of 04°54'33" and being subtended by a chord that bears North 40°02'22" East, 86.94 feet; thence North 52°24'54" West, a distance of 140.00 feet; thence North 85°47'16" West, a distance of 60.68 feet; thence North 50°05'46" West, a distance of 140.00 feet to a point on a non-tangential curve; thence southwesterly, 100.02 feet along the arc of a circular curve, concave northwesterly, having a radius of 685.00 feet, through a central angle of 08°21'59" and being subtended by a chord that bears South 44°05'13" West, 99.94 feet to a point of compound curvature; thence westerly, 497.66 feet along the arc of a circular curve, concave northerly, having a radius of 685.00 feet, through a central angle of 41°37'35" and being subtended by a chord that bears South 69°05'00" West, 486.79 feet to a point of compound curvature; thence northwesterly, 84.46 feet along the arc of a circular curve, concave northeasterly, having a radius of 50.00 feet, through a central angle of 96°47'22" and being subtended by a chord that bears North 41°42'32" West, 74.77 feet to a point of compound curvature; thence northerly, 203.89 feet along the arc of a circular curve, concave easterly, having a radius of 2,010.00 feet, through a central angle of 05°48'43" and being subtended by a chord that bears North 09°35'31" East, 203.80 feet to a point of reverse curvature; thence northerly, 224.84 feet along the arc of a circular curve, concave westerly, having a radius of 690.00 feet, through a central angle of 18°40'13" and being subtended by a chord that bears North 03°09'46" East, 223.85 feet to a point of reverse curvature; thence northerly, 23.80 feet along the arc of a circular curve, concave easterly, having a radius of 50.00 feet, through a central angle of 27°16'03" and being subtended by a chord that bears North 07°27'41" East, 23.57 feet; thence North 68°54'18" West, a distance of 12.55 feet; thence South 81°25'48" West, a distance of 140.00 feet; thence North 87°57'17" West, a distance of 98.45 feet to a point on a non-tangential curve; thence westerly, 317.13 feet along the arc of a circular curve, concave northerly, having a radius of 1,170.00 feet, through a central angle of 15°31'48" and being subtended by a chord that bears North 86°06'30" West, 316.16 feet to a point of reverse curvature; thence westerly, 281.94 feet along the arc of a circular curve, concave southerly, having a radius of 830.00 feet, through a central angle of 19°27'46" and being subtended by a chord that bears North 88°04'30" West, 280.59 feet to a point of reverse curvature; thence westerly, 36.64 feet along the arc of a circular curve, concave northerly, having a radius of 420.00 feet, through a central angle of 04°59'54" and being subtended by a chord that bears South 84°41'35" West, 36.63 feet to a point of compound curvature; thence westerly, 59.69 feet along the arc of a circular curve, concave northerly, having a radius of 420.00 feet, through a central angle of 08°08'32" and being subtended by a chord that bears North 88°44'12" West, 59.64 feet to a point of reverse curvature; thence westerly, 79.65 feet along the arc of a circular curve, concave southerly, having a radius of 200.00 feet, through a central angle of 22°49'03" and being subtended by a chord that bears South 83°55'33" West, 79.12 feet to a point of reverse curvature; thence westerly, 47.57 feet along the arc of a circular curve, concave northerly, having a radius of 205.00 feet, through a central angle of 13°17'40" and being subtended by a chord that bears South 79°09'51" West, 47.46 feet; thence South 04°04'10" East, a distance of 154.31 feet; thence South 87°49'53" West, a distance of 118.17 feet to a point on the boundary of aforesaid Tract E-32; thence run the following Fifteen (15) courses along the boundary of said Tract E-32; Course No. 1: North 46°25'02" West, 108.01 feet; Course No. 2: North 69°51'36" West, 43.86 feet; Course No. 3: South 00°19'49" West, 35.69 feet; Course No. 4: North 89°40'15" West, 41.00 feet; Course No. 5: North 00°19'49" East, 520.00 feet; Course No. 6: South 89°40'15" East, 41.00 feet; Course No. 7: South 00°19'49" West, 147.22 feet; Course No. 8: North 76°47'55" East, 374.18 feet; Course No. 9: North 05°28'43" West, 227.42 feet; Course No. 10: North 04°09'20" East, 92.19 feet; Course No. 11: North 00°54'52" West, 150.54 feet; Course No. 12: North 09°55'46" East, 236.74 feet; Course No. 13: North 50°46'57" East, 205.06 feet; Course No. 14: North 01°28'36" East, 1,976.07 feet to a point on a non-tangential curve; Course No. 15: easterly, 249.54 feet along the arc of a circular curve, concave northerly, having a radius of 3,047.15 feet, through a central angle of 04°41'32" and being subtended by a chord that bears South 89°18'56" East, 249.47 feet to the POINT OF BEGINNING.

Containing 232.556 acres, more or less.



ABBREVIATIONS

B.O.B. = BASIS OF BEARING
P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
L.B.# = LICENSED BUSINESS NUMBER
INST. = INSTRUMENT NUMBER
PGS. = PAGES
OR = OFFICIAL RECORD

NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE BOUNDARY OF TRACT E-32, BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1, BEING SOUTH 01°28'36" WEST, AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.

2. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

3. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

JOHN SCOTT RHODES CERTIFICATE No. 5739 STATE OF FLORIDA Professional Surveyor & Mapper

John Scott Rhodes PSM Digitally signed by John Scott Rhodes PSM # 5739 State of Florida Date: 2022.11.11 13:49:12 -05'00'
BY: # 5739 State of Florida

JOHN SCOTT RHODES PSM #5739

SKETCH FOR DESCRIPTION

TAKEDOWN (NORTH) SKETCH

RHODES & RHODES LAND SURVEYING, INC.
LICENSE #LB 6897

date: NOVEMBER 11, 2022
scale: 1" = 600'
cadd file: 2022-716-1

28100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FL 34135
(239) 405-8166 (239) 405-8163 FAX

PSM: JSR
drawn: RWC
checked: JSR
view: SKETCH
project#: 2022-716
sheet #: 3 of 4

Z:\Babcock Ranch Pulte Devosta\takedowns 2022-716-1.dwg, sketch, 11/11 2022 11:21:07 AM, 1:1

LINE TABLE		
LINE	LENGTH	BEARING
L1	41.30'	S 01°28'40" W
L2	303.49'	S 38°59'48" E
L3	363.21'	S 64°57'16" E
L4	146.56'	S 61°10'07" E
L5	330.58'	S 52°22'03" E
L6	288.56'	S 54°51'30" E
L7	185.17'	S 72°39'18" E
L8	490.25'	N 87°25'06" E
L9	245.31'	S 73°53'09" E
L10	370.75'	S 51°21'59" E
L11	340.61'	S 59°47'07" E
L12	322.42'	S 64°55'14" E
L13	112.17'	S 38°18'20" E
L14	246.86'	S 05°55'40" E
L15	679.09'	S 12°17'52" E
L16	1356.88'	S 00°23'16" W
L17	331.19'	S 83°25'18" W
L18	226.98'	N 82°22'54" W
L19	32.39'	S 88°31'29" W
L20	165.92'	N 62°20'26" W
L21	28.42'	N 67°49'54" W
L22	112.94'	S 25°59'18" W
L23	34.18'	S 21°13'21" W
L24	22.14'	S 22°49'48" W
L25	32.13'	S 36°49'01" W
L26	16.68'	S 29°17'35" W
L27	75.40'	N 38°58'25" W
L28	140.21'	N 63°24'23" W
L29	187.69'	S 22°30'12" W
L30	140.00'	N 52°24'54" W
L31	60.68'	N 85°47'16" W
L32	140.00'	N 50°05'46" W
L33	12.55'	N 68°54'18" W
L34	140.00'	S 81°25'48" W
L35	98.45'	N 87°57'17" W
L36	154.31'	S 04°04'10" E
L37	118.17'	S 87°49'53" W
L38	108.01'	N 46°25'02" W
L39	43.86'	N 69°51'36" W
L40	35.69'	S 00°19'49" W
L41	41.00'	N 89°40'15" W
L42	520.00'	N 00°19'49" E
L43	41.00'	S 89°40'15" E
L44	147.22'	S 00°19'49" W
L45	374.18'	N 76°47'55" E
L46	227.42'	N 05°28'43" W
L47	92.19'	N 04°09'20" E
L48	150.54'	N 00°54'52" W
L49	236.74'	N 09°55'46" E
L50	205.06'	N 50°46'57" E
L51	1976.07'	N 01°28'36" E

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	50.00'	115°30'37"	100.80'	84.58'	S 84°36'15" W
C2	565.00'	24°41'59"	243.57'	241.69'	N 49°59'26" W
C3	25.00'	10°04'45"	4.40'	4.39'	S 21°13'21" W
C4	25.00'	15°31'10"	6.77'	6.75'	S 36°49'01" W
C5	2025.00'	2°33'18"	90.30'	90.29'	S 30°48'24" W
C6	1175.00'	3°32'20"	72.57'	72.56'	S 30°18'53" W
C7	1385.00'	7°02'13"	170.11'	170.00'	S 26°01'19" W
C8	50.00'	102°15'24"	89.24'	77.86'	S 73°37'54" W
C9	1165.00'	13°32'12"	275.24'	274.61'	N 62°00'30" W
C10	735.00'	27°23'10"	351.31'	347.98'	N 55°05'01" W
C11	50.00'	96°20'27"	84.07'	74.51'	N 06°46'47" E
C12	1015.00'	17°21'55"	307.63'	306.45'	N 46°16'03" E
C13	685.00'	49°59'34"	597.69'	578.91'	N 64°54'00" E
C14	50.00'	96°47'22"	84.46'	74.77'	S 41°42'32" E
C15	2010.00'	5°48'43"	203.89'	203.80'	S 09°35'31" W
C16	690.00'	18°40'13"	224.84'	223.85'	S 03°09'46" W
C17	50.00'	27°16'03"	23.80'	23.57'	S 07°27'41" W
C18	1170.00'	15°31'48"	317.13'	316.16'	N 86°06'30" W
C19	830.00'	19°27'46"	281.94'	280.59'	N 88°04'30" W
C20	420.00'	13°08'27"	96.33'	96.12'	S 88°45'51" W
C21	200.00'	22°49'03"	79.65'	79.12'	S 83°55'33" W
C22	205.00'	13°17'40"	47.57'	47.46'	S 79°09'51" W
C23	3047.15'	4°41'32"	249.54'	249.47'	S 89°18'56" E

NOT A SURVEY

SKETCH FOR DESCRIPTION

TAKEDOWN (NORTH) SKETCH

RHODES & RHODES
LAND SURVEYING, INC.
LICENSE #LB 6897

28100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FL 34135
(239) 405-8166 (239) 405-8163 FAX

date: NOVEMBER 11, 2022
scale: 1" = 600'
cadd file: 2022-716-1

PSM: JSR
drawn: RWC
checked: JSR
view: SKETCH
project#: 2022-716
sheet #: 4 of 4

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RHODES & RHODES LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FLORIDA 34135
PHONE (239) 405-8166 FAX (239) 405-8163

Exhibit "A-2"

LEGAL DESCRIPTION
TAKEDOWN (SOUTH)

Being a portion of Tract E-32, Babcock Ranch Community Lee County Phase 1, according to the plat thereof recorded as Instrument Number 2022000234859 of the public records of Lee County, Florida, being more particularly described as follows:

BEGINNING at the southwest corner of Tract E-32, Babcock Ranch Community Lee County Phase 1, according to the plat thereof recorded as Instrument Number 2022000234859 of the public records of Lee County, Florida; thence run the following Fifty-three (53) courses along the boundary of said Tract E-32; Course No. 1: North 00°23'16" East, 1,179.67 feet to a point of curvature; Course No. 2: northerly, 741.64 feet along the arc of a circular curve, concave westerly, having a radius of 2,897.50 feet, through a central angle of 14°39'55" and being subtended by a chord that bears North 06°56'41" West, 739.61 feet; Course No. 3: North 82°45'35" West, 354.37 feet; Course No. 4: North 07°05'39" West, 130.71 feet; Course No. 5: North 48°55'19" West, 134.56 feet; Course No. 6: North 88°08'26" West, 370.41 feet; Course No. 7: South 71°24'39" West, 108.47 feet; Course No. 8: South 44°02'40" West, 211.80 feet; Course No. 9: South 00°40'21" East, 186.85 feet; Course No. 10: South 20°35'32" East, 135.69 feet; Course No. 11: South 83°52'56" West, 616.19 feet; Course No. 12: South 18°13'57" West, 96.27 feet; Course No. 13: South 67°00'44" West, 283.82 feet; Course No. 14: North 82°19'54" West, 151.15 feet; Course No. 15: North 45°01'04" West, 176.14 feet; Course No. 16: South 85°54'01" West, 166.46 feet; Course No. 17: South 44°25'09" West, 125.38 feet; Course No. 18: South 78°51'14" West, 153.91 feet; Course No. 19: North 64°10'55" West, 165.38 feet; Course No. 20: North 26°34'02" West, 182.53 feet; Course No. 21: North 39°10'40" West, 167.24 feet; Course No. 22: North 01°19'57" East, 206.53 feet; Course No. 23: North 46°00'23" East, 164.22 feet; Course No. 24: North 00°09'54" West, 47.54 feet; Course No. 25: North 58°43'08" East, 238.01 feet; Course No. 26: North 67°12'03" East, 188.62 feet; Course No. 27: North 45°06'51" East, 128.17 feet; Course No. 28: North 34°50'30" East, 162.21 feet; Course No. 29: North 17°01'48" East, 148.64 feet; Course No. 30: North 02°51'10" West, 351.10 feet; Course No. 31: North 74°23'40" West, 168.48 feet; Course No. 32: South 76°19'30" West, 383.27 feet; Course No. 33: South 69°07'19" West, 349.43 feet; Course No. 34: South 40°21'32" West, 33.97 feet to a point on a non-tangential curve; Course No. 35: southwesterly, 53.88 feet along the arc of a circular curve, concave northwesterly, having a radius of 133.00 feet, through a central angle of 23°12'39" and being subtended by a chord that bears South 32°56'05" West, 53.51 feet; Course No. 36: South 40°21'32" West, 238.48 feet; Course No. 37: North 70°05'08" West, 44.75 feet; Course No. 38: North 46°01'33" West, 151.20 feet; Course No. 39: North 85°31'32" West, 220.20 feet; Course No. 40: North 66°32'37" West, 110.29 feet; Course No. 41: North 41°11'22" West, 121.75 feet; Course No. 42: North 10°47'08" West, 122.41 feet; Course No. 43: North 13°26'00" East, 131.48 feet; Course No. 44: North 21°31'29" East, 145.68 feet; Course No. 45: North 09°20'10" West, 141.21 feet; Course No. 46: North 28°15'38" West, 173.36 feet; Course No. 47: North 01°14'43" West, 175.65 feet; Course No. 48: North 35°52'22" East, 153.11 feet; Course No. 49: North 73°38'17" East, 103.32 feet; Course No. 50: North 75°45'08" East, 170.91 feet; Course No. 51: North 45°39'28" East, 343.54 feet; Course No. 52: North 17°53'12" West, 198.41 feet; Course No. 53: North 46°25'02" West, a distance of 108.01 feet; thence North 87°49'53" East, a distance of 118.17 feet; thence North 04°04'10" West, a distance of 154.31 feet to a point on a non-tangential curve; thence easterly, 47.57 feet along the arc of a circular curve, concave northerly, having a radius of 205.00 feet, through a central angle of 13°17'40" and being subtended by a chord that bears North 79°09'51" East, 47.46 feet to a point of reverse curvature; thence easterly, 79.65 feet along the arc of a circular curve, concave southerly, having a radius of 200.00 feet, through a central angle of 22°49'03" and being subtended by a chord that bears North 83°55'33" East, 79.12 feet to a point of reverse curvature; thence easterly, 96.33 feet along the arc of a circular curve, concave northerly, having a radius of 420.00 feet, through a central angle of 13°08'27" and being subtended by a chord that bears North 88°45'51" East, 96.12 feet to a point of reverse curvature; thence easterly, 281.94 feet along the arc of a circular curve, concave southerly, having a radius of 830.00 feet, through a central angle of 19°27'46" and being subtended by a chord that bears South 88°04'30" East, 280.59 feet to a point of reverse curvature; thence easterly, 317.13 feet along the arc of a circular curve, concave northerly, having a radius of 1,170.00 feet, through a central angle of 15°31'48" and being subtended by a chord that bears South 86°06'30" East, 316.16 feet; thence South 87°57'17" East, a distance of 98.45 feet; thence North 81°25'48" East, a distance of 140.00 feet; thence South 68°54'18" East, a distance of 12.55 feet to a point on a non-tangential curve; thence southerly, 23.80 feet along the arc of a circular curve, concave easterly, having a radius of 50.00 feet, through a central angle of 27°16'03" and being subtended by a chord that bears South 07°27'41" West, 23.57 feet to a point of reverse curvature;

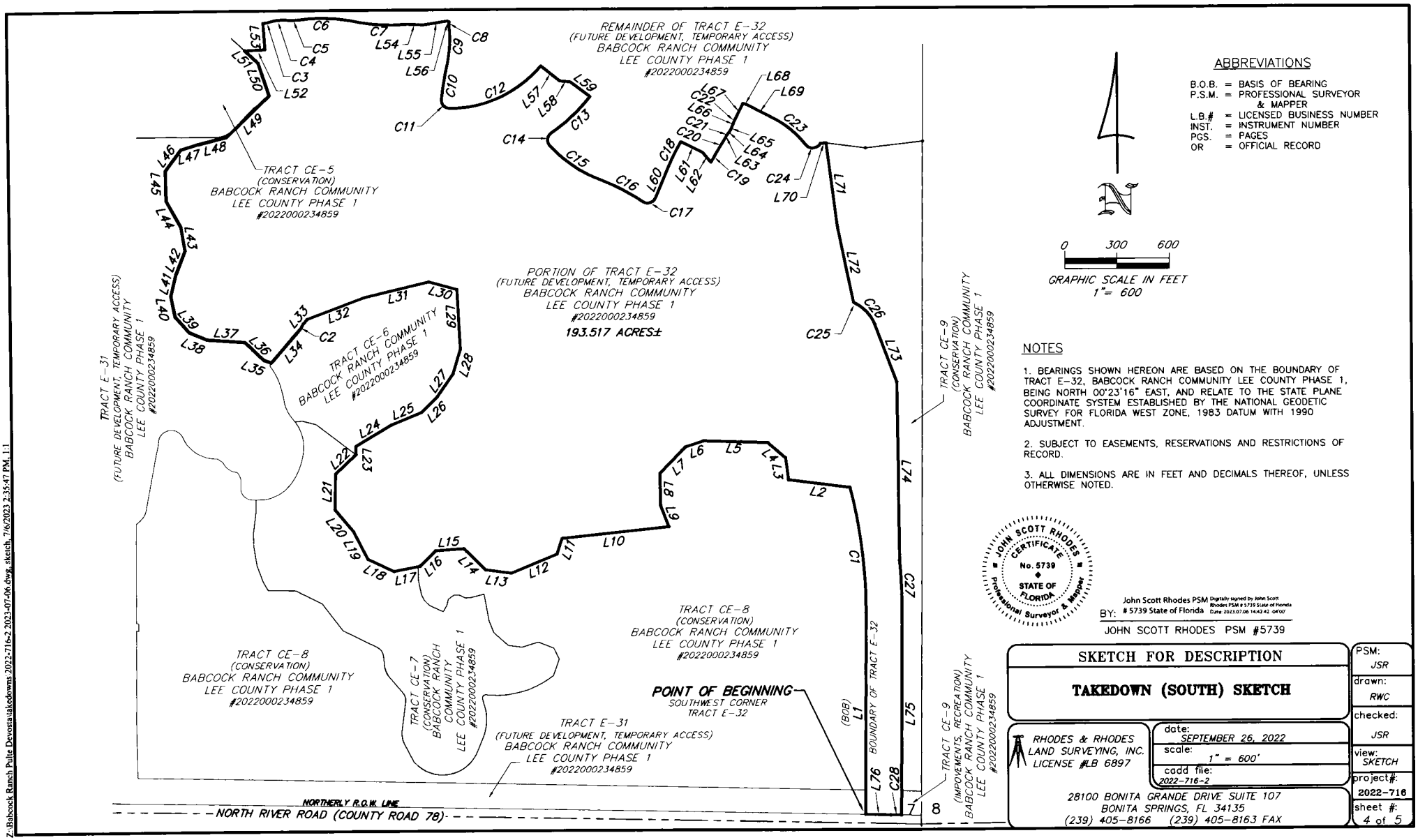
RHODES & RHODES LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FLORIDA 34135
PHONE (239) 405-8166 FAX (239) 405-8163

thence southerly, 224.84 feet along the arc of a circular curve, concave westerly, having a radius of 690.00 feet, through a central angle of 18°40'13" and being subtended by a chord that bears South 03°09'46" West, 223.85 feet to a point of reverse curvature; thence southerly, 203.89 feet along the arc of a circular curve, concave easterly, having a radius of 2,010.00 feet, through a central angle of 05°48'43" and being subtended by a chord that bears South 09°35'31" West, 203.80 feet to a point of compound curvature; thence southeasterly, 84.46 feet along the arc of a circular curve, concave northeasterly, having a radius of 50.00 feet, through a central angle of 96°47'22" and being subtended by a chord that bears South 41°42'32" East, 74.77 feet to a point of compound curvature; thence northeasterly, 597.69 feet along the arc of a circular curve, concave northwesterly, having a radius of 685.00 feet, through a central angle of 49°59'34" and being subtended by a chord that bears North 64°54'00" East, 578.91 feet; thence South 50°05'46" East, a distance of 140.00 feet; thence South 85°47'16" East, a distance of 60.68 feet; thence South 52°24'54" East, a distance of 140.00 feet to a point on a non-tangential curve; thence southwesterly, 307.63 feet along the arc of a circular curve, concave northwesterly, having a radius of 1,015.00 feet, through a central angle of 17°21'55" and being subtended by a chord that bears South 46°16'03" West, 306.45 feet to a point of reverse curvature; thence southerly, 84.07 feet along the arc of a circular curve, concave easterly, having a radius of 50.00 feet, through a central angle of 96°20'27" and being subtended by a chord that bears South 06°46'47" West, 74.51 feet to a point of compound curvature; thence southeasterly, 351.31 feet along the arc of a circular curve, concave northeasterly, having a radius of 735.00 feet, through a central angle of 27°23'10" and being subtended by a chord that bears South 55°05'01" East, 347.98 feet to a point of reverse curvature; thence southeasterly, 275.24 feet along the arc of a circular curve, concave southwesterly, having a radius of 1,165.00 feet, through a central angle of 13°32'12" and being subtended by a chord that bears South 62°00'30" East, 274.61 feet to a point of reverse curvature; thence easterly, 89.24 feet along the arc of a circular curve, concave northerly, having a radius of 50.00 feet, through a central angle of 102°15'24" and being subtended by a chord that bears North 73°37'54" East, 77.86 feet; thence North 22°30'12" East, a distance of 187.69 feet to a point of curvature; thence northeasterly, 170.11 feet along the arc of a circular curve, concave southeasterly, having a radius of 1,385.00 feet, through a central angle of 07°02'13" and being subtended by a chord that bears North 26°01'19" East, 170.00 feet; thence South 63°24'23" East, a distance of 140.21 feet; thence South 38°58'25" East, a distance of 75.40 feet to a point on a non-tangential curve; thence northeasterly, 72.57 feet along the arc of a circular curve, concave southeasterly, having a radius of 1,175.00 feet, through a central angle of 03°32'20" and being subtended by a chord that bears North 30°18'53" East, 72.56 feet to a point of reverse curvature; thence northeasterly, 90.30 feet along the arc of a circular curve, concave northwesterly, having a radius of 2,025.00 feet, through a central angle of 02°33'18" and being subtended by a chord that bears North 30°48'24" East, 90.29 feet; thence North 29°17'35" East, a distance of 16.68 feet to a point on a non-tangential curve; thence northeasterly, 6.77 feet along the arc of a circular curve, concave southeasterly, having a radius of 25.00 feet, through a central angle of 15°31'10" and being subtended by a chord that bears North 36°49'01" East, 6.75 feet; thence North 36°49'01" East, a distance of 32.13 feet; thence North 22°49'48" East, a distance of 22.14 feet; thence North 21°13'21" East, a distance of 34.18 feet to a point on a non-tangential curve; thence northerly, 4.40 feet along the arc of a circular curve, concave easterly, having a radius of 25.00 feet, through a central angle of 10°04'45" and being subtended by a chord that bears North 21°13'21" East, 4.39 feet; thence North 25°59'18" East, a distance of 112.94 feet; thence South 67°49'54" East, a distance of 28.42 feet; thence South 62°20'26" East, a distance of 165.92 feet to a point of curvature; thence southeasterly, 243.57 feet along the arc of a circular curve, concave southwesterly, having a radius of 565.00 feet, through a central angle of 24°41'59" and being subtended by a chord that bears South 49°59'26" East, 241.69 feet to a point of reverse curvature; thence easterly, 100.80 feet along the arc of a circular curve, concave northerly, having a radius of 50.00 feet, through a central angle of 115°30'37" and being subtended by a chord that bears North 84°36'15" East, 84.58 feet; thence North 88°31'29" East, a distance of 32.39 feet to a point on the boundary of aforesaid Tract E-32; thence run the following Ten (10) courses along the boundary of said Tract E-32; Course No. 1: South 07°19'24" East, 490.20 feet; Course No. 2: South 11°19'20" East, 449.71 feet to a point on a non-tangential curve; Course No. 3: southeasterly, 20.55 feet along the arc of a circular curve, concave northeasterly, having a radius of 74.40 feet, through a central angle of 15°49'32" and being subtended by a chord that bears South 54°22'08" East, 20.48 feet to a point of reverse curvature; Course No. 4: southeasterly, 164.43 feet along the arc of a circular curve, concave southwesterly, having a radius of 223.60 feet, through a central angle of 42°08'02" and being subtended by a chord that bears South 41°12'53" East, 160.75 feet; Course No. 5: South 20°08'52" East, 357.73 feet; Course No. 6: South 00°32'54" East, 1,044.06 feet to a point on a non-tangential curve; Course No. 7: southerly, 306.53 feet along the arc of a circular curve, concave westerly, having a radius of 3,102.50 feet, through a central angle

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of 05°39'39" and being subtended by a chord that bears South 02°26'33" East, 306.41 feet; Course No. 8: South 00°23'16" West, 1,182.15 feet to a point on a non-tangential curve; Course No. 9: westerly, 61.96 feet along the arc of a circular curve, concave northerly, having a radius of 11,339.17 feet, through a central angle of 00°18'47" and being subtended by a chord that bears North 89°01'40" West, 61.96 feet; Course No. 10: North 88°52'16" West, 143.06 feet to the POINT OF BEGINNING.

Containing 8,429,586 square feet or 193.516 acres, more or less.



ABBREVIATIONS

B.O.B. = BASIS OF BEARING
P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
L.B.# = LICENSED BUSINESS NUMBER
INST. = INSTRUMENT NUMBER
PGS. = PAGES
OR = OFFICIAL RECORD

NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE BOUNDARY OF TRACT E-32, BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1, BEING NORTH 00°23'16" EAST, AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.

2. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

3. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

JOHN SCOTT RHODES CERTIFICATE No. 5739 STATE OF FLORIDA Professional Surveyor & Mapper

BY: John Scott Rhodes PSM Digitally signed by John Scott Rhodes PSM # 5739 State of Florida Date: 2023.07.06 14:42:41 -04'00'
JOHN SCOTT RHODES PSM #5739

SKETCH FOR DESCRIPTION

TAKEDOWN (SOUTH) SKETCH

RHODES & RHODES LAND SURVEYING, INC.
LICENSE #LB 6897

28100 BONITA GRANDE DRIVE SUITE 107
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date:	SEPTEMBER 26, 2022
scale:	1" = 600'
cadd file:	2022-716-2
PSM:	JSR
drawn:	RWC
checked:	JSR
view:	SKETCH
project#:	2022-716
sheet #:	4 of 5

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LINE TABLE		
LINE	LENGTH	BEARING
L1	1179.67'	N 00°23'16" E
L2	354.37'	N 82°45'35" W
L3	130.71'	N 07°05'39" W
L4	134.56'	N 48°55'19" W
L5	370.41'	N 88°08'26" W
L6	108.47'	S 71°24'39" W
L7	211.80'	S 44°02'40" W
L8	186.85'	S 00°40'21" E
L9	135.69'	S 20°35'32" E
L10	616.19'	S 83°52'56" W
L11	96.27'	S 18°13'57" W
L12	283.82'	S 67°00'44" W
L13	151.15'	N 82°19'54" W
L14	176.14'	N 45°01'04" W
L15	166.46'	S 85°54'01" W
L16	125.38'	S 44°25'09" W
L17	153.91'	S 78°51'14" W
L18	165.38'	N 64°10'55" W
L19	182.53'	N 26°34'02" W
L20	167.24'	N 39°10'40" W
L21	206.53'	N 01°19'57" E
L22	164.22'	N 46°00'23" E
L23	47.54'	N 00°09'54" W
L24	238.01'	N 58°43'08" E
L25	188.62'	N 67°12'03" E
L26	128.17'	N 45°06'51" E
L27	162.21'	N 34°50'30" E
L28	148.64'	N 17°01'48" E
L29	351.10'	N 02°51'10" W
L30	168.48'	N 74°23'40" W
L31	383.27'	S 76°19'30" W
L32	349.43'	S 69°07'19" W
L33	33.97'	S 40°21'32" W
L34	238.48'	S 40°21'32" W
L35	44.75'	N 70°05'08" W
L36	151.20'	N 46°01'33" W
L37	220.20'	N 85°31'32" W
L38	110.29'	N 66°32'37" W

LINE TABLE		
LINE	LENGTH	BEARING
L39	121.75'	N 41°11'22" W
L40	122.41'	N 10°47'08" W
L41	131.48'	N 13°26'00" E
L42	145.68'	N 21°31'29" E
L43	141.21'	N 09°20'10" W
L44	173.36'	N 28°15'38" W
L45	175.65'	N 01°14'43" W
L46	153.11'	N 35°52'22" E
L47	103.32'	N 73°38'17" E
L48	170.91'	N 75°45'08" E
L49	343.54'	N 45°39'28" E
L50	198.41'	N 17°53'12" W
L51	108.01'	N 46°25'02" W
L52	118.17'	N 87°49'53" E
L53	154.31'	N 04°04'10" W
L54	98.45'	S 87°57'17" E
L55	140.00'	N 81°25'48" E
L56	12.55'	S 68°54'18" E
L57	140.00'	S 50°05'46" E
L58	60.68'	S 85°47'16" E
L59	140.00'	S 52°24'54" E
L60	187.69'	N 22°30'12" E
L61	140.21'	S 63°24'23" E
L62	75.40'	S 38°58'25" E
L63	16.68'	N 29°17'35" E
L64	32.13'	N 36°49'01" E
L65	22.14'	N 22°49'48" E
L66	34.18'	N 21°13'21" E
L67	112.94'	N 25°59'18" E
L68	28.42'	S 67°49'54" E
L69	165.92'	S 62°20'26" E
L70	32.39'	N 88°31'29" E
L71	490.20'	S 07°19'24" E
L72	449.71'	S 11°19'20" E
L73	357.73'	S 20°08'52" E
L74	1044.06'	S 00°32'54" E
L75	1182.15'	S 00°23'16" W
L76	143.06'	N 88°52'16" W

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2897.50'	14°39'55"	741.64'	739.61'	N 06°56'41" W
C2	133.00'	23°12'39"	53.88'	53.51'	S 32°56'05" W
C3	205.00'	13°17'40"	47.57'	47.46'	N 79°09'51" E
C4	200.00'	22°49'03"	79.65'	79.12'	N 83°55'33" E
C5	420.00'	13°08'27"	96.33'	96.12'	N 88°45'51" E
C6	830.00'	19°27'46"	281.94'	280.59'	S 88°04'30" E
C7	1170.00'	15°31'48"	317.13'	316.16'	S 86°06'30" E
C8	50.00'	27°16'03"	23.80'	23.57'	S 07°27'41" W
C9	690.00'	18°40'13"	224.84'	223.85'	S 03°09'46" W
C10	2010.00'	5°48'43"	203.89'	203.80'	S 09°35'31" W
C11	50.00'	96°47'22"	84.46'	74.77'	S 41°42'32" E
C12	685.00'	49°59'34"	597.69'	578.91'	N 64°54'00" E
C13	1015.00'	17°21'55"	307.63'	306.45'	S 46°16'03" W
C14	50.00'	96°20'27"	84.07'	74.51'	S 06°46'47" W
C15	735.00'	27°23'10"	351.31'	347.98'	S 55°05'01" E
C16	1165.00'	13°32'12"	275.24'	274.61'	S 62°00'30" E
C17	50.00'	102°15'24"	89.24'	77.86'	N 73°37'54" E
C18	1385.00'	7°02'13"	170.11'	170.00'	N 26°01'19" E
C19	1175.00'	3°32'20"	72.57'	72.56'	N 30°18'53" E
C20	2025.00'	2°33'18"	90.30'	90.29'	N 30°48'24" E
C21	25.00'	15°31'10"	6.77'	6.75'	N 36°49'01" E
C22	25.00'	10°04'45"	4.40'	4.39'	N 21°13'21" E
C23	565.00'	24°41'59"	243.57'	241.69'	S 49°59'26" E
C24	50.00'	115°30'37"	100.80'	84.58'	N 84°36'15" E
C25	74.40'	15°49'32"	20.55'	20.48'	S 54°22'08" E
C26	223.60'	42°08'02"	164.43'	160.75'	S 41°12'53" E
C27	3102.50'	5°39'39"	306.53'	306.41'	S 02°26'33" E
C28	11339.17'	0°18'47"	61.96'	61.96'	N 89°01'40" W

NOT A SURVEY

SKETCH FOR DESCRIPTION

TAKEDOWN (NORTH) SKETCH

RHODES & RHODES
LAND SURVEYING, INC.
LICENSE #LB 6897

28100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FL 34135
(239) 405-8166 (239) 405-8163 FAX

date: SEPTEMBER 26, 2022
scale: 1" = 600'
cadd file: 2022-716-2

PSM: JSR
drawn: RWC
checked: JSR
view: SKETCH
project#: 2022-716
sheet #: 5 of 5

Z:\Babcock Ranch Pulte Devosta\takedowns 2022-716-2 2023-07-06.dwg, tables, 7/6/2023 2:36:35 PM, 1:1

Exhibit "B"

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TERRAWALK HOMEONWERS ASSOCIATION, INC., a Florida corporation, filed on December 8, 2022, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H22000413422. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N22000013681.

Authentication Code: 822A00027363-120922-N22000013681-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Ninth day of December, 2022

Secretary of State

(((H22000413422 3)))

ARTICLES OF INCORPORATION

FOR

TERRAWALK HOMEOWNERS ASSOCIATION, INC.

(((H22000413422 3)))

TABLE OF CONTENTS
FOR
ARTICLES OF INCORPORATION
OF
TERRAWALK HOMEOWNERS ASSOCIATION, INC.

PAGE NO.

ARTICLE I 1
NAME 1

ARTICLE II 1
DEFINITIONS 1

ARTICLE III 1
PURPOSE AND POWERS 1

ARTICLE IV 2
MEMBERSHIP 2

ARTICLE V 3
TERM 3

ARTICLE VI 3
BYLAWS 3

ARTICLE VII 3
DIRECTORS AND OFFICERS 3

ARTICLE VIII 3
AMENDMENTS 3

ARTICLE IX 4
INDEMNIFICATION 4

ARTICLE X 5
INCORPORATOR 5

ARTICLE XI 5
REGISTERED OFFICE AND REGISTERED AGENT 5

ARTICLES OF INCORPORATION

TERRAWALK HOMEOWNERS ASSOCIATION, INC.

Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, the Florida Not-for-Profit Corporation Act.

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is TerraWalk Homeowners Association, Inc., and its address is c/o Pulte Home Company, LLC, 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134.

ARTICLE II

DEFINITIONS: The definitions set forth in Section 720.301, Florida Statutes (2022) shall apply to terms used in these Articles, unless otherwise defined in the Declaration of Covenants, Conditions and Restrictions for TerraWalk ("Declaration").

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Not-For-Profit Corporation Act and Chapter 720, Florida Statutes (the "Act") for the operation of the Community. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit and of a homeowners' association under the laws of the State of Florida, except as expressly limited or modified by the Governing Documents; and it shall have all of the powers and duties reasonably necessary to operate the Community pursuant to the Governing Documents as they may hereafter be amended, including, but not limited to the following:

(A) To make and collect Assessments against the Members to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.

(B) To protect, maintain, repair, replace and operate the Common Area.

(C) To purchase insurance for the protection of the Common Area, the Association and the Members.

(D) To repair and reconstruct improvements after casualty, and to make further improvements to the Common Area.

(E) To make, amend and enforce Rules and Regulations as set forth in the Governing Documents.

(F) To approve or disapprove the transfer, leasing and occupancy of Parcels as may be provided in the Governing Documents.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to the Community and the Governing Documents.

(H) To contract for the management and maintenance of the Community, and any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Governing Documents to be exercised by the Association's Board of Directors or the Members.

(I) To employ accountants, attorneys, architects, and other professionals to perform the services required for proper operation of the Community.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, modify or move any easement.

(L) To acquire, own, lease and dispose of any real and personal property.

(M) To sue and be sued.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Governing Documents. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Common Area and other property the Association is obligated to maintain pursuant to the Governing Documents, including any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, shall be transferred to and accepted by a similar non-profit organization or entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation. Notwithstanding the foregoing, the Association shall not be terminated, dissolved or liquidated without the written consent and joinder of the Founder during the Development and Sale Period, as defined in the Second Amended and Restated Charter for Babcock Ranch Residential Properties recorded in the Public Records of Charlotte County, Florida in O.R. Book 4966, Page 1167 et. seq., as Instrument No. 3089149, and in the Public Records of Lee County, Florida at Instrument No. 2022000129701, as amended and supplemented (the "Master Charter"), and thereafter, Babcock Ranch Residential Association, Inc., its successors or assigns (the "Master Association").

ARTICLE IV

MEMBERSHIP:

(A) The Members shall be the Owners. Class "A" Members are all Owners other than the Developer. The Class "B" Member is the Developer as further provided in the Association's Bylaws.

(B) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.

(C) Except as otherwise provided in the Association's Bylaws with respect to the Class "B" Member, the Owners of each Parcel, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Association's Bylaws.

ARTICLE V

TERM: The term of the Association shall be perpetual.

ARTICLE VI

BYLAWS: The Association's Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Association's Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Association shall initially be appointed by and shall serve at the pleasure of the Developer, and on and following the Turnover Date, the Board of Directors shall be elected by the Members in the manner determined by the Association's Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association's Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Association's Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Members, and they shall serve at the pleasure of the Board of Directors. The initial Directors are as follows:

Kimberly Morton
c/o Pulte Home Company, LLC
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

Scott Brooks
c/o Pulte Home Company, LLC
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

Laura Ray
c/o Pulte Home Company, LLC
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

The initial Officers are as follows: Kimberly Morton, President; Scott Brooks, Vice President; and Laura Ray, Secretary/Treasurer.

ARTICLE VIII

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

(A) Proposal. Subsequent to the Turnover Date, amendments to these Articles may be

proposed by the Board of Directors or by a written petition to the Board of Directors, signed by at least one-third (1/3) of the Voting Interests.

(B) Procedure. Upon any amendment to these Articles being proposed by said Board of Directors or Members, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given. A proposal to amend these Articles must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See Articles for current text." An immaterial error or omission in the amendment process does not invalidate an otherwise properly adopted amendment.

(C) Vote Required. Prior to the Turnover Date, amendments shall be adopted by the Board of Directors. Subsequent to the Turnover Date, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3) of the Voting Interests, at any annual or special meeting. As long as the Developer owns a Parcel, an amendment to these Articles shall not be effective without the prior written consent of the Developer, which consent may be denied in the Developer's discretion, provided, further, that regardless of whether the Developer owns a Parcel, no amendment shall be effective if it affects the Developer's rights or alters any provision made for the Developer's benefit.

Notwithstanding anything to the contrary contained in this Article VIII, these Articles shall not be amended without the written consent and joinder of the Founder during the Development and Sale Period, and the Master Association thereafter. However, the approval of the Founder or the Master Association shall not be required for amendments to these Articles of Incorporation solely for the purpose of correcting typographical or grammatical errors that do not change the substantive provisions of these Articles of Incorporation; provided that any such amendment is not materially adverse to and does not remove, revoke, or modify any right or privilege of the Founder, during the Development and Sale Period under the Master Charter, or the Master Association.

(D) Effective Date. Subject to the foregoing approval requirements, an amendment shall become effective upon filing Articles of Amendment with the Florida Department of State and recording a Certificate of Amendment in the Public Records of Lee County, Florida, with the formalities required for the execution of a deed.

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause

to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE X

INCORPORATOR: The name and address of the Incorporator is as follows:

Kimberly Morton
c/o Pulte Home Company, LLC
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

Kimberly Morton
c/o Pulte Home Company, LLC
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a corporation not for profit to do business in the State of Florida, under the laws of Florida, makes and files these Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand.

Kimberly Morton

Kimberly Morton, Incorporator

DATE: 12-07-2022

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

   TerraWalk Homeowners Association, Inc.

2. The name and address of the registered agent and office is:

   Kimberly Morton
   c/o Pulte Home Corporation
   24311 Walden Center Drive, Suite 300
   Bonita Springs, FL 34134

Kimberly Morton

Kimberly Morton, President

DATE: 12-07-2022

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Kimberly Morton

Kimberly Morton

DATE: 12-07-2022

Exhibit "C"

BYLAWS

FOR

TERRAWALK HOMEOWNERS ASSOCIATION, INC.

TABLE OF CONTENTS
FOR
BYLAWS
OF
TERRAWALK HOMEOWNERS ASSOCIATION, INC.

PAGE NO.

1. GENERAL 1
   1.1 Principal Office 1
   1.2 Seal 1
   1.3 Definitions 1
2. MEMBERS 1
   2.1 Qualifications 1
   2.2 Voting Interest 1
   2.3 Approval or Disapproval of Matters 2
   2.4 Change of Membership 2
   2.5 Termination of Membership 2
3. MEMBERS' MEETINGS: VOTING 2
   3.1 Annual Meeting 2
   3.2 Special Members' Meetings 2
   3.3 Notice of Meetings; Waiver of Notice 2
   3.4 Quorum 3
   3.5 Vote Required 3
   3.6 Proxy Voting 3
   3.7 Adjourned Meetings 3
   3.8 Order of Business 3
   3.9 Minutes 4
   3.10 Parliamentary Rules 4
4. BOARD OF DIRECTORS 4
   4.1 Number and Terms of Service; Elections 4
   4.2 Qualifications 5
   4.3 Vacancies on the Board of Directors 6
   4.4 Removal of Directors 6
   4.5 Organizational Meeting 7
   4.6 Other Meetings 7
   4.7 Notice to Owners 7
   4.8 Waiver of Notice 7
   4.9 Quorum of Directors 7
   4.10 Vote Required 7
   4.11 Adjourned Meetings 8
   4.12 The Presiding Officer 8
   4.13 Compensation of Directors and Officers 8
   4.14 Committees 8
5. OFFICERS 8
   5.1 Officers and Elections 8
   5.2 President 8
   5.3 Vice-Presidents 8
   5.4 Secretary 8
   5.5 Treasurer 9

6. FISCAL MATTERS 9
6.1 Depository 9
6.2 Budget 9
6.3 Reserves for Capital Expenditures and Deferred Maintenance 9
6.4 Assessments 10
6.5 Special Assessments 10
6.6 Fidelity Bonds 10
6.7 Financial Reporting 10
6.8 Fiscal Year 11
6.9 Invoices 11
7. RULES AND REGULATIONS: USE RESTRICTIONS 12
8. COMPLIANCE AND DEFAULT: REMEDIES 12
8.1 Obligations of Members; Remedies At Law Or In Equity; Levy of Fines and Suspension Of Use Rights 12
8.2 Availability of Remedies 14
9. AMENDMENT OF BYLAWS 14
9.1 Proposal 14
9.2 Procedure 14
9.3 Vote Required 14
9.4 Certificate; Recording 15
10. MISCELLANEOUS 15
10.1 Gender 15
10.2 Severability 15

BYLAWS

TERRAWALK HOMEOWNERS ASSOCIATION, INC.

1. GENERAL: These are the Bylaws of TerraWalk Homeowners Association, Inc., hereinafter the "Association," a corporation not for profit organized under the laws of Florida for the purpose of operating the Community pursuant to the Florida Not-For-Profit Corporation Act.

1.1 Principal Office. The principal office of the Association is c/o Pulte Home Company, LLC, 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not-for-profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 Definitions. The definitions set forth in the Declaration and the Act shall apply to terms used in these Bylaws.

2. MEMBERS:

2.1 Qualifications. The Members shall be the record owners of legal title to the Parcels in the Community. In the case of a Parcel subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Parcel for purposes of determining voting and use rights. Membership shall become effective upon the last to occur of the following:

(A) Recording a deed or other instrument evidencing legal title to the Parcel in the Public Records of Lee County, Florida.

(B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(C) Delivery to the Association, if required, of a written designation of the Primary Occupants.

The failure to comply with the prerequisites set forth in (B)-(C) above shall not release the Member from the obligation to comply with the Governing Documents, but shall otherwise preclude such Member from obtaining the benefits of membership, including, without limitation, the right to receive notices and the right to vote on Association matters.

2.2 Voting Interest. The Class "A" Members are entitled to one (1) vote for each Parcel they own. The total number of Class "A" votes shall not exceed the total number of Parcels subject to the Declaration. The Class "B" Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Members plus one (1) vote; provided that subsequent to the Turnover Date, the Class "B" Member shall be entitled to one (1) vote for each Parcel it owns. The vote of a Parcel is not divisible. If a Parcel is owned by one (1) natural person, his right to vote shall be established by the record title to the Parcel. If a Parcel is owned jointly by two (2) or more natural persons that are not acting as trustees, that Parcel's vote may be cast by any one (1) of the Owners. If two (2) or more Owners do not agree among themselves how their one (1) vote shall be cast, that vote shall not be counted for any purpose. If the Owner is a corporation, partnership, limited liability company, trust, trustee or other entity other than a

natural person, the vote of that Parcel shall be cast by any officer, director, partner, manager, managing member or trustee, as the case may be.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting as stated in Section 2.2 above, unless the joinder of all Owners is specifically required.

2.4 Change of Membership. A change of membership shall be established as provided in Section 2.1 above; and the membership of the prior Owner shall thereby be automatically terminated.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS: VOTING:

3.1 Annual Meeting. There shall be an Annual meeting of the Members in each calendar year. The Annual meeting shall be held in Lee County, Florida, each year at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Members.

3.2 Special Members' Meetings. Prior to the Turnover Date, Special Members' meetings must be held whenever called by the President or by a majority of the Directors. Subsequent to the Turnover Date, Special Members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by Members having at least one-third (1/3) of the Voting Interests. The business at any Special Members' meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The Notice of Meeting must be sent to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery. The Member is responsible for providing the Association with notice of any change of address. The Notice of Meeting must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting. A Member may waive notice of any meeting at any time, but only by written waiver. Notice to the Members of meetings of the Board of Directors, meetings of a committee requiring notice in the same manner as meetings of the Board of Directors, and Annual and Special meetings of the Members, may be electronically transmitted in the manner set forth in Section 617.0141, F.S. to any Member who has provided a facsimile number or e-mail address to the Association to be used for such purposes. Notice by electronic transmission is effective: when actually transmitted by facsimile telecommunication, if correctly directed to a number at which the Member has consented to receive notice; when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Member has consented to receive notice. Notice is also effective when posted on an electronic network that the Member has consented to consult, upon the later of: such correct posting; or the giving of a separate notice to the Member of the fact of such specific posting; or when correctly transmitted to the Member, if by any other form of electronic transmission consented to by the Member to whom notice is given. Consent by a Member to receive notice by electronic transmission shall be revocable by the Member by written notice to

the Association. Any such consent shall be deemed revoked if: the Association is unable to deliver by electronic transmission two (2) consecutive notices given by the Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. The Member is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. As used in these Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. An affidavit of the Secretary, an Assistant Secretary, or other authorized agent of the Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

3.4 Quorum. A quorum at a Members' meeting shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least thirty percent (30%) of the Voting Interests, provided that the quorum for an election of Directors shall be twenty percent (20%) of the Voting Interests. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes are expressly required by law or by any provision of the Governing Documents. The Association may conduct elections and other membership votes through an internet-based online voting system if a Member consents, in writing, to online voting and all requirements in Section 720.317 of the Act are met.

3.6 Proxy Voting. To the extent lawful, any Member entitled to attend and vote at a Members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the votes, specify the date, time and place of the meeting for which it is given, and delivered to the Association by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be Members. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of a majority of the Voting Interests present in person or by proxy, regardless of whether a quorum has been attained. The adjournment to a date, time and place must be announced at that meeting before the adjournment is taken, or notice must be given to all Members of the date, time and place of its reconvening. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Order of Business. The order of business at Members' meetings shall be substantially as follows:

(A) Call of the roll or determination of quorum
(B) Reading or disposal of minutes of the last Members' meeting
(C) Reports of Officers
(D) Reports of Committees
(E) Unfinished Business
(F) New Business
(G) Adjournment

3.9 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Directors at reasonable times and for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board of Directors meeting must be recorded in the minutes.

3.10 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. BOARD OF DIRECTORS: The administration of the affairs of the Association shall be by the Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents, shall be exercised by the Board of Directors, subject to approval or consent of the Members only when such is specifically required.

4.1 Number and Terms of Service; Elections. The number of Directors which shall constitute the whole Board of Directors shall initially be three (3), all of whom shall be appointed by and shall serve at the pleasure of the Developer. At the Annual meeting occurring subsequent to the date that Members other than the Developer are entitled to elect one (1) Director pursuant to Section 720.307(2) of the Act (i.e. when fifty percent (50%) of all Parcels in the Community that ultimately will be operated by the Association have been conveyed to Members other than the Developer), there shall be four (4) Directors, three (3) of whom shall be appointed by and serve at the pleasure of the Developer and the fourth elected by the Members other than the Developer. For purposes of this Section, the term "Members other than the Developer" shall not include Builders. The number of Directors shall increase to five (5) at the Turnover Meeting. Directors shall be elected by secret ballot (using a double envelope system) in accordance with the Act and these Bylaws at: the Annual Meeting occurring subsequent to the date that Members other than the Developer are entitled to elect one (1) Director pursuant to Section 720.307(2) of the Act; any other Annual Meeting prior to the Turnover Meeting; the Turnover Meeting; and at subsequent Annual Meetings.

The First Notice of the Turnover or Annual Meeting, as the case may be, shall be mailed, hand-delivered or electronically transmitted to all Members at least sixty (60) days in advance of the meeting. Any person who wishes to qualify as a candidate shall notify the Association in writing of his or her desire to be a candidate at least forty (40) days prior to the meeting and must be eligible to serve on the Board of Directors at the time of such forty (40) day deadline in order to have his or her name listed as a proper candidate on the election ballot or to serve on the Board of Directors. Notice shall be deemed effective when received by the Association. Any person indicating his or her desire to qualify as a candidate may also return a separate information sheet, no larger than 8 ½" by 11," which describes the candidate's background, education and qualifications for office, and any other information deemed relevant by the candidate, which information sheet must be furnished by the candidate at least forty (40) days prior to the

election. The Association has no liability for the contents of the information sheets prepared by the candidates.

If the number of candidates does not exceed the number of vacancies, an election shall not be required. The Association shall mail, hand-deliver or electronically transmit a Second Notice at least fourteen (14) days in advance of the meeting. If an election is not required, the candidates become members of the Board of Directors at the meeting, regardless of whether a quorum is attained. However, if a quorum is attained, the candidates commence service on the Board of Directors effective upon the adjournment of the meeting.

If the number of candidates exceeds the number of seats to be filled, an election shall be required. The Association shall mail, hand-deliver or electronically transmit a Second Notice, together with any candidate information sheets, a ballot which shall list all candidates in alphabetical order by surname, and (unless the Second Notice is electronically transmitted), "inner" and "outer envelopes," at least fourteen (14) days in advance of the meeting. Directors shall be elected by a plurality of the ballots cast. A Member shall not permit any other person to vote his ballot, and any ballots improperly cast are invalid. In the election of Directors, there shall be appurtenant to each Parcel as many votes for Directors as there are Directors to be elected, but no Parcel may cast more than one (1) vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative.

After indicating the name(s) of the candidate(s) for which the Member has voted, the ballot must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Member, the Member's address in the Community and the signature of the Member casting that ballot. If the eligibility of the Member to vote is confirmed and no other ballot has been submitted for that Parcel, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. Nominations from the floor and write-in nominations are prohibited and there shall not be a nominating committee. If more than one (1) ballot is submitted for a Parcel, the ballots for that Parcel shall be disqualified. Upon receipt by the Association, no ballot may be rescinded or changed. Any vote by ballot received after the closing of the balloting may not be considered.

Notwithstanding anything to the contrary in this Section 4.1, the Association may conduct the election via an internet-based online voting system pursuant to Section 720.317 of the Act. In that case, any Member wishing to vote in that manner must consent in writing and comply with all requirements set forth in Section 720.317 of the Act and any procedures implemented by the Board of Directors.

At the Turnover Meeting, the three (3) Directors who receive the highest number of votes shall be elected to two (2) year terms, and the remaining two (2) Directors elected shall serve an initial one (1) year term. In the event of a tie vote, or if the number of candidates does not exceed the number of seats to be filled, the candidates shall mutually agree or shall draw lots to determine which candidate(s) shall serve and for what terms. Thereafter, all Directors (except those appointed by the Developer) shall serve two (2) year terms. Notwithstanding the foregoing provisions in this Section 4.1, the Developer shall be entitled to appoint at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of the Community. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below.

4.2 Qualifications. Directors appointed by the Developer are not required to be Members. Directors appointed by the Developer may be the Developer's officers or employees. Directors elected by the Members must be a Member or the spouse of a Member. If a Parcel is owned by a corporation,

partnership, limited liability company or trust, any officer, director, partner, manager, managing member, or trustee, as the case may be, shall be eligible to serve as a Director. A person who is delinquent in the payment of any fee, fine or other monetary obligation to the Association on the day that he or she could last nominate himself or herself or be nominated for the Board of Directors may not seek election to the Board of Directors, and his or her name shall not be listed on the ballot. A person serving as a Director who becomes more than ninety (90) days delinquent in the payment of any fee, fine or other monetary obligation to the Association shall be deemed to have abandoned his or her seat on the Board of Directors, creating a vacancy on the Board of Directors to be filled according to law. For purposes of this Section 4.2, the term "any fee, fine or other monetary obligation" means any delinquency to the Association with respect to any Parcel. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, may not seek election to the Board of Directors and is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board of Directors. The validity of any action by the Board of Directors is not affected if it is later determined that a person was ineligible to seek election to the Board of Directors or that a Director is ineligible for Board of Directors membership. A Director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property is removed from office. The Board of Directors shall fill the vacancy according to general law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director or officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director or officer. Within ninety (90) days after being elected or appointed to the Board of Directors, each Director shall certify in writing to the Secretary that he or she has read the Declaration, Articles of Incorporation, Bylaws and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. Within ninety (90) days after being elected or appointed to the Board of Directors, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved education provider within one year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director on the Board of Directors. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board of Directors until he or she complies with the requirements set forth above. The Board of Directors may temporarily fill the vacancy during the period of suspension. The Association shall retain each Director's written certification or educational certificate for inspection by the Members for five (5) years after the Director's election. However, the failure to have such written certification or educational certificate on file does not affect the validity of any Board of Directors' action.

4.3 Vacancies on the Board of Directors. If the office of any Director becomes vacant for any reason, other than recall by the membership at a Members' meeting, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term except that vacancies of all Directors appointed by the Developer shall likewise be filled by the Developer. If the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, or if no Director remains on the Board of Directors, the vacancy may be filled by the Members (via a special meeting of the Members) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by Florida law.

4.4 Removal of Directors. Except for Directors appointed by the Developer, any or all Directors may be removed with or without cause by a majority the Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by Section 720.303(10) of the Act.

4.5 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may be held immediately following the election, in which case noticing of the meeting may be effectuated by the Board of Directors existing prior to the election.

4.6 Other Meetings. Meetings of the Board of Directors may be held at such time and place in Lee County, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least forty-eight (48) hours prior to the day named for such meeting.

4.7 Notice to Owners. A meeting of the Board of Directors occurs whenever a quorum of the Board of Directors gathers to conduct Association business. All meetings of the Board of Directors shall be open to Members except for meetings between the Board of Directors 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; or meetings of the Board of Directors held for the purpose of discussing personnel matters. Notices of all Board of Directors meetings shall be posted conspicuously in the Community for at least forty-eight (48) continuous hours in advance of each Board of Directors meeting, except in an emergency. In the event of an emergency meeting, any action taken shall be noticed and ratified at the next regular meeting of the Board of Directors. In the alternative to the posting requirements discussed above, notice of each Board of Directors meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An Assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Members have the right to speak with reference to any matter that is placed on the Board of Directors meeting agenda. The Association may adopt reasonable, written rules expanding the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, (including a sign-up sheet requirement), which rules must be consistent with the minimum requirements of the Act. In addition to any of the authorized means of providing notice of a meeting of the Board of Directors, the Association may, by rule, adopt a procedure for conspicuously posting the meeting notice and the agenda on the Association's website or an application that can be downloaded on a mobile device for at least the minimum period of time for which a notice of a meeting is also required to be physically posted on the Common Areas. Any rule adopted must, in addition to other matters, include a requirement that the Association send an electronic notice to Members whose e-mail addresses are included in the Association's official records in the same manner as is required for a notice of a meeting of the Members. Such notice must include a hyperlink to the website or such mobile application on which the meeting notice is posted.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.9 Quorum of Directors. A quorum at a Board of Directors meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board of Directors, by a conference telephone call or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board of Directors meetings, except that secret ballots

may be used in the election of officers. Directors may use e-mail as a means of communication, but may not cast a vote on an Association matter via e-mail.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date.

4.12 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

4.13 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.14 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board of Directors deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If required by law, committee meetings shall be open to attendance by any Member, and notice of committee meetings shall be posted in the same manner as required in Section 4.7 above for Board of Directors meetings, except for such committee meetings between the committee 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.

5. OFFICERS:

5.1 Officers and Elections. The executive officers of the Association shall be a President and Vice President (both of whom must be Directors), a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two (2) or more offices. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board of Directors shall find to be required to manage the affairs of the Association. If the Board of Directors so determines, there may be more than one (1) Vice-President. The Board of Directors may designate one or more officers besides the President to be ex-officio members of some or all standing committees.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except for those that are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when

required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board of Directors, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one (1) has been designated, or the Association's manager/management company.

5.5 Treasurer. The Treasurer shall be responsible for Association's funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the Association's funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board of Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated, or the Association's manager/management company.

6. FISCAL MATTERS: The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board of Directors.

6.2 Budget. The Board of Directors shall adopt a budget of Common Expenses for each fiscal year. The budget shall be adopted on a "buildout" basis. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer or another person, if any. The notice of the meeting at which the Board of Directors adopts the budget must include a statement that Assessments will be considered and the nature of the Assessments (i.e. the budget for annual Assessments).

6.3 Reserves for Capital Expenditures and Deferred Maintenance. As set forth in Section 4.3 of the Declaration, the Developer does not fund reserves as part of its Developer Subsidy. In addition to annual operating expenses, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance with respect to the Common Area. If the Association's budget includes reserve accounts established by the Members pursuant to Section 720.303(6)(d) of the Act, such reserves shall be determined, maintained, and waived in the manner provided therein. Once the Association provides for reserve accounts pursuant to a vote by the Members, the Association shall thereafter determine, maintain, and waive reserves in compliance with the Act, provided that this does not preclude the termination of a reserve account upon approval of a majority of the Voting Interests. Upon such approval, the terminating reserve account shall be removed from the budget. Such approval may be obtained by vote of the Members at a duly called Members' meeting or by the written consent of a majority of the Voting Interest. The approval action of the Members must state that reserve accounts shall be provided for in the budget and must designate the components for which the reserve accounts are to be established. Upon approval by the Members, the Board of Directors shall include the required reserve accounts in the budget in the next fiscal year following the approval and each year thereafter. Once established as provided in Section 720.303(6) of the Act, the reserve accounts must be funded or maintained or have their funding waived in the manner provided therein. The amount to be reserved in any account established shall be computed by means of a formula that is based upon estimated remaining useful life and estimated

replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates of cost or useful life of a reserve item. Funding formulas for reserves authorized by this section must be based on a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets.

6.4 Assessments. Regular annual Assessments based on the adopted budget shall be paid either monthly, or quarterly, as determined by the Board of Directors. Failure to send or receive notice of Assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata Assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due installment.

6.5 Special Assessments. Special Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. A Special Assessment may be levied against all Owners and Parcels, or only against the Owners and Parcels in a particular Neighborhood (in the latter case, if necessary to meet unusual, unexpected, unbudgeted or non-recurring Neighborhood Expenses). A Special Assessment is due on the day specified in the resolution of the Board of Directors approving such Special Assessment. Prior to the Turnover Date, the Board of Directors may not levy a Special Assessment unless a majority of the Owners other than the Developer has approved the Special Assessment by a majority vote at a duly called Special Members' meeting at which a quorum is present. On and subsequent to the Turnover Date, a Special Assessment shall not be levied unless it is first approved by two-thirds (2/3) of the Voting Interests who are obligated to pay the special Assessment, except that membership approval shall not be required for a Special Assessment that relates to the necessary maintenance, repair, insurance or replacement of Common Area, or if the special Assessment is required for the Board of Directors to comply with any law, regulation or order of any municipal, state or federal agency. Written notice of any meeting at which a Special Assessment will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. The notice must include a statement that a Special Assessment will be considered at the meeting.

6.6 Fidelity Bonds. The Association shall maintain insurance or a fidelity bond for all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Section 6.6, the term "persons who control or disburse Association funds" includes, but is not limited to, persons who are authorized to sign checks on behalf of the Association, and the President, Secretary and Treasurer. The Association shall bear the cost of any insurance or bond.

6.7 Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall mail or hand deliver to each Member a copy of such report or a written notice that a copy of the report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Section 720.303(7) of the Act. If approved by a majority of the Voting Interests present at a properly called members' meeting, the Association shall prepare or cause to be prepared a financial report that is less rigorous than otherwise required by the Act. If approved by a majority of the Voting Interests, the Association shall prepare or cause to be prepared a financial report that is more rigorous than otherwise required by the Act.

6.8 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors.

6.9 Invoices.

(A) If the Association sends out an invoice for Assessments or an Owner's statement of the account described in Section 720.303(4)(j)2 of the Act, the invoice for Assessments or the statement of account must be delivered to the Owner by first-class United States mail or by electronic transmission to the Owner's e-mail address maintained in the Association's official records.

(B) Before changing the method of delivery for an invoice for Assessments or the statement of the account, the Association must deliver a written notice of such change to each Owner. The written notice must be delivered to the Owner at least 30 days before the Association sends the invoice for Assessments or the statement of the account by the new delivery method. The notice must be sent by first-class United States mail to the Owner at his or her last address as reflected in the Association's records and, if such address is not the property address, must be sent by first-class United States mail to the property address. Notice is deemed to have been delivered upon mailing as required by this subsection (B).

(C) An Owner must affirmatively acknowledge his or her understanding that the Association will change its method of delivery of the invoice for Assessments or the statement of the account before the Association may change the method of delivering an invoice for Assessments or the statement of account. The Owner may make the affirmative acknowledgment electronically or in writing.

(D) The Association may not require payment of attorney fees related to a past due Assessment without first delivering a written notice of late Assessment to the Owner which specifies the amount owed the Association and provides the Owner an opportunity to pay the amount owed without the assessment of attorney fees. The notice of late Assessment must be sent by first-class United States mail to the Owner at his or her last address as reflected in the Association's records and, if such address is not the property address, must also be sent by first-class United States mail to the property address. Notice is deemed to have been delivered upon mailing as required herein. A rebuttable presumption that the Association mailed a notice in accordance with the foregoing requirement is established if a Director, officer, or agent of the Association, or a manager licensed under part VIII of Chapter 468, Florida Statutes, provides a sworn affidavit attesting to such mailing. The notice must be in substantially the following form:

NOTICE OF LATE ASSESSMENT

RE: [property address in TerraWalk] .... of TerraWalk Homeowners Association, Inc.

The following amounts are currently due on your account to TerraWalk Homeowners Association, Inc., and must be paid within 30 days after the date of this letter. This letter shall serve as the Association's notice to proceed with further collection action against your property no sooner than 30 days after the date of this letter, unless you pay in full the amounts set forth below:

Maintenance due ...(dates)...	$.....
Late fee, if applicable	$.....
Interest through ...(dates)...*	$.....
TOTAL OUTSTANDING	$.....

*Interest accrues at the rate of 18% percent per annum.

7. **RULES AND REGULATIONS; USE RESTRICTIONS:** The Board of Directors may, from time to time, adopt and amend Rules and Regulations subject to any limits contained in the Declaration. Written notice of any meeting at which the Rules and Regulations that regulate the use of Parcels may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. A written notice concerning changes to Rules and Regulations that regulate the use of Parcels must include a statement that changes to the Rules and Regulations regarding the use of Parcels will be considered at the meeting. Copies of such Rules and Regulations shall be furnished to each Owner. Any Rules and Regulations must be reasonably related to the promotion of health, happiness and peace of mind of the Owners and uniformly applied and enforced. Subsequent to the Turnover Date, and as long as the Developer owns a Parcel or other property in the Community, no new or amended Rule or Regulation shall be effective unless the Developer grants its approval in writing, which approval may be denied in the Developer's discretion.

A proposal to amend the Rules and Regulations must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See governing documents for current text." An amendment to the Rules and Regulations is effective when recorded in the Public Records of Lee County, Florida. An immaterial error or omission in the amendment process does not invalidate an otherwise properly adopted amendment.

8. **COMPLIANCE AND DEFAULT; REMEDIES:** In addition to the remedies provided elsewhere in the Declaration, the following provisions shall apply:

8.1 Obligations Of Members; Remedies At Law Or In Equity; Levy of Fines and Suspension Of Use Rights.

(A) Each Member and the Member's Tenants, Guests and invitees, are governed by, and must comply with the Act and the Governing Documents. Actions at law or in equity, or both, to redress the alleged failure or refusal to comply with the Governing Documents may be brought by the Association or by any Member against:

(1) The Association;
(2) A Member;
(3) Any Director or officer who willfully and knowingly fails to comply with the provisions of the Act and the Governing Documents; and
(4) Any Tenants, Guests, or invitees occupying a Parcel or using the Common Area.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This section does not deprive any person of any other available right or remedy. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

(B) The Association may levy reasonable fines against any Member or any Member's Tenant, Guest or invitee for the failure of the Owner of a Parcel or its occupant, licensee, or invitee to comply with any provision of the Governing Documents. The fine shall be in an amount deemed necessary by the Board of Directors to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. Fines shall not be secured by a lien against a Parcel unless permitted by the Act.

(C) The Association may suspend, for a reasonable amount of time, the right of a Member, or a Member's Tenant, Guest or invitee, to use the Common Area and facilities, for the failure of the Owner of the Parcel or its occupant, licensee or invitee to comply with any provision of the Governing Documents. The foregoing does not apply to that portion of the Common Area used to provide access or utility services to the Parcel. A suspension may not prohibit the right of an Owner or Tenant of a Parcel from having vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park. The Association may deactivate an Owner's gate transponder or other entry mechanism (if the Community is gated) and require that the Owner, his Family members, Tenants and Guests gain entry to the Community through a guest entrance.

(D) A fine or suspension pursuant to (B) and (C) above levied by the Board of Directors may not be imposed unless the Board of Directors first provides at least fourteen (14) days' notice to the Owner and, if applicable, any occupant, licensee, or invitee of the Owner, sought to be fined or suspended and an opportunity for a hearing before a committee of at least three Members appointed by the Board of Directors who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, Director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors. If the proposed fine or suspension levied by the Board of Directors is approved by the committee, the fine payment is due five (5) days after notice of the approved fine is provided to the Owner and, if applicable, to any occupant, licensee or invitee of the Owner.

(E) If a Member is more than ninety (90) days delinquent in paying any fee, fine or other monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's Tenant, Guest, or invitee, to use the Common Area and facilities until the fee, fine or other monetary obligation is paid in full. The foregoing does not apply to that portion of the Common Area used to provide access or utility services to the Parcel. A suspension may not prohibit an Owner or Tenant of a Parcel from having vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park. The Association may deactivate an Owner's gate transponder or other entry mechanism (if the Community is gated) and require that the Owner, his Family members, Tenants and Guests gain entry to the Community through a guest entrance. The notice and hearing requirements under subsection (D) above do not apply to a suspension imposed under this subsection (E).

(F) The Association may suspend the voting rights of a Parcel or Member for the nonpayment of any monetary obligation due to the Association that is more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Association. A Voting Interest or consent right allocated to a Parcel or Member which has been suspended by the Association shall be subtracted from the total number of Voting Interests in the Association, which shall be reduced by the number of suspended Voting Interests when calculating the total percentage or number of all Voting Interests available to take or approve any action, and the suspended Voting Interests shall not be considered for any purpose, including but not limited to, the percentage or number of Voting Interests necessary to constitute a quorum, the percentage or number of Voting Interests required to conduct an election, or the percentage or number of Voting Interests required to approve an action under the Act or pursuant to the Governing Documents. The notice and hearing requirements under subsection (D) above do not apply to a suspension imposed under this subsection (F).

(G) All suspensions imposed pursuant to subsections (E) and (F) above must be approved at a properly noticed meeting of the Board of Directors. Upon approval, the Association must notify the Owner, and, if applicable, the Parcel's occupant, licensee or invitee by mail or hand-delivery.

(H) The suspensions permitted by subsections (C), (E) and (F) above apply to a Member and, when appropriate, the Member's Tenants, Guests or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Parcels owned by such Member.

8.2 Availability of Remedies. Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the Community free from unreasonable restraint and annoyance.

9. AMENDMENT OF BYLAWS: Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Subsequent to the Turnover Date, amendments to these Bylaws may be proposed by the Board of Directors or by a written petition to the Board of Directors, signed by at least one-third (1/3) of the Voting Interests.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by the Board of Directors or the Members, such proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given. A proposal to amend these Bylaws must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See Bylaws for current text." An immaterial error or omission in the amendment process does not invalidate an otherwise properly adopted amendment.

9.3 Vote Required. Prior to the Turnover Date, amendments shall be adopted by the Developer. On and subsequent to the Turnover Date, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3) of the Voting Interests at any Annual or Special meeting, provided that notice of the proposed amendment has been given to the Members in accordance with law. As long as the Developer owns a Parcel or other property in the Community, an amendment to these Bylaws shall not be effective without the prior written consent of the Developer, which consent may be denied in the Developer's discretion, provided, further, that regardless of whether the Developer owns a Parcel or other property in the Community, no amendment shall be effective if it affects the Developer's rights or alters a provision herein made for the Developer's benefit.

Notwithstanding anything to the contrary contained in this Section 9, these Bylaws shall not be amended without the written consent and joinder of the Founder during the Development and Sale Period, and the Master Association thereafter. However, the approval of the Founder or the Master Association shall not be required for amendments to these Bylaws solely for the purpose of correcting typographical or grammatical errors that do not change the substantive provisions of these Bylaws; provided that any such amendment is not materially adverse to and does not remove, revoke, or modify any right or privilege of the Founder, during the Development and Sale Period under the Master Charter, or the Master Association.

9.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

10. MISCELLANEOUS:

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

[remainder of page intentionally left blank]

The foregoing were adopted as the first Bylaws of TerraWalk Homeowners Association, Inc. on this 7th day of December, 2022.

Kimberly Morton

Kimberly Morton, President