

# LENNAR®

## CHAMPIONSGATE

### The Retreat Town Homes

Homeowner's Association Dues	\$185.21 Per Month
ChampionsGate Master Association Dues	\$37.03 Per Month
Oasis Club	\$99.53 Per Month

#### CDD Annual Fees (Included in your County Taxes)

2017- O&M = \$445.84 \* Debt Services = \$1,093.75 \* Total = \$1,539.59

#### One Time Capital Contribution Fee

Retreat at ChampionsGate HOA = \$500.00 \* ChampionsGate Master Association = \$500.00, \* Oasis Club = \$500.00

#### Included Features

- Basic Cable, Telephone, Internet—Bright House Network
  - Lawn Maintenance—Down to Earth, Inc.
  - Daily Valet Trash Service—Invisible Waste
- Exterior Paint of Building—Every 7-10 Years As Needed
  - Roof Replacement—Every 30 Years
- Home Security Monitoring—Southeast Wiring Solutions
  - Gated Main Entrance (Master Association)
  - Tennis Complex (Planned) (Master Association)
    - Adult Quiet Pool (Oasis)
    - Lazy River (Oasis)
    - Splash Park (Oasis)
    - Fitness Center (Oasis)
    - Business Center (Oasis)
    - Movie Theater (Oasis)
    - Tiki Bar (Oasis)
  - Indoor and Outdoor Dining (Oasis)
  - Volleyball Courts (Oasis)
- Private Air-Conditioned Cabanas with Private Services (Oasis)

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, MAKE REFERENCE TO THIS BROCHURE AND TO THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.



EVERYTHING'S  
INCLUDED  
HOMES





CFN 2013059557  
 Bk 4426 Pgs 2611-2719 (109 Pgs)  
 DATE: 04/15/2013 02:45:15 PM  
 ARMANDO RAMIREZ, CLERK OF COURT  
 OSCEOLA COUNTY  
 RECORDING FEES \$928.00

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-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**DECLARATION  
 FOR  
 RETREAT AT CHAMPIONSGATE**

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**EXHIBITS:**

- Exhibit A The Properties
- Exhibit B Rules and Regulations
- Exhibit C Articles of Incorporation
- Exhibit D Bylaws
- Exhibit E The Project
- Exhibit F SFWMD Permit

**DECLARATION  
FOR  
RETREAT AT CHAMPIONSGATE**

**ARTICLE I  
GOVERNANCE OF THE COMMUNITY**

1.1. Purpose and Intent; Binding Effect.

- (a) LEN-CG South, LLC, a Florida limited liability company (the "**Declarant**"), is the record title owner of the real property legally described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Properties**"), and intends by the recording of this DECLARATION FOR RETREAT AT CHAMPIONSGATE (this "**Declaration**") to create a general plan of development for the planned community known as "RETREAT AT CHAMPIONSGATE." This Declaration provides a procedure for the future expansion of RETREAT AT CHAMPIONSGATE to include additional real property and provides for the overall development, administration, maintenance and preservation of the real property now and hereafter comprising RETREAT AT CHAMPIONSGATE. An integral part of the development plan is the creation of the RETREAT AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC. (the "**Association**"), a homeowners association to be comprised of all record title owners of residential real property in RETREAT AT CHAMPIONSGATE. The purpose of the Association is to operate and maintain various Common Areas and community improvements and to administer and enforce this Declaration and the other governing documents referred to herein.

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

- (b) All property described in **Exhibit A**, and any additional property that is made subject to this Declaration in the future by filing of one or more Supplemental Declarations in the Public Records, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Properties, as well as the occupants of any Unit and their guests and invitees.
- (c) This Declaration shall be enforceable by Declarant, the Club Owner, the Association, and their respective successors and assigns, and unless terminated as provided in Section 1.1(d), shall have perpetual duration. If Florida law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each, unless terminated as provided below. Notwithstanding the above, so long as Florida law recognizes the rule against perpetuities, if any of the provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Barak Obama, the 44<sup>th</sup> President of the United States of America.
- (d) Unless otherwise required by Florida law, this Declaration may not be terminated except by an instrument signed by (i) seventy-five percent (75%) of the total Voting Interests, and (ii) Declarant, if Declarant owns any portion of the Properties. Any such instrument shall set forth the intent to terminate this Declaration and shall be recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement or the rights of the Club Owner without the consent of the Club Owner.

(e) If any court finally determines that a provision of this Declaration is invalid, in whole or as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

1.2. Governing Documents. This Declaration, each Supplemental Declaration, the Articles of Incorporation, the Bylaws, the Design Guidelines, and the Use Restrictions and Rules of the Association, as any of them may be supplemented or amended in the future (the "**Governing Documents**") create a general plan of development for the Properties that may be supplemented by additional covenants, restrictions, and easements applicable to particular areas within the Properties. In the event of a conflict between or among the Governing Documents and any such additional covenants or easements, or the provisions of any other articles of incorporation, bylaws, rules or policies governing any area within the Properties, other than the Club Plan (as defined herein) or a DCCRO or PCCRO (as defined herein), the Governing Documents shall control. Nothing in this Section shall preclude any DCCRO, PCCRO, Supplemental Declaration or other recorded covenants applicable to any portion of the Properties from containing more restrictive provisions than this Declaration.

1.3. Club Plan. Each Owner, by acquiring title to a Unit is a member of the Club (as defined herein) and will be subject to all of the terms and conditions of the Club Plan (as defined herein), as amended and supplemented from time to time. Club Owner is responsible for operating and maintaining the Club and Club Facilities and administering the Club Plan. Club Facilities may be added, modified or deleted from time to time in accordance with the Club Plan. The Club Plan contains certain rules, regulations and restrictions relating to the use of the Club. Pursuant to the Club Plan, each Owner shall pay the Club Dues, including without limitation Club Membership Fees as set forth in the Club Plan. Club Owner may increase the number of Club members and users from time to time in accordance with the Club Plan. The Club shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Club subject to the rules and regulations in the Club Plan. Each Owner, shall be bound by and comply with the Club Plan attached to the Master Declaration.

ASSOCIATION AND EACH OWNER SHALL BE BOUND BY AND COMPLY WITH THE CLUB PLAN THAT IS ATTACHED TO THE MASTER DECLARATION. THE GOVERNING DOCUMENTS ARE SUBORDINATE AND INFERIOR TO THE CLUB PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THE CLUB PLAN AND THE GOVERNING DOCUMENTS, THE CLUB PLAN SHALL CONTROL.

1.4. Master Declaration. The Properties are subject to the Master Declaration (as defined herein). Each Owner, by acquiring title to a Unit is a member of the Master Association (as defined herein) and will be subject to all of the terms and conditions of the Master Declaration, as amended and supplemented from time to time. The Master Declaration contains certain rules, regulations and restrictions relating to the use of the Properties (including Units). Among the powers of the Master Association is the power to assess each Owner for assessments as set forth in the Master Declaration, including without limitation, for Base Assessments and Reserves, Service Area Assessments and Reserves, Special Assessments, Specific Assessments and other charges imposed by the Master Declaration, all as more particularly provided and defined in the Master Declaration, and to impose and foreclose liens upon each Unit in the event such assessments are not paid when due.

THE ASSOCIATION AND EACH OWNER SHALL BE BOUND BY AND COMPLY WITH THE MASTER DECLARATION. THE GOVERNING DOCUMENTS ARE SUBORDINATE AND INFERIOR TO THE MASTER DECLARATION. IN THE EVENT OF ANY CONFLICT BETWEEN

THE MASTER DECLARATION AND THE GOVERNING DOCUMENTS, THE MASTER DECLARATION SHALL CONTROL.

**ARTICLE II**  
**DEFINITIONS**

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

- 2.1. Access Control System. Any system intended to control access to the Properties. DECLARANT, BUILDERS, CLUB OWNER AND THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT DECLARANT, BUILDERS, CLUB OWNER AND THE ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS. DECLARANT, BUILDERS, CLUB OWNER AND THE ASSOCIATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A UNIT.
- 2.2. Architectural Review Committee or ARC. This term shall have the meaning ascribed thereto in Article IV.
- 2.3. Area of Common Responsibility. The Common Area, together with those areas, if any, which by the terms of this Declaration, any Supplemental Declaration, any plat, any other applicable covenants, or by contract, become the responsibility of the Association.
- 2.4. Articles of Incorporation or Articles. The Articles of Incorporation of the Retreat at ChampionsGate Community Association, Inc., as filed with the Secretary of State for the State of Florida, a copy of which is attached hereto as **Exhibit C** and made a part hereof by this reference, as the same may be amended, supplemented and/or restated from time to time in the future.
- 2.5. Association. Retreat at ChampionsGate Community Association, Inc., a Florida not-for-profit corporation, its successors and assigns.
- 2.6. Attached Unit. A townhome, duplex, condominium or other Unit which shares one or more party walls with an adjacent Unit. A fence or wall which runs perpendicular to the side wall of a Unit constructed on a common boundary, which connects such Unit to an adjacent Unit which is not constructed on the common boundary, and which merely is present for aesthetic purposes, does not render such Units "Attached Units" for purposes of this definition.
- 2.7. RETREAT AT CHAMPIONSGATE. All property which is now or hereafter made subject to this Declaration. The terms "RETREAT AT CHAMPIONSGATE" shall be interchangeable with the term "Properties."
- 2.8. Base Assessment. Assessments levied on all Units subject to assessment under Article VIII to fund Operating Expenses for the general expenses and operation of the Association and Reserves, if any.
- 2.9. Board of Directors or Board. The body responsible for administration of the Association, selected as provided in the Bylaws and generally serving the same role as the board of directors under Florida corporate law.

- 2.10. Builder. Any Person other than the Declarant who (a) holds title to a Unit prior to, during and until completion thereon of construction of a detached or attached residence for a single family (as evidenced by issuance of a certificate of occupancy) and the sale of such detached or attached residence to a third party, (b) is duly licensed, either itself or through an affiliated entity, to perform construction services in the State of Florida, and (c) is approved by the Declarant in writing as a Builder. Each Owner, by acceptance of a deed, acknowledges and agrees that a Builder may have rights and obligations pursuant to a separate written instrument, including without limitation, a PCCRO or a DCCRO, that are in addition to, or in lieu of, the rights and obligations provided under the Governing Documents.
- 2.11. Bylaws. The Bylaws of the Association, a copy of which is attached hereto as Exhibit D and made a part hereof by this reference, as it may be amended, supplemented and/or restated from time to time in the future.
- 2.12. CDD. The Stoneybrook South Community Development District, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes.
- 2.13. Class "B" Control Period. The period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors as defined in Section 6.3(b) of this Declaration.
- 2.14. Club. The Oasis Club, including the Club Property and Club Facilities (as defined in the Club Plan) provided for the Owners pursuant to the provisions of the Club Plan. The Club and Club Facilities will be owned and controlled by the Club Owner (as defined in the Club Plan) and not by the Master Association, the Association or the Resort Association. As more fully explained in the Club Plan, the Master Association shall have the option to purchase the Club from the Club Owner on the terms and conditions provided in the Club Plan.
- 2.15. Club Plan. The Oasis Club Plan, together with all amendments and modifications thereof. A copy of the Club Plan is attached to the Master Declaration as Exhibit E. This Declaration is subordinate in all respects to the Club Plan.
- 2.16. Common Area. All real property interests and personalty within the RETREAT AT CHAMPIONSGATE designated as Common Areas from time to time by the Declarant, by plat or by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within the RETREAT AT CHAMPIONSGATE. The Common Areas may include, without limitation, private roadways, fountains, open space areas, internal buffers, entrance features, perimeter buffers, perimeter walls and fences, landscaped areas, improvements, easement areas owned by others, public rights of way, irrigation facilities, sidewalks, street lights, commonly used utility facilities, and project signage. The Common Areas do not include any portion of any Unit. The term "Common Areas" shall include Exclusive Common Areas as defined herein. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.
- 2.17. Community-Wide Standard. The standard of conduct, maintenance or other activity generally prevailing throughout the Properties as established by the Association. Such standard is expected to evolve over time as development progresses and may be more specifically

determined by the Board of Directors, Declarant, or the Architectural Review Committee, if any, established pursuant to Article IV. The standards imposed by this Declaration, including, without limitation, the Use Restrictions and Rules attached hereto as **Exhibit B** and incorporated herein by reference, as the same may be supplemented or amended from time to time, shall be part of the Community-Wide Standard.

- 2.18. Declarant. LEN-CG South, LLC, a Florida limited liability company, or any successor or assign, including its affiliated or related entities that conduct land development, homebuilding and sales activities and who receive a written assignment of all or some of the rights of Declarant hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.
- 2.19. DCCRO. A declaration of covenants, conditions, restrictions and obligations which may be filed by Declarant against one (1) or more Units to provide additional guidelines, without limitation, for the approval, development, construction, use and sale of residences in the Properties. If any provision of any DCCRO conflicts with a term of this Declaration, or a Supplemental Declaration, the more stringent shall apply.
- 2.20. Deficit. This term shall have the meaning ascribed thereto in Section 8.13.
- 2.21. Design Guidelines. The architectural guidelines and procedures, if any, adopted pursuant to Article IV hereof.
- 2.22. Development Order. The First Amended and Restated Development Order for the Stoneybrook South Development of Regional Impact, recorded in OR Book 04222, Page 0725, Public Records of Osceola County, as amended, supplemented, terminated or modified from time to time.
- 2.23. Excess Funding. This term shall have the meaning ascribed thereto in Section 8.13.
- 2.24. Exclusive Common Area. A portion of the Common Area intended for the exclusive use or primary benefit of one (1) or more, but less than all, Units, as more particularly described in Article XII.
- 2.25. Intentionally Omitted
- 2.26. Governing Documents. This term shall have the meaning ascribed thereto in Section 1.2 hereof.
- 2.27. Master Declaration. The Master Declaration for ChampionsGate, recorded in OR Book 4420, Page 2244 of the Public Records and encumbering the entire Project, as now or subsequently amended, modified, restated, replaced or supplemented. This Declaration shall be junior and subordinate to the Master Declaration. The ChampionsGate Master Association, Inc., a not-for-profit corporation formed under the laws of the State of Florida (the "**Master Association**") is the entity created to serve as a mandatory membership owners association governing the entire Project.
- 2.28. Master Plan. The land use plan for the development of the Project included in the Development Order as it may be amended from time to time. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of any property from the Master Plan bar its later annexation in accordance with Article IX. The Master Plan is subject to change (including material changes) at any time and from time to time, without notice and such change may increase or decrease the number of Units.

- 2.29. Member. A Person entitled to membership in the Association, as provided in Section 6.2.
- 2.30. Mortgage. A mortgage, a deed of trust, a deed to secure debt or any other form of security instrument affecting title to a Unit.
- 2.31. Mortgagee. An institutional or governmental holder of a mortgage that makes, holds, insures or guarantees mortgage loans in the ordinary course of its business.
- 2.32. Neighborhood. Any group of Units designated as a separate Neighborhood by this Declaration or by any Supplemental Declaration. A Neighborhood may be comprised of more than one housing type and may include noncontiguous Units.
- 2.33. Neighborhood Association. Any condominium association, as defined by Chapter 718, Florida Statutes, or homeowners' association, as defined by Chapter 720, Florida Statutes, having authority to administer additional covenants applicable to a particular Neighborhood. Nothing in this Declaration requires the creation of a Neighborhood Association. The jurisdiction of any Neighborhood Association shall be subordinate to that of the Association. So long as the Class "B" Member owns any portion of the Properties, no Neighborhood Association may be formed without the express written consent of the Class "B" Member.
- 2.34. Neighborhood Property. The common elements of any condominium development within RETREAT AT CHAMPIONSGATE and any property owned by any Neighborhood Association.
- 2.35. Operating Expenses. Operating Expenses may include, without limitation, costs of ownership, operation, and administration of the Common Areas; all amounts payable in connection with the Access Control System; all amounts payable by Association under any contract entered into by the Association; all amounts payable in connection with any private street lighting agreement between Association and a public utility provider; amounts payable to a telecommunications provider for telecommunications services furnished to Owners; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations hereunder, or determined to be part of the Operating Expenses by the Association. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves.
- 2.36. Owner. One or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. A Builder is an Owner.
- 2.37. PCCRO. Declaration of Perpetual Covenants, Conditions, Restrictions and Obligations that may be recorded by Declarant against one (1) or more Units to provide additional guidelines, without limitation, relating to the approval, design, construction, renovation, repair or reconstruction of structures and other improvements on the Properties. In the event of a conflict between this Declaration, any Supplemental Declaration, and the applicable PCCRO, the more stringent shall apply.
- 2.38. Permit. Permit No. 49-01682-P, as amended or modified, issued by SFWMD, a copy of which is attached hereto as Exhibit F, as amended from time to time.
- 2.39. Person. A natural person, a corporation, a partnership, a trust or any other legal entity.
- 2.40. Project. All of that certain real property more particularly described on Exhibit E attached hereto

and made a part hereof, situated in Osceola County that is the subject of the Development Order, as amended from time to time. The term "Project" shall be interchangeable with "CHAMPIONSGATE."

- 2.41. Properties. The real property described in **Exhibit A**, together with such additional property as is subjected to this Declaration in accordance with Article IX. The term "Properties" shall be interchangeable with "RETREAT AT CHAMPIONSGATE."
- 2.42. Public Records. The Public Records of Osceola County, Florida.
- 2.43. Intentionally Omitted
- 2.44. Reserves. The term "Reserves" shall have the meaning set forth in Section 8.1(a) hereof.
- 2.45. Residential Association. Country Club at ChampionsGate Community Association, Inc., a Florida not-for-profit corporation, its successors and assigns.
- 2.46. Residential Declaration. The Amended and Restated Declaration for Country Club at ChampionsGate now or hereafter recorded among the Public Records and encumbering a portion of the Project and as it may be amended, supplemented and/or restated from time to time in the future.
- 2.47. Service Area. Two (2) or more Units to which an Exclusive Common Area is assigned, as described in Article XII, or which receive benefits or services from the Association that are not provided to all Units, as described in Section 7.13. A Unit may be part of more than one (1) Service Area, and Service Areas may overlap. Where the context permits or requires, the term "Service Area" shall also refer to the Service Area Committee, if any, established in accordance with the Bylaws to act as a liaison between the Board and the Owners of Units within a particular Service Area.
- 2.48. Service Area Assessments. Assessments levied against the Units in a particular Service Area to fund Service Area Operating Expenses, as described in Section 8.2, and Service Area Reserves (if any), as described in Section 8.3.
- 2.49. Service Area Operating Expenses. The actual or estimated expenses incurred or anticipated to be incurred by the Association for the benefit of the Owners and occupants of Units within a particular Service Area. Notwithstanding anything to the contrary herein, Service Area Operating Expenses shall not include Service Area Reserves.
- 2.50. Service Area Reserves. The term "Service Area Reserves" shall have the meaning set forth in Section 8.2(a) hereof.
- 2.51. SFWMD. The South Florida Water Management District.
- 2.52. Special Assessment. Assessments levied in accordance with Section 8.4.
- 2.53. Specific Assessment. Assessments levied in accordance with Section 8.5.
- 2.54. Supplemental Declaration. An amendment or supplement to this Declaration filed in the Public Records for such purposes as this Declaration may provide.
- 2.55. Surface Water Management System or SWMS. A system which is designed and constructed or implemented to control discharges that are necessitated by rainfall events, incorporating methods

to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges. The SWMS includes those works authorized by SFWMD pursuant to the Permit.

- 2.56. Unit. A portion of the Properties, whether improved or unimproved, that may be independently owned and is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, that is part of the Unit and any improvements thereon. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit. In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units allocated (on a per acre basis) to such parcel in this Declaration, or in any applicable Supplemental Declaration, or in the DCCRO or PCCRO recorded against such parcel of land, until such time as a subdivision plat or condominium instrument is filed of record on all or a portion of the parcel. After recordation of such a plat or condominium instrument, the number of Units on the land shown on such plat or condominium instrument shall be determined as provided in the preceding paragraph, and the number of Units on the remaining land within the parcel, if any, shall continue to be determined in accordance with this paragraph. The term "Unit" shall not include Common Area or Neighborhood Property.
- 2.57. Use Restrictions and Rules. The use restrictions and rules of the Association set forth on **Exhibit B**, as they may be supplemented, modified and repealed pursuant to Article III.
- 2.58. Voting Interest. The appurtenant vote of each Unit located within the Properties, which shall include the voting interests of the Declarant.
- 2.59. Work. Any grading, staking, clearing, excavation, site work, planting or removal of plants, trees, shrubs or other landscaping materials, or construction, installation or material modification or betterment (including painting) of any structures or other improvements on a Unit or the addition of any structures or other improvements visible from the outside of the Unit.

### **ARTICLE III USE AND CONDUCT**

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

3.2. Rulemaking Authority.

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

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

3.4. Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas, including, without limitation: (a) noise from maintenance equipment; (b) use of pesticides, herbicides and fertilizers; (c) view restrictions caused by maturation of trees and shrubbery; (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Properties; (e) views impairment by the construction of any structures; and (f) design of any portion of the Properties. Each such person also expressly indemnifies and agrees to hold harmless Declarant, the Association, Club Owner, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including, without limitation, all wet and dry retention areas, water bodies, lakes, pools or areas adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE INCLUDING, WITHOUT LIMITATION, INSECTS, ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DECLARANT, ASSOCIATION, AND CLUB OWNER SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

3.5. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Declarant, Association, and Club Owner, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof,

whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the lakes and other water bodies within the Properties by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Declarant, the Association, Club Owner or of any of the Indemnified Parties. Should any Owner bring suit against Declarant, the Association, Club Owner or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

- 3.6. Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Declarant, its officers, directors, shareholders, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Expenses to the extent such matters are not covered by insurance maintained by Association.
- 3.7. Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas, drainage systems or SWMS necessitated by the negligent or willful acts of an Owner or Persons utilizing the Common Areas, drainage systems or SWMS through or under an Owner, shall be borne solely by such Owner and the Unit owned by such Owner shall be subject to a Specific Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of the Association. Further, by way of example, an Owner shall be responsible for the cost to correct any drainage issues caused by any such Owner's negligence.

#### **ARTICLE IV ARCHITECTURE AND LANDSCAPING**

- 4.1. Applicability.
- (a) Declarant may reserve rights of architectural review and approval, including, but not limited to, review and approval of the location, size, type, and appearance of any structure or other improvement on a Unit, and enforcement of such rights ("**Architectural Rights**") over all portions of the Properties pursuant to a PCCRO, DCCRO or other, separate recorded instrument (all such PCCROs, DCCROs and other recorded instruments are collectively referred to as "**Independent Architectural Approval Reservations**" or "**IAARs**"). All such IAARs shall preempt the authority granted to the Association in this Article and shall control as to any matter within the scope of this Article, and this Article shall have no force or effect as to such portion of the Properties unless no IAAR exists on such portion of the Properties, or any such IAAR expires, is terminated or is released, or any such IAAR is rendered invalid or unenforceable by a court of competent jurisdiction (any of the foregoing circumstances shall be referred to herein as the "**Absence of an IAAR**").
- (b) If, in the future, Declarant desires to assign some or all of the Architectural Rights under any of

the IAARs to the Association, the Association shall accept such assignment and shall perform the duties and responsibilities of those rights pursuant to the terms set forth in such IAARs which, in such event, shall continue to preempt the authority granted to the Association in this Article as provided above.

- (c) No Work shall be commenced on such Owner's Unit, or on Neighborhood Property, unless and until such Owner or Neighborhood Association receives written approval for such Work pursuant to this Article either from the Association or the Declarant, as applicable.
- (d) This Article shall not apply to the activities of Declarant. Notwithstanding anything to the contrary contained herein, or in the Design Guidelines, any improvements of any nature made or to be made by Declarant, or its nominees, including, without limitation, improvements made or to be made to the Common Areas or any Unit, shall not be subject to the review by the Reviewing Entity or the provisions of the Design Guidelines.
- (e) This Article may not be amended without the written consent of Declarant so long as Declarant owns any portion of the Properties.

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

(a) Declarant Review.

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

(2) The rights reserved to Declarant under this Article shall continue so long as Declarant owns any portion of the Properties unless earlier terminated in a written instrument executed by Declarant and recorded in the Public Records.

(b) Architectural Review Committee.

(1) Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article or other recorded instruments to an architectural review committee appointed by the Association's Board of Directors (the "Architectural Review Committee" or "ARC"), subject to (i) the right of Declarant to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated, and (ii) the right of Declarant to veto any decision of the ARC which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So

long as Declarant has any rights under this Article, the jurisdiction of the ARC shall be limited to such matters as are specifically delegated to it by Declarant. Unless and until such time as Declarant delegates all or a portion of its reserved rights, the Association shall have no jurisdiction over architectural matters; upon any such delegation, the ARC shall accept and exercise the jurisdiction so delegated in accordance with this Article.

- (2) Upon expiration or termination of Declarant's rights under this Article, the Association shall assume jurisdiction over architectural matters hereunder and the Association, acting through the ARC, shall be entitled to exercise all powers previously reserved to Declarant under this Article; provided, however, in exercising the discretion previously reserved to Declarant, the Association and the ARC shall act in the interest of the Association membership.
- (3) The ARC, if and when appointed, shall consist of three (3) or five (5) persons who shall serve and may be removed and replaced in the Board's discretion. The members of the ARC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. In addition, the ARC may, with prior approval of the Board, retain architects, engineers or other professionals to assist in the review of any application and the Association may charge any fees incurred for such assistance to the applicant.

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

(a) Design Guidelines.

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

(b) Procedures.

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

unless completion is delayed due to causes beyond the reasonable control of the Owner or Neighborhood Association, as determined in the sole discretion of the Reviewing Entity.

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

enforcement action under this Section, together with interest at the maximum rate then allowed by law, against the benefited Unit, or against all of the Units within a Neighborhood Association (if related to Neighborhood Property), as a Specific Assessment.

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

## **ARTICLE V**

### **MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATIONS**

- 5.1. Maintenance by the Association.
- (a) Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas and all improvements placed thereon.
  - (b) Certain roadways within the Properties shall be private roadways and shall be maintained by the Association; however, there are also public roadways within the Project that are dedicated to the County for the perpetual use of the public. The Common Areas may contain certain paved areas, including private roadways within the Properties. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of all paved surfaces forming a part of the Common Areas, including private roadways. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such

inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work.

AT PRESENT, CERTAIN ROADWAYS WITHIN, ADJACENT OR IN PROXIMITY TO THE PROJECT ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR UNIT ACKNOWLEDGES AND AGREES THAT THE MASTER ASSOCIATION, ASSOCIATION, BUILDER, CLUB OWNER AND DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

- (c) Declarant may install a controlled access facility at one or more access points to the Properties. The Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for the Properties. If provided, all costs associated with any Access Control System will be part of the Operating Expenses. Declarant hereby reserves for itself, and any Builder, their respective contractors and suppliers, their respective agents and employees, and any prospective purchasers of Units from Declarant and/or Builders, an easement for free and unimpeded access through any such Access Control System, subject only to such controls and restrictions as are agreed to in writing by Declarant and Builder. If the Association attempts to restrict or control access into the Properties through means not approved by the foregoing, the foregoing may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by the foregoing, and the foregoing shall have no liability in this regard.

DECLARANT, BUILDERS, CLUB OWNER, MASTER ASSOCIATION AND THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT DECLARANT, BUILDERS, CLUB OWNER, MASTER ASSOCIATION AND THE ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS. DECLARANT, BUILDERS, CLUB OWNER, MASTER ASSOCIATION AND THE ASSOCIATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A UNIT.

- (d) Association shall, if required by amendment to this Declaration or any document of record, maintain vegetation, landscaping, irrigation systems, community identification/features and/or other areas or elements designated by Declarant (or by Association after the expiration of the Class "B" Control Period) upon areas that are within or outside of the Project. Such areas may abut, or be proximate to, the Properties and may be owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not limitation) parks, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification. To the extent there is any agreement between the Association and any Person for the maintenance of any lakes or ponds outside of the Properties, the Association shall maintain the same and the costs thereof shall be paid by Owners as part of the Operating Expenses. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the Association if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

- (e) The Declarant may install perimeter walls within the Properties (the "Perimeter Wall"). The Association at all times shall have the exclusive right to maintain, repair, replace any Perimeter Wall within the Properties, including Perimeter Walls located on Units. The Association may perform any such maintenance, repairs or replacement of the Perimeter Walls at the Board's discretion and the costs of such maintenance, repairs or replacement shall be Operating Expenses. Failure of the Association to undertake any such maintenance, replacement or repair of the Perimeter Walls shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Perimeter Walls.
  
- (f) The Association shall be responsible for maintaining the landscaped areas within each Unit to the extent provided in this Section 5.1(f). The Association's landscape maintenance responsibilities include cutting, edging, fertilization, mulching, hedging and tree trimming. The foregoing shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. Each Owner by acceptance of a deed to his or her Unit, authorizes the Association to conduct additional landscape maintenance beyond the scope described in this Section 5.1(e) if, in the discretion of the Board, such additional maintenance is required for any reason whatsoever, including without limitation, naturally occurring deterioration of the landscaped areas or Owner neglect. The costs associated with any such additional landscape maintenance shall be assessed against the respective Unit as a Specific Assessment. In the event an Owner modifies the landscape as initially installed by the Declarant or any Builder, then such Owner shall be solely responsible for the maintenance of such modified landscaping. The Association shall have access to control boxes and/or devices used in connection with any irrigation system that may be installed on any Unit and Owners are not permitted to block access to or tamper with the same. The Association reserves the right to place locks on any control boxes and/or devices used in connection with irrigation regardless of their location.

Notwithstanding the foregoing or any other provision of this Declaration, the Association shall have no responsibility for the replacement of sod, grass, shrubs, trees, or any other landscaping within a Unit. The Association shall have no responsibility for the repair and replacement of damaged piping or valves that comprise the irrigation system of the Owner's Unit, or for any other maintenance of the irrigation system for any reason. The Owner of each Unit shall be responsible for any such repair and replacement of the landscaped areas and irrigation systems. In the event landscaped areas and irrigation systems are not repaired and replaced by the Owner of the Unit, the Association may, but shall not be obligated to, repair and replace such landscaped areas and irrigation systems on behalf of the Owner. The costs and expenses of such repairs and replacements plus Twenty-Five and no/100 Dollars (\$25.00) (or such other amount determined by Association in its sole and absolute discretion) shall be assessed against the respective Unit as a Specific Assessment.

EACH OWNER ACKNOWLEDGES THAT RECLAIMED WATER SHALL BE USED FOR IRRIGATION PURPOSES. NEITHER THE DECLARANT, THE CDD, ANY BUILDER NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE AVAILABILITY OR QUALITY OF RECLAIMED WATER; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE CDD, ANY BUILDER NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY FOR THE REPLACEMENT OF SOD, GRASS, SHRUBS, TREES, OR OTHER LANDSCAPING WITHIN A UNIT NECESSITATED BY THE LACK OF RECLAIMED WATER FOR IRRIGATION, OR DUE TO ANY OTHER REASON. FURTHER, NEITHER THE DECLARANT, THE CDD, ANY BUILDER NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY FOR THE REPAIR, REPLACEMENT OR MAINTENANCE OF THE IRRIGATION SYSTEMS DUE TO DAMAGE CAUSED BY THE QUALITY OF THE RECLAIMED WATER.

- (g) The rear yard of some Units may contain water body slopes. Such water body slopes will be regulated and maintained by the Association. The Declarant hereby reserves in favor of the Association an easement of ingress and egress across each Owner's Unit to all adjacent water body areas for the purpose of regulating and maintaining such water body slopes.

5.2. Maintenance by Owners and Neighborhood Associations. All Units, including without limitation, all driveways, walkways and any property, structures, improvements and appurtenances not maintained by the Association, or a Neighborhood Association, shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of RETREAT AT CHAMPIONSGATE by the Owner of the applicable Unit. In the event a Unit is not maintained by the Owner of the Unit in accordance with the requirements of this Section 5.2, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner. Each Owner by acceptance of a deed to their Unit grants the Association an easement over its Unit for the purpose of insuring compliance with the requirements of this Section 5.2. In the event an Owner does not comply with this Section 5.2, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as a Specific Assessment. The Association shall have the right to enforce this Section 5.2 by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 5.2, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

- (a) Each Neighborhood Association shall maintain the Neighborhood Property and all property, structures, parking areas, landscaping and other improvements comprising the Neighborhood Property in a manner consistent with the Community-Wide Standard.

- (b) In addition to any other enforcement rights, if an Owner or Neighborhood Association fails to properly perform his, her or its maintenance responsibilities under this Article V, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association as a result thereof against the benefited Unit(s) and its Owner(s) as a Specific Assessment in accordance with Section 8.5. In the event of a failure of a Neighborhood Association to properly perform its maintenance responsibilities, any resultant assessment may be imposed against all Units under the jurisdiction of such Neighborhood Association as a Specific Assessment in accordance with Section 8.5. The right of the Association to enter any Unit to perform such maintenance is granted to the Association pursuant to Section 11.5 hereof. The Association shall afford the Owner or Neighborhood Association at least seven (7) days notice and opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.3. Maintenance of Other Property. Except as otherwise provided herein, the Association shall also maintain, mow, irrigate, prune and replace all landscaping (including, without limitation, all sod and trees) lying within the right-of-way of adjacent public streets (including streets owned by the CDD), private streets, lakes and ponds, and alleys between the Unit boundary and the curb of such public street, private street or alley, and between the Unit boundary and any adjacent easements for pedestrian paths or sidewalks, and between the Unit boundary and the waters of any lake or pond, in a manner consistent with the Community-Wide Standard unless responsibility for maintaining such areas has been assigned to or assumed by the CDD, a Neighborhood Association. If such areas are adjacent to a condominium, the applicable Neighborhood Association shall be responsible for the above obligations, or if such areas are adjacent to Attached Units, the applicable Service Area shall be responsible for the above obligations.

5.4. Responsibility for Insurance, Repair and Replacement.

- (a) Each Owner shall be responsible for obtaining and maintaining property insurance on all insurable improvements on his or her Unit, unless a Neighborhood Association, of which the Unit is a part is obligated to do so or the Association carries such insurance (which it may but is not obligated to do hereunder). If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners hereunder, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Unit(s) pursuant to Section 8.5.
- (b) Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with an IAAR or Article IV of this Declaration, whichever is applicable (the "**Required Repair**"). Alternatively, the Owner may elect to clear the Unit of all debris and ruins and maintain the Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standard (the "**Required Demolition**"). The Owner shall pay any costs which are not covered by insurance proceeds. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Unit and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion, subject to extension if required by law. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion, subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Unit within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.
- (c) The requirements of this Section shall apply to any Neighborhood Association responsible for any portion of the Properties in the same manner as if it was an Owner and such property was a Unit. Additional recorded covenants applicable to any portion of the Properties may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing structures on the Units within such portion of the Properties and for clearing and maintaining such Units in the event the structures are not rebuilt or reconstructed.
- (d) Notwithstanding any provision to the contrary contained herein or in any other Governing Document, neither the Association nor the Declarant shall be responsible for ensuring or confirming compliance with the insurance provisions contained herein, it being acknowledged by all Owners of Units that such monitoring would be unnecessarily expensive and difficult. Moreover, neither the Association nor the Declarant shall be liable in any manner whatsoever for failure of a Unit Owner to comply with this Section 5.4.

5.5. Standard of Performance. Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed, as well as such other duties, which may include irrigation, as the Board may determine necessary or appropriate to satisfy the Community-Wide Standard. All maintenance and irrigation shall be performed in a manner consistent with the Community-Wide

Standard, all applicable covenants, and the requirements and restrictions set forth in the Development Order.

5.6. Notice to Owners of Attached Units.

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

5.7. Surface Water Management System. The Declarant has caused or will cause to be constructed within the Properties, various drainage retention/detention areas and facilities that are part of the SWMS. These drainage structures are part of the overall drainage plan for the Properties. The CDD shall have unobstructed ingress to and egress from all retention/detention facilities at all reasonable times to maintain said facilities in a manner consistent with its responsibilities as provided herein and any rules and regulations promulgated by the CDD under authority hereof. No Owner shall cause or permit any interference with such access or maintenance. The CDD shall be responsible for the maintenance, operation and repair of the SWMS. Maintenance of the SWMS shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by SFWMD. Any repair or reconstruction of the SWMS shall be as permitted or, if modified, as approved in writing by the SFWMD.

5.8. Swale Maintenance. The Declarant may construct drainage swales within certain Units for the purpose of managing and containing the flow of excess surface water, if any, found upon such Units. Each Owner, including Builders, shall be responsible for the maintenance, operation and repair of the swales on the Unit. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, that allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by SFWMD.

Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Units) upon which the drainage swale is located.

5.9. Rapid Infiltration Basins.

- (a) The Tohopekaliga Water Authority ("**TOHO**") shall own and be responsible for the operation and maintenance of any and all Rapid Infiltration Basins ("**RIBS**"), as so designated on the plat(s) for any portion of the Properties. The Declarant hereby grants TOHO an easement over the Properties as reasonably necessary to access the RIBs in order to conduct and continue the maintenance operation thereof. Maintenance of the RIBs shall mean the exercise of practices that allow the RIBs to provide for the rapid drainage and conveyance capabilities as required by TOHO.
- (b) Declarant hereby grants, reserves and establishes a non-exclusive perpetual easement for ingress, egress and access to enter any portion of the RIBs, at a reasonable time and in a reasonable manner, in order to use, construct, maintain and/or repair any adjacent Common Areas or components of the SWMS and appurtenances thereto, all in favor of: (a) Declarant and the Association, and their officers, members, agents, employees, lessees, invitees or other designees of Declarant or the Association; (b) all Owners; and (c) the CDD, Osceola County and all governmental and quasigovernmental agencies and service entities having jurisdiction over the Properties, while engaged in their respective functions.
- (c) Any amendment to this Declaration which alters any provision relating to the RIBs, beyond maintenance in its original condition, must have the prior approval of TOHO.
- (d) The Declarant hereby expressly establishes and reserves the full right and authority to establish an agreement between the Association, the CDD and TOHO under which the Association, the CDD shall agree to assume and carry out the duties and responsibilities of maintenance of certain RIBs for which TOHO otherwise is responsible. Any such agreement between the Association, the CDD and TOHO shall provide that the Association and/or the CDD must perform such maintenance duties and responsibilities at a level of service satisfactory to TOHO. Further, such agreement may provide that the costs of providing such maintenance of said RIBs, if by the Association, may be assessed and collected as part of the assessments through the Association under this Declaration.

**ARTICLE VI**  
**THE ASSOCIATION AND ITS MEMBERS**

6.1. Function of Association.

- (a) The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area. The Association shall be the primary entity responsible for enforcement of this Declaration, each Supplemental Declaration, the Articles of Incorporation, the Bylaws, and such Use Restrictions and Rules of the Association as may be adopted from time to time. In the absence of an IAAR, or upon assignment to the Association by Declarant of some or all of its Architectural Rights under the IAARs, the Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration or in such IAARs, whichever is applicable, and the Design Guidelines. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles and Florida law.

6.2. Membership.

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

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

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

**ARTICLE VII**  
**ASSOCIATION POWERS AND RESPONSIBILITIES**

- 7.1. Acceptance and Control of Association Property. The Association may acquire, hold and dispose of tangible and intangible personal property and real property. Declarant and its designees may convey to the Association improved or unimproved real estate located within the Properties, personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association.

7.2. Maintenance of Common Area and Area of Common Responsibility.

- (a) Except to the extent that responsibility therefor has been assigned to or assumed by the CDD, or the Owners of adjacent Units, or Neighborhood Associations pursuant to Section 5.2, and except to the extent that such responsibility therefor has been assigned to or assumed by a Service Area pursuant to Section 7.13, the Association shall maintain, manage and control the Common Area and Area of Common Responsibility, and all improvements thereon (including, without limitation, furnishings, equipment, and common landscaped areas), and shall keep it in good clean, attractive, and sanitary condition, order, and repair, consistent with this Declaration, the Community-Wide Standard and the Development Order, which shall include, but need not be limited to:
- (1) All landscaping and other flora, parks, lakes, signage, structures, and improvements, including any private streets, and bike and pedestrian pathways/trails, situated upon the Common Area;
  - (2) Landscaping, sidewalks, streetlights and signage within public rights-of-way within or abutting the Properties, and landscaping and other flora within any public utility easement within the Properties (subject to the terms of any easement agreement relating thereto), except to the extent that responsibility therefor has been assigned to or assumed by the CDD;
  - (3) Such portions of any additional property as may be included within the Area of Common Responsibility pursuant to this Declaration, any Supplemental Declaration, or any agreement for maintenance entered into by the Association;
  - (4) All ponds, streams and/or wetlands located within the Properties which serve as a part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith, except to the extent that responsibility therefor has been assigned to or assumed by the CDD; and
  - (5) Any property and facilities owned by Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and some or all of its Members, such property and facilities to be identified by written notice from Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.
- (b) There are hereby reserved to the Association easements over the Properties as necessary to enable the Association to fulfill its responsibilities under this Section. The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any reasonable periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs. However, the Association, acting through the Board and without the approval of the membership, may temporarily close any portion of the Common Area and any street or roadway or portion thereof (subject to the Association obtaining all necessary governmental approvals) to control traffic or traffic flow, or to hold events, block parties, or for similar purposes for the benefit of the Members.
- (c) The Association may assume maintenance responsibility for property within any Service Area either by agreement with the Service Area or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. All

costs of maintenance pursuant to this paragraph shall be assessed as a Service Area Assessment in accordance with Section 8.2 of this Declaration.

- (d) The Association may maintain other property which it does not own, including, without limitation, publicly-owned property and other property dedicated to public use, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.
- (e) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Area and Area of Common Responsibility shall be an Operating Expense to be allocated among all Units as part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the record title owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Area shall be a Service Area Operating Expense assessed against the Service Area(s) to which the Exclusive Common Area is assigned, notwithstanding that the Association may be responsible for performing such maintenance.
- (f) After termination of the Class "B" Control Period, if the Association fails to properly perform its maintenance responsibilities hereunder, Declarant may, upon not less than ten (10) days notice and opportunity to cure such failure, cause such maintenance to be performed and in such event, shall be entitled to reimbursement from the Association for all costs incurred, plus a ten percent (10%) fee for administrative costs incurred in performing such maintenance.

### 7.3. Insurance.

- (a) Required Coverage. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:
  - (1) If the Common Areas are located within an area that has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area;
  - (2) Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least thirty (30) days' prior written notice to Declarant (until the expiration of the Class "B" Control Period) and the Association;
  - (3) Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board;
  - (4) Fidelity insurance covering all persons responsible for handling Association funds in an amount determined in the Board's best business judgment. Fidelity insurance policies shall include coverage for officers, directors and other persons serving without compensation; and
  - (5) Such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance, boiler and machinery insurance and building ordinance coverage.
  - (6) Any time a Service Area is created, unless otherwise provided in the Supplemental Declaration creating such Service Area, if applicable, all Owners within such Service

Area shall name the Association as an additional insured under any casualty policy of insurance that provides coverage for any property for which the Association is responsible. In addition, the Association may obtain additional insurance at the expense of the Owners within the Service Area if it feels the coverage otherwise maintained is insufficient.

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

(b) Policy Requirements.

- (1) All Association policies shall provide for a certificate of insurance to be furnished to the Association.
- (2) The policies may contain a reasonable deductible. In the event of an insured loss to an Area of Common Responsibility (excluding an Exclusive Common Area), the deductible shall be treated as a Operating Expense in the same manner as the premiums for the applicable insurance coverage, or, for an insured loss in an Exclusive Common Area, in the manner described in this Declaration relating to the Service Area benefited by such Exclusive Common Area. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Section 15.5 of this Declaration, that the loss is the result of the negligence or willful misconduct of one (1) or more Owners, their guests, invitees or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Unit(s) pursuant to Section 8.5.
- (3) The policies described in Section 7.3(a) also shall name Declarant and its partners, officers, directors, employees and agents as additional insureds.
- (4) Prior to the expiration of the Class "B" Control Period, the Declarant shall have the right, at Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the required coverage.

(c) Damage and Destruction.

- (1) Immediately after damage or destruction to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.
- (2) Any damage to or destruction of the Common Area shall be repaired or reconstructed unless Members representing at least seventy-five percent (75%) of the total Class "A" Voting Interests and the Class "B" Member, if any, decide within sixty (60) days after the loss not to repair or reconstruct.
- (3) If either the insurance proceeds or reliable and detailed estimates of the cost of repair or

reconstruction, or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

- (4) If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.
  - (5) Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association or the Service Area, as appropriate.
  - (6) If insurance proceeds received, after application of any applicable deductible, are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members but subject to applicable law, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage.
  - (7) In the event of damage to the Club, the responsibility for reconstruction shall be as provided in the Club Plan.
- (d) Conflicts. In the event there is any conflict between the provisions of this Section 7.3 and any insurance provisions relating to a Service Area elsewhere in this Declaration, then the insurance provisions relating to such Service Area shall control as to the Units in such Service Area.

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

7.5. Indemnification of Officers, Directors and Others.

- (a) The Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited with respect to those actions as to which liability is limited under this Section or Florida law.
- (b) The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made or action taken, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association) and the Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of

any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as an Operating Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

- (c) Each Owner shall indemnify and hold harmless the Association from any loss, damages, and expenses, including counsel fees, which they may incur as a result of the failure of such Owner, any occupant of such Owner's Unit, or any contractor, subcontractor, vendor, employee, or agent of such Owner acting within the scope of his contract, agency or employment to comply with this Declaration, any Supplemental Declaration or other covenants applicable to such Owner's Unit, the Design Guidelines, Bylaws and rules of the Association. By way of example and not limitation, an Owner shall be responsible for damages caused to any Common Area or other property owned by the Association by any such occupant, contractor, subcontractor, vendor, employee, or agent of such Owner whether such damages were caused by the negligence of such Persons or not.

7.6. Enhancement of Safety.

- (a) THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTIES DESIGNED TO ENHANCE THE SAFETY OF THE PROPERTIES. ASSOCIATION AND DECLARANT SHALL NOT BE HELD NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTIES, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY, ACCESS CONTROL OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEMS OR MEASURES CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, ITS OFFICERS, DIRECTORS, AND COMMITTEE MEMBERS AND ANY SUCCESSOR OF DECLARANT, ARE NOT INSURERS OF OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS AND THAT EACH PERSON USING THE PROPERTIES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS RESULTING FROM ACCIDENTS, ACTS OF GOD AND ACTS OF THIRD PARTIES.
- (b) The Association is authorized, but not obligated, to petition for establishment of the Properties as a safe neighborhood improvement district pursuant to the Safe Neighborhood Act, §163.501-163.523, et seq., Florida Statutes, and to take any action necessary to qualify for the creation of a safe neighborhood improvement district under such Act. The Association shall have all rights and powers granted to property owners associations under such Act and, upon establishment of a safe neighborhood improvement district, shall assume and perform all obligations imposed by the Act in connection with the operation and administration of such district.
- (c) From time to time, the Association may elect to install video monitoring, alarms and alarm monitoring devices and/or to contract with third parties for the installation, maintenance and/or monitoring of alarms (any such party being referred to herein as a "Third-Party Alarm Company") in Common Area improvements, Exclusive Common Area, Attached Units and other improvements where the Association has agreed to assume certain maintenance responsibilities. Notwithstanding the foregoing, the Association shall have no liability or responsibility to any

Owner, tenant, resident, occupant, invitee or guest in the event that such person or entity sustains any injury, damage or loss as a result of any failure of such alarm or alarm monitoring device, or of any Third-Party Alarm Company, nor shall any Owner have any right to bring separate action against any Third-Party Alarm Company for any failure of such Third-Party Alarm Company, or the facilities or systems installed and monitored by such company, to appropriately monitor or function in connection with such loss. Each Owner, by taking title to any of the Properties, hereby agrees on their own behalf, and on behalf of their guests, tenants, invitees and any other persons that may be present on their property from time to time, to indemnify the Association, and further waives and releases any right to bring suit or other action against the Association or any Third-Party Alarm Company. Each Owner shall include in any lease otherwise permitted by the terms of this Declaration similar language to that contained within this Section, or a specific reference to the provisions of this Section, such that such Owner's tenant acknowledges and agrees to be bound by the provisions of this Section; provided, however, failure to do so shall in no way limit the terms of this Section.

- (d) The Association, with or without notice may (but shall not be obligated to) install and operate video surveillance equipment on any portion of the Common Area at any time, the only exception being private areas of restrooms, showers, and dressing rooms in order to help promote the safety and security of people and property. Each Owner, on their own behalf and behalf of all of their guests and invitees, by acceptance of a deed for a Unit, consents to such video surveillance.

7.7. Powers of the Association Relating to Other Associations.

- (a) The Association shall have the power to veto any action taken or contemplated to be taken by a Neighborhood Association which the Board determines to be inconsistent with the Community-Wide Standard or the Governing Documents. The Association also shall have the power to require specific action to be taken by any Neighborhood Association in connection with any of its obligations and responsibilities. Without limiting the generality of the foregoing, the Association may (i) require specific maintenance or repairs or aesthetic changes to be effectuated by the Neighborhood Association, and (ii) require that the Neighborhood Association include certain items within its budget and that specific expenditures be made.
- (b) Any action required by the Association in a written notice pursuant to the foregoing paragraph shall be taken within the time frame set by the Association in such written notice. If the Neighborhood Association fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood Association.
- (c) To cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association, the Association shall assess the Units subject to the jurisdiction of such Neighborhood Association for their pro rata share of any expenses incurred by the Association in taking such action in the manner provided in Section 8.5. Such assessments may be collected as a Specific Assessment hereunder and shall be subject to all lien rights provided for herein.

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

7.9. Volunteer Clearing House.

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

7.10. Assumption of Obligations Under Development Order. Declarant shall have the right to assign to the Master Association, the Association or the Resort Association, or any of them, in whole or in part, any of its continuing obligations or responsibilities under the Development Order so long as such continuing obligations are not prohibited by Chapter 720, Florida Statutes. To the extent such obligations or responsibilities are assigned to the Association, the Association shall accept, assume and fulfill such obligations and responsibilities.

7.11. Intentionally Omitted

7.12. Relationship With Tax Exempt Organizations.

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

discretion, adopts concerning such use. A reasonable maintenance and use fee may be charged for the use of such facilities.

- 7.13. Provision of Services to Service Areas; Service Area Designations. Portions of the Properties may be designated as Service Areas for the purpose of receiving from the Association a higher level of services, special services or other benefits not provided to all Units within the Properties. Service Areas may be designated by Declarant through Supplemental Declarations filed in accordance with Article IX, or may be established by the Board of Directors either (i) on the Board's own accord, or (ii) upon petition of the Owners of ninety percent (90%) of the Units to be included in the proposed Service Area. A Unit may be included in multiple Service Areas established for different purposes. The cost of any special services or benefits, and all maintenance, repairs and replacements that the Association provides to a Service Area, including, but not limited to, the cost of water and electricity used in connection with the Association's irrigation of landscaping, and the cost of insurance provided by the Association for the benefit of the Service Area, shall be assessed against the Units within such Service Area as a Service Area Assessment in accordance with Section 8.2. Any Service Area established by the Board upon petition of the Owners within such Service Area may be dissolved or its boundary lines changed upon written consent of the Owners of at least seventy-five percent (75%) of the Voting Interests within such Service Area. Any Service Area established by the Board on its own accord may be dissolved or its boundary lines changed by the Board. During the Class "B" Control Period, a Service Area established by Supplemental Declaration may be dissolved, or its boundary lines changed, by recordation of an amendment to such Supplemental Declaration signed by Declarant and the Owner(s) of the affected property, without the joinder or consent of any other Owner. After expiration of the Class "B" Control Period, a Service Area established by Supplemental Declaration may only be dissolved, or its boundary lines changed, by (i) written consent or affirmative vote of at least seventy-five percent (75%) of the Voting Interests within such Service Area, and (ii) a majority affirmative vote of the Board of Directors. Upon dissolution of a Service Area, any special services or benefits theretofore available to the Units within such Service Area shall cease.
- 7.14. Community-Wide Utilities. The Association shall have the right, on behalf of all Owners, to contract for utility services, including, without limitation, cable or satellite television, internet or other data services, telephone or other communication services or other utilities, if the Board believes that such contract is in the best interest of the Owners, and to include the costs of such utilities in the Base Assessment payable by each Owner, unless such costs are applicable to a Service Area, in which case they shall be included in the applicable Service Area Assessments.
- 7.15. Community Publications. From time to time, the Association may elect to publish news articles and photographs of Owners, residents, occupants, tenants and their guests in community newspapers, online newsletters and websites and other publications intended to provide general information to Owners, residents, occupants, tenants and business owners within RETREAT AT CHAMPIONSGATE. By virtue of having elected to acquire, lease or occupy property in RETREAT AT CHAMPIONSGATE, all Owners, residents, occupants, tenants and their minor children, invitees, contractors and guests are deemed to have consented to the use, publication and distribution of their photographs in any of the aforementioned media that the Association may elect to publish or distribute from time to time.

## **ARTICLE VIII**

### **ASSOCIATION FINANCES**

- 8.1. Budgeting and Allocating Operating Expenses.
- (a) The Board shall prepare a budget annually covering the estimated Operating Expenses during

the coming year. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Base Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the "**Reserves**"). Reserves, if established, shall be established in accordance with Section 8.3.

- (b) The Association is hereby authorized to levy Base Assessments against all Units subject to assessment under Section 8.6 to fund the Operating Expenses and Reserves, if any. The Base Assessment shall be set at a level that is reasonably expected to produce total income for the Association equal to not less than the total budgeted Operating Expenses, including Reserves, if any. In determining the total funds to be generated through Base Assessments, the Board, in its discretion, may consider other sources of funds available to the Association. The Board shall take into account the number of Units subject to assessment under Section 8.6 on the first day of the fiscal year for which the budget is prepared and may consider the number of Units reasonably anticipated to become subject to assessment during the fiscal year. As Vacant Units (as defined herein) may not receive certain services, Declarant and any record title owner of a Vacant Unit shall not be assessed uniformly.
- (c) The Board shall send a notice of the amount of the Base Assessment for the following year to each Owner prior to the beginning of the fiscal year for which it is to be effective, or prior to the effective date of any budget amendment. The Board shall provide a copy of the budget or amended budget to any Owner upon written request by such Owner.
- (d) If the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year, increased by five percent (5%), shall continue for the current year.
- (e) The Board shall have the right, without affirmative vote or written consent of the Owners, to (i) spend the full amount budgeted for any particular line item in the budget; (ii) spend more or less than what was budgeted; and (iii) shift revenues within the budget from one line to another; provided any such change does not increase the Base Assessment.
- (f) Base Assessments, including Reserves (if any), and Special Assessments shall be uniform for all Units improved with a detached or attached residence for a single family. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of Declarant pursuant to Section 8.13 of this Declaration, any Unit that does not have a detached or attached residence for a single family constructed thereon as evidenced by a Certificate of Occupancy (a "**Vacant Unit**") shall be responsible for only ten percent (10%) of the Base Assessments and Special Assessments assessed to Units (other than Vacant Units), which lesser assessment amount reflects that such Vacant Units will not benefit from all maintenance and other services provided by the Association. At such time as a detached or attached residence for a single family is constructed on a Vacant Unit, as evidenced by a Certificate of Occupancy, then the Vacant Unit shall be deemed a fully assessed Unit and shall be responsible for one hundred percent (100%) of Base Assessments and Special Assessments, except as otherwise provided herein.

## 8.2. Budgeting and Allocating Service Area Operating Expenses.

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

Assessment. Any Service Area Committee created pursuant to Section 5.3 of the Bylaws, or by petition of Owners of at least a majority of the total Units within any existing Service Area, may request that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget if the Board agrees to such request. Such budget may, but shall not be required to, include a "Reserve for Replacement" in the Service Area Assessments in order to establish and maintain an adequate reserve fund for the replacement and deferred maintenance of capital items comprising a portion of the Service Area (the "**Service Area Reserves**"). Service Area Reserves, if established, shall be established in accordance with Section 8.3.

- (b) Service Area Assessments, including Service Area Reserves (if any), shall be uniform for all Units within a Service Area that are improved with a detached or attached residence for a single family. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of Declarant pursuant to Section 8.13 of this Declaration, any Vacant Unit within a Service Area shall be responsible for only ten percent (10%) of the Service Area Assessments assessed to Units (other than Vacant Units), which lesser assessment amount reflects that such Vacant Units will not benefit from all maintenance and other services provided by the Association. At such time as a detached or attached residence for a single family is constructed on a Vacant Unit, as evidenced by a Certificate of Occupancy, then the Vacant Unit shall be deemed a fully assessed Unit and shall be responsible for one hundred percent (100%) of Service Area Assessments, except as otherwise provided herein; provided, if so specified in the Supplemental Declaration applicable to such Service Area, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves that pertain to particular structures shall be levied on each of the benefited Units in proportion to the benefit received.
  - (c) The Board shall send notice of the amount of the Service Area Assessment for the coming year to each Owner of a Unit in the Service Area prior to the beginning of the fiscal year. The Board shall provide a copy of the budget to any Owner upon written request by such Owner.
  - (d) If the Board fails for any reason to determine the Service Area budget for any year, then until such time as a budget is determined, the budget for the Service Area in effect for the immediately preceding year, increased by five percent (5%), shall continue for the current year.
- 8.3. Notwithstanding anything contained herein to the contrary, the Board shall not be required to prepare a separate budget covering the estimated Service Area Operating Expenses for a newly created Service Area, or provide written notice of the amount of such Service Area Assessments to the Unit Owners liable for same, until thirty (30) days before the first date upon which Service Area Assessments shall be assessed against the Units in such Service Area.
- 8.4. Budgeting for Reserves and Service Area Reserves. The Board may annually prepare Reserves and Service Area Reserves that the Board determines necessary and appropriate and that take into account the number and nature of replaceable assets maintained, the expected life of each asset, and the expected repair or replacement cost. If established, the Board shall include the required contribution to Reserves or Services Area Reserves in the Base Assessments or Service Area Assessments, as appropriate.
- 8.5. Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted or unanticipated expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Operating Expenses or against the Units within any Service Area if such Special Assessment is for Service Area Operating Expenses. After termination of the Class "B" Control Period, no vote of the Owners shall be required for such

Special Assessment (or for any other assessment) except to the extent specifically provided herein. During the Class "B" Control Period, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Class "A" Voting Interests present (in person or by proxy) at a duly called meeting of the Members.

8.6. Specific Assessment.

- (a) The Board shall have the power to levy Specific Assessments against a particular Unit or Units constituting less than all Units within the Properties, as follows:
  - (1) To cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Unit or occupants thereof upon request of the Owner pursuant to a menu of special services that the Board may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, maid service, linen service, handyman service, pool cleaning, pest control, arrival and departure service, courier service, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner; and
  - (2) To cover costs incurred in bringing the Unit into compliance with the terms of the Governing Documents, or costs incurred as a consequence of the conduct of the Owner, tenants or occupants of the Unit, their licensees, invitees, or guests; provided the Board shall give the Unit Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment under this Subsection (2), in compliance with Section 15.5 of this Declaration.
- (b) The Association may also levy a Specific Assessment against any Neighborhood Association to reimburse the Association for costs incurred in bringing the property under its control into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the Bylaws, and Rules, provided the Board gives such Neighborhood Association prior written notice and an opportunity to be heard before levying any such assessment, in compliance with Section 15.5 of this Declaration. In the case of the failure of a Neighborhood Association to properly perform its responsibilities, any resultant assessment may be imposed against all Units under the jurisdiction of such Neighborhood Association.

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

- (a) The Board is hereby authorized to levy assessments against each Unit (including each other parcel of unsubdivided land within the Properties that has been deemed to contain a specified number of Units for purposes of assessments in this Declaration or in any Supplemental Declaration), as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Unit on the first day the Unit is conveyed by the Declarant, or an affiliate of Declarant, to an Owner other than the Declarant or its affiliates. The first annual Base Assessment and Service Area Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.
- (b) All assessments on behalf of the Association shall be levied and collected by the Board. Assessments shall be paid in such manner and on such dates as the Board may establish. Unless the Board otherwise provides, the Base Assessment and any Service Area Assessment shall be due and payable in advance on the first day of each fiscal quarter.

8.8. Personal Obligation.

- (a) Each Owner, by accepting a deed for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in this Declaration. All assessments, together with interest from the due date of such assessment at a rate not to exceed the highest rate permitted by Florida law, a late fee of Twenty-Five and no/100 Dollars (\$25.00) per month (or such greater amount established by the Board from time to time), costs, and reasonable attorneys' fees, legal expenses and paralegals' fees, shall be a charge and continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 8.8. Each such assessment, together with the above-described interest, late charges, costs, and reasonable attorneys' fees, legal expenses and paralegals' fees, also shall be the personal obligation of the Person who was the record title owner of such Unit at the time the assessment became due. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance, except in the event of a sale or transfer of a Unit pursuant to the foreclosure of a Mortgage (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Mortgagee, in which event, the acquirer of title shall be liable for assessments that became due prior to such sale or transfer to the extent and in such amounts as provided in Section 720.3085, Florida Statutes (2012). Such unpaid assessments shall be deemed to be Operating Expenses collectible from Owners of all Units subject to assessment. For purposes of this subsection (a), the attorneys' fees, legal expenses and paralegals' fees shall be due and owing whether or not there is a lawsuit and shall include reasonable fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction) and appeals.
- (b) Failure of the Board to fix assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments.
- (c) No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action taken by the Association.
- (d) No Owner shall sell or convey its interest in a Unit unless all sums due to Association have been paid in full and an estoppel certificate shall have been received by such Owner. The Association shall prepare and maintain a ledger noting assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within fourteen (14) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay the Association a fee to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Expenses or assessments.

8.9. Lien for Assessments.

- (a) All assessments authorized in this Article shall constitute a lien against the Unit or property against which they are levied until paid. The lien shall also secure payment of all interest, late

charges and reasonable attorneys' fees, legal expenses and paralegals' fees as provided for in Section 8.7(a) above. All such liens shall be continuing liens upon the property against which each assessment is levied until paid and shall relate back to the recording date of this Declaration. Such liens shall be superior to all other liens, except (i) the lien for Club Dues as provided in the Club Plan, (ii) the lien for Master Association assessments as provided in the Master Declaration, (iii) the liens of all taxes, bonds, assessments, including CDD assessments, and other governmental levies which by law would be superior, and (iv) the lien or charge of any first priority Mortgage of record made in good faith and for value.

- (b) Intentionally Omitted.
  - (c) The Association may bid for a Unit at a foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit, which decisions shall be made by the Board without the need for membership approval. While a Unit is owned by the Association following foreclosure (i) no right to vote shall be exercised on its behalf; and (ii) no assessment shall be levied on it. The Association may sue for unpaid Operating Expenses and costs without foreclosing or waiving the lien securing the same.
  - (d) The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments.
  - (e) In the event of a default in the payment of any assessment, the Association may accelerate the assessments then due for up to the next ensuing twelve (12) month period.
- 8.10. Application of Payments. Any and all payments received by the Association shall be applied first to any fines levied by the Association, accrued interest, then to any late fees, then to any legal expenses and costs, then to any reasonable attorneys', or paralegals' fees incurred in collection (whether suit be filed or not) and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.
- 8.11. Exempt Property. The following shall be exempt from payment of Base Assessments, Service Area Assessments, and Special Assessments:
- (a) All Common Area and any property that is included in the Area of Common Responsibility;
  - (b) Any property dedicated to and accepted by any governmental authority or public utility, including any CDD; and
  - (c) Any real property, other than a Unit or Units, owned by a Neighborhood Association for the common use and enjoyment of its members, or owned by the members of such an association as tenants-in common; and
  - (d) All property that comprises the Club.
- 8.12. Initial and Resale Contributions.
- (a) The first purchaser of each Unit from the Declarant, at the time of closing of the conveyance from Declarant to the purchaser, shall pay to the Association an initial contribution in the amount of Five Hundred and No/100 Dollars (\$500.00) (the "**Initial Contribution**"). The funds derived from the Initial Contributions are deemed income to the Association and shall be used at the discretion

of Board for any purpose, including without limitation, future and existing capital improvements, operating expenses, support costs and start-up costs.

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

- 8.13. Collection from Tenants. If a Unit is occupied by a tenant and the Owner is delinquent in the payment of assessments, the Association may demand from the tenant payment to the Association of all monetary obligations, including without limitation, assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the written demand of the Association, the tenant provides the Association with written evidence of making prepaid rent payments, the tenant shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

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

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO FUND DEFICITS IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL

SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2012). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2012), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

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

**ARTICLE IX**  
**EXPANSION OF THE COMMUNITY**

9.1. Expansion by Declarant.

- (a) Until forty (40) years after the recording of this Declaration, Declarant may annex (e.g., unilaterally subject to the provisions of this Declaration) additional lands to the Properties. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Builders, Owners or any Mortgagees). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of the Properties. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Except as otherwise provided herein, prior to the termination of the Class "B" Control Period, only Declarant may add additional lands to the Properties.
- (b) Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Members, but shall

require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

9.2. Expansion by Association.

(a) The Association may subject any real property to the provisions of this Declaration with the consent of the record title owner of such real property, fifty-one percent (51%) of the Class "A" Voting Interests present (in person or by proxy) at a duly called meeting of the Association, and the consent of Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1.

(b) Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the real property to be annexed and specifically subjecting it to the terms of this Declaration. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the record title owner of the annexed property, and by Declarant, if Declarant's consent is required. Any such annexation shall be effective upon filing for record of such Supplemental Declaration unless otherwise provided therein.

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

**ARTICLE X**  
**ADDITIONAL RIGHTS RESERVED TO DECLARANT**  
**AND MATERIAL DISCLOSURES**

10.1. Withdrawal of Property. So long as Declarant has the right to annex property pursuant to Section 9.1, Declarant reserves the right to withdraw any portion of the Properties from the coverage of this Declaration. Such withdrawal shall not require the consent of any Person other than the record title owner of the property to be withdrawn.

10.2. Right to Transfer or Assign Declarant Rights. Any and all of the special rights and obligations of Declarant set forth in the Governing Documents may be transferred in whole or in part to other Persons. Such assignment need not be recorded in the Public Records in order to be effective. The foregoing shall not preclude Declarant from permitting other Persons to exercise, on a one (1) time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to execute any written assignment unless necessary to evidence Declarant's consent to such exercise.

10.3. Right to use Common Area.

(a) Declarant hereby reserves the right, for so long as it owns any portion of the Properties, to maintain and carry on upon portions of the Common Area such facilities, activities and events as,

in the sole opinion of Declarant, may be required, convenient, or incidental to the construction, sale or marketing of Units, including, but not limited to, business offices, signs, model units, and sales offices. Declarant shall have easements for access to and use of such facilities. Declarant, during the course of construction on the Properties, may use Common Area for temporary storage and for facilitating construction on the Properties. Declarant shall not be obligated to pay any use fees, rent or similar charges for its use of Common Area pursuant to this Section. Declarant may grant to designees some or all of the rights reserved by it in this Subsection (a).

- (b) Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.
- 10.4. Right to Approve Additional Covenants. Except as otherwise provided in this Declaration, no Person shall record any declaration of covenants, conditions and restrictions, or declarations of condominium or similar instrument affecting any portion of the Properties without Declarant's review and prior written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant. Neither the Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of Declarant or Club Owner or conflict with the provisions of this Declaration or the other Governing Documents
- 10.5. Right to Approve Changes in Community Standards. Notwithstanding any provision to the contrary in this Declaration, no amendment to or modification of any Use Restrictions and Rules or Design Guidelines shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns any portion of the Properties, which approval may be withheld for any reason.
- 10.6. Exclusive Right to Use the Name of the Development. No Person shall use the word "RETREAT AT CHAMPIONSGATE" or any derivative thereof in the name of any building or any business or enterprise or in any printed or promotional material without Declarant's prior written consent. However, Owners may use the term "RETREAT AT CHAMPIONSGATE" in printed or promotional materials solely to specify that particular property is located within RETREAT AT CHAMPIONSGATE, and the Association shall be entitled to use the word "RETREAT AT CHAMPIONSGATE" in its name.
- 10.7. Development Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees, and creates an easement in favor of the Club Owner over, upon, across, and under the Properties as may be required in connection with the development of the Properties, and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of Units, the Club or any portion of the Properties, and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within the Properties for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic. All maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Expenses. Without limiting the foregoing, at no time shall Declarant be obligated to pay any amount to the Association on account of Declarant's and Club Owner's use of the Common Areas for construction purposes. Declarant may market other residences and commercial Properties located outside of the Properties from Declarant's sales facilities located within the Properties. Declarant has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of

the general public to inspect model homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes. The easements created by this Section, and the rights reserved herein in favor of Declarant and Club Owner, shall be construed as broadly as possible. At no time shall Declarant or Club Owner incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Declarant may non-exclusively assign its rights hereunder to any Builder.

- 10.8. Modification. The development and marketing of RETREAT AT CHAMPIONSGATE will continue as deemed appropriate in Declarant's sole discretion, and nothing in the Governing Documents, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of RETREAT AT CHAMPIONSGATE to, as an example and not a limitation, amend the Development Order, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments that Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.
- 10.9. Promotional Events. So long as Declarant owns any portion of the Properties, Declarant shall have the right, at any time, to hold marketing, special and/or promotional events within the RETREAT AT CHAMPIONSGATE without any charge for use. Declarant, its agents, affiliates, or assignees shall have the right to market the RETREAT AT CHAMPIONSGATE and Units in advertisements and other media by making reference to the RETREAT AT CHAMPIONSGATE, including, but not limited to, pictures or drawings of the RETREAT AT CHAMPIONSGATE, Common Areas and Units. All logos, trademarks, and designs used in connection with the RETREAT AT CHAMPIONSGATE are the property of Declarant. Without limiting any other provision of this Declaration, Declarant may assign its rights hereunder to each Builder.
- 10.10. Easements. So long as Declarant owns any portion of the Properties, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, telecommunications services; and other purposes over, under, upon and across the RETREAT AT CHAMPIONSGATE so long as any said easements do not materially and adversely interfere with the intended use of Units previously conveyed to Owners. All easements necessary for such purposes are reserved in favor of Declarant, in perpetuity, for such purposes. Without limiting the foregoing, Declarant may relocate any easement affecting a Unit, or grant new easements over a Unit, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Unit. As an illustration, Declarant may grant an easement for telecommunications systems, irrigation, drainage lines or electrical lines over any portion of a Unit so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Unit. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Declarant: (i) join in the creation of such easements and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. So long as Declarant owns any portion of the Properties, Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license without the prior written consent of Declarant which may be granted or denied in its sole discretion.
- 10.11. Additional Development. If Declarant withdraws portions of the Properties from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create

other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

- 10.12. Representations. Declarant makes no representations concerning development both within and outside the boundaries of the Properties including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of Units and buildings in all other proposed forms of ownership and/or other improvements within the Properties or adjacent to or near the Properties, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.
- 10.13. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE RETREAT AT CHAMPIONSGATE, INCLUDING WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:
- (a) IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE RETREAT AT CHAMPIONSGATE HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE RETREAT AT CHAMPIONSGATE AND THE VALUE THEREOF;
  - (b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR OSCEOLA COUNTY OR PREVENTS TORTIOUS ACTIVITIES;
  - (c) THE PROVISIONS OF GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND
  - (d) EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO A UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE RETREAT AT CHAMPIONSGATE (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS,

COMMITTEE AND BOARD MEMBERS, EMPLOYEES AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

- 10.14. Resolution of Disputes. BY ACCEPTANCE OF A DEED TO A UNIT, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF IN CONNECTION WITH OR IN ANY WAY RELATED TO GOVERNING DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DECLARANT STRONGLY RECOMMENDS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A UNIT.
- 10.15. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A UNIT, EACH UNIT IS LOCATED IN OSCEOLA COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN OSCEOLA COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN OSCEOLA COUNTY, FLORIDA.
- 10.16. Reliance. BEFORE ACCEPTING A DEED TO A UNIT, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A UNIT, EACH OWNER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A UNIT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT THE PROPERTIES TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.
- 10.17. Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of the Properties, and may form condominium associations, sub-associations, or cooperatives governing such property. No person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar

instrument affecting any portion of the Properties without Declarant's prior review and prior written consent. Evidence of Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

- 10.18. Density Transfers. If any party shall develop any portion of the Properties so that the number of Units contained in such portion of the Properties is less than the allowable number of Units allocated by governmental authorities to that particular portion of the Properties, the excess allowable Units not used by the such party (with respect to that portion of the Properties) shall inure to the benefit of Declarant.
- 10.19. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the expiration of the Class "B" Control Period, Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of the Properties for various public purposes or for the provision of telecommunications systems, or to make any portions of the Properties part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of the Properties. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION AND DESIGN OF ANY AND ALL COMMON AREAS, AT ANY TIME, WITHOUT NOTICE AND AT ITS DISCRETION.
- 10.20. Amendment and Termination of Rights. This Article may not be amended without the written consent of Declarant so long as Declarant has any rights hereunder. The rights contained in this Article shall terminate upon the earlier of (a) December 31, 2053, or (b) upon recording by Declarant of a written statement that Declarant has relinquished such rights.

## **ARTICLE XI EASEMENTS**

- 11.1. Easements in Common Area.
- (a) Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to:
- (1) the Club Plan;
  - (2) the Master Declaration and governing documents referred to therein;
  - (3) the Governing Documents, any PCCRO or DCCRO and any other applicable covenants and easements, including any declaration of easements and covenants or similar instrument relating to such Common Area which grant non-Members rights to use and enjoy portions of the Common Area upon payment of fees or a portion of the costs relating to such Common Area;
  - (4) any restrictions or limitations contained in any deed conveying such property to the Association;
  - (5) the right of the Board to adopt rules regulating the use and enjoyment of the Common Area;

- (6) the right of the Board to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas after notice and a hearing pursuant to the provisions of Section 15.5 of this Declaration;
  - (7) the right of the Association, acting through the Board to dedicate or transfer all or any part of the Common Area subject to such approval requirements as may be set forth in this Declaration. No such dedication or transfer shall be effective prior to the expiration of the Class "B" Control Period without prior written consent of Declarant;
  - (8) the right of the Board to impose membership requirements and charge membership, admission or other fees for the use of any recreational facility situated upon the Common Area;
  - (9) the right of the Board to permit use of any recreational facilities situated on the Common Area by Persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board;
  - (10) the right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
  - (11) the right of certain Owners to the exclusive use of those portions of the Common Area designated "Exclusive Common Area" as more particularly described in Article XII;
  - (12) the right of Declarant or the Association by and through its Board to grant easements over the Common Area to "tax-exempt organizations" pursuant to Section 7.12 and to any utility or governmental agency;
  - (13) The perpetual right of Declarant to access and enter the Common Areas at any time, even after the expiration of the Class "B" Control Period, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Declarant unfettered access, ingress and egress to the Common Areas so that Declarant and/or its agents can perform all tests and inspections deemed necessary by Declarant. Declarant shall have the right to make all repairs and replacements deemed necessary by Declarant. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Declarant relative to any portion of the Common Areas; and
  - (14) The rights of Declarant, the Association and/or Club Owner reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.
- (b) Any Owner may extend his or her right of use and enjoyment to the members of his or her family who are residing in the Unit, residential lessees of the Unit, and social invitees; provided, however, that if an Owner leases his or her Unit to a residential lessee, such lessee of the Unit shall have the exclusive right to use the Common Area and Club, and the Owner (and their family and invitees) shall have no right to use the Common Area or Club during the term of the lease. All of the foregoing provisions of this Subsection 11.1(b) are subject to reasonable regulation as provided for in this Section 11.1 and Article III hereof.
- 11.2. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered on a Unit or the Common Area (in accordance with the terms of these restrictions). However, in no event shall an

easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

- 11.3. Easements for Utilities. There are hereby reserved unto Declarant, so long as Declarant owns any portion of the Properties, and hereby granted to the Association, the CDD, and the designees of each (that may include, without limitation, Tohopekaliga Water Authority, Osceola County and any other utility), access and maintenance easements upon, across, over, and under all of the Properties to the extent necessary for the purpose of installing, replacing, repairing, and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, irrigations equipment and lines, and all utilities, including, but not limited to, water, sewer, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property that any such holder owns or within easements designated for such purposes on recorded plats of the Properties. This easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit, and except in an emergency, entry onto any Unit shall be made only after notice to the Owner or occupant.
- 11.4. Easements to Serve Additional Property. Declarant hereby reserves for itself and its duly authorized agents, representatives, successors, successors-in-title, assigns, licensees, and mortgagees, a perpetual nonexclusive easement over the Common Area for the purposes of enjoyment, use, access, and development of the Properties, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property.
- 11.5. Easement for Maintenance, Emergency and Enforcement.
- (a) Declarant, the Association and their respective designees shall have the right, but not the obligation, to enter upon any Unit and upon any Neighborhood Property for emergency, security, and safety reasons, and to perform its maintenance and other obligations and self-help remedies set forth in this Declaration, and to inspect for the purpose of ensuring compliance with the Governing Documents, which right may be exercised by any member of the Board, the Association, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Such entry shall not be considered a trespass.
- (b) Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right to enter upon any Unit or Neighborhood Property to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.
- (c) Any costs incurred by Declarant or the Association in carrying out its or their rights pursuant to this Section 11.5 may be assessed as a Specific Assessment in accordance with the provisions of Section 8.5.
- 11.6. Easements for Signage. Declarant hereby reserves for itself and for the Association and the Resort Association, and their successors, assigns and designees, a perpetual, non-exclusive

easement over the Properties, including without limitation the CDD Facilities, Common Area, road right-of-way and other open spaces not owned by the Owner of a Unit within the Properties for purposes of installing, maintaining, operating and replacing permanent and/or temporary signage to advertise any and all matters related to the Project as determined by the Declarant in its sole discretion. Such signage may include general community advertising to homebuyers, directional signage, model designations and locations, commercial tenant directional signage, town center master signage, and event signage. The easement granted herein is intended to be blanket in nature over the subservient land; provided, however, Declarant shall have the right, but not the obligation, to designate specific locations for such signage and to record a specific easement over such property among the Public Records.

- 11.7. Easement for Special Events. Declarant hereby reserves for itself and for the Association and the Resort Association, and their successors, assigns and designees, a perpetual, non-exclusive easement over the Common Area for the purpose of conducting parades, running, biking or other sporting events, educational, cultural, artistic, musical and entertainment activities, and other activities of general community interest, at such locations and times as Declarant (or the Association or the Resort Association, whichever is applicable), in its sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Unit, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds and related inconveniences, and each Owner agrees on behalf of itself and the occupants of its Unit to take no action, legal or otherwise, which would interfere with the exercise of such easement.
- 11.8. Easement for Use of Private Streets. Declarant hereby creates a perpetual, non-exclusive easement for access, ingress and egress over the private streets within the Common Area, for law enforcement, fire fighting, paramedic, rescue and other emergency vehicles, equipment and personnel; for school buses, for U.S. Postal Service delivery vehicles and personnel; private delivery or courier services; and for vehicles, equipment and personnel providing garbage collection service to the Properties; provided, such easement shall not authorize any such Persons to enter the Properties except while acting in their official capacities.
- 11.9. Easements for Surface Water Management System. A non-exclusive easement shall exist in favor of SFWMD, Declarant, CDD, the Association, and their designees, and any applicable state agency, county agency and/or federal agency having jurisdiction over the Properties over, across and upon the Properties for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by Declarant, the Association or the CDD, (ii) landscaping of the SWMS, (iii) as required by the County Land Development Code or the Permit, and/or (iv) improvements approved by the ARC. A non-exclusive easement for ingress and egress shall burden each Unit and benefit the Declarant, the Association and the CDD in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of the Properties and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Properties or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.
- 11.10. Club Easements. A non-exclusive easement shall exist in favor of the Club Owner and its respective designees, invitees, guests, agents, employees, and members over and upon the Common Areas, and portions of the Properties necessary for ingress, egress, access to,

construction, maintenance and/or repair of the Club. Club Owner, Club employees, agents, invitees, guests, any manager of the Club, and all members of the Club shall be given access to the Club on the same basis as Owners, but without any charge therefor (in the term of assessments or otherwise).

**ARTICLE XII**  
**EXCLUSIVE COMMON AREA**

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

**ARTICLE XIII**  
**PARTY WALLS AND OTHER SHARED STRUCTURES**

- 13.1. General Rules of Law to Apply. Each wall, fence, driveway or similar structure built as a part of the original construction on the Units that serves and/or separates any two adjoining Units, and which is part of the general scheme of development for such Units and not an extra or optional item built at the request of an Owner, shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- 13.2. Maintenance; Damage and Destruction. Except as may otherwise be provided by law, or by a written agreement between Owners of adjacent Units, or by other recorded documents applicable to adjacent Units:

- (a) All Owners who make use of any party structure shall share the cost of reasonable repair and maintenance of such structure equally; and
  - (b) If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners subsequently use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omission.
- 13.3. Right to Contribution Runs with Land. The right of an Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successor-in-title.
- 13.4. Party Walls of Attached Units. Party walls of Attached Units shall be governed by this Article XIII.

**ARTICLE XIV**  
**STONEBROOK SOUTH COMMUNITY DEVELOPMENT DISTRICT**

- 14.1. Generally. Declarant may create or has created the Stoneybrook South Community Development District (the "**CDD**") within the Properties. Portions of the Properties may be owned by the CDD, such as the roads, perimeter walls, drainage system and/or utilities. In the event that any portions of the Properties are owned by the CDD, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the CDD (the "**Facilities**"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF THE PROPERTIES WILL BE DESIGNATED COMMON AREAS OR FACILITIES OF THE CDD. FINAL DETERMINATION OF WHICH PORTION OF THE PROPERTIES WILL BE COMMON AREAS MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT.
- 14.2. Creation of the CDD. The CDD may issue Special Assessment Bonds (the "**Bonds**") to finance a portion of the cost of the Facilities. The CDD is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the CDD puts residential units and non-residential development of the Properties under the jurisdiction of the CDD. The CDD may be authorized to finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following: water and sewer facilities, environmental mitigation, roadways, the Surface Water Management System, utility plants and lines, land acquisition, perimeter walls/fences, miscellaneous utilities for the community and other infrastructure projects and services necessitated by the development of, and serving lands, within the Properties (the "**Public Infrastructure**"). The estimated design, development, construction and acquisition costs for these facilities may be funded by the CDD in one or more series of governmental bond financings utilizing special assessment bonds or other revenue backed bonds. The CDD may issue both long term debt and short term debt to finance the Public Infrastructure. The principal and interest on the special assessments bonds may be repaid through non ad valorem special assessments (the "**District Debt Service Assessments**") levied on all benefiting properties in the CDD, which property has been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds (the "**District Revenue Bonds**") may be repaid through user fees, franchise fees or other use related revenues. In addition to the bonds issued to fund the Public Infrastructure costs, the CDD may also impose an annual non ad valorem special assessment to fund the operations of the CDD and the maintenance and repair of its Public Infrastructure and services (the "**District Maintenance Special Assessments**").

- 14.3. CDD Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Osceola County and disbursed to the CDD. The homestead exemption is not applicable to the CDD assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. The initial amount of the District Debt Service Assessments per year per Unit and the total amount of District Maintenance Special Assessments are unknown at this time. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will be determined by the CDD. Any future CDD assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a lien against the Unit. Failure to pay such sums may result in loss of property. The CDD may construct, in part or in whole, by the issuance of Bonds certain facilities that may consist of roads, perimeter walls/fences, utilities and/or drainage system, as the CDD determines in its sole discretion.
- 14.4. Common Areas and Facilities Part of CDD. Portions of the Common Areas may be conveyed by Declarant to the CDD. Such Facilities will be part of the CDD and the CDD shall govern the use and maintenance of the Facilities. Some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Common Areas once conveyed to the CDD. ANY CONVEYANCE OF COMMON AREAS TO THE CDD SHALL IN NO WAY INVALIDATE THIS DECLARATION. Declarant may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to either the CDD or the Association. If conveyed to the CDD, such portions of the Common Areas shall thereafter be part of the CDD Facilities. The CDD or Association may promulgate membership rules, regulations and/or covenants that may outline use restrictions for the Facilities, or Association's responsibility to maintain the Facilities, if any. The establishment of the CDD and the inclusion of Facilities in the CDD will obligate each Owner to become responsible for the payment of District Debt Service Assessments and District Maintenance Special Assessments for the construction and operation of the Facilities as set forth in this Section.
- 14.5. Facilities Owned by CDD. The Facilities may be owned and operated by the CDD or owned by the CDD and maintained by Association. The Facilities may be owned by a governmental entity other than the CDD. The Facilities shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Facilities. In addition to the Facilities, the CDD may purchase the Club.
- 14.6. Declarant Easement. The CDD Facilities are hereby encumbered with the perpetual right of Declarant to access and enter the CDD Facilities at any time, even after the expiration of the Class "B" Control Period, for the purposes of inspection and testing of the CDD Facilities. Notice is hereby provided to the CDD and each Owner that Declarant shall have unfettered access and an easement for ingress and egress to the CDD Facilities so that Declarant and/or its agents can perform all tests and inspections deemed necessary by Declarant. Declarant shall have the right to make all repairs and replacements deemed necessary by Declarant. At no time shall CDD, the Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Declarant relative to any portion of the CDD Facilities.

**ARTICLE XV**  
**ENFORCEMENT**

15.1. Compliance and Enforcement

- (a) Every Owner, tenant, guest, invitee and occupant of any Unit shall comply with the Governing Documents, the Club Plan and any applicable PCCRO and DCCRO. Failure to comply shall be grounds for an action by the Association, Declarant, Club Owner or, by any aggrieved Unit Owners(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association pursuant to the Governing Documents.
- (b) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. Should the Declarant, Club Owner, an Owner, or the Association be required to enforce the provisions of the Governing Documents, the reasonable attorneys' and paralegal fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' and paralegal fees and costs incurred on appeal of any judicial proceedings that may be brought and including any fees incurred in the context of creditor's rights proceedings, to the extent permitted by law (e.g., bankruptcy), shall be collectible from the party against which enforcement is sought.
- (c) The Association may also impose sanctions for violations of the Governing Documents in accordance with the procedures set forth in this Declaration, including reasonable monetary fines and suspension of the right to vote for nonpayment of assessments that are delinquent in excess of ninety (90) days, and suspension of the right to use any facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress and egress to or from a Unit. In addition, the Association may suspend any services it provides to the Unit of any Owner who is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association, or for any other violation of the Governing Documents, and may exercise self-help to cure violations.
- (d) ALL OWNERS ARE HEREBY PLACED ON NOTICE THAT ASSESSMENTS MAY INCLUDE CHARGES FOR CABLE SERVICES CHARGED BY A CABLE SERVICES PROVIDER. IN THE EVENT AN OWNER FAILS TO PAY ANY ASSESSMENT DUE PURSUANT TO THE TERMS OF THIS DECLARATION, THE ASSOCIATION SHALL HAVE THE RIGHT TO DISCONNECT SERVICES PROVIDED TO THE OWNER'S UNIT, INCLUDING BUT NOT LIMITED TO CABLE AND INTERNET SERVICES.
- (e) The Association may, but shall not be obligated to take action to enforce any provision of the Governing Documents. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or stop the Association from enforcing any other covenant, restriction or rule.
- (f) SFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

15.2. Owners Obligated for Lessees, Occupants and Guests. All lessees, occupants and guests shall be subject to the terms and conditions of the Governing Documents, the Club Plan and any applicable PCCRO or DCCRO, as though such lessees, occupants or guests were Owners. Each Owner agrees to cause the Owner's lessees or the Owner's or lessee's occupants, guests, or other persons living with Owner or lessee to comply with the Governing Documents and any applicable PCCRO or DCCRO, and such Owner is responsible and liable for all violations and losses caused by such lessees, guests or occupants, notwithstanding the fact that such lessees,

guests, or occupants of the Unit are also fully liable for any violation of the Governing Documents and any applicable PCCRO or DCCRO. Should the Declarant, Club Owner, an Owner or the Association be required to enforce the provisions of this Section, the reasonable attorneys' and paralegals' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' and paralegals' fees and costs incurred on appeal of any judicial proceedings that may be brought and including any fees incurred in the context of creditor's rights proceedings, to the extent permitted by law (e.g., bankruptcy), shall be collectible from the party against which enforcement is sought.

- 15.3. Covenants Enforcement. Acting in accordance with the provisions of this Declaration, the Bylaws, and any resolutions the Board of Directors may adopt, the Board may appoint a Covenants Committee of at least three (3) and no more than seven (7) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee of the Association. The Covenants Committee shall hold those hearings required by Florida Statutes §720.305(2)(a) (2012).
- 15.4. Sanctions. The Association may suspend, for a reasonable period of time, the rights of an Owner or Owner's tenants, guests or invitees, or both, to use Common Areas and may levy reasonable fines, not to exceed One Hundred Dollars (\$100.00) per violation or One Hundred Dollars (\$100.00) per day for a continuing violation, against any Owner or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. There shall be no limit to the aggregate amount of the fine that may be imposed for continuing violations of this Declaration.
- 15.5. Hearing Procedure.
- (a) The Board shall have the authority to adopt notice and hearing procedures provided such procedures comply with Section 720.305, Florida Statutes. A fine or suspension (a late charge shall not constitute a fine) may not be imposed without first providing notice to the Person sought to be fined or suspended and an opportunity for a hearing before the Covenants Committee in accordance with the procedures adopted by the Board. If the Covenants Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Covenants Committee approves a suspension, it shall be immediately applicable. If the Covenants Committee approves a proposed fine, it shall be immediately due in an amount equal to the number of days such person, or property, has been in violation of this Declaration, multiplied by the per day fine approved by the Covenants Committee (and fines for continuing infractions shall thereafter be due daily without further notice, demand or opportunity for hearing).
- (b) The requirements of Section 15.5(a) do not apply to the imposition of suspensions or fines upon any Owner because of the failure of the Owner to pay assessments or other charges when due; however, any such suspension must be approved at a properly noticed meeting of the Board of Directors. In the event of these types of infractions, the Association may impose fines or sanctions without affording the Person to be sanctioned or fined a hearing.
- 15.6. No Waiver. The rights of Declarant, the Club Owner, any Owner or the Association under the Governing Documents or the Club Plan shall be cumulative and not exclusive of any other right or available remedy. Declarant's, any Owner's or the Association's pursuit of any one or more of the rights or remedies provided for in this Article XV shall not preclude pursuit of any other right, remedy or remedies provided in the Governing Documents or any other right, remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination. Declarant's, Club Owner's any Owner's or the Association's pursuit of any or more of its rights or remedies shall not constitute an election of remedies excluding the election of another right, remedy or other remedies, or a forfeiture or waiver of any right or remedy or of any

damages or other sums accruing to Declarant, the Club Owner such Owner or the Association by reason of any obligated person's failure to fully and completely keep, observe, perform, satisfy and comply with all of the covenants, restrictions and easements set forth in the Governing Documents or the Club Plan. Declarant's, Club Owner's, an Owner's or the Association's forbearance in pursuing or exercising one or more of its or their rights or remedies, or the failure of Declarant, Club Owner, an Owner or the Association to enforce any of the covenants, restrictions and easements set forth in the Governing Documents or the Club Plan or to promptly pursue and exercise any right or remedy contained in the Governing Documents or the Club Plan, shall not be deemed or construed to constitute a waiver of any other right or remedy or any waiver of the further enforcement or the provision or the exercise of the right or remedy that was the subject of the forbearance or failure. No waiver by Declarant, Club Owner, an Owner or the Association of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure of Declarant, Club Owner, an Owner or the Association to pursue or exercise any of their respective powers, rights or remedies or to insist upon strict and exact compliance with the Governing Documents or Club Plan, and no custom or practice at variance with the terms of the Governing Documents or the Club Plan, shall constitute a waiver by Declarant, Club Owner, any Owner or the Association of the right to demand strict and exact compliance with all terms and conditions of the Governing Documents and Club Plan. No termination of any of the Governing Documents or the Club Plan shall affect Declarant's, Club Owner', an Owner's or the Association's right to collect any monetary amounts due to it for the period prior to termination.

## ARTICLE XVI

### SURFACE WATER MANAGEMENT SYSTEM

- 16.1. Surface Water Management Systems. The CDD shall be responsible for maintenance of SWMS within the Properties, except to the extent dedicated to the Osceola County by plat. All SWMS within the Properties that are accepted or constructed by the CDD or the Declarant, excluding those areas dedicated to the Osceola County by plat, will be the ultimate responsibility of the CDD, whose agents, employees, contractors and subcontractors may enter any portion of the SWMS and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management.
- (a) No construction activities may be conducted relative to any portion of the SWMS. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within the Properties a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SFWMD in the Permit may be conducted without specific written approval from SFWMD.
  - (b) No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the CDD, Association or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.
  - (c) No Unit or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas that it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the CDD and the Association. No person other than the Declarant,

the CDD or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

- (d) All SWMS and conservation areas, excluding those areas (if any) maintained by Osceola County or another governmental agency, will be the ultimate responsibility of the CDD. The CDD may enter any Unit or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost shall be part of the District Maintenance Special Assessments. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.
  - (e) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SFWMD, the CDD, the Association and the Declarant, its successors and assigns.
  - (f) SFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.
  - (g) Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of SFWMD.
  - (h) If the CDD shall cease to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the SWMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility as explained in the Permit.
  - (i) No Owner may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the SFWMD.
  - (j) Each Owner at the time of the construction of a building, residence, or structure shall comply with the construction plans for the SWMS approved and on file with SFWMD.
  - (k) Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the wet detention ponds to SFWMD.
- 16.2. Proviso. Notwithstanding any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, will be effective to change the CDD's responsibilities for the SWMS, unless the amendment has been consented to in writing by SFWMD. Any proposed amendment which would affect the SWMS must be submitted to SFWMD for a determination of whether the amendment necessitates a modification of the Permit.

**ARTICLE XVII**  
**INTENTIONALLY OMITTED**

**ARTICLE XVIII**  
**CHANGES IN COMMON AREAS; CONTROL OF PETS**

- 18.1. Condemnation. If any part of the Common Area shall be taken (or conveyed by the Board in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:
- (a) If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking Declarant, so long as Declarant owns any of the Properties, objects to any such restoration of the Common Areas. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 7.3(c) regarding funds for the repair of damage or destruction shall apply.
  - (b) If the taking does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.
  - (c) Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This Article shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.
- 18.2. Transfer or Dedication of Common Area. The Association may dedicate portions of the Common Area to Osceola County, Florida, or to any other local, state, or federal governmental or quasi-governmental entity. No conveyance or encumbrance of the Common Area may deprive any Unit of rights of access or support.
- 18.3. Control of Pets; Enforcement of Laws Governing Pets. The requirements of Owners to control their pets on all private property, public property and Common Area within RETREAT AT CHAMPIONSGATE may be governed by applicable local laws. Notwithstanding the foregoing, the Association shall have the right, but not the obligation, to promulgate additional rules and restrictions regarding pet ownership and control. In the event the Association promulgates any such rules, the more restrictive of the Association's rules or the applicable local laws shall apply. The Association does not grant and shall not grant permission to any Person to allow any animal to run at large (e.g., unleashed) upon any property in RETREAT AT CHAMPIONSGATE. In addition, if requested by any governmental authority with jurisdiction over this matter, or if necessary to effectuate enforcement by such governmental authority, the Association shall provide written confirmation to the governmental authority that the Association does not grant such permission. The responsibility for enforcement of any laws rests solely with the applicable governmental authority and the Association disclaims responsibility for such enforcement.

**ARTICLE XIX**  
**AMENDMENT OF DECLARATION**

- 19.1. By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Class "B" Control Period, Declarant may unilaterally amend this

Declaration for any purpose. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of the Properties; (ii) additions or deletions from the Properties and/or the properties comprising the Common Areas; (iii) changes in the Use Restrictions and Rules; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the use restrictions for Units. Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Declarant may create easements over, under and across Units conveyed to Owners, provided that such easements do not prohibit the use of Units as residential dwellings. In the event the Association shall desire to amend this Declaration prior to the termination of the Class "B" Control Period, the Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the termination of the Class "B" Control Period. Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

19.2. By the Association.

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

19.3. Validity and Effective Date of Amendments.

- (a) Amendments to this Declaration shall become effective upon recordation in the Public Records, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.
- (b) If an Owner consents to any amendment to the Governing Documents, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.
- (c) No amendment may, directly or indirectly, remove, revoke, or modify the status of, or any right or privilege of, the Declarant or the Club Owner without the written consent of the Declarant or the

Club Owner, respectively (or the assignee of such right or privilege). Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant or Club Owner unless such amendment receives the prior written consent of Declarant or Club Owner, which consent may be withheld for any reason whatsoever.

- (d) If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained.
  - (e) Each Owner by acceptance of a deed to a Unit irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to the Governing Documents or Club Plan. It is expressly intended that Declarant has the unfettered right to amend this Declaration and the other Governing Documents except as expressly set forth herein.
  - (f) Any amendment to the Declaration that alters any provision relating to the SWMS, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior written approval of the SFWMD.
- 19.4. Compliance with HUD, FHA, VA, FNMA, GNMA and SFWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the termination of the Class "B" Control Period, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD, or any other governmental agency or body as a condition to, or in connection with, such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by Mortgages on Units. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the termination of the Class "B" Control Period, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by Mortgages on Units.

## **ARTICLE XX**

### **MISCELLANEOUS PROVISIONS**

- 20.1. Exhibits. Exhibits A, B, C, D, E and F attached to this Declaration are incorporated herein and made a part hereof by this reference.
- 20.2. Notices. Unless otherwise provided in this Declaration, each notice or communication given under this Declaration shall be deemed delivered and received if in writing and either: (i) personally delivered; (ii) delivered by reliable overnight air courier service; or (iii) deposited with the United States Postal Service or any official successor thereto, first-class or higher priority, postage prepaid, and delivered to the addressee's last known address at the time of such mailing.
- 20.3. Conflicts. If there is any conflict between the provisions of Florida law, the Articles of Incorporation, the Bylaws and this Declaration, the provisions of Florida law, this Declaration, the Articles and the Bylaws, in that order, shall prevail.
- 20.4. Applicable Law. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the

extent provided otherwise as to any particular provision of the Florida Statutes.

- 20.5. Termination of Rights Reserved by Declarant. Notwithstanding anything contained in this Declaration to the contrary, as to any right reserved by Declarant in this Declaration, such right may be terminated at any time by Declarant, in Declarant's sole discretion and without the consent of the Association or its Board or Members, by written instrument recorded among the Public Records, and thereafter Declarant shall have no right or obligation to exercise any such terminated right.
- 20.6. Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.
- 20.7. Municipal Service Taxing or Benefit Units. In order to perform the services contemplated by this Declaration, the Association or Declarant, in conjunction with local governmental authorities, may seek the formation of special purpose municipal service taxing units ("MSTUs") or municipal service benefit units ("MSBUs"). The MSTUs or MSBUs will have responsibilities defined in their enabling resolutions which may include, but are not limited to, maintaining roadway informational signs, traffic control signs, benches, trash receptacles and other street furniture, keeping all public roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage structures, maintenance of designated landscape areas, payment of energy charges for street and pedestrian lighting, and other services benefiting the Properties. In the event such MSTUs or MSBUs are formed, the Properties will be subject to ad valorem taxes or special assessments for the cost of services performed within the MSTU or MSBU and personnel working for or under contract with local governmental authorities shall have the right to enter upon lands within the Property to affect the services contemplated. The Association retains the right to contract with local governmental authorities to provide the services funded by the MSTU or MSBU.
- 20.8. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto set its hand and seal this 15<sup>th</sup> day of April, 2013.

**WITNESSES:**

**"DECLARANT"**

LEN-CG South, LLC, a Florida limited liability company

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

W. Cardinale  
Print Name: Whitney Cardinale  
[Signature]  
Print Name: Lauren [Signature]

By: [Signature]  
Name: Mark Metheny  
Title: Vice President

Date: April 15, 2013

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 15 day of April, 2013, by Mark Metheny, Vice President of LENNAR HOMES, LLC, a Florida limited liability company, Managing Member of LEN-CG South, LLC, a Florida limited liability company. He [is personally known to me] [has produced \_\_\_\_\_ as identification].

My commission expires:  
7/26/2015

Kathy A Deml  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Kathy A Deml



JOINDER

RETREAT AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in this DECLARATION FOR RETREAT AT CHAMPIONSGATE (this "Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 15<sup>th</sup> day of April, 2013.

WITNESSES:

W. Cardinal  
Print Name: Whitney Cardinal  
La Ceja  
Print Name: La Ceja

RETREAT AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit  
By: [Signature]  
Name: Joe Fulghum  
Title: President

{CORPORATE SEAL}

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 2013, by Rob Bonin, as President of RETREAT AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires: 7/26/2015

[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Kathy A Deml



EXHIBIT A

Tract G, Block H, Tract H-1, Landscape Tracts L21, L22, L23, L24 and L25, Retention Pond Tracts; P7, P8 and P9 of the subdivision Stoneybrook South, Phase 1 as recorded in Plat Book 22, Pages 58 through 66 of the Public Records of Osceola County, Florida.

Subject to the Drainage, Utility and Access Easements of Record.

## EXHIBIT B

### USE RESTRICTIONS AND RULES

The following restrictions shall apply to all the Properties, exclusive of the Units owned by the Declarant, until such time as they are amended, modified, repealed, or limited by rules of the Association adopted pursuant to Article III of the Declaration. Use Restrictions for particular Neighborhoods may be different in order to reflect the character of the Units in such Neighborhood and, in such event, such Use Restrictions shall control.

1. Alterations and Additions. No material alteration, addition or modification to a Unit, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration.

2. Animals. No animals of any kind shall be raised, bred or kept within the Properties for commercial purposes. Other than swine, poultry, vicious breeds and uninsurable pets (e.g., pets that create policy coverage exclusions under insurance policies purchased by the Association or pets that cause increases in insurance policy premiums under insurance policies purchased by the Association), Owners may keep domestic pets as permitted by Osceola County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Unit only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Unit is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Unit unless such pet is kept on a leash or within an enclosed portion of the yard of a Unit. No pet or animal shall be "tied out" on the exterior of the Unit or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Unit. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within the Properties designated for such purpose, if any, or upon the exterior portion of the Owner's Unit. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, service dogs shall not be governed by the restrictions contained in this Section.

3. Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Unit, unless approved by the ARC.

4. Vehicles.

(a) Parking. Owners' automobiles shall be parked in the garage or driveway and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of the Properties or a Unit except on the surfaced parking area thereof. Vehicles shall not park on the private or public roadways or any area comprising the Common Area. To the extent the Properties have any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in the Properties except during the period of a delivery.

(b) Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on the Properties for more than twelve (12) hours, except in the garage of a Unit. No repair or maintenance, except emergency repair, of vehicles shall be made within the Properties, except in the garage of a Unit. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

(c) Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all terrain vehicle, boat, trailer, including without limitation, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within the Properties except in the garage of a Unit. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within the Properties. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Unit. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas; provided, however, golf carts shall be permitted but only to the extent permitted by applicable law and Osceola County regulations and foregoing restrictions shall be inapplicable to "Neighborhood Electric Vehicles" which may be otherwise authorized for use within the Properties by Osceola County. Additionally no ATV or mini motorcycle may be parked or stored within the Properties, including any Unit, except in the garage of a Unit. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, or its agents.

(d) Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Unit irrevocably grants the Association and its designated towing service the right to enter a Unit and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Unit, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Unit and Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

5. Commercial Activity. Except for normal construction activity, sale, and re-sale of a Unit, sale or re-sale of other property owned by Declarant or Builders, and administrative offices of Declarant or Builders, no commercial or business activity shall be conducted within the Properties, including without limitation, within any Unit. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Unit for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Units unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Properties. No solicitors of a commercial nature shall be allowed within the Properties, without the prior written consent of Association. No day care center or facility may be operated out of a Unit. No garage sales are permitted, except as permitted by Association.

6. Completion and Sale of Units. No person or entity shall interfere with the completion and

sale of Units within the Properties. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF UNITS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE UNITS AND THE RESIDENTIAL ATMOSPHERE THEREOF.

7. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas, except in areas designated for those purposes by Association. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout the Properties.

8. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, and weather vanes shall be installed or placed within or upon any portion of the Properties without the prior written approval of the ARC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Unit in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15<sup>th</sup> of the following year. The ARC may establish standards for holiday lights. The ARC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Unit or excessive travel through the Properties). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2012), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ARC.

9. Extended Vacation and Absences. In the event a Unit will be unoccupied for an extended period, the Unit must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Unit; and (iii) designating a responsible firm or individual to care for the Unit, should the Unit suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Declarant shall have any responsibility of any nature relating to any unoccupied Unit.

10. Fences/Walls/Screens. No walls or fences shall be erected or installed without prior written consent of the ARC. Due to the Association's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is discouraged by the ARC. However, in the event a fence is installed within a drainage easement area, with prior written ARC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed. All screening and screened enclosures shall have the prior written approval of the ARC. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ARC and all decks shall have the prior written approval of the ARC.

11. Fuel Storage. No fuel storage shall be permitted within the Properties, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.

12. Garages. Each Unit must at a minimum include a two (2) car garage. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

13. Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Unit so as to be visible from outside the Unit. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Unit for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up.

14. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Unit shall be of a type as approved in writing by the ARC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ARC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

15. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Unit. Clotheslines may be installed in the rear of a Unit so long as not visible from the front of the Unit; provided, that, any such clothes line shall be removed when it is not in use as a clothes line.

16. Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of the Properties. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of the Properties shall be the same as the responsibility for maintenance and repair of the property concerned.

17. Leases. Each Unit shall be used for rental occupancy or for permanent residential occupancy by an Owner. The Units shall not be utilized for any commercial purposes or uses other than in a manner consistent at all times with applicable law; provided, however, any leasing or rental activity in connection with a Unit shall not be considered "commercial uses." Units may be made available to the public for rental when not occupied by the Owner thereof or individuals designated by such Owner. Owners must comply with all of the provisions of this Declaration and the Rules and Regulations from time-to-time promulgated the Association. Each Unit only shall be used in accordance with all applicable County and state codes, ordinances and regulations. Leasing of Units shall not be subject to approval of the Association and/or any other limitations, other than as expressly provided in this Declaration. Any and all lease or rental agreements between an Owner and a lessee of such Owner shall be in writing and must (i) be for residential purposes and (ii) be for not less than the entire Unit. Lessees shall comply with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits attached to the Declaration) and with any and all Rules and Regulations adopted and/or amended by the Association from time to time. A violation of any of the terms of any of the foregoing documents shall constitute a material breach of the lease and shall constitute grounds for damages, termination and eviction. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Areas and/or Club Facilities (as defined in the Club Plan) resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and a Specific Assessment may be levied against the Unit therefor. All tenancies are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease. During the time a Unit is leased or occupied by others, the Owner(s) shall not have the right to use the Common Areas and/or Club Facilities, except as a guest of another Owner or the lessee.

18. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the Properties is permitted. No firearms, bows or crossbows shall be discharged within the Properties. Nothing shall be done or kept within the Common Areas or any other portion of the Properties, including a Unit that will increase the rate of insurance to be paid by Association.

19. Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Unit, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Unit. No derrick or other structure designed for

use in boring for oil or natural gas shall be erected, maintained or permitted on any Unit.

20. Paint. The exterior of Units shall be repainted within forty-five (45) days of notice by the Association.

21. Personal Property. All personal property of Owners or other occupants of Units shall be stored within the Units. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Unit, or any other portion of the Properties, which is unsightly or which interferes with the comfort and convenience of others.

22. Removal of Soil and Additional Landscaping. Without the prior consent of the ARC, no Owner shall remove soil from any portion of the Properties, change the level of the land within the Properties, or plant landscaping which results in any permanent change in the flow and drainage of surface water within the Properties. Owners may not place additional plants, shrubs, or trees within their respective Units without the prior written approval of the ARC.

23. Swimming Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ARC. Pools with fiberglass shells are prohibited. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Unit shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the ARC; (iii) pool cages must be of a design, color and material approved by the ARC; and (iv) pool cages shall in no event be higher than the roof line of the Unit. Pool cages shall not extend beyond the sides of the Unit without express approval by the ARC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Declarant, no diving boards, slides, or platforms shall be permitted without ARC approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any waterbodies within the Properties or adjoining properties.

24. Roofs, Driveways and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure cleaned within thirty (30) days of notice by the ARC. No painted surface applications to driveways shall be permitted. All roofs shall be of the type and material specified in the Design Guidelines.

25. Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Unit without the prior written approval thereof being first had and obtained from the ARC. The ARC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Units, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ARC in order to address the safety and welfare of the residents of the Properties. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

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

Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high

on any portion of such Owner's Unit if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Unit boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances in the County or municipality in which the flag pole is erected and all setback and location criteria contained in this Declaration.

Declarant is exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within the Properties such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Units. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

27. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of the Properties without prior written consent of the ARC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ARC. Tree platforms of a similar nature shall not be constructed on any part of a Unit. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

28. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ARC, which approval shall conform to the requirements of this Declaration. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from roadways in a manner approved by the ARC.

29. Subdivision and Regulation of Land. No portion of any Unit shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to the Properties, without the prior written approval of Declarant, which may be granted or denied in its sole discretion.

30. Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of the Properties or within any Unit, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ARC.

31. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Unit boundary where such obstruction would create a traffic problem.

32. Wells and Septic Tanks. No individual wells will be permitted on any Unit and no individual septic tanks will be permitted within any Unit.

33. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Unit without prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a Unit without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

34. Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Unit.

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**ARTICLES OF INCORPORATION  
FOR  
RETREAT AT CHAMPIONSGATE  
COMMUNITY ASSOCIATION, INC.**

Exhibit C

((H13000081921 3))

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**ARTICLES OF INCORPORATION  
FOR  
RETREAT AT CHAMPIONSGATE  
COMMUNITY ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)**

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

1. Name of Corporation. The name of the corporation is Retreat at ChampionsGate Community Association, Inc., a Florida corporation not for profit (the "**Association**").
2. Principal Office. The principal office of the Association is 4600 West Cypress Street, Suite 200, Tampa, Florida 33607.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 1200 South Pine Island Road, Plantation, Florida 33324. The name of the Registered Agent of the Association is:

**CT CORPORATION SYSTEM**

4. Definitions. The DECLARATION FOR RETREAT AT CHAMPIONSGATE (the "**Declaration**") will be recorded in the Public Records of Osceola County, Florida, and shall govern all of the operations of a community to be known as RETREAT AT CHAMPIONSGATE. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of Association. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, including without limitation, any improvements thereon; (b) perform the duties delegated to it in the Declaration; and (c) administer the interests of Association and the Owners.

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

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

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

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

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

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

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

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

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

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

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

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

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

7.12. To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas, and RETREAT AT CHAMPIONSGATE, as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services.

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

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

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

<b>NAME</b>	<b>ADDRESS</b>
Joe Fulghum	4600 West Cypress Street, Suite 200 Tampa, Florida 33607
John Valantasis	4600 West Cypress Street, Suite 200 Tampa, Florida 33607
Mike Southward	4600 West Cypress Street, Suite 200 Tampa, Florida 33607

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

11. Duration. Association shall have perpetual existence.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

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

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

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SFWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the termination of the Class "B" Control Period, the Declarant shall have the right to amend these Articles, from time to time, to make

such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD, or any other governmental agency or body as a condition to, or in connection with, such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by Mortgages on Units. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the termination of the Class "B" Control Period, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by Mortgages on Units.

13. Limitations.

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

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

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

Christian F. O'Ryan  
Pennington, P.A.  
2701 N. Rocky Point Drive  
Tampa, Florida 33607

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

<b>NAME</b>	<b>TITLE</b>	<b>ADDRESS</b>
Joe Fulghum	President	4600 West Cypress Street Suite 200 Tampa, Florida 33607
Mike Southward	Vice President	4600 West Cypress Street Suite 200 Tampa, Florida 33607
John Valantasis	Secretary/Treasurer	4600 West Cypress Street Suite 200 Tampa, Florida 33607

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

liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 17<sup>th</sup> day of April, 2013.



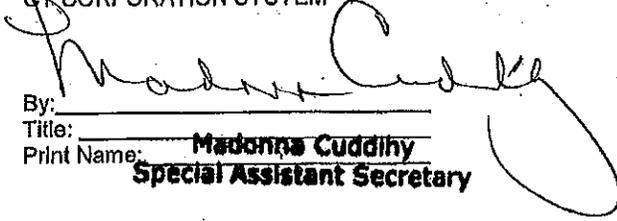
Christian F. O'Ryan  
Incorporator

**ACCEPTANCE BY REGISTERED AGENT**

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

Dated this 11 day of April, 2013.

GT CORPORATION SYSTEM

  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: **Madonna Cuddihy**  
**Special Assistant Secretary**

**Registered Office:**

1200 South Pine Island Road  
Plantation, Florida 33324

**Principal Corporation Office:**

4800 West Cypress Street, Suite 200  
Tampa, Florida 33607

# State of Florida



Department of State

I certify from the records of this office that RETREAT AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on April 11, 2013.

The document number of this corporation is N13000003511.

I further certify that said corporation has paid all fees due this office through December 31, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

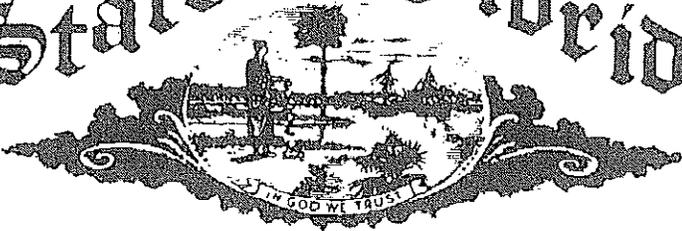
I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 013A00008770-041213-N13000003511-1/1, noted below.

Authentication Code: 013A00008770-041213-N13000003511-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twelfth day of April, 2013



*Ken Detzner*  
Ken Detzner  
Secretary of State



State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of RETREAT AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on April 11, 2013, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H13000081921. 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 N13000003511.

Authentication Code: 013A00008770-041213-N13000003511-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twelfth day of April, 2013



*Ken Detzner*  
Ken Detzner  
Secretary of State



April 12, 2013

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

RETREAT AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC.  
4600 WEST CYPRESS STREET  
SUITE 200  
TAMPA, FL 33607

The Articles of Incorporation for RETREAT AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC. were filed on April 11, 2013, and assigned document number N13000003511. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H13000081921.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to [www.irs.gov](http://www.irs.gov).

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6052.

Claretha Golden  
Regulatory Specialist II  
New Filings Section  
Division of Corporations

Letter Number: 013A00008770

**BYLAWS  
OF  
RETREAT AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC.**

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**BYLAWS  
OF  
RETREAT AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC.**

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

- 1.1. Name. The name of the corporation is RETREAT AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**").
- 1.2. Principal Office. The principal office of the Association shall be located in Hillsborough County, Florida. The Association may have such other offices, either within or outside the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.
- 1.3. Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the DECLARATION FOR RETREAT AT CHAMPIONSGATE recorded among the Official Records of Osceola County, Florida, as the same may be supplemented and/or amended from time to time (the "**Declaration**"), unless otherwise defined herein or unless the context indicates otherwise.

**ARTICLE II  
MEMBERSHIP AND MEETINGS**

- 2.1. Membership. The Association shall have two (2) classes of membership: Class "A" and Class "B", as more fully set forth in the Declaration.
- 2.2. Place of Meetings. Meetings of the Association may be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either within the Properties or as convenient as possible and practical.
- 2.3. Annual Meetings. Annual meetings shall be set by the Board on a date and at a time set by the Board.
- 2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by at least thirty percent (30%) of the Association's total Voting Interests.
- 2.5. Notice of Meetings.
- 2.5.1. Notice stating the place, day, and hour of any meeting of the Members shall be given in the manner herein below provided, to each Member entitled to vote at such meeting, not less than fourteen (14) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Notices may be mailed, delivered in accordance with Section 6.4 or electronically transmitted. Notices may also be given by conspicuously posting and repeatedly broadcasting the same (along with the agenda) on a closed-circuit cable television system serving the Association so long as such procedure is compliant with Section 720.306(5), Florida Statutes, as the same is amended from time to time.
- 2.5.2. In the case of a special meeting or when otherwise required by applicable law or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

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

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

2.7. Adjournment of Meetings.

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

2.7.2. In addition to Section 2.7.1, if a quorum is present but a specific action cannot be taken because such action requires the affirmative vote of more than a quorum and too few Members are present, either in person or by proxy, then a majority of the Voting Interests present at such meeting may adjourn the meeting to a time not less than five (5) business days after the time the original meeting was called for the purpose of attempting to gather additional proxies and promote attendance at the reconvened meeting. At the reconvened meeting, provided a sufficient number of Members are present in person or by proxy, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed in Section 2.5.

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

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

2.9. Proxies. On any matter as to which an Owner is entitled to vote, such vote may be cast in person or by proxy, subject to any limitations of Florida law and subject to any specific provision to the contrary in the Declaration or these Bylaws. No proxy shall be valid unless signed by the Owner of the Unit for which it is given or his/her duly authorized attorney-in-fact (or by a duly authorized officer or agent of the Member if the Member is a corporation or other legal entity other than a natural person), dated, and filed with the Secretary of the Association prior to the commencement of the counting of the votes for which

such proxy is to be effective. A proxy shall be valid only for the specific meeting for which it is given and lawful adjournments of such meeting. In no event shall a proxy be valid more than ninety (90) days after the date of the original meeting for which it was given. Every proxy shall be revocable and shall automatically cease upon conveyance of the Unit for which it was given. Properly executed proxies that are faxed to the Association shall be treated as valid.

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

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

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

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

### **ARTICLE III**

#### **BOARD OF DIRECTORS**

#### 3.1. Composition and Selection.

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

3.1.2. Number of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The initial Board shall consist of three (3) directors, as identified in the Articles of Incorporation.

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

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

(a) Nominations and Declarations of Candidacy.

(1) Except for the elections that occur after the termination of the Class "B" Control Period, all elections must be held in conjunction with the annual meetings in accordance with the procedures set forth in Section 3.1.4.(b). Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by votes of Class "A" Members. The Board may also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner.

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

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

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

(b) Election Procedures.

(1) The Secretary shall cause notice of the elections to be mailed or delivered to each Owner at least fourteen (14) days prior to the election date. Such notice shall be accompanied by a written ballot listing all candidates for each vacancy who have qualified in accordance with the procedures described in subsection (a) above and all candidates for each vacancy nominated by the Nominating Committee, if any. The ballot shall also contain blank lines for write-in candidates. The notice shall specify the name and address to which the ballots should be returned, either by mail or by personal delivery, and the election date by which they must be received in order to be counted. The ballots must be returned on the election date prior to the commencement of the counting of the ballots.

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

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

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

3.1.5. Election and Term of Office. Notwithstanding any other provision of these Bylaws:

(a) Upon the termination of the Class "B" Control Period, the President shall call for an election at which time the Class "A" Members shall be entitled to elect five (5) Directors: three (3) Directors for a term of two (2) years and two (2) Directors for a term of one (1) year. The candidates receiving the highest number of votes shall serve as the directors for two (2) years and the candidates receiving the lowest number of vote shall serve as directors for one (1) year. At each annual meeting thereafter, the Members shall elect the appropriate number of directors for a term of two (2) years. The directors' respective terms shall end upon the election of new directors at the annual meeting.

(b) Until termination of the Class "B" Control Period, the Class "B" Member shall be entitled to appoint all directors who shall not be required to be Class "A" Members. After the termination of the Class "B" Control Period, the Declarant shall be entitled to vote for directors in accordance with applicable law.

(c) There shall be no cumulative voting. All directors shall hold office until their respective successors have been appointed or elected.

### 3.1.6. Removal of Directors and Vacancies.

(a) Any director elected by the Class "A" Members may be removed, with or without cause, either by the affirmative vote or affirmative written ballots of Class "A" Members and replaced in the manner provided in Section 720.303(10), Florida Statutes (2012). Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Class "A" Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

(b) Any director elected by the Class "A" Members who has three (3) consecutive unexcused absences from the Board meetings or who is more than ninety (90) days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority vote of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

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

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

### 3.2. Meetings.

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

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

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

3.2.4. Notices; Waiver of Notice.

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

(b) The transactions of any meeting of the Board, however, called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement upon the lack of adequate notice.

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

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

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

3.2.8. Conduct of Meetings. The President shall preside over all meetings of the Board, and the

Secretary shall keep a corporate record book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

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

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

### 3.3. Powers and Duties.

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

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

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

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

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

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

(e) making and amending rules and regulations;

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

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

(h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules adopted by it and bringing any proceedings that may be instituted on behalf of or against the

Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule;

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

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

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

(l) making available to any prospective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on a Unit, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules and all other books, records, and financial statements of the Association that are required to be open to inspection and copying by Chapter 720, Florida Statutes (2012);

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

(n) cooperating with the Residential Association in carrying out its purposes, rights and responsibilities under the Residential Declaration;

(o) cooperating with the Club Owner in carrying out its purposes, rights and responsibilities under the Declaration and Club Plan; and

(p) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by Florida law, the Articles of Incorporation or the Declaration.

### 3.3.3. Right of Declarant to Disapprove Actions.

(a) So long as Declarant owns any of the Properties, Declarant shall have a right to disapprove any action, policy or program of the Association, the Board and any committee that, in the sole judgment of Declarant, would tend to impair rights of Declarant, Club Owner or Builders under the Declaration or these Bylaws, or interfere with development or construction of any portion of the Properties, or diminish the level of services being provided by the Association.

(b) Declarant shall be given written notice of all actions to be proposed at meetings (and all actions approved by written consent in lieu of a meeting) of the membership and the Board. Any action to be taken by written consent shall require Declarant notice as contemplated herein notwithstanding anything to the contrary in these Bylaws. Any notice required under this Section 3.3.3.(b) in respect of a meeting of the members or of the Board shall, except in the case of the regular meetings held pursuant to these Bylaws, set forth with reasonable particularity the agenda to be followed at said meeting. No failure by Declarant to insist on strict compliance with the foregoing notice provision on one occasion shall constitute a waiver of Declarant's right to demand strict compliance therewith on any other occasion; and

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

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

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

(f) All rights granted to Declarant in this Subsection 3.3.3 shall continue for so long as Declarant owns any of the Properties.

#### 3.3.4. Management.

(a) The Board of Directors may employ for the Association a professional managing agent or agents (sometimes referred to herein as "**manager**") at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board of Directors may delegate to the manager, subject to the Board's supervision, such powers as are necessary to perform the manager's assigned duties. Declarant, or an affiliate of Declarant, may be employed as managing agent or manager.

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

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

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

### **ARTICLE IV** **OFFICERS**

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

Secretary.

4.2. Election and Term of Office. Except for those officers elected by Board members appointed by the Declarant, the Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Members.

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

4.4. Power and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

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

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

## **ARTICLE V** **COMMITTEES**

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

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

5.3. Service Area Committees.

5.3.1. Establishment & Abolishment of Service Area Committees. In addition to any other committees appointed by the Board as provided above, various Service Area Committees may be established by the Board, to determine the nature and extent of services, if any, it recommends be provided to the Service Area(s) by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. Service Area Committees may only advise the Board on issues and shall not have the authority to bind the Board. The Board also reserves the right to abolish any committee established by the Board if, in its sole discretion, it chooses to do so.

5.3.2. Size and Composition of Service Area Committees. Service Area Committees shall

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

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

5.3.4. Removal of Committee Members; Vacancies.

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

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

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

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

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

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

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

## **ARTICLE VI MISCELLANEOUS**

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

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

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

6.4. Amendments.

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

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

6.4.3. Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective upon recordation in the Public Records, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

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

6.4.5. Club Owner and Declarant. No amendment may remove, revoke, or modify any right or privilege of, or increase any obligation of, Club Owner or Declarant, without the written consent of Club Owner or Declarant (whichever would be affected by such amendment), or the assignee of such right or privilege.

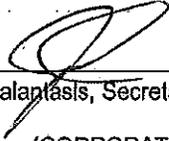
6.5. Termination of Rights Reserved by Declarant. Notwithstanding anything contained in these Bylaws to the contrary, as to any right reserved by Declarant in these Bylaws, such right may be terminated at any time by Declarant, in Declarant's sole discretion and without the consent of the Association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

CERTIFICATION

I, John Valantasis, do hereby certify that:

I am the duly elected and acting Secretary of RETREAT AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit; and

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 15 day of April, 2013.

  
\_\_\_\_\_  
John Valantasis, Secretary

(CORPORATE SEAL)

STONEBROOK SOUTH

OSCEOLA COUNTY - CONTAINS 899.7 ACRES, MORE OR LESS.

DESCRIPTIONS (AS PROVIDED)

CHAPMAN PROPERTY

CHAPMAN PARCEL 1 (PID 30-25-27-0000-0060-0000)

The NE 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4 of Section 30, Township 25 South, Range 27 East, Osceola county, Florida, less the South 15.0 feet of the West 465.0 feet thereof.

CHAPMAN PARCEL 2 (PID 30-25-27-0000-0070-0000)

The North 3/4 of the East 1/2 of the NW1/4 of the NE1/4 & the North 15 feet of the South 1/4 of the East 1/2 of the NW1/4 of the NE1/4 of Section 30, Township 25 South, Range 27 East, Osceola County, Florida, less the West 15 feet of the North 1/2 of the NW1/4 of the NE1/4 of said Section 30.

CHAPMAN PARCEL 3 (PID 19-25-27-0000-0045-0000)

The East 1/2 of the SE1/4 of the SE1/4 of Section 19, Township 25 South, Range 27 East, Osceola County.

MERLA-PARCEL A

West 1/2 of the South 1/2 of Section 31, Township 25 South, Range 27 East, Osceola County, Florida.

MERLA-PARCEL B

East 1/2 of the South 1/2 of Section 31, Township 25 South, Range 27 East, Osceola County, Florida.

TRI-COUNTY GROVES

The North 1/2 of Section 31, Township 25 South, Range 27 East, Osceola County, Florida

DUNSON TRACTS

The Southwest 1/4 of the Southwest 1/4 of Section 29, Township 25 South, Range 27 East, Osceola County, Florida; and the Northwest 1/4 of the Southwest 1/4 of said Section 29, Township 25 South, Range 27 East (also known as Lots 7, 8, 9, and 10, Block C, FLORIDA FRUIT AND TRUCK LAND COMPANY); and the East 1/2 of the Southeast 1/4 of Section 30, Township 25 South, Range 27 East, (LESS road right of way)

AND:

LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED LAND:

From the Southeast corner of Section 30, Township 25 South, Range 27 East, Osceola County, Florida, run South 88°36'48" West, along the South line of said Section 30, 448.28 feet to the Point of Beginning, continue South 88°35'48" West, 880.10 feet to the Southwest corner of the East 1/2 of Southeast 1/4 of said Section 30, run thence North 00°17'07" West, along the West line of said East 1/2 of Southeast 1/4, 1510.84 feet, run thence North 77°28'55" East, 166.87 feet, run thence North 01°54'02", West, 95.62 feet, run thence North 16°31'10" East, 242.36 feet, run thence North 07°32'15" West, 129.06 feet, run thence North 81°07'41" East, 127.15 feet, run thence South 78°24'26" East, 190.74 feet, run thence North 85°04'10" East 296.60 feet, run thence South 02°06'47" East 86.35 feet, run thence South 33°38'14" East 78.25 feet, run thence South 15°00'33" East 144.64 feet, run thence South 00°50'01" West 145.56 feet, run thence South 41°51'04" West 167.55 feet, run thence South 52°04'40" West 124.80 feet, run thence

STONEYBROOK SOUTH

South 22°15'47" West, 132.17 feet, run thence South 25°55'41" East 240.66 feet, run thence South 38°05'30" East, 185.54 feet, run thence South 00°29'27" East, 346.82 feet, run thence South 50°40'12" West, 211.23 feet, run thence South 00°39'05" East 212.70 feet, run thence South 72°14'00" East 72.96 feet, run thence South 37°03'09" East 187.63 feet to the Point of Beginning.

AND EXCEPTING THAT CERTAIN RESERVATION MORE PARTICULARLY DESCRIBED AS: RESERVING UNTO FORMER GRANTORS, THEIR HEIRS, ASSIGNS AND GRANTEEES AN BASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND: Beginning at the Southeast corner of Section 30, Township 25 South, Range 27 East, Osceola County, run South 88°30'48" West along the South line of said Section 30, 448.28 feet, run thence North 37°03'09" West 36.93 feet, run thence North 88°36'48" East 470.43 feet, to the East line of said Section 30, run thence South 00°11'52" East along said East line 30.01 feet to the Point of Beginning.

The Osceola County Site contains 899.7 Acres, more or less.

Within this acreage figure is 1.2 acres defined by the Tri-County Road Maintenance Map Right of Way limits and 1.2 acres within the 15-foot platted Right of Way by the Florida Fruit & Truck Company subdivision along which the current dirt roadway for Tri-County Road is located.



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

District Headquarters: 3301 Gun Club Road, West Palm Beach, Florida 33406 (561) 686-8800 [www.sfwmd.gov](http://www.sfwmd.gov)

Application 120622-22  
Permit 49-01682-P

July 19, 2012

Len - C G South, L L C  
4600 West Cypress Street Suite 200  
Tampa, FL 33607

Dear Permittee:

**Subject: Notice of Permit Transfer  
Stoneybrook South Phase I  
Osceola County, Section 19, 29 - 31, Township 25 South, Range 27 East**

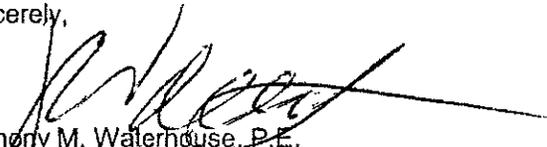
In response to your request which we received on June 22, 2012 for transfer of the above, Permit 49-01682-P has been officially transferred from the current permittee, South Development, L.L.C. and US Home Corporation, as co-permittees, to Len - CG South, L.L.C., subject to the attached Notice of Rights. As a condition of transfer you have agreed that all terms and conditions of the permit and subsequent modifications, if any, are understood and accepted, and any proposed modification shall be applied for and authorized by this District prior to such modification. The Permit Transfer document including conditions and permit history are enclosed.

Outstanding compliance issues associated with the permit were identified during the transfer review. Please contact Ed Maciejko at [emaciejk@sfwmd.gov](mailto:emaciejk@sfwmd.gov) or (407) 858-6100 x3830 and Marc Ady at [mady@sfwmd.gov](mailto:mady@sfwmd.gov) or (407) 858-6100 x3803 for more information.

Copies of the permit documents can be obtained from the District's ePermitting website at [www.sfwmd.gov/ePermitting](http://www.sfwmd.gov/ePermitting). If you have questions, please contact John Pfaff at [jpfaff@sfwmd.gov](mailto:jpfaff@sfwmd.gov) or (561) 682-6741.

Application 120622-22  
Permit 49-01682-P  
July 19, 2012

Sincerely,



Anthony M. Waterhouse, P.E.  
Assistant Director  
Regulation Division

AMW/j

Enclosure

- c: Ed Maciejko, SFWMD - OSC (via email)
- Marc Ady, SFWMD - OSC (via email)
- Osceola County Engineer (via email)
- Robert W. Bowser, Greenberg Traurig, P.A.
- South Development, L.L.C. CERT #7009 3410 0002 3595 9368
- US Home Corporation CERT #7009 3410 0002 3595 9375

## NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

### **RIGHT TO REQUEST ADMINISTRATIVE HEARING**

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a District decision which does or may determine their substantial interests shall file a petition for hearing with the District Clerk within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: 1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or 2) within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, or electronic mail, or posting that the District has or intends to take final agency action, or publication of notice that the District has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

### **Filing Instructions**

The Petition must be filed with the Office of the District Clerk of the SFWMD. Filings with the District Clerk may be made by mail, hand-delivery or facsimile. **Filings by e-mail will not be accepted.** Any person wishing to receive a clerked copy with the date and time stamped must provide an additional copy. A petition for administrative hearing is deemed filed upon receipt during normal business hours by the District Clerk at SFWMD headquarters in West Palm Beach, Florida. Any document received by the office of the SFWMD Clerk after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the SFWMD Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the SFWMD Clerk. **Delivery of a petition to the SFWMD's security desk does not constitute filing. To ensure proper filing, it will be necessary to request the SFWMD's security officer to contact the Clerk's office.** An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by facsimile must be transmitted to the SFWMD Clerk's Office at (561) 682-6010. Pursuant to Subsections 28-106.104(7), (8) and (9), Fla. Admin. Code, a party who files a document by facsimile represents that the original physically signed document will be retained by that party for the duration of that proceeding and of any subsequent appeal or subsequent proceeding in that cause. Any party who elects to file any document by facsimile shall be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed with the clerk as a result. The filing date for a document filed by facsimile shall be the date the SFWMD Clerk receives the complete document.

### **Initiation of an Administrative Hearing**

Pursuant to Rules 28-106.201 and 28-106 301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other SFWMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the District takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law

### **Mediation**

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

### **RIGHT TO SEEK JUDICIAL REVIEW**

Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.



**SPECIAL CONDITIONS**

1. THE CONSTRUCTION PHASE OF THIS PERMIT SHALL EXPIRE ON MAY 15, 2016.
2. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF STONEYBROOK SOUTH HOMEOWNERS ASSOCIATION. WITHIN ONE YEAR OF PERMIT ISSUANCE OR CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION, WHICHEVER COMES FIRST, THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE ASSOCIATION.
3. DISCHARGE FACILITIES: THE PROJECT PROPOSES 10 DRY RETENTION PONDS AND 3 WET RETENTION PONDS FOR FULL ONSITE RETENTION. THEREFORE, THERE IS NO DISCHARGE FROM THE SITE RESULTING FROM THE PROPOSED PROJECT.
4. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
5. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY VIOLATIONS DO NOT OCCUR IN THE RECEIVING WATER.
6. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
7. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE NURTURED OR PLANTED FROM 2 FEET BELOW TO 1 FOOT ABOVE CONTROL ELEVATION TO INSURE VEGETATIVE GROWTH, UNLESS SHOWN ON THE PLANS.
8. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
9. A STABLE, PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION REPORT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITH THE CERTIFICATION REPORT.
10. THE PERMITTEE SHALL PROVIDE ROUTINE MAINTENANCE OF ALL OF THE COMPONENTS OF THE SURFACE WATER MANAGEMENT SYSTEM IN ORDER TO REMOVE ALL TRAPPED SEDIMENTS/DEBRIS. ALL MATERIALS SHALL BE PROPERLY DISPOSED OF AS REQUIRED BY LAW. FAILURE TO PROPERLY MAINTAIN THE SYSTEM MAY RESULT IN ADVERSE FLOODING CONDITIONS.
11. THIS PERMIT IS ISSUED BASED ON THE APPLICANT'S SUBMITTED INFORMATION WHICH REASONABLY DEMONSTRATES THAT ADVERSE WATER RESOURCE RELATED IMPACTS WILL NOT BE CAUSED BY THE COMPLETED PERMIT ACTIVITY. SHOULD ANY ADVERSE IMPACTS CAUSED BY THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM OCCUR, THE DISTRICT WILL REQUIRE THE PERMITTEE TO PROVIDE APPROPRIATE MITIGATION TO THE DISTRICT OR OTHER IMPACTED PARTY. THE DISTRICT WILL REQUIRE THE PERMITTEE TO MODIFY THE SURFACE WATER MANAGEMENT SYSTEM, IF NECESSARY, TO ELIMINATE THE CAUSE OF THE ADVERSE IMPACTS.
12. MINIMUM BUILDING FLOOR ELEVATION: SEE EXHIBITS 7A THROUGH 7D.
13. MINIMUM ROAD CROWN ELEVATION: SEE EXHIBITS 7A THROUGH 7D.
14. ENDANGERED SPECIES, THREATENED SPECIES AND/OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED

ONSITE AND/OR THE PROJECT CONTAINS SUITABLE HABITAT FOR THESE SPECIES, IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO COORDINATE WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AND/OR THE U.S. FISH AND WILDLIFE SERVICE FOR APPROPRIATE GUIDANCE, RECOMMENDATIONS AND/OR NECESSARY PERMITS TO AVOID IMPACTS TO LISTED SPECIES.

15. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION RESULTING IN WETLAND IMPACTS AND IN ACCORDANCE WITH THE WORK SCHEDULE IN EXHIBIT NO. 32, THE PERMITTEE SHALL SUBMIT TWO CERTIFIED COPIES OF THE RECORDED CONSERVATION EASEMENT FOR THE MITIGATION AREA AND ASSOCIATED BUFFERS. THE DATA SHALL BE SUPPLIED IN A DIGITAL ESRI GEODATABASE (MDB), ESRI SHAPEFILE (SHP) OR AUTOCAD DRAWING INTERCHANGE (DXF) FILE FORMAT USING FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (3601), DATUM NAD83, HARN WITH THE MAP UNITS IN FEET. THIS DATA SHALL BE SUBMITTED AS A PAPER MAP DEPICTING THE CONSERVATION EASEMENT OVER THE BEST AVAILABLE SATELLITE OR AERIAL IMAGERY. THIS DATA SHALL ALSO RESIDE ON A CD OR FLOPPY DISK AND BE SUBMITTED TO THE DISTRICT'S ENVIRONMENTAL RESOURCE COMPLIANCE DIVISION IN THE SERVICE AREA OFFICE WHERE THE APPLICATION WAS SUBMITTED.

THE RECORDED EASEMENT SHALL BE IN SUBSTANTIAL CONFORMANCE WITH EXHIBIT 30. ANY PROPOSED MODIFICATIONS TO THE APPROVED FORM MUST RECEIVE PRIOR WRITTEN CONSENT FROM THE DISTRICT. THE EASEMENT MUST BE FREE OF ENCUMBRANCES OR INTERESTS IN THE EASEMENT WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT. IN THE EVENT IT IS LATER DETERMINED THAT THERE ARE ENCUMBRANCES OR INTERESTS IN THE EASEMENT WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT, THE PERMITTEE SHALL BE REQUIRED TO PROVIDE RELEASE OR SUBORDINATION OF SUCH ENCUMBRANCES OR INTERESTS.

16. THE WETLAND CONSERVATION AREAS AND UPLAND BUFFER ZONES AND/OR UPLAND PRESERVATION AREAS SHOWN ON EXHIBIT 29 MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC VEGETATION REMOVAL; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIALS; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.
17. A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED FOR THE PRESERVED WETLAND AND UPLAND AREAS ON A REGULAR BASIS TO ENSURE THE INTEGRITY AND VIABILITY OF THOSE AREAS AS PERMITTED. MAINTENANCE SHALL BE CONDUCTED IN PERPETUITY TO ENSURE THAT THE CONSERVATION AREA IS MAINTAINED FREE FROM CATEGORY 1 EXOTIC VEGETATION (AS DEFINED BY THE FLORIDA EXOTIC PEST PLANT COUNCIL AT THE TIME OF PERMIT ISSUANCE) IMMEDIATELY FOLLOWING A MAINTENANCE ACTIVITY. COVERAGE OF EXOTIC AND NUISANCE PLANT SPECIES SHALL NOT EXCEED 10% OF TOTAL COVER BETWEEN MAINTENANCE ACTIVITIES. IN ADDITION, THE PERMITTEE SHALL MANAGE THE CONSERVATION AREAS SUCH THAT EXOTIC/NUISANCE PLANT SPECIES DO NOT DOMINATE ANY ONE SECTION OF THOSE AREAS.
18. AN AVERAGE 25' WIDE, MINIMUM 15', BUFFER OF UNDISTURBED UPLAND VEGETATION SHALL BE MAINTAINED BETWEEN THE PROPOSED DEVELOPMENT AND EXISTING WETLANDS. AS SHOWN IN EXHIBIT 29, A 50 FOOT BUFFER SHALL BE MAINTAINED ADJACENT TO THOSE WETLANDS THAT ARE HYROLOGICALLY CONNECTED TO DAVENPORT CREEK.
19. THE DISTRICT RESERVES THE RIGHT TO REQUIRE REMEDIAL MEASURES TO BE TAKEN BY THE PERMITTEE IF MONITORING OR OTHER INFORMATION DEMONSTRATES THAT ADVERSE IMPACTS TO ONSITE OR OFFSITE WETLANDS, UPLAND CONSERVATION AREAS OR BUFFERS, OR OTHER SURFACE WATERS HAVE OCCURRED DUE TO PROJECT RELATED ACTIVITIES.
20. PERMANENT PHYSICAL MARKERS DESIGNATING THE PRESERVE STATUS OF THE WETLAND PRESERVATION AREAS AND BUFFER ZONES SHALL BE PLACED AT THE INTERSECTION OF THE BUFFER AND EACH LOT LINE. THESE MARKERS SHALL BE MAINTAINED IN PERPETUITY.

21. A MONITORING PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT NO. 32. THE MONITORING PROGRAM SHALL EXTEND FOR A PERIOD OF 5 YEARS WITH ANNUAL REPORTS SUBMITTED TO DISTRICT STAFF.
22. IN ACCORDANCE WITH THE WORK SCHEDULE THE PERMITEE SHALL SUBMIT VERIFICATION THAT 1.42 FRESHWATER FORESTED UMAM MITIGATION CREDITS HAV BEEN DEBITED FROM THE REEDY CREEK MITIGATION BANK LEDGER AS MITIGATION FOR THIS IMPACT.
23. SILT SCREENS, HAY BALES, TURBIDITY SCREENSBARRIERS OR OTHER SUCH SEDIMENT CONTROL MEASURES SHALL BE UTILIZED DURING CONSTRUCTION. THE SELECTED SEDIMENT CONTROL MEASURE SHALL BE INSTALLED LANDWARD OF THE UPLAND BUFFER ZONES AROUND ALL PROTECTED WETLANDS AND SHALL BE PROPERLY "TRENCHED". ALL AREAS SHALL BE STABILIZED AND VEGETATED IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION INTO THE WETLANDS AND UPLAND BUFFER ZONES.
24. A BERM AND SWALE LOCATED OUTSIDE (LANDWARD) OF THE BUFFER AREAS SHALL BE REQUIRED BETWEEN ALL UPLAND BUFFER EASEMENTS AND THE DEVELOPABLE AREA OF EACH LOT. THE BERM/SWALE SHALL BE CONSTRUCTED IN ORDER TO PROVIDE WATER QUALITY TREATMENT OF RUNOFF FROM DEVELOPABLE AREAS PRIOR TO ENTERING THE WETLANDS. ANNUAL REPORTS DOCUMENTING THE ADEQUACY OF THE BERM AND SWALE SHALL BE SUBMITTED TO DISTRICT ENVIRONMENTAL RESOURCE COMPLIANCE STAFF FOR REVIEW. REPORTS SHALL INCLUDE PHOTO PANORAMAS ALONG THE UPLAND BUFFER EASEMENT AND BERM INTERFACE AND A BRIEF ANALYSIS OF DOMINANT VEGETATION. DETRIMENTAL CHANGES IN THE WETLAND SHALL BE REPORTED AND REMEDIAL MEASURES TAKEN TO PREVENT FURTHER IMPACTS TO THE PROTECTED WETLANDS. THE BERM AND SWALE SHALL BE MAINTAINED IN PERPETUITY AS DESIGNED AND PERMITTED.
25. ACTIVITIES ASSOCIATED WITH THE IMPLEMENTATION OF THE MITIGATION, MONITORING AND MAINTENANCE PLAN(S) SHALL BE COMPLETED IN ACCORDANCE WITH THE WORK SCHEDULE ATTACHED AS EXHIBIT NO. 32. ANY DEVIATION FROM THESE TIME FRAMES WILL REQUIRE PRIOR APPROVAL FROM THE DISTRICT'S ENVIRONMENTAL RESOURCE COMPLIANCE STAFF. SUCH REQUESTS MUST BE MADE IN WRITING AND SHALL INCLUDE (1) REASON FOR THE CHANGE, (2) PROPOSED START/FINISH AND/OR COMPLETION DATES; AND (3) PROGRESS REPORT ON THE STATUS OF THE PROJECT DEVELOPMENT OR MITIGATION EFFORT.
26. THE FOLLOWING EXHIBITS FOR THE PERMIT ARE INCORPORATED BY REFERENCE HEREIN AND ARE LOCATED IN THE PERMIT FILE:
  - EXHIBIT NO. 12A-12F GOLF COURSE CONSTRUCTION PLANS
  - EXHIBIT NO. 13A-13H MASS GRADING PLANS
  - EXHIBIT NO. 14A-14E MASS GRADING AND GOLF COURSE AREAS - POND DETAILS
  - EXHIBIT NO. 15 TRACT B DRAINAGE PLAN
  - EXHIBIT NO. 16 TRACT B LOT GRADING PLAN
  - EXHIBIT NO. 17 TRACT B - POND DETAILS
  - EXHIBIT NO. 18 ROADWAY DRAINAGE MAP
  - EXHIBIT NO. 19A-19B ROADWAY PLAN AND PROFILE
  - EXHIBIT NO. 20 ROADWAY - POND DETAILS
  - EXHIBIT NO. 21 TRACT C DRAINAGE STRUCTURES
  - EXHIBIT NO. 22A-22C TRACT C DRAINAGE PLAN
  - EXHIBIT NO. 23A-23C TRACT C LOT GRADING PLAN
  - EXHIBIT NO. 24 TRACT C OFFSITE POND DETAIL
  - EXHIBIT NO. 25 TRACT H1 MASTER DRAINAGE PLAN
  - EXHIBIT NO. 26A-26C TRACT H1 DRAINAGE PLAN PHASE H1 & H2
  - EXHIBIT NO. 27A-27C TRACT H1 LOT GRADING PLAN PHASE H1 & H2
  - EXHIBIT NO. 28 TRACT H1 POND DETAILS
27. A WATER USE PERMIT MUST BE OBTAINED PRIOR TO IRRIGATION WITHDRAWALS, UNLESS THE WORK IS EXEMPT PURSUANT TO CHAPTER 40E-2.051 F.A.C.

28. PRIOR TO ANY FUTURE CONSTRUCTION, THE PERMITEE SHALL APPLY FOR AND RECEIVE A PERMIT MODIFICATION FOR TRACTS MARKED AS FUTURE PHASES IN THIS APPLICATION. AS PART OF THE PERMIT APPLICATION, THE APPLICANT FOR THAT PHASE SHALL PROVIDE DOCUMENTATION VERIFYING THAT THE PROPOSED CONSTRUCTION COMPLIES WITH DISTRICT CRITERIA IN EFFECT AT THAT TIME.

GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.
2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.
3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NUMBER 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED CONSTRUCTION COMPLETION DATE.
5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.
6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A PROFESSIONAL ENGINEER OR OTHER INDIVIDUAL AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE/SURFACE WATER MANAGEMENT PERMIT CONSTRUCTION COMPLETION/CERTIFICATION FORM NUMBER 0881A, OR ENVIRONMENTAL RESOURCE/SURFACE WATER MANAGEMENT PERMIT CONSTRUCTION COMPLETION CERTIFICATION - FOR PROJECTS PERMITTED PRIOR TO OCTOBER 3, 1995 FORM NO. 0881B, INCORPORATED BY REFERENCE IN RULE 40E-1.659, F.A.C. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF AS-BUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "AS-BUILT" OR "RECORD" DRAWINGS. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.
7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE: UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, AND SUBMITTED A REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO. 0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.
8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE

LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.

9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, PRIOR TO LOT OR UNITS SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER COMES FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE, COUNTY OR MUNICIPAL ENTITIES. FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.
10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.
11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITEE OR CREATE IN THE PERMITEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C..
12. THE PERMITEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR OTHER STATE-OWNED LANDS.
13. THE PERMITEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(3), F.A.C., ALSO KNOWN AS THE "NO NOTICE" RULE.
14. THE PERMITEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.
15. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION, INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING, UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.
16. THE PERMITEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C.. THE PERMITEE TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.
17. UPON REASONABLE NOTICE TO THE PERMITEE, DISTRICT AUTHORIZED STAFF WITH PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.
18. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.
19. THE PERMITEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

13-JUL-2012  
transfer\_history

PERMIT HISTORY

Permit No: 49-01682-P

Project Description: STONEYBROOK SOUTH PHASE I

Issue Date	App #	Permit Type	Purpose	M/O Owner	Project
12-JUL-06	051222-25	ERP NEW INDIVIDUAL	CONSTRUCT/OPERATE	M US HOMES CORPORATION	STONEYBROOK SOUTH PHASE I
26-JUN-07	070202-16	ERP MOD GENERAL	STANDARD PERMIT	M SOUTH DEVELOPMENT LLC	STONEYBROOK SOUTH AMENITIES CONSTRUCTION
18-JUL-08	080612-20	ERP MOD GENERAL	STANDARD PERMIT	M U S HOMES CORPORATION	STONEYBROOK SOUTH PHASE 1
28-JAN-10	091223-24	ERP MOD GENERAL	EXTENSION SB360	M SOUTH DEVELOPMENT LLC	STONEYBROOK SOUTH PHASE 1 (STONEYBROOK BLVD)
03-FEB-12	111230-4	ERP MOD GENERAL	COMBINED EXT EMER EXT	M U S HOME CORPORATION	STONEYBROOK SOUTH
03-FEB-12	111230-45	ERP MOD GENERAL	EXTENSION HB7207	M U S HOME CORPORATION	STONEYBROOK SOUTH PHASE 2 (STONEYBROOK BOULEVARD)
03-FEB-12	111230-46	ERP MOD GENERAL	EXTENSION HB7207	M U S HOME CORPORATION	STONEYBROOK SOUTH AMENITIES CONSTRUCTION
19-JUL-12	120622-22	ERP TRANS GENERAL	PERMIT TRANSFER	M SOUTH DEVELOPMENT LLC	STONEYBROOK SOUTH PHASE I
				LEN - C.G SOUTH L L C	



**The Retreat at ChampionsGate Community Association, Inc.**

Annual Budget Meeting of the Board of Directors

Tuesday October 23, 2018

6:00 P.M.

Oasis Club

1520 Oasis Club Blvd.

ChampionsGate, FL 33896

- I. Call to Order
- II. Introduction of Board Members and Management  
Establish Quorum
- III. Proof of Notice
- IV. Approval of Prior Meeting Minutes
- V. Manager Report
- VI. Old Business
- VII. New Business  
Review and adopt proposed 2019 budget
- VIII. Open Forum
- IX. Adjournment

**RETREAT AT CHAMPIONSGATE HOMEOWNERS ASSOCIATION  
2019 DRAFT BUDGET  
YEAR ENDING DECEMBER 31, 2019**

Assessment Income - SFH 40  
Assessment Income - SFH 50  
Assessment Income - SFH 80  
Assessment Income - SFH Unknown  
Assessment Income - Townhome's

	Total # of units 1870	2018 Budget	1 Month Actual	Months 4-12 Projections	12 Month Projected	2018 Draft	2018-2017 Variance	BOO Use	Assumptions CAM and AM	2019 Monthly Fees	2018 Monthly Fees w/ community transport
Assessment Income - SFH 80	226	\$ 931,806.65	\$ -	\$ -	\$ -	\$ 485,786.25	\$ (445,020.40)	486,786.25		\$178.49	\$185.90
Assessment Income - SFH 50	782	\$ -	\$ -	\$ -	\$ -	\$ 1,778,206.60	\$ 1,778,206.60	1,778,206.60		1189.45	\$203.99
Assessment Income - SFH 80	15	\$ -	\$ -	\$ -	\$ -	\$ 40,225.22	\$ 40,225.22	40,225.22		\$223.47	\$237.87
Assessment Income - SFH Unknown	466	\$ -	\$ -	\$ -	\$ -	\$ 1,115,567.41	\$ 1,115,567.41	1,115,567.41		\$198.49	\$213.99
Assessment Income - Townhome's	389	\$ 124,662.35	\$ -	\$ -	\$ -	\$ 931,859.37	\$ 807,197.02	931,859.37		\$198.83	\$214.15
<b>Total</b>	<b>1,870</b>	<b>\$ 1,056,469.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,352,844.85</b>	<b>\$ 3,296,175.86</b>	<b>\$ 4,352,644.85</b>			
Projected Increase (Decrease)											

**EXPENSES**

Accounting & Legal	\$2,205.00	\$5,080.00	\$0.00	\$5,080.00	\$4,200.00	\$1,925.00	4,200.00	As per agreement with Tony Gregory
Alarm Monitoring Contract	\$165,674.16	\$36,567.44	\$53,569.38	\$90,133.82	\$225,134.64	\$59,460.48	225,134.64	Contact with Southward Wiring - \$ 9.99 per door
Bulk Cable	\$1,351,927.68	\$255,381.16	\$438,182.64	\$693,563.80	\$1,390,921.92	\$38,994.24	1,390,921.92	Bulk contract with BrightHouse - \$61.70 per door
Bank Charges	\$0.00	\$694.15	\$0.00	\$694.15	\$0.00	\$0.00	\$0.00	BBAT charges
Corporate Annual Report	\$61.25	\$61.25	\$0.00	\$61.25	\$61.25	\$0.00	61.25	Report to be filed with state annually for corporations
Insurance Package	\$7,000.00	\$3,498.40	\$0.00	\$3,498.40	\$11,232.60	\$4,732.99	11,232.00	Based on 2018 actual with 4% increase
Management Fee	\$91,273.00	\$19,110.64	\$29,491.00	\$48,601.64	\$123,948.00	\$32,736.00	123,948.00	5.50 per door agreement with ICON
Payroll	\$13,000.00	\$15,958.10	\$22,355.34	\$38,323.44	\$54,485.33	\$21,485.33	54,485.33	50% CAM, 40% and 15% for cam assistant split between 3 associations
Payroll Administration Fees	\$8,564.89	\$0.00	\$0.00	\$0.00	\$14,416.46	\$5,914.57	14,416.46	Payroll taxes and fees
Employee 77 Benefits	\$1,208.80	\$0.00	\$0.00	\$0.00	\$1,228.50	\$0.00	1,228.50	
Office Supplies (Admin)	\$480.00	\$36.84	\$51.58	\$88.42	\$480.00	\$0.00	480.00	Estimated office supplies
Website	\$299.00	\$112.50	\$112.50	\$225.00	\$299.00	\$0.00	299.00	74.75 quarterly
Postage	\$2,073.00	\$167.69	\$234.77	\$402.46	\$2,817.00	\$744.60	2,817.00	Postage for 2 mailings a year
Coupon Books	\$5,182.50	\$0.00	\$2,873.00	\$2,873.00	\$7,642.50	\$1,862.00	7,642.50	\$3.75 mailed out in December
Coupon Books	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>General &amp; Administration</b>	<b>\$1,669,268.28</b>	<b>\$336,678.17</b>	<b>\$546,867.21</b>	<b>\$883,545.38</b>	<b>\$1,836,269.90</b>	<b>\$167,001.62</b>	<b>1,836,269.90</b>	
Landscape Irrigation Repair	\$59,400.00	\$11,587.21	\$16,108.00	\$27,695.21	\$32,676.00	\$17,724.00	32,676.00	Bidout budget estimated \$71 monthly per door
Landscape Mulch	\$240,000.00	\$0.00	\$153,000.00	\$153,000.00	\$348,320.00	\$108,320.00	348,320.00	Bidout budget - \$40 yard/5 per house
Landscape Contract	\$781,400.00	\$400.00	\$2,000.00	\$2,400.00	\$12,000.00	\$349,956.64	1,084,358.64	Bidout budget of \$61.90 for 60 foot lot \$51.50 for 40 foot lot \$169.62 common area Unknown size left will be charged at 50 foot bill
Landscape Replace/Maint	\$3,660.00	\$198,788.38	\$448,932.00	\$648,726.39	\$1,477,354.64	\$469,554.64	1,477,354.64	
<b>Grounds Maintenance</b>	<b>\$1,027,060.00</b>	<b>\$199,788.38</b>	<b>\$448,932.00</b>	<b>\$648,726.39</b>	<b>\$1,477,354.64</b>	<b>\$469,554.64</b>	<b>1,477,354.64</b>	
Electric Meter (Trash Compactor)	\$1,200.00	\$407.82	\$670.95	\$678.77	\$1,200.00	\$0.00	1,200.00	Two contractors estimated \$50 each monthly
Trash Removal - Wet Trash	\$331,514.16	\$133,132.00	\$107,186.00	\$240,318.00	\$450,494.64	\$118,980.48	450,494.64	Bidout Per Contract with Inhouse Waste - \$19.99 per door
Trash Removal - Compostal	\$82,800.00	\$0.00	\$63,000.00	\$63,000.00	\$181,000.00	\$58,200.00	141,000.00	Separated from Trash Removal - 2 compactors at \$400 lease plus estimated storage
Irrigation Water	\$30,000.00	\$23,375.13	\$32,725.00	\$56,100.13	\$62,500.00	\$32,500.00	62,500.00	Increased TOWN bulk out to additional common area
Utilities	\$445,514.16	\$156,914.95	\$203,481.95	\$360,396.90	\$855,194.64	\$209,680.48	655,194.64	
<b>TOTAL COMMON EXPENSES</b>	<b>\$5,142,582.44</b>	<b>\$692,381.51</b>	<b>\$1,280,281.16</b>	<b>\$1,892,662.67</b>	<b>\$3,968,819.18</b>	<b>\$826,236.74</b>	<b>3,968,819.18</b>	
Total Common Expenses Assessment	\$197.39	\$1,492.86	\$ -	\$ -	\$176.11	\$21.18	176.11	
Total Common Assessment without Single Family Maint	\$ -	\$ -	\$ -	\$ -	\$127.99	\$ -	127.99	

**TOWNHOME EXPENSES**

Repairs and Maint (TH)	8,736.00	\$ -	\$ -	\$ -	\$ 16,872.00	\$ 9,936.00	16,872.00	\$4 per door
Terrace Booth (TH)	6,020.00	\$ 4,480.00	\$ 1,540.00	\$ 6,020.00	\$ 11,961.00	\$ 5,941.00	11,961.00	Home Team Pest Control - 6 at \$420, 8 at \$560, 12 at \$480 and 5 at \$360
Grounds Contract (TH)	49,292.68	\$ 13,090.08	\$ 18,326.00	\$ 31,416.08	\$ 108,531.00	\$ 69,238.12	108,531.00	Bidout 23.25 per door contracted with Down to Earth
Landscape Mulch (TH)	5,490.00	\$ -	\$ 5,460.00	\$ 5,460.00	\$ 38,900.00	\$ 33,440.00	38,900.00	Per Down to Earth agreement - 2.5 yards per door at \$40.00 per yard
Landscape Repair/Maint (TH)	1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ 12,000.00	\$ 10,800.00	12,000.00	Estimated \$1000 monthly
Landscape Watering (TH)	10,920.00	\$ -	\$ -	\$ -	\$ 42,000.00	\$ -	42,000.00	\$3500 monthly for irrigation to townhomes
Minor Irrigation (TH)	6,952.00	\$ 358.25	\$ 501.00	\$ 859.25	\$ 32,676.00	\$ 26,124.00	32,676.00	Estimated \$7 per door
<b>TOTAL TOWNHOME EXPENSES</b>	<b>89,180.88</b>	<b>17,928.33</b>	<b>27,027.00</b>	<b>44,955.33</b>	<b>264,740.00</b>	<b>116,959.12</b>	<b>264,740.00</b>	
Reserves	\$3,300.00	\$ 31,376.66	\$ -	\$ 83,800.66	\$ 69,645.92	\$ 6,345.92	69,645.92	
Townhome Assessment	\$ 82.83	\$ -	\$ -	\$ -	\$ 71.63	\$ (11.19)	71.63	

**RESERVE CALCULATIONS - COMPONENT METHOD**

Reserve Components	Estimated Life	Estimated Remaining Life	Estimated Cost	Estimated Reserve Balance as of 12-31-18	Monthly Reserve Amount	Annual Reserve Amount
Exterior Paint	6	4	\$ 156,000.00	\$ 29,933.00	\$ 6.75	\$1,516.75
Roads Resurfacing	20	4	\$ 200,000.00	\$ 41,510.00	\$ 4.03	\$,805.00
Roof Replacement	20	18	\$ 546,000.00	\$ 18,165.00	\$ 13.43	\$29,324.17
<b>General Reserves</b>			<b>\$ 902,000.00</b>	<b>\$ 89,608.00</b>	<b>\$ 24.21</b>	<b>\$9,645.92</b>

DISCLAIMER: THE BUDGET AND FIGURES ARE A GOOD FAITH ESTIMATE ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACT AND CIRCUMSTANCES EXISTING AT THE TIME OF PREPARATION. ACTUAL COST OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS.

YEAR 2017	YEAR 2018	Variance
\$ 189.71	176.11	\$ (13.60)
\$ 179.71	166.11	\$ (13.60)
\$ 165.21	199.63	\$ 34.42

# Retreat at ChampionsGate

Balance Sheet  
As of 09/30/18

		ASSETS	
Checking/Savings			
1010	Operating Cash-BB&T	\$ 193,958.93	
1012	Due to Reserve	12,417.20	
1020	Reserve - BB&T	84,376.82	
1050	Due From Operating	(12,417.20)	
	Total Checking/Savings		\$ 278,335.75
Other Assets			
1200	Prepaid Insurance	\$ 5,282.11	
1400	Utility Deposits	8,669.90	
1800	Accounts Receivable	43,659.56	
1805	Allowance for Doubtful Accts	(10,281.00)	
	Other Assets		\$ 47,330.57
	TOTAL ASSETS		\$ 325,666.32
			=====
		LIABILITIES & EQUITY	
LIABILITIES			
Accounts Payable			
2000	Accounts Payable	\$ 129,153.36	
	Accounts Payable		\$ 129,153.36
Reserve Funds			
2700	Exterior Painting Reserve	\$ 28,982.45	
2710	Roof Replacement Reserve	31,274.73	
2720	Resurfacing/Paving Reserve	11,485.19	
2770	Unallocated Interest	217.25	
	Total Reserve Funds		\$ 71,959.62
Other Liabilities			
2050	Accrued Accounts Payable	\$ 84,501.80	
2200	Prepaid Assessments	70,024.78	
2300	Due to Developer	72,991.51	
2350	Due To ACR	60.00	
2400	Due to other	500.00	
2450	Due To Management Co.	(20.00)	
	Total Other Liabilities		\$ 228,058.09
	TOTAL LIABILITIES		\$ 429,171.07
EQUITY			
3000	Retained Earnings		\$ 1.74
	Current Year Net Income/(Loss)		(103,506.49)

Retreat at ChampionsGate

Balance Sheet  
As of 09/30/18

TOTAL EQUITY

\_\_\_\_\_ \$ (103,504.75)

TOTAL LIAB & EQUITY

\_\_\_\_\_ \$ 325,666.32  
=====

# Retreat at ChampionsGate

Income/Expense Statement  
Period: 09/01/18 to 09/30/18

Account	Description	Current Period			Year-To-Date			Yearly Budget
		Actual	Budget	Variance	Actual	Budget	Variance	
<b>INCOME:</b>								
04000	Assessment Income-SFH	117,864.72	227,393.81	(109,529.09)	995,083.85	2,046,544.29	(1,051,460.44)	2,728,725.71
04005	Assessment Income-Townhomes	38,002.96	12,455.75	25,547.21	277,548.43	112,101.75	165,446.68	149,469.00
04010	Late Fee/Interest Income	1,109.34	.00	1,109.34	10,335.97	.00	10,335.97	.00
04025	Capital Contribution/Resale	12,500.00	.00	12,500.00	102,000.00	.00	102,000.00	.00
04030	Misc Revenue	50.00	.00	50.00	850.00	.00	850.00	.00
04035	Bank Charges	.00	.00	.00	56.00	.00	56.00	.00
04700	Interest Income	82.52	.00	82.52	253.03	.00	253.03	.00
04800	Developer Subsidy	.00	.00	.00	43,071.65	.00	43,071.65	.00
	<b>Subtotal Income</b>	<b>169,609.54</b>	<b>239,849.56</b>	<b>(70,240.02)</b>	<b>1,429,198.93</b>	<b>2,158,646.04</b>	<b>(729,447.11)</b>	<b>2,878,194.71</b>
<b>EXPENSES</b>								
<b>General &amp; Administrative</b>								
07000	Accounting & Legal Fees	770.00	.00	(770.00)	6,202.50	2,225.00	(3,977.50)	2,225.00
07015	Alarm monitoring-contract	8,458.28	13,806.18	5,347.90	70,017.55	124,255.62	54,238.07	165,674.16
07020	Bright House	65,284.73	112,660.64	47,375.91	511,635.64	1,013,945.76	502,310.12	1,351,927.68
07050	Bank Charges	84.00	.00	(84.00)	1,214.15	.00	(1,214.15)	.00
07060	Corporate Annual Report	.00	.00	.00	61.25	61.25	.00	61.25
07100	Insurance (Commercial Pkg)	1,148.28	.00	(1,148.28)	8,168.09	7,000.00	(1,168.09)	7,000.00
07150	Management Fee	4,416.50	7,601.00	3,184.50	36,193.64	68,409.00	32,215.36	91,212.00
07175	Payroll	3,895.07	2,750.00	(1,145.07)	86,120.39	24,750.00	(61,370.39)	33,000.00
07180	Payroll Administration Fees	.00	770.00	770.00	.00	6,930.00	6,930.00	8,904.89
07182	Employee F/T Benefits	.00	102.40	102.40	.00	921.60	921.60	1,228.80
07185	Miscellaneous Expense	.00	.00	.00	2,860.00	.00	(2,860.00)	.00
07200	Office Supplies (Admin, Web)	.00	40.00	40.00	73.33	360.00	286.67	480.00
07205	Website	.00	.00	.00	168.75	224.25	55.50	299.00
07250	Postage	.00	.00	.00	227.20	1,036.50	809.30	2,073.00
07260	Repairs & Maintenance	635.50	.00	(635.50)	2,045.50	.00	(2,045.50)	.00
	<b>General and Administrativ</b>	<b>84,692.36</b>	<b>137,730.22</b>	<b>53,037.86</b>	<b>724,987.99</b>	<b>1,250,118.98</b>	<b>525,130.99</b>	<b>1,664,085.78</b>
<b>Grounds Maintenance</b>								
07530	Landscape Irrigation Repair	.00	4,200.00	4,200.00	17,701.06	37,800.00	20,098.94	50,400.00
07540	Landscape Mulch	.00	20,000.00	20,000.00	.00	160,000.00	160,000.00	220,000.00
07550	Landscape Contract	40,153.42	61,200.00	21,046.58	347,889.75	550,800.00	202,910.25	734,400.00
07551	Landscape Replace/Maint	.00	250.00	250.00	530.00	2,250.00	1,720.00	3,000.00
	<b>Grounds Maintenance</b>	<b>40,153.42</b>	<b>85,650.00</b>	<b>45,496.58</b>	<b>366,120.81</b>	<b>750,850.00</b>	<b>384,729.19</b>	<b>1,007,800.00</b>

Retreat at ChampionsGate

Income/Expense Statement

Period: 09/01/18 to 09/30/18

Account	Description	Actual	Current Period		Actual	Year-To-Date		Yearly Budget
			Budget	Variance		Budget	Variance	
Utilities								
07265	Electric-Trash Compactor/Irri	99.12	100.00	.88	716.02	900.00	183.98	1,200.00
07270	Trash Removal	63,121.83	27,626.18	(35,495.65)	291,891.62	248,635.62	(43,256.00)	331,514.16
07280	Irrigation Water	8,340.44	2,500.00	(5,840.44)	41,643.62	22,500.00	(19,143.62)	30,000.00
07267	Water Meter-Trash Compactor	.00	5,400.00	5,400.00	.00	48,600.00	48,600.00	64,800.00
	Utilities	71,561.39	35,626.18	(35,935.21)	334,251.26	320,635.62	(13,615.64)	427,514.16
Townhomes Expenses								
08120	Repairs and Maint (TH)	.00	728.00	728.00	.00	6,552.00	6,552.00	8,736.00
08130	Termite Bond (TH)	.00	501.67	501.67	5,460.00	4,515.03	(944.97)	6,020.00
08150	Grounds Contract (TH)	3,906.00	4,107.74	201.74	28,049.20	36,969.66	8,920.46	49,292.88
08160	Landscape Mulch (TH)	.00	455.00	455.00	.00	3,640.00	3,640.00	5,005.00
08170	Landscape Replace/Maint (TH)	.00	100.00	100.00	.00	900.00	900.00	1,200.00
08180	Landscape Water Irrig (TH)	.00	910.00	910.00	22,930.13	8,190.00	(14,740.13)	10,920.00
08190	Minor Irrigation (TH)	.00	546.00	546.00	358.25	4,914.00	4,555.75	6,552.00
	Townhomes Expenses	3,906.00	7,348.41	3,442.41	56,797.58	65,680.69	8,883.11	87,725.88
Reserves (Townhomes)								
08300	Reserves (TH)	6,029.92	5,107.34	(922.58)	50,547.78	45,966.06	(4,581.72)	61,288.12
	Reserves Expense	6,029.92	5,107.34	(922.58)	50,547.78	45,966.06	(4,581.72)	61,288.12
	TOTAL EXPENSES	206,343.09	271,462.15	65,119.06	1,532,705.42	2,433,251.35	900,545.93	3,248,413.94
	Current Year Net Income/(loss)	(36,733.55)	(31,612.59)	(5,120.96)	(103,506.49)	(274,605.31)	171,098.82	(370,219.23)
=====								