

This instrument prepared by and  
after recording return to:

George P. Graham, Esq  
Akerman Senterfitt  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801

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**MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND  
RESTRICTIONS  
- FOR -  
WINDERMERE TRAILS**

**THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND  
RESTRICTIONS FOR WINDERMERE TRAILS (this "Master Declaration")** is made as of this 11<sup>th</sup>  
day of January, 2012, by **AG-RW WINDERMERE PHASE I, LLC**, a Delaware limited liability  
company ("**Master Declarant**"), whose post office address is c/o Angelo Gordon & Co., L.P., 245 Park  
Ave., 26th Floor, New York, NY 10167.

**RECITALS:**

A. Master Declarant is the fee simple owner of that certain property and all Improvements, if any, located thereon, which property is located in the County, and which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Initial Property").

B. The Initial Property is encumbered by that certain Declaration of Covenants, Conditions, Easements and Restrictions for Windermere Trails, Recorded in Official Records Book 10284, Page 1632, of the Public Records of Orange County Florida (the "Prior Declaration").

C. Master Declarant, by virtue of that certain pursuant to that certain Assignment and Assumption of Declarant's Rights, Recorded in Official Records Book 10297, Page 4988, of the Public Records of Orange County Florida, is the "Declarant" under the Prior Declaration.

D. This Master Declaration supersedes and replaces the Prior Declaration in its entirety.

E. The Initial Property is encumbered by that certain Declaration of Easements for Drainage, Recorded in Official Records Book 10297, Page 4913, of the Public Records of Orange County Florida, as the same may be amended from time to time (the "Drainage Declaration").

F. The Initial Property is encumbered by that certain Declaration of Covenants, Conditions, and Easements for Windermere Trails Stormwater Management Association, Inc., Recorded in Official Records Book 10297, Page 4996, of the Public Records of Orange County Florida, as the same may be amended from time to time (the "Stormwater Declaration").

G. The Initial Property is a proposed residential community to be known as "Windermere Trails" (the "Community"), which Community may contain platted Single-Family Lots and Townhome Lots.

H. Master Declarant intends that the Property, including all Lots developed thereon, be developed with a common, integrated, and uniform plan of development, and that the Property, *inter alia*, be developed with a common, integrated Surface Water Management System, to be permitted, operated, monitored, and maintained in accordance with the terms of the Drainage Declaration, the Stormwater Declaration, and all applicable rules and regulations of the District.

I. Master Declarant intends that the Master Association be granted the power and obligation, subject to the terms of the Drainage Declaration and the Stormwater Declaration, to operate and maintain such Surface Water Management System upon the terms and conditions more particularly set forth in this Master Declaration.

J. Master Declarant intends that the Master Association be responsible for the Common Areas and all Areas of Common Responsibility.

**NOW, THEREFORE,** Master Declarant hereby declares that the Property is and shall be encumbered by this Master Declaration and shall be owned, improved, developed, held, controlled, sold, transferred, conveyed, leased, mortgaged, occupied, insured, and otherwise dealt with pursuant to this Master Declaration, the other Governing Documents, and subject to the Assessments, covenants, and easements established and set forth herein, all of which shall, subject to the terms hereof: (a) perpetually, forever, and, except as otherwise expressly set forth herein, irrevocably run with title and ownership to the Property; (b) be binding upon all Persons and their heirs, successors, successors-in-title, and assigns having or acquiring any right, title, or interest in the Property or in any part thereof; and (c) inure to the benefit of each and every Person and their heirs, successors, successors-in-title, and assigns, from time to time, owning or holding any interest in the Property or any part thereof.

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated into the Governing Documents, as if fully set forth in and made a part of the Governing Documents.

2. **DEFINITIONS.** Capitalized terms used above or herein that are not defined in this Section 2 shall have the meanings given to such terms elsewhere in the Constituent Documents. Some of the definitions set forth in this Section 2 and elsewhere in the Constituent Documents may contain terms, conditions, and provisions that are necessary for: (a) the proper interpretation of the Governing Documents; and (b) to fully understand the Members' and Owners' rights, privileges, responsibilities, duties, liabilities, and obligations under the Governing Documents. When used in the Governing Documents, the following terms shall have the following meanings:

(a) "**Act**" shall mean and refer to Chapter 720 of the Florida Statutes, as the same may be amended, restated, or re-codified from time to time.

(b) "**Additional Property**" shall mean and refer to any real property, together with any Improvements thereon, which, after the Recording Date, is: (i) encumbered by this Master Declaration; and (ii) is made subject to jurisdiction of the Master Association by annexation pursuant to Section III hereof.

(c) "**Affiliate**" shall mean and refer to any Person which, either directly or indirectly, through one or more intermediaries, controls, is in common control with, or is controlled by, another Person, and any Person that is a director, trustee, officer, employee, manager, shareholder, agent, co-venturer, subsidiary, or personal representative of any of the foregoing. For the purposes of the definition of Affiliate, the term "**control**" shall mean the direct or indirect power to direct or cause the direction or course of a Persons' management, control, procedures, policies, or decisions, whether through the ownership of voting interests, stock or securities, by agreement or contract, or otherwise.

(d) "**AG-RW Phase I**" shall collectively mean and refer to AG-RW Windermere Phase I, LLC, a Delaware limited liability company, and its Affiliates. Unless otherwise expressly stated herein or therein, any rights reserved by AG-RW Phase I in this Master Declaration, under the other

Constituent Documents, under the Drainage Declaration, under the Stormwater Declaration, or under any Sub-Declaration, which rights favor or benefit AG-RW Phase I, as a Person, whether or not AG-RW Phase I is or remains Master Declarant, shall be deemed rights, reservations, limitations, and covenants in favor of AG-RW Phase I, running with title to the Property.

(e) "Approval" or "Approved" shall mean and refer to the prior written approval of all proposed or contemplated Common Property Improvements by, as applicable, the Master Declarant and AG-RW Phase I pursuant to the terms hereof, and thereafter by the Master Association. No Common Property Improvements may be made without having first been Approved.

(f) "Area(s) of Common Responsibility" shall mean and refer to any real property or Improvements located in the Community or within the vicinity of the Property which are not owned or intended to be owned by the Master Association, but which are intended to be improved, maintained, repaired, replaced, controlled, held, insured, or operated by the Master Association in the manner and to the extent as provided for in the Governing Documents, all at Common Expense. Additional Property may contain Areas of Common Responsibility, but no commitment or guaranty is made that any Additional Property will in fact contain Areas of Common Responsibility. Areas of Common Responsibility may only be designated by: this Master Declaration; a Supplemental Declaration; a bilateral contract entered into by the Master Association; by decision of Master Declarant; or by the decision of the Board.

(g) "Articles" shall mean and refer to the Articles of Incorporation of the Master Association. A copy of the initial Articles are attached hereto as Exhibit "B" and are made a part hereof. The Articles may be amended from time to time as provided in the Governing Documents, and it shall not be necessary to amend this Master Declaration, or the other Governing Documents, in order to amend the Articles.

(h) "Assessments" shall mean and refer to all assessments levied by the Master Association pursuant to this Master Declaration, pursuant to any Sub-Declaration, or pursuant to applicable Law. In addition to Potential Additional Property, the following property shall be exempt from Assessments: (1) Common Property; (2) any property dedicated to any Governmental Authority, any Utility company, to the County, or to the public; and (3) Lots owned by Master Declarant or any Builder during the period of time that Master Declarant and such Builder has the right to Deficit Fund or share in Deficit Funding pursuant to the terms hereof. No other parcels, Lots, or Improvements shall be exempt from Assessments. No Member or Owner may avoid Assessment obligations by virtue of non-use or abandonment of the Common Property.

(i) "Board", "Board of Directors" or "Directors" shall mean and refer to the Board of Directors of the Master Association, which shall be the body responsible for the general governance and administration of the Master Association, and which body shall be selected, appointed, or elected as provided in the Governing Documents.

(j) "Builder" shall mean and refer to a Person in the business of, or a person or entity which has an affiliate in the business of, constructing and selling homes or in the business of acting as a land banker that sells lots to persons or entities who construct and sell homes, which purchases a Lot or Lots without Dwellings constructed thereon for the purpose of constructing Dwellings thereon and selling such Lots and Dwellings. Meritage is hereby designated and deemed to be a Builder as to any Meritage Lots. Master Declarant and its Affiliates are shall deemed to be Builders.

(k) "Builder Lot(s)" shall mean and refer to any Lot(s) now or hereafter owned by a Builder.

(l) "Bylaws" shall mean and refer to the Bylaws of the Master Association. A copy of the initial Bylaws are attached hereto as Exhibit "C" and are made a part hereof. The Bylaws may be amended as provided in the Governing Documents, and it shall not be necessary to amend this Master Declaration, or the other Governing Documents, in order to amend the Bylaws.

(m) "Common Area(s)" shall mean and refer to all real and personal property, including Improvements, from time to time owned or intended to be owned by the Master Association and devoted to the use and enjoyment of the Owners, all at Common Expense, subject, at all times, to any easements as the same may be designed or established pursuant to the subject Plat. Without limiting the generality of the foregoing, Tracts C, J, ZZ, G,H,YY, and N, as depicted on the Initial Plat shall be Common Areas. Common Area shall also include, but not be limited to, easement areas which are held by the Master Association as grantee. No commitment is made that any Additional Property will contain Common Area. Any Plat that contains tracts which are designated thereon as Common Areas shall be conveyed to the Master Association pursuant to the terms hereof.

(n) "Common Area Rules" mean any Rules and Regulations concerning or relating to access, use, and enjoyment of the Common Property.

(o) "Common Expense(s)" shall mean and refer to the actual and estimated expenses of operating the Master Association and meeting the costs to be incurred by the Master Association in performing its duties and in exercising its prerogatives hereunder including, without limitation: (i) costs incurred for operation, management, administration, maintenance, repairs, replacement, insurance, and improvement of the Common Property; (ii) costs for services required or authorized to be performed or rendered by the Master Association under the Constituent Documents; (iii) costs for the establishment and maintenance of any Reserves; and (iv) costs for any other purpose or function of the Master Association whatsoever pursuant to the Governing Documents, all of the foregoing as may be found to be reasonably necessary by the Board from time to time, pursuant to the Governing Documents and the Act. Except as otherwise expressly set forth in the Governing Document, all undertakings, duties, responsibilities, obligations, activities, outlays, and costs and expenses of the Master Association concerning the Property, the Community, the Common Property, and in enforcing the terms, conditions, and provisions of the Governing Documents, the Drainage Declaration, and the Stormwater Declaration, shall all be done at Common Expense.

(p) "Common Property" shall mean and collectively refer to the Common Areas and the Areas of Common Responsibility.

(q) "Common Property Improvement(s)" shall mean and refer to any Improvements made or contemplated to be made on any Common Property including, but not limited to, all buildings, improvements, structures, roads, driveways, trees, landscaping, or site or subdivision improvements to be (as applicable) constructed, erected, installed, placed, replaced, repaired, planted, re-planted, or located on any Common Property and that will become permanently affixed to such Common Property, or any buildings, improvements, structures, roads, driveways, trees, landscaping, or site or subdivision improvements that have been Approved and that have been (as applicable) constructed, erected, installed, placed, replaced, repaired, planted, re-planted, or located on any Common Property and which are permanently affixed to such Common Property. By way of example, and not limitation, the following are all included within the definition of Common Property Improvements: site work; Utility extensions; drainage improvements; signs; play structures; playgrounds; parking lots/areas; sidewalks; walkways; driveways; bike paths; pedestrian trails; swimming pools; club houses; hot tubs; gazebos; paving and concrete work; and fences and walls. So long there is at least one (1) Master Declarant Lot, no Common Area Improvements may be made without Master Declarant's Approval as to the nature and type of the proposed Common Area Improvement. In addition to the foregoing, so long as AG-RW Phase I holds fee

simple title to a Lot or any Common Area, , no Common Area Improvements may be made without AG-RW Phase I's Approval as to the nature and type of the proposed Common Area Improvement.

(r) "Conservation Area" shall mean and refer to any areas or portions of the Property from time to time included within, or subjected to, a Conservation Easement, pursuant to the provisions of Subsection 11(n) hereof (each, a the "Conservation Tract"). If any Conservation Tract or Conservation Area is specifically designated as such on any Plat, then, except for those alterations made by Master Declarant and those additional alterations which may be permitted by applicable Governmental Authorities, there shall be no further clearing, construction, grading, or alteration of such tracts or areas. Any portion of the Property which is designated on any Plat as "open space" shall not be developed in the future with any Improvements and shall remain open space in perpetuity. Notwithstanding the foregoing, Tracts G, H, N, and YY as depicted on the Initial Plat are open space.

(s) "Constituent Document(s)" shall mean and refer to the following Governing Documents, in the following order of priority and governance: (i) this Master Declaration, (ii) any Supplemental Declaration (in the event that there are multiple Supplemental Declarations, then the order of priority and governance of such Supplemental Declarations shall be based upon Recording order), (iii) the Articles, and (iv) the Bylaws.

(t) "County" shall mean and refer to Orange County, Florida, a political subdivision of the State, specifically including each and all of its departments, divisions, and agencies.

(u) "Covenants" shall mean and refer to each and every covenant, condition, restriction, and reservation established by or set forth herein.

(v) "Deficit Fund" or "Deficit Funding" shall mean and refer to the subsidizing of the Common Expenses of the Master Association pursuant to the terms hereof and Section 720.308(1)(b) of the Florida Statutes.

(w) "District" shall mean and refer to the South Florida Water Management District, an agency created pursuant to Chapter 373 of the Florida Statutes, or any successor Governmental Authority.

(x) "District Permit" shall have the meaning given to such term in the Drainage Declaration, and shall also include any other permits issued by the District from time to time with regard to the Property.

(y) "Dwelling" means any building situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence by a single family.

(z) "Easements" shall mean and refer to each and every easement and license (a) established by or set forth in the Governing Documents, (b) established by or pursuant to a Plat, or (c) which are otherwise properly created, granted, declared, reserved or established concerning or with regard to the Property.

(aa) "First Mortgage" means any Mortgage which has priority over all other Mortgages on the same Lot.

(bb) "Fiscal Year" shall mean and refer to the calendar year.

(cc) "Governing Document(s)" shall collectively mean this Master Declaration, any Supplemental Declarations, the Articles, the Bylaws, and the Rules and Regulations.

(dd) "Governmental Authority(ies)" shall mean and refer to any U.S. Federal, State of Florida, or local authority, agency, court, department, division, entity, legislature, or other governmental instrumentality having authority, control, or jurisdiction over or concerning, as applicable, the Common Property, the Master Association, the Community, the Master Declarant, the Members, the Owners, the Occupants, any Mortgagees, and the Property, including, but not limited to, the County.

(ee) Herein: The word "herein" means "in this Master Declaration."

(ff) Hereunder: The word "hereunder" means "pursuant to the terms of this Master Declaration."

(gg) "Improvement" means any buildings, roads, driveways, site or subdivision improvements, parking areas, fences, walls, rocks, hedges, trees, shrubs, other plantings, and all other structures or landscaping improvements of every type and kind.

(hh) "Including. The words "including" and "include" mean (i) "including, but not limited to," (ii) "including, without limitation," and (iii) "including, any and all."

(ii) "Insurance" shall mean and refer to any insurance of any kind obtained and maintained from time to time by the Master Association, all at Common Expense.

(jj) "Law(s)" shall mean and refer to all laws, statutes (including, but not limited to, the Master Association Act), codes, ordinances, rules, requirements, regulations, orders, decrees, judgments and findings of any Governmental Authority

(kk) "Limited Common Area(s)" shall mean and refer to a portion of the Common Area designated as Limited Common Area by Master Declarant from time to time herein or pursuant to the provisions hereof, which Common Area primarily benefits one or more, but less than all, of the Owners.

(ll) "Limited Common Expense" shall mean and refer to Common Expenses incurred by the Master Association with regard or respect to any Limited Common Area.

(mm) "Lot" or "lot" means any Lot shown on a Plat.

(nn) "Master Association" shall mean and refer to Windermere Trails Homeowners Association, Inc., a Florida not-for-profit corporation, and its successors and assigns.

(oo) "Master Declarant" shall mean and be defined as AG-RW Windermere Phase I, LLC, a Delaware limited liability company, and its successors and/or assigns; provided, however, that no successor or assignee of Master Declarant shall succeed to any rights, benefits, obligations, or liabilities of Master Declarant under the Governing Documents unless and until such rights, benefits, obligations, and liabilities are transferred from Master Declarant to such successor or assignee pursuant to a written and Recorded assignment and assumption agreement, unless such rights, benefits, obligations, and liabilities otherwise expressly pass by Master Declarant to such successor or assignee by operation of Law. Except as otherwise expressly set forth herein, or unless prohibited by the Act, on all matters, and in the exercise of all rights, benefits, and privileges under the Governing Documents or pursuant to the Act, Declarant may act through its Affiliates, as such Affiliates are designated in writing by Master Declarant from time to time.

(pp) "Master Declarant Lots" shall mean and refer to any Lots now or hereafter held in fee simple title by Master Declarant or by an Affiliate of Master Declarant.

(qq) "Master Declaration" shall mean and refer to this Master Declaration of Covenants, Conditions, Easements and Restrictions for Windermere Trails, as amended, modified, restated or supplemented from time to time.

(rr) "Member" shall mean and refer each Person deemed to be a Member of the Master Association in accordance with this Master Declaration.

(ss) "Meritage" shall mean and refer to Meritage Homes of Florida, Inc., a Florida corporation. Any rights and privileges under this Master Declaration that are specific to Meritage shall be specific only to as to any Meritage Lots for such time as Meritage owns such Meritage Lots, and shall automatically vest in Meritage only if and when Meritage, as a Sub-Declarant, forms a Sub-Association with jurisdiction over the Meritage Lots, and records a Sub-Declaration in connection with the formation and jurisdiction of such Sub-Association. Master Declarant, in its sole and absolute discretion, and without notice to or the approval of any Person whomsoever or whatsoever, including, but not limited to, any Member (including, but not limited to Meritage), Mortgagee, or Owner, by the Recording of a Supplemental Declaration, shall have the right (but not the obligation) to grant to any other Builder, with regard to such Builder's Builder Lots, the same rights and privileges as are granted herein to Meritage with regard to the Meritage Lots.

(tt) "Meritage Lot(s)" shall mean and refer to any Lot(s) now or hereafter owned by Meritage.

(uu) "Mortgage" shall mean and refer to a mortgage (including but not limited to any deed of trust or contract for deed, which applicable Law would characterize as a mortgage) on a Lot.

(vv) "Mortgagee" shall mean and refer to the holder of any Mortgage.

(ww) "Occupant(s)" shall mean and refer to, as the context dictates or requires: (i) all Members; and (ii) all members of such Member's family, along with all Tenants, agents, licensees, contractors, subcontractors, guests, visitors, domestic help, and other invitees of a Member, or any of the foregoing that reside in, occupy, or visit a Member's Lot from time to time.

(xx) "Officers": The officers of the Master Association shall be a President, who shall be selected from the Board of Directors, a Vice President, a Treasurer, a Secretary, and any other officers established and filled by the Board from time to time.

(yy) "Owner" or "owner" shall mean and refer to the record owner, except as provided below, whether one or more Persons, of fee simple title to any Lot, excluding any Person having an interest in such Lot merely as security for the performance of an obligation.

(zz) "Person" shall mean and refer to any individual, corporation, company, partnership, firm, trust, a trustee, or any other legal entity of any kind, character or nature.

(aaa) "Plat" shall mean and refer to any and all subdivision maps or plats of the Property, as Recorded before or after the Recording Date including, but not limited to, that certain Plat of Windermere Trails Phase I, Recorded in Plat Book 76, Pages 76-89, inclusive, of the Public Records of Orange County, Florida (the "Initial Plat").

(bbb) "Potential Additional Property" shall mean and refer to any real property, including any Improvements thereon, located or lying within the vicinity of the Initial Property. Unless and until annexed pursuant to the terms, conditions, and provisions hereof, this Master Declaration shall not encumber or bind in any way any Potential Additional Property.

(ccc) "Property" shall mean and refer to the property described on Exhibit "A" attached hereto and incorporated by reference, together with any Additional Property hereafter annexed to this Master Declaration pursuant to Section 3(b) below.

(ddd) "PSP/DP" shall collectively mean and refer to any preliminary subdivision plans/development plans or orders for the Property as approved by the County from time to time including, but not limited to, (i) the Property's designation as Horizon West Lakeside Village in the County's Future Land Use Map, (ii) the Property's zoning status as Planned Development and the Property's location within the Lake Reams Planned Development, (iii) the latest -approved Land Use Plan for the Lake Reams Planned Development, and County Ordinance 97-09. From time to time as long as there is a Class "B" Member, with AG-RW Phase I's prior written consent as long as there is at least one (1) Master Declarant Lot, which consent may be granted or denied in AG-RW Phase I's sole and absolute discretion, Master Declarant, and Master Declarant only, hereby reserves the right to seek and obtain approval from the County to modify, amend, supplement, or revise the PSP/DP or any part thereof. No other Person shall have a right or the authority to seek to modify, amend, supplement, or revise the PSP/DP or any part thereof. Notwithstanding anything to the contrary contained herein or otherwise, the Property and all Lots, Improvements, and Dwellings must be developed, constructed, repaired, replaced, maintained, and used in strict accordance with the terms and conditions of the PSP/DP.

(eee) "Record," "Recordation," "Recording," or "Recorded": To record, the recording of, of appearing of record, of an instrument in the Public Records.

(fff) "Recording Date" shall mean and refer to the date that this Master Declaration is first Recorded.

(ggg) "Reserves" shall mean and refer to: (a) any capital expenditure reserves and other reserve funds or accounts for deferred maintenance established herein or required by Law as of the Recording Date; and (b) any capital expenditure reserves and other reserve funds or accounts for deferred maintenance established after the Recording Date by the Board from time to time, or imposed by Law after the Recording Date. Reserves may include, but shall not be limited to, capital expenditure reserves and other reserve funds or accounts necessary for the care, maintenance, insurance, repair, replacement, restoration, preservation, and protection of all Common Property, including all Easements and Improvements, and for such other purposes as the Board, in its reasonable discretion, shall deem necessary or appropriate from time to time.

(hhh) "Responsible Entity" shall have the meaning given to such term in the Drainage Declaration.

(iii) "Rules and Regulations" shall mean and refer to any and all rules, regulations, procedures, criteria, policies, guidelines, and standards of the Master Association: (1) governing and/or restricting the access, use, or control of the Property; (2) governing the conduct of any Occupants of the Property; and (3) governing the operation of the Master Association including, but not limited to, the Common Area Rules, which rules, regulations, procedures, criteria, policies, guidelines, and standards are adopted by the Board, as any of the foregoing may be changed, modified, altered, amended, rescinded, supplemented, or augmented from time to time; provided, however, that any such rules, regulations,

procedures, criteria, policies, guidelines, and standards must reasonably relate to the purposes, responsibilities, or objectives of the Master Association as set forth in the Constituent Documents.

(jjj) "Single-Family Lot" shall mean and refer to each numbered or lettered single-family residential building Lot created by any Plat of the Property, including any Dwelling located thereon once constructed. The boundaries of each Single Family Lot shall be shown on a Plat.

(kkk) "Sub-Association" shall mean and refer to any Association formed pursuant to the Act. No Sub-Association shall be deemed formed until a Sub-Declaration with regard to such Sub-Association has been Recorded. The authority, power, and jurisdiction of every Sub-Association shall, in all respects and at all times, be junior to the authority, power, and jurisdiction of the Master Association.

(lll) "Sub-Association Assessments" shall mean and refer to any assessments of any kind, character, nature or type permitted to be assessed against the Owners, Occupants, and/or Lots pursuant to the terms of a Sub-Declaration.

(mmm) "Sub-Association Lot" shall mean and refer to any Lot that under the jurisdiction of, or hereafter comes under the jurisdiction of, a Sub-Association.

(nmm) "Sub-Association Turnover" shall mean three (3) months after ninety percent (90%) of the Lots under the jurisdiction of a Sub-Association that will ultimately be operated by the Sub-Association have been conveyed to members of the Sub-Association other than the Sub-Declarant.

(ooo) "Sub-Declarant", with regard to each Sub-Association formed pursuant to a Sub-Declaration, shall mean and refer to the "Developer" of the Sub-Association, as the term "Developer" is currently defined in Section 720.301 of the Florida Statutes.

(ppp) "Sub-Declaration" shall mean and refer to any declaration Recorded against a subgroup of Lots pursuant to, and as more particularly set forth in, the provisions of this Master Declaration, as the same may be amended, modified, restated or supplemented from time to time. For purposes of this Master Declaration, the term Sub-Declaration shall also include, as to each Sub-Association, the other "Governing Documents" of such Sub-Association, as such term is defined in the applicable Sub-Declaration. Each Sub-Declaration shall be junior at all times and in all respect to the Master Declaration. If there is or should there ever be any conflict(s) between the provisions of the Master Declaration and any Sub-Declaration, then the provisions of the Master Declaration shall prevail, but only as necessary to resolve such specific conflict(s). Notwithstanding anything to the contrary contained herein or otherwise, no Sub-Association or Sub-Declaration may impose any duties, obligations, liabilities, or responsibilities on or upon the Master Association unless both the Class "B" Member, as long as there is a Class "B" Member, and the Master Association have agreed in writing that the Master Association will accept such duties, obligations, liabilities, or responsibilities.

(qqq) "Supplemental Declaration" shall mean and refer to any Recorded instrument recorded by Master Declarant (or with the express prior written consent of Master Declarant, in its sole discretion) from time to time, which instrument may be supplemental to this Master Declaration. This Master Declaration and any Supplemental Declaration shall be construed to be consistent with each other to the greatest extent reasonably possible; however, in the event of any irreconcilable conflict, the provisions of this Master Declaration shall prevail. Any purported Supplemental Declaration recorded by a person other than Declarant, without the express prior written consent of Declarant, shall be null and void.

(rrr) "Surface Water Management System" or "Stormwater Management System" shall mean the system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges from the system, as permitted by Chapters 40A through 40E, Florida Administrative Code, as applicable, specifically including, but not limited to, Tracts C, J and ZZ and the Private Access and Drainage Easements (P.A.D.E.) and Private Drainage Easements (P.D.E.) as shown on the Initial Plat.

(sss) "Stormwater Tracts" shall mean and refer to any stormwater or drainage tracts as designed or established on any Plat including, but not limited, to Tracts C, J and ZZ as shown on the Initial Plat, along with all drainage ponds and other Improvements from time to time located on the such Stormwater Tracts subject, at all times, to any drainage or other easements in favor of: (i) the Responsible Entity; and (ii) the County, as the same may be designed or established pursuant to the subject Plat.

(ttt) "Tenant" shall mean and refer to any tenant, lessee, subtenant, or sublessee of a Lot or Improvement, whether or not such relationship is documented by a lease, a sublease, or any other document or writing.

(uuu) "Townhome Lots" shall mean and be defined as those Lots within the Property created by any Plat of the Property that are not Single-Family Lots and that are to be developed as townhomes. The boundaries of each Townhome Lot shall be shown on a Plat.

(vvv) "Turnover" shall mean and be defined as three (3) months after Sub-Association Turnover has occurred with regard to all of the Sub-Associations subject to this Master Declaration.

3. PROPERTY SUBJECT TO THIS DECLARATION.

(a) Initial Property. As of the Recording Date, the Initial Property is and shall be encumbered, governed, benefited, and burdened by this Master Declaration, and shall be owned, improved, developed, held, controlled, sold, transferred, conveyed, leased, mortgaged, insured, occupied, and otherwise dealt with pursuant to this Master Declaration and subject to the Assessments, Covenants, and Easements.

(b) Additional Property.

i Master Declarant Annexation. Master Declarant hereby reserves to itself, and shall hereinafter have the absolute right, but not the obligation, at any time and from time to time prior to Turnover, in its sole and absolute discretion, to bring within the scope of this Master Declaration, as Additional Property, any Potential Additional Property. Except as may be expressly provided herein, annexation of any or all of the Potential Additional Property as Additional Property by Master Declarant may be accomplished without the consent of any Person including, but not limited to, the Master Association, the Owners, the Members, or any Mortgagee, other than, as applicable, the written consent of the fee simple owner or owners of any such Potential Additional Property. In addition to the foregoing, so long as AG-RW Phase I holds fee simple title to a Lot or any Common Property, Declarant may not annex any Additional Property without the prior written consent of AG-RW Phase I, which consent may be granted or denied in AG-RW Phase I's sole and absolute discretion, and which consent, if granted, must be evidenced by AG-RW Phase I's execution of the applicable Supplemental Declaration. Prior to Turnover, subject to the limitations above, Declarant shall have the power to annex Additional Property, regardless of the fact that such actions may alter the relative voting strength of the Members.

ii Association Annexation. Prior to Turnover, the Master Association shall have no power, right, or authority whatsoever to bring any Additional Property within the scope of this Master Declaration by the Recording of a Supplemental Declaration or otherwise. After Turnover, with: (a) the prior written consent of the fee simple owner or owners of any such Potential Additional Property; and (b) so long there is at least one (1) Master Declarant Lot, with the prior written consent of Master Declarant, which consent may be granted or denied in Master Declarant's sole and absolute discretion, the Master Association, with the affirmative vote of a majority of the total voting interests of the Members present at a meeting duly called for the purpose of considering and voting upon such annexation, may bring within the scope of this Master Declaration, as Additional Property, any Potential Additional Property; provided, however, that such real property that has a zoning and land use classification or designation that allows for single-family residential development on such real property. In addition to the foregoing, so long as AG-RW Phase I holds fee simple title to a Lot or any Common Area, the Master Association may not annex any Additional Property without the prior written consent of AG-RW Phase I, which consent may be granted or denied in AG-RW Phase I's sole and absolute discretion, and which consent, if granted, must be evidenced by AG-RW Phase I's execution of the applicable Supplemental Declaration.

iii Method of Annexation. Additions authorized under this Subsection 3(b) shall be made, if at all, by Recording a Supplemental Declaration extending this Master Declaration and the jurisdiction of the Master Association to the Additional Property. The Supplemental Declaration shall describe that portion of the Potential Additional Property being annexed as Additional Property and shall state that it is being made pursuant to the terms of this Master Declaration for the purpose of annexing that portion of the Potential Additional Property to this Master Declaration and extending the jurisdiction of the Master Association to such Additional Property. The annexation of Additional Property by the Master Association shall be done via the Recording of a Supplemental Declaration signed by the President and Secretary of the Master Association, by the fee simple owner or owners of the Additional Property, and by AG-RW Phase I and Master Declarant, if AG-RW Phase I and Master Declarant's consent is required hereunder or under the Act. Any such Supplemental Declaration shall also certify that the annexation was approved by an affirmative vote of a majority of the total voting interests of the Members present at a meeting duly called for the purpose of considering and voting upon such annexation. The date of such Members' meeting shall also be included in the certification. Any Supplemental Declaration concerning annexation: (a) may contain additional terms, conditions, and provisions not inconsistent with the Governing Documents to reflect the different character and nature, if any, of (1) the Additional Property then being annexed and the intended use thereof, or (2) the housing or development approaches being implemented or that may be implemented with respect to such Additional Property; (b) may impose additional or different Covenants and Easements on such Additional Property; and (c) may supplement, create exceptions to, or otherwise modify the terms of, the Governing Documents, as they shall apply to the Additional Property. Any Supplemental Declaration Recorded by Master Declarant or the Master Association (with AG-RW Phase I's consent, if required) shall be conclusive in favor of all Persons who rely on such Supplemental Declaration in good faith. From and after Recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Master Declaration and to the jurisdiction of the Master Association. No provision of the Governing Documents shall be construed to require Declarant or the Master Association to annex any Additional Property. Notwithstanding anything to the contrary contained in the Governing Documents or otherwise, no Person other than Declarant, subject to the terms hereof, and the Master Association, subject to the terms hereof, shall have any power, right, or authority whatsoever to bring any Additional Property within the scope of this Master Declaration by the Recording of a Supplemental Declaration or otherwise. In addition to the foregoing set forth in this Subsection 3(b), so long as AG-RW Phase I holds fee simple title to a Lot or any Common Property, neither Declarant nor the Master Association may not annex any unplatted Additional Property without the prior written consent of AG-RW Phase I, which consent may be granted or denied in AG-RW Phase I's sole and absolute discretion,

and which consent, if granted, must be evidenced by AG-RW Phase I's execution of the applicable Supplemental Declaration annexing such unplatted Additional Property.

(c) Conveyance of Common Areas. At the time of such annexation of the Additional Property pursuant to the terms of a Sub-Declaration, all Common Areas, if any, that pursuant to the terms hereof, are to be conveyed to and held in fee simple title by the Master Association, shall be conveyed by quit-claim deed to the Master Association, free and clear of all encumbrances, except current real estate taxes and assessments not yet due and payable, matters shown on any Plats, this Master Declaration, any Sub-Declarations, and any easements or matters Recorded prior to such conveyances of the Common Areas. Once conveyed to the Master Association, no Common Area may be mortgaged, liened, or further conveyed without the consent of at least two-thirds (2/3) of the voting interests of the Members. Effective upon the conveyance of such Common Areas to the Master Association, the Owners shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Area, if any, within the Additional Property, which Common Areas, pursuant to the terms hereof, are conveyed to the Master Association, and an obligation to contribute to the Common Expenses incurred with regard to such Common Area and any additional Areas of Common Responsibility.

(d) Withdrawal. As long as there is at least one (1) Master Declarant Lot, no portion of the Property may be withdrawn from the encumbrance of this Master Declaration and jurisdiction of the Master Association without AG-RW Phase I's prior written consent, which consent may be granted or denied in AG-RW Phase I's sole and absolute discretion. No portion of the Property may be withdrawn from the encumbrance of this Master Declaration and jurisdiction of the Master Association without the prior written approval of the Master Association. Any withdrawing of any portion of the Property from the encumbrance of this Master Declaration and jurisdiction of the Master Association must be evidenced by a Recorded Supplemental Declaration.

#### 4. PURPOSE AND POWERS OF MASTER ASSOCIATION.

(a) The Master Association was organized for the purpose of enforcing, and fulfilling the objectives and purposes stated in, the Constituent Documents. Unless otherwise required by Florida Law, the Master Association is and shall remain a Florida nonprofit corporation. The Master Association shall have all of the authority and powers of a not for profit corporation organized under Chapter 617 of the Florida Statutes, as the same may be amended, restated, or re-codified from time to time subject, however, only to such limitations upon the exercise of such authority and powers as are expressly set forth in the Constituent Documents. The Master Association shall have the authority, power, and obligation to do any and all lawful things which may be authorized, assigned, required, or permitted to be done by virtue and authorization of the Constituent Documents and under Florida Law, including, but not limited to: (a) the ownership and maintenance of all Common Areas, including the Surface Water Management System and Conservation Areas; (b) maintenance of all Areas of Common Responsibility; (c) the levy and collection of Assessments; (d) promulgate and enforce Common Area Rules, other policies and procedures, architectural guidelines, and other architectural control provisions (including, but not limited to, the establishment of an architectural review or control board) with regard to Common Area Improvements; and (e) to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Master Association as specified in the Governing Documents. The Master Association has primary responsibility for administering and enforcing the Governing Documents. The Master Association shall perform its functions in accordance with the Governing Documents and Florida Law. The Board, and such Officers as the Board may appoint from time to time, shall be responsible for the affairs and the management for the Master Association and, unless expressly prohibited by the Constituent Documents, may contract with a property manager for all or a part of such purposes. Notwithstanding the foregoing, the Master Association shall not be responsible to maintain any portion of the Common Property, the ownership of which has been transferred to the

County, any other Governmental Authority, or the public, or for which the County or any Governmental Authority accepts maintenance responsibility for as evidenced in writing. Notwithstanding anything to the contrary contained herein or otherwise, the Master Association was not organized for, does not have, and shall not have the right to impose, any architectural review standard/rights or architectural control provisions with regard to any Lots.

(b) Except as otherwise expressly provided under the Constituent Documents, the Master Association shall be responsible for the exclusive operation, management, administration, control, maintenance, repairing, replacing, and insuring of the Common Area. The Master Association shall maintain and keep in good repair such Common Area, and as the Board deems appropriate, any Areas of Common Responsibility, and the Improvements from time to time located on either of the foregoing. Subject to limitations imposed by any Governmental Authority, the Master Association shall maintain, repair, and replace to the extent determined appropriate by the Board from time to time: the signs; lighting fixtures; electrical equipment; drainage improvements in accordance with the District Permit; irrigation lines and equipment; landscape materials and features; and other Improvements, all of the foregoing of which are from time to time located within the unpaved rights-of-way and unpaved medians in any rights-of-way as shown on any Plat. The Master Association, at the Board's discretion from time to time, may arrange for the fixture rental, electrical usage, and other costs of street lighting for the Property and Areas of Common Responsibility. Except to the extent maintenance of any portion of the Surface Water Management System has been expressly assumed by any Governmental Authority, or is the responsibility of the Responsible Entity under and pursuant to the Drainage Declaration and/or the Stormwater Declaration, it is the responsibility of the Master Association, at Common Expense, to operate, maintain, and repair the Surface Water Management System located on the Common Property and to enforce, or to take such appropriate action as may be necessary to cure violations of, the routine maintenance and non-interference Covenants of the Members and Owners under this Master Declaration, and, when appropriate, to levy Assessments therefor. Maintenance of the Surface Water Management System, when performed by the Master Association, shall include the exercise of practices which allow the system to provide drainage, water storage, conveyance, and other surface water or stormwater management capabilities as permitted or required by the District Permit and the District. Any repair or reconstruction of the Surface Water Management System by the Master Association shall be as originally permitted or, if modified, as approved beforehand by the District. The duties and responsibilities of the Master Association set forth herein and in the other Governing Documents with regard to any Common Property is subject to the terms of the Drainage Declaration and the Stormwater Declaration and the duties and responsibilities of the Responsible Entity under the Drainage Declaration and the Stormwater Declaration.

(c) A sanitary sewer pump station or stations and facility or facilities related to the operation and use thereof (the "Sanitary Sewer Facilities") may be located at various locations within the Property, including portions thereof on or under one or more of the Lots. Until such time as the Master Association shall convey or dedicate the same to a Governmental Authority or public or private utility provider ("Utility"), the Sanitary Sewer Facilities, wherever located, shall at all times be owned by the Master Association, and the Master Association shall be obligated to maintain, repair and replace the same at Common Expense. The Master Association shall also be obligated, at Common Expense, to pay all costs and expenses of operating the Sanitary Sewer Facilities.

(d) The Master Declarant, or any other Person with the Master Declarant's prior written consent, may install a common irrigation system serving the Common Property and the Lots, including pumps, water distribution lines, sprinkler heads, and other related facilities (collectively, the "Irrigation System"), on and under the Common Property and the Lots. The Master Association shall, at Common Expense, operate, maintain, repair, and replace any such Irrigation System. No Member or Owner may make any alterations, modifications, or other changes to the Irrigation System without the Master Association's prior written consent. Each Owner shall be responsible to the Master Association for

any damage or injury to the Irrigation System due to the negligence or intentional act or omission of the Owner or the Owner's Occupant.

5. SUB-ASSOCIATIONS. Upon the Recording of any Sub-Declaration, the Sub-Association shall automatically become the Member of the Master Association with respect to such Lots that are under the jurisdiction of the Sub-Association. Notwithstanding the creation and Recording of any Sub-Declaration and formation of related Sub-Associations, the Master Association shall have the obligation, power, and authority to take any and all actions necessary to fulfill the obligations and requirements set forth in this Master Declaration with respect to the Lots to which such Sub-Declarations and Sub-Associations are related, to the extent that such requirements and obligations have not been or are not satisfied by such Sub-Associations.

6. MEMBERSHIP AND VOTING RIGHTS. Membership in the Master Association shall be divided into Class "A" and Class "B" and the membership in each such class, and the voting rights applicable thereto, shall be allocated as follows:

(a) Class "A". Class "A" Members shall be all Sub-Associations. Class "A" Members shall each be allocated one (1) vote.

(b) Class "B". The Class "B" Member shall be Master Declarant. Prior to Turnover, the Class "B" Member, or its specifically designated (in writing) successor and/or assignee, shall be allocated five (5) times the total number of Class "A" votes at any given time. Upon Turnover, the Class "B" Member's membership in the Master Association shall automatically cease to exist.

Notwithstanding anything in this Master Declaration to the contrary, other than the Master Declarant, no Owner of any portion of any Lot that has been subjected to the terms and provisions of a Sub-Declaration shall have any rights as a "Member" of the Master Association, such membership rights shall vest, instead, only and solely in the Sub-Association formed pursuant to such Sub-Declaration. Upon formation of any Sub-Association for any Lot or Lots, the Sub-Association shall automatically become the Member of the Master Association in place of the Owners of said Lot or Lots and the members of such Sub-Association. A Member's right to vote on the affairs of the Master Association shall vest immediately upon such Member's qualification for membership as provided in this Master Declaration. All voting rights of a Member shall be exercised in accordance with and subject to the restrictions and limitations provided in the Constituent Documents.

7. BOARD OF DIRECTORS AND OFFICERS. The affairs of the Master Association shall be managed by the Board, the members of which shall be appointed or elected, as applicable, by the Members in accordance with the provisions of this Master Declaration. The number of Directors constituting the Board of Directors shall be five (5). Each Director shall be entitled to one (1) vote in Master Association voting matters.

(a) Board of Directors.

(i) Prior to Turnover, the Class "B" Member shall have the sole and absolute right to appoint four (4) of the five (5) Directors; provided, however, that if at anytime the Class "B" Member is not permitted under Florida Law to appoint such Directors, then the Class "B" Member shall have the sole and absolute right to elect all such Directors, which election, to the fullest extent permitted under Florida Law, may be conducted via written consent of the Class "B" Member, in lieu of a meeting of the Class "B" Member. Prior to Turnover, Directors appointed or elected pursuant to this Subsection 7(a)(i) may only be removed and replaced by the Class "B" Member, pursuant to the Constituent Documents.

(ii) Prior to Turnover, as long as there is at least one (1) Meritage Lot, or Meritage is under a binding contract with AG-RW Phase I for Meritage's acquisition of at least one (1) Lot, Meritage shall have the sole and absolute right to appoint one (1) of the Directors; provided, however, that if at any time the Meritage is not permitted under Florida Law to appoint such Director, then Meritage shall have the sole and absolute right to elect such Director, which election, to the fullest extent permitted under Florida Law, may be conducted via written consent of Meritage, in lieu of a meeting of Meritage. Prior Turnover, Directors appointed or elected pursuant to this Subsection 7(a)(ii) may only be removed and replaced by Meritage, pursuant to the Constituent Documents.

(iii) After Turnover, the Members shall elect the Directors by a majority vote pursuant to the terms of the Constituent Document and Florida Law.

(iv) No Person that is prohibited from serving as a member of the board of directors of any Sub-Association shall be permitted to serve as a member of the Board.

(b) Officers. All Officers shall be appointed or elected by the Board. No Person that is prohibited from serving as an officer of any Sub-Association shall be permitted to serve as an Officer.

(c) Suspension of Voting Rights. Notwithstanding anything to the contrary in the foregoing provisions of this Section 7, a Member's right to vote in Master Association matters, as well as its right to appoint or elect Directors, shall be suspended upon the non-payment by such Member, when due, of any Assessment levied against such Member or the Lot or Lots owned or represented by such Member and such suspension shall last until such time as the Member has paid such Assessment in full. During the suspension of a Member's rights pursuant to this subsection, all Directors shall be appointed by the Members that have not had their Member rights so suspended.

8. MASTER DECLARANT'S RIGHTS TO ENFORCE MASTER ASSOCIATION OBLIGATIONS. If at any time Master Declarant determines in its reasonable discretion that the Master Association is not fulfilling or performing its duties or obligations set forth in this Master Declaration or in any Sub-Declaration, then Master Declarant shall have the power and authority, but not the obligation, to perform or cause the Master Association (without the necessity of any action of Directors) to perform same, including charging and using Assessments. If Master Declarant makes this determination, it may in its discretion so notify the Secretary of the Master Association, or any of the Members, and thereafter the Master Association and the Members shall assist and cooperate with the Master Declarant in performing the Master Association's delinquent duties and obligations. If the Assessments collected and available to the Master Association to satisfy such duties or obligations are not sufficient to pay for the work undertaken by the Master Declarant as permitted hereinabove, then it shall be mandatory that the Master Association make and collect from the Members an Assessment to pay for the deficiency. Any such Assessment, to the maximum extent under Law, shall not require a vote of the Directors. The Master Declarant shall have the option to advance on behalf of the Master Association monies reasonably necessary to perform the Master Association's obligations, to be reimbursed, with interest at the statutory rate then in effect for judgments, by the Master Association from Assessments.

9. OPERATION, MAINTENANCE AND MONITORING OF SURFACE WATER MANAGEMENT SYSTEM.

(a) Master Declarant intends that the Property be developed with an integrated Surface Water Management System developed, operated, monitored and maintained in compliance with all applicable rules and regulations of the District, and any other applicable governmental authority.

(b) Subject to the applicable terms, conditions, and limitations of the Drainage Declaration and the Stormwater Declaration, the Master Association shall have the power and authority to accept a conveyance of fee simple title to the Surface Water Management System and to accept and assume responsibility for compliance with the requirements of any District Permits relating to the proper operation, repair or maintenance of the Surface Water Management System. Subject at all times to the obligations and duties of the Responsible Entity, the Master Association shall have the power and authority to perform any and all monitoring and maintenance necessary with respect to any of the Surface Water Management System, including those portions of the Surface Water Management System not conveyed to the Master Association, and shall have the power and authority to monitor and maintain the Surface Water Management System as required by any District Permit, rule or regulation of the District or other applicable Governmental Authority; and to levy and collect from the Owners or Sub-Associations "Annual Assessments," "Special Assessments" or "Individual Assessments" (each defined below) for all costs and expenses of the Master Association incurred in the performance of such monitoring and maintenance.

(c) Subject at all times to the obligations and duties of the Responsible Entity, the Master Association shall have the power and authority: (i) to monitor and maintain any and all Drainage Facilities (as that term is defined in the Drainage Declaration) located within the Property; (ii) to perform any Facilities Maintenance (as that term is defined in the Drainage Declaration) with regard to the Property; (iii) to perform any other obligations of the Responsible Entity with regard to the Property under either or both of the Drainage Declaration and the Stormwater Declaration; (iv) to monitor and maintain Drainage Facilities located within the Property in compliance with any and all applicable rules, regulations or permits of the District or any applicable Governmental Authority. The Master Association shall, at all times, perform all obligations and duties required of the Master Association, if any, under or pursuant to the Drainage Declaration and/or the Stormwater Declaration.

(d) If the Master Association ceases to exist, and subject at all times to the obligations and duties of the Responsible Entity, all of the Owners and Sub-Associations shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System in accordance with the requirements of the District Permit, unless and until an alternate entity assumes responsibility.

(e) The District shall have the right to enforce, by a proceeding at law or in equity, the provisions of this Master Declaration relating to the maintenance, operation and repair of the Surface Water Management System.

10. MAINTENANCE OF COMMON PROPERTY. The Master Association shall at all times maintain, repair and replace (at Common Expense) all Common Property (including all Improvements placed thereon), in good condition and repair. The aforementioned Association's duties with regard to any Common Property shall commence upon the completion of any Approved Improvements upon such Common Property, irrespective of what Person holds title thereto, and shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all Improvements, equipment, and tangible personal property installed by Master Declarant as part of the Common Property. Without

limiting the generality of the foregoing, the Master Association shall assume any and all of the Master Declarant's responsibilities to the County and the State of Florida and their respective governmental and quasi-governmental subdivisions and similar entities with respect to the Common Property and shall indemnify and hold Master Declarant harmless.

11. EASEMENTS.

(a) Limited Common Area. In connection with its development and/or construction of the Property, Master Declarant may (but shall not be required to) designate that the access, use, enjoyment, and benefits of certain Common Areas be reserved for the utilization and realization of only certain Owners and the Occupants of their Lots. Such designation of Limited Common Areas may be made by Master Declarant in its sole and absolute discretion and without notice to or the approval of any Person whomsoever or whatsoever, including, but not limited to, any Member, Mortgagee, or Owner. Notwithstanding the foregoing, so long there exists at least one (1) Master Declarant Lot, no Limited Common Areas may be designated without AG-RW Phase I's prior written consent, which consent may be granted or denied in AG-RW Phase I's sole and absolute discretion, and which consent, if granted, must be evidenced by AG-RW Phase I's execution of a Recorded instrument. Notwithstanding the foregoing, so long there exists at least one (1) Meritage Lot, or Meritage is under a binding contract with AG-RW Phase I for Meritage's acquisition of at least one (1) Lot, no Limited Common Areas may be designated without Meritage's prior written consent, which consent may be granted or denied in Meritage's sole and absolute discretion. Subject to any limitations stated herein, any such Common Areas or interests so designated by Master Declarant shall be considered "Limited Common Area" for all purposes of this Master Declaration. The designation of Limited Common Area by Master Declarant ("Designation") may be made pursuant to this Master Declaration; pursuant to a Supplemental Declaration; in the original grant, conveyance, or dedication creating or subsequently conveying or dedicating such Common Area; upon or pursuant to a Plat; or pursuant to any other written instrument Recorded by Master Declarant with regard to Common Areas. Master Declarant's right to designate Limited Common Areas pursuant to a Designation shall cease upon the expiration of the Class "B" Member's membership. Upon such Designation of a Limited Common Area, the Owners identified by Master Declarant as being authorized and entitled to utilize and realize the benefits or privileges of such Limited Common Area (and all rights and interests pertaining thereto) shall have the rights to do so as are provided in this Master Declaration with respect to Common Area. No Members, other than the Class "B" Member and those Owners expressly identified in a Designation, shall have the right to access, enjoy, utilize, or realize the benefits or privileges of such designated Limited Common Area (and all rights and interests pertaining thereto). Subject to any limitations stated herein, until such time as the Class "B" Member's membership ceases, Master Declarant hereby reserves the right, in its sole and absolute discretion, from time to time, and without notice to or the approval of any Person whomsoever or whatsoever, including any Members, Mortgagees, or Owners, to make further Designations that designate or identify, additional Owners as being authorized and entitled to utilize and realize the benefits of any Limited Common Area so designated by Master Declarant pursuant to this Subsection 11(a). With regard to Limited Common Areas, the Master Association shall have all of the same rights, duties, obligations, liability, and responsibilities as the Master Association has with regard to and concerning all other Common Areas. All Common Expenses of the Master Association with respect to the Limited Common Area shall be assessed as Limited Common Expenses only against the Owners identified by Master Declarant as being authorized and entitled to utilize and realize the benefits of the subject Limited Common Area. Additionally, any matter arising under any Sub-Declaration, and pertaining to the Limited Common Area and requiring a vote of the Owners, shall be decided by a vote of only those Owners that have been identified by Master Declarant as being authorized and entitled to utilize and realize the benefits of such Limited Common Area.

(b) Common Area Easement. Master Declarant hereby creates, declares, grants, and reserves for itself and for its Affiliates, and hereby grants to the Master Association, to each Member, and to each Owner, a perpetual non-exclusive right and easement of access, use, and enjoyment over, across, and through the Common Area ("Common Area Easement"), such Common Area Easement to be shared in common with Master Declarant, Master Declarant's Affiliates, the other Members, the Owners, and all of the Occupants of Lots owned by a Owner. Said Common Area Easement shall include, without limitation, the following:

(i) Right-of-way for ingress and egress by vehicles and on foot through and across any streets or paved/concrete or designated walks in the Common Area for all lawful purposes;

(ii) Rights and easements to drain across the Surface Water Management System in accordance with the District Permit, the District rules, the Drainage Declaration, and the Stormwater Declaration;

(iii) Rights to connect to, maintain, and make use of Utilities, which Utilities may from time to time be in or within the vicinity of the Common Area, but only in accordance with all Laws and the requirements of the applicable Governmental Authorities which regulate said Utilities; and

(iv) Rights and easements to use and enjoy the Common Area for any purpose not inconsistent with the Governing Documents and applicable Laws.

(c) Stormwater Easements. Master Declarant hereby creates, declares, grants, and reserves for the benefit of Master Declarant, the County, the District, the Master Association, the Responsible Entity, all Members, and the Owners, a perpetual non-exclusive easement for stormwater management, collection, retention, detention, and drainage under, over, upon, and within all portions of the Property included within the Surface Water Management System, including, but not limited to, all drainage easements, ponds, and drainage tracts shown on any Plat, together with a perpetual and non-exclusive easement and license of right of entry only in favor of Master Declarant, the County, the District, the Responsible Entity, and the Master Association, to enter upon the portions of the Property encumbered by the Stormwater Easements ("Stormwater Easement Areas"), and as necessary other portions of the Property adjacent to the Stormwater Easement Areas, including, but not limited to, any Lots, at a reasonable time and in a reasonable manner, for the purposes of operating, constructing, installing, inspecting, maintaining, repairing, and replacing any and all stormwater drainage systems, improvements, and facilities including, but not necessarily limited to, buffer areas, berms, swales, and retaining walls, from time to time located therein or thereon, consistent with the plans for the Surface Water Management System and the District Permit. Additionally, Master Declarant, only for the benefit of itself, the County, the District, the Master Association, the Responsible Entity, the Members, and the Owners, hereby reserves easements over any and all other portions of the Property as may be reasonably required or necessary from time to time in order to provide stormwater drainage to all or any portions of the Property in accordance with the District Permit and requirements of the District; provided, however, that any such additional drainage easements shall not unreasonably interfere with the use and enjoyment by any Owners of any particular Lot. The foregoing easements are sometimes collectively referred to as the "Stormwater Easements." Use of the Stormwater Easement Areas and the Stormwater Easements, pursuant to this Subsection 11(c) are, at all times, subject to the terms, conditions, and limitations of the Drainage Declaration and the Stormwater Declaration.

Master Declarant may, but shall not be required to, create buffer areas or construct berms and drainage swales within the Stormwater Easement Areas for the purpose of managing and containing the

flow of surface water. Unless otherwise performed by the Responsible Entity, each Owner, including Builders, shall be responsible for the maintenance, operation, and repair of the Stormwater Easement Areas (e.g., the buffer areas, berms, and drainage swales) on their respective Lots. Likewise, unless otherwise performed by the Responsible Entity, the Master Association shall be responsible for the maintenance, operation, and repair of the Stormwater Easement Areas (e.g., the buffer areas, berms, and drainage swales) that are located on Common Areas. Maintenance, operation, and repair as it relates to the Stormwater Easement Areas shall mean the exercise of practices, such as mowing and erosion repair, which allow the buffer areas, berms, and drainage swales to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted or required by the District and the District Permit. Filling, excavation, construction of fences or Improvements that would obstruct the surface water flow of, or otherwise obstructing the surface water flow in the buffer areas, berms, and drainage swales within the Stormwater Easement Areas is prohibited. No Person shall alter the drainage flow of the Surface Water Management System, including buffer areas, berms, or drainage swales, without the prior written approval of the Master Association, the Responsible Entity, and the District. Any damage to any buffer areas, berms, and drainage swales within the Stormwater Easement Areas, whether caused by natural or human-induced phenomena, shall be promptly repaired by the Person (e.g., Owner or the Master Association) having responsibility for the maintenance of the Stormwater Easement Area, and the buffer areas, berms, and drainage swales returned to their former condition, per the requirements of the District and the District Permit, as soon as reasonably practicable.

(d) Utility Easements. Master Declarant hereby creates, declares, grants, and reserves to itself for so long as there is a Master Declarant Lot, and to the Master Association thereafter, or to the Master Association upon Master Declarant's earlier transfer of such right to the Master Association, the right to grant easements to any private company, public or private Utility, or Governmental Authority providing Utilities within the Property, upon, over, under, through, and across the Property ("Utility Easements"). Said Utility Easements shall only be given for the purpose of maintaining, installing, repairing, replacing, altering, and operating Utilities, as may be necessary or desirable to provide Utility services to Members, the Owners, the Property, and, if applicable, Areas of Common Responsibility, all pursuant to and in compliance with, all applicable permits, rules, requirements, and regulations of any applicable Governmental Authorities, and all applicable Laws. All easement areas established pursuant to such Utility Easements ("Utility Easement Areas") shall be of a size, width, and location as Master Declarant (or the Master Association, after the Class "B" Member's membership ceases), in its discretion, deems best, but Utility Easement Areas shall be selected in a location so as to not unreasonably interfere with the use of any Improvements which are now, or hereafter will be, located upon the Property, pursuant to the terms of a Sub-Declaration.

(e) Wall, Entrance Feature and Landscape Easements. Master Declarant hereby creates, declares, grants and reserves, for the benefit of Master Declarant and the Master Association, an easement over and upon all wall, entrance feature, and landscape easement areas established in this Master Declaration, established by any Sub-Declaration or any Sub-Association, or as shown or established on any Plat ("Wall and Landscape Easements"), together with an easement and license to enter upon such areas of the Property encumbered by such Wall and Landscape Easements ("Wall Easement Areas") and such other portions of the Property adjacent to the Wall Easement Areas, including, but not limited to, any Lots, at a reasonable time and in a reasonable manner, for the purposes of erecting, constructing, installing, inspecting, maintaining, repairing, and replacing any and all entrance features, screening walls, fences, signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the District Permit or as required by the District), irrigation lines and equipment, any landscape materials and features, and other Improvements from time to time located therein or thereon, which may be required by the County, any Governmental Authority, and/or which is deemed to be necessary or desirable by Master Declarant or the Master Association. Notwithstanding the foregoing, unless such responsibility is otherwise assumed and performed by a Sub-Association, the Owner of each

Lot encumbered by a Wall and Landscape Easement shall maintain all landscaping lying between a wall or fence and any Improvements on the Owner's Lot; and said Owner shall maintain the paint or other surface finish, if any, on the vertical surface of the wall or fence which faces any Improvement on an Owner's Lot, failing which the Master Association shall perform the required maintenance and may levy Assessments therefore.

(f) Planting and Screening Easements. Master Declarant hereby creates, declares, grants and reserves, for the benefit of Master Declarant and the Master Association, an easement for planting, landscaping, and screening purposes over and upon all planting and screening easement areas, entry ways, medians, and landscape buffers established in this Master Declaration, established by any Sub-Declaration or Sub-Association, or as shown or established on any Plat ("Planting and Screening Easements"), together with an easement and license to enter upon such areas of the Property encumbered by such Planting and Screening Easements ("Screening Easement Areas") and such other portions of the Property adjacent to such Screening Easement Areas, including, but not limited to, any Lots, at a reasonable time and in a reasonable manner, for the purposes of installing, maintaining, inspecting, repairing, and replacing any and all landscaping, including trees, grasses, shrubs, bushes, ground covers, and other plant materials, and irrigation systems of any kind, character or nature, whether the same shall be required by the County, or are deemed necessary or desirable by Master Declarant or the Master Association.

(g) Sidewalk/Bike Path Easements. Master Declarant hereby creates, declares, grants and reserves, for the benefit of Master Declarant, the Master Association, the Members, and all Owners, an easement over, within, and upon all sidewalk, bike path, and/or pedestrian trail areas established in this Master Declaration, established by any Sub-Declaration or Sub-Association, or as shown or established on any Plat ("Sidewalk Easements"), for the purposes of constructing, installing, maintaining, repairing, and replacing from time to time any sidewalk/bike path/pedestrian trail system for the Property. Master Declarant, the Master Association, the Members, and the Owners shall have a perpetual non-exclusive easement for pedestrian ingress, egress, and passage over and upon any sidewalks, bike paths, and pedestrian trails from time to time located, constructed, installed and maintained within the areas of the Property encumbered by the Sidewalk/Bike Path Easements.

(h) Construction and Marketing Easements. AG-RW Phase I and Master Declarant hereby creates, declares, grants, and reserves, for the benefit of AG-RW Phase I and Master Declarant, together with the right to grant, assign, and transfer the same in writing from time to time to, as applicable, AG-RW Phase I's and Master Declarant's Affiliates, sales agents, and sales representatives, as well as to Builders and, the Construction and Marketing Easements. The term "Construction and Marketing Easements" shall mean and refer to temporary non-exclusive easements allowing access to the Property for: (i) the permitting, construction, and maintenance of Dwellings upon Lots designated by, as applicable, AG-RW Phase I or Master Declarant; (ii) as applicable, AG-RW Phase I's and Master Declarant's approved marketing activities and placement of signs on or about the Property for the purpose of marketing the sale of any Dwellings constructed or to be constructed on any Lots by a benefited party of the Construction and Marketing Easements; and (iii) the permitting, construction, and maintenance of model centers on Lots designated by, as applicable, AG-RW Phase I or Master Declarant ("Model Centers"), in which and from which the benefited parties of the Construction and Marketing Easements may engage in approved marketing and information activities on a temporary basis during the period of the benefited party's development of and construction and marketing of Dwellings; provided, however, that such marketing activities shall first be approved by, as applicable, AG-RW Phase I or Master Declarant and shall be conducted only from and within Model Centers constructed as Dwellings which are temporarily used for such activities and which Model Centers are thereafter to be sold, used, and occupied as Dwellings. The location and use of such Model Centers may be changed from time to time by, as applicable, AG-RW Phase I or Master Declarant in such Person's sole and absolute discretion. Any

grant by, as applicable, AG-RW Phase I or Master Declarant of any rights under the Construction and Marketing Easements to any Builder must be in writing.

As to any Meritage Lots, Master Declarant hereby grants to Meritage a Construction and Marketing Easement with regard to such Meritage Lots (the "Meritage Construction and Marketing Easement"), which Meritage Construction and Marketing Easement, as to each Meritage Lot, shall automatically terminate upon the conveyance of such Meritage Lot to a Person that is not an Affiliate of Meritage. Specifically, during the term thereof as to each Meritage Lot, the Meritage Construction and Marketing Easement shall provide Meritage with temporary non-exclusive easements to the Property for: (i) the exclusive permitting, construction, and maintenance of Dwellings upon the Meritage Lots; (ii) exclusive marketing activities and placement of signs on or about any Meritage Lot for the purpose of marketing the sale of any Dwellings constructed or to be constructed on any Meritage Lots; (iii) marketing activities and placement of signs on or about any Common Property, with Master Declarant's reasonable approval as to the type and number of marketing activities and placement of signs, for the purpose of marketing the sale of any Dwellings constructed or to be constructed on any Meritage Lots; and (iv) the exclusive permitting, construction, and maintenance of Model Centers on any Meritage Lots. Any exercise of any rights or privileges by Meritage under the Meritage Construction and Marketing Easement must comply with all applicable Laws. In connection with the foregoing, Meritage shall be responsible at all times for the condition and maintenance of any signs that Meritage places on any Common Property.

(i) Master Association Easements. Master Declarant hereby creates, declares, grants, and reserves for the benefit of the Master Association, a perpetual, non-exclusive easement over, across, through, and upon all or any portion of the Property as may be reasonably necessary from time to time to permit the Master Association to carry out and discharge its duties, obligations, and responsibilities under and pursuant to the Governing Documents including, but not limited to, for purposes of performing its maintenance, repair and replacement responsibilities as provided in the Constituent Documents or required under the Drainage Declaration, the Stormwater Declaration, or under Florida Law ("Association Easements"). Such Association Easements shall be in addition to the Stormwater Easements granted to the Master Association.

(j) Additional Easements. Master Declarant hereby creates, grants, reserves, and declares to exist, for the benefit of Master Declarant for so long as there is at least one (1) Master Declarant Lot, and for the Master Association and the Sub-Associations thereafter, or to the Master Association and the Sub-Associations upon Master Declarant's earlier transfer of such Additional Easements to the Master Association, the Additional Easements. The term "Additional Easements" shall mean and refer to the following licenses, rights, privileges, and easements over, under, in, across, and through the Common Area, subject at all times to the terms and conditions of the District Permit, the Drainage Declaration, the Stormwater Declaration, and subject to receiving prior written approval of the District as to any activities that may affect or may occur on or within the Surface Water Management System and any Conservation Area: (i) the perpetual right to cut trees, bushes, landscaping, and shrubbery, and to make any gradings of the soils, and to take any similar actions reasonably necessary to provide economical and safe Utility and Surface Water Management System installation and service, and to maintain reasonable standards of health, convenience, safety, and appearance with regard to the Property and the Community; and (ii) such other rights and privileges as may be reasonably necessary, convenient, or desirable to complete in an orderly and economic manner the development and of the Property and the Community, and the sale of any Lots including, without limitation, the maintenance of temporary signage and temporary trailers used in such development and sales efforts; provided, however, that said reservations and rights shall not be considered an obligation of Master Declarant to provide or maintain any such Additional Easements, Utilities, equipment, improvements, or services. Master Declarant also reserves the right to connect with and make use of the Utilities and the Surface Water

Management System which may from time to time be in or along the streets or within the Common Area or any Easements. The Additional Easements herein reserved: (y) shall continue in existence in favor of Master Declarant after conveyance of the Common Area to the Master Association or dedication to the County, or appropriate Governmental Authority, until such time as there are no more Master Declarant Lots, and (z) shall continue in favor of Master Declarant until such time as any lands separately developed by Master Declarant and located adjacent or contiguous to the Property have been dedicated or conveyed to Persons unrelated to Master Declarant and that are not an Affiliate of Master Declarant; provided, however, that such unrelated Person is not a Builder.

(k) Future Easements. Master Declarant hereby creates, declares, grants, and reserves, for the benefit of Master Declarant and its successors and assigns, together with the right to grant and transfer the same at any time hereafter to the Master Association or any Sub-Associations, such other further and additional easements and licenses over, across, through, under, and upon all or any portion of the Property as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of Master Declarant, for the future orderly construction and development of the Property and the Community, in accordance with the objects and purposes set forth in this Master Declaration and in any Sub-Declarations, subject to any approvals required under applicable Law by the County, the District, or any other Governmental Authority ("Future Easements"). Any such Future Easements shall be Recorded. It is expressly provided, however, that no such Future Easements shall be granted or created over, across, through, under, or upon any Lot(s) if any such Future Easement would unreasonably interfere with an Owner's plans to use or develop such Lot(s) as a Dwelling approved by the Sub-Association having jurisdiction over such Lot. The Future Easements may include, without limitation, such Future Easements as may be required for Utilities, streets, the Surface Water Management System, or such other purposes reasonably related to the orderly and economic development and construction of the Property and the Community. Except as provided above, such Future Easements may be created, declared, granted, or reserved by Master Declarant without the necessity for the consent or joinder of any other Persons including, but not necessarily limited to, any Owner or Mortgagee of any Lot that will be encumbered or affected by such Future Easement. The Future Easements are in addition to, and shall impose no limitations upon, any other easements for the benefit of Master Declarant or the Master Association, as set forth herein.

(l) Extent of Easements. The rights, licenses, and easements created, granted, declared, reserved, and established in this Section 11 are expressly subject to the following:

- (i) The Constituent Documents and the rights of any Members thereunder.
- (ii) Any Sub-Association's right, pursuant to its Sub-Declaration, to suspend the right of an Owner to access and use any Common Area and Common Area amenity or facility for any period during which any Sub-Association Assessment against the Owner or the Owner's Lot remains delinquent for more than ninety (90) days; provided, however, that any suspension of such Common Area access and use rights by such Sub-Association may not impair the right of an Owner or Tenant to have vehicular and pedestrian ingress to and from such Owner's or Tenant's Lot, including, but not limited to, the right to park.
- (iv) As to any Sub-Association, any rights of Mortgagees under the Sub-Association's Sub-Declaration.
- (vi) Any matters of Record encumbering the Property or any part thereof.
- (vii) Any restrictions or limitations contained in any Recorded deed or instrument conveying any Common Area to the Master Association.

(viii) Master Declarant's and the Board's right to:

(A) adopt Common Area Rules, which Common Area Rules shall allow all Members/Owners to access and use the Common Areas, but which Common Area Rules may limit the number of non-Member/Owner users who may access and use the Common Area and may include charging use fees or membership fees (if membership fees are permitted by the Constituent Documents). The Common Area Rules and any such use fees or membership fees may be different for different classifications of non-Member/Owner users. The posting of such Common Area Rules and fees in a conspicuous manner and location within the Community, or the publication in a Community newsletter of general circulation within the Community, shall be deemed sufficient notice to all Members, Owners, and Occupants, and expressly permitted users of the Common Area; provided, however, that Master Declarant (as applicable) and the Board, in its discretion, may provide notice of Common Area Rules by other reasonable means or methods.

(B) suspend the right of an Owner to access and use any Common Area and Common Area amenity or facility for any period during which any Assessment against the Owner or the Owner's Lot remains delinquent for more than ninety (90) days; provided, however, that any suspension of such Common Area access and use rights may not impair the right of an Owner or Tenant to have vehicular and pedestrian ingress to and from such Owner's or Tenant's Lot, including, but not limited to, the right to park.

(C) dedicate or transfer all or any part of the Common Area, subject to any approval requirements set forth in this Master Declaration.

(D) rent or grant a license of any portion of any clubhouse, cabana, pool, or other Common Area recreational facilities on an exclusive or non-exclusive short-term basis to any Person.

(E) permit Common Area access and use by the general public, which access and use may be subject to admission charges, membership fees, or other user fees established in Master Declarant's or the Board's discretion.

(F) in accordance with the Constituent Documents or as permitted by applicable Law, the right to borrow money from any lender for the purpose of improving and/or maintaining the Common Areas and/or for the providing any services of the Master Association as authorized or required to be provided under the Constituent Documents and, in aid thereof, to mortgage, pledge, or hypothecate any or all of the Common Area as security for money so borrowed or debts so incurred.

(iv) No Improvements, materials, or equipment may be constructed, located, or placed upon any area encumbered by any easement created, granted, declared, reserved, or established pursuant to this Section 11 if such Improvements, materials, or equipment may or could: (A) damage or interfere with the installation, construction, maintenance, repairing, or replacement of any Utilities located within the applicable easement area; (B) alter or impede the direction or flow of drainage of the Surface Water Management System; or (C) may interfere with Master Declarant's completion of development and of the Property or the Community.

(x) Master Declarant's, the Master Association's, or any Sub-Association's, right, but not the obligation, to maintain and use all streets associated with the Common Areas.

(xi) Master Declarant's rights reserved herein, in the other Constituent Documents, and under any Sub-Declaration.

(xii) AG-RW Phase I's rights reserved herein, in the other Constituent Documents, or under any Sub-Declaration.

(xiii) Rights and matters established by virtue of or shown on any Plat.

(xiv) Applicable Laws.

(m) Delegation. Subject to the terms and conditions of the Governing Documents and any Sub-Declaration any Owner (including Master Declarant) may grant the benefit of any easement, right, or privilege enjoyed by such Owner under or pursuant to this Section 11 to such Owner's Occupants for the duration of their tenancies or visits, but the same shall not be construed to create any rights in the general public or any other Person.

(n) Conservation Easement. Pursuant to the provisions set forth in Section 704.06 of the Florida Statutes, as amended, restated, or re-codified from time to time, Master Declarant will grant to the District a conservation easement in perpetuity over any Conservation Tract (the "Conservation Easement"). Master Declarant will grant the Conservation Easement, as a condition of the District's issuance of the District Permit, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

(A) Purpose. The purpose of the Conservation Easement is to ensure that the Conservation Tract will be retained forever in its existing, natural condition, and to prevent any use of the Conservation Tract in a way that will impair or interfere with the environmental value of the Conservation Tract.

(B) Prohibited Uses. Any activity in or use of the Conservation Tract inconsistent with the purpose of the Conservation Easement is prohibited. Among other matters, the Conservation Easement expressly prohibits or will expressly prohibit the following activities and uses with regard to the Conservation Tract:

1. Construction or placing Improvements, streets, signs, billboards, or other advertising, or Utilities on or above the ground; provided, however, that the Master Association or any Sub-Association may place a sign on the Conservation Tract that lists what activities are prohibited thereon;

2. Dumping or placing soil or other substances or materials as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

3. Removing, destroying, or pruning trees, shrubs, or other vegetation, except for removal of any exotic species which may be detrimental to fish and wildlife habitat preservation, without prior written approval of the District;

4. Excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface;

5. Surface use, except for purposes that permit the land or water area to remain predominately in its natural condition;

6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

7. Acts or uses detrimental to such retention of land or water areas;  
and

8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

(C) Responsibilities. The Master Association shall, at all times, have the responsibility and authority to properly maintain, monitor and manage all Conservation Areas within the Property including, but not limited to, the periodic removal of trash and other debris that may accumulate from time to time in any Conservation Tract..

(D) Rights of District. To accomplish the purposes stated or that will be stated in the Conservation Easement, Master Declarant conveyed or will convey the following rights to the District:

1. To enter upon and inspect the Conservation Tract in a reasonable manner and at reasonable times to determine if Master Declarant, the Master Association, or its successors and assigns, are complying with the covenants and prohibitions contained in the Conservation Easement.

2. To proceed at law or in equity to enforce the provisions contained herein which relate to the maintenance, operation, and repair of the Surface Water Management System, the provisions of the Conservation Easement, and the covenants set forth in this Subsection 11(m), to prevent the occurrence of any of the prohibited activities set forth in the Conservation Easement or set forth in this Subsection 11(m), and to require the restoration of areas or features of the Conservation Tract that may be damaged by any activity inconsistent with the provisions of the Conservation Easement.

(E) Amendment. The Conservation Easement may not be amended without the prior written approval of the District.

(o) Easement. Should the intended creation of any Easement fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such Easement, then any such grant of Easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Master Association as agent for such intended grantees for the purpose of allowing the original Person or Persons to whom the Easements were originally intended to have been granted the benefit of such Easement, and the Members and Owners hereby designate Master Declarant and the Master Association (or either of them) as their lawful attorney-in-fact, to execute any instruments on such Members' and Owners' behalf as may hereafter be required or deemed necessary or convenient for the purpose of later creating such Easement as it was intended to have been created herein. All Persons using Easements shall use reasonable efforts to minimize interference with all other permitted uses of the Easements and the property subject thereto and shall restore any damage to such property caused in the exercise of any rights granted in any such Easement.

12. ASSESSMENTS.

(a) General. The Master Association shall have the obligation, authority and power to establish, levy, make, impose, enforce, and collect Assessments against the Members and the Owners in order to provide for and ensure the availability of the funds necessary for the Master Association to satisfy all Common Expenses, to perform its duties and obligations pursuant to the Governing Documents, and to otherwise carry out and accomplish the objects and purposes for which the Master Association has been created and established. Assessments shall be assessed by the Master Association to each Member or Owner as and when necessary pursuant to the terms of this Master Declaration. Each Owner, by acceptance of a deed for its respective Lot, or portion thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay Assessments which may be assessed by the Master Association in accordance with this Master Declaration, together with any and all assessments which may be assessed by a Sub-Association pursuant to the subject Sub-Declaration. Notwithstanding anything to the contrary contained in the Governing Documents, in any Sub-Declaration, or otherwise, the Class "B" Member shall not, by virtue of being a Member, be responsible for any Assessments. Instead, any responsibility on behalf of the Class "B" Member to pay Assessments shall be based solely upon such Class "B" Member's ownership of any Lots. Notwithstanding anything to the contrary contained in the Governing Documents, in any Sub-Declaration, or otherwise, as long as Master Declarant has the right to Deficit Fund under any Sub-Declaration, then Master Declarant may likewise, and in the same manner, subsidize the Common Expenses as to the Lots that are subject to such Sub-Declaration.

(b) Assessments Against Sub-Associations. In order to reduce administrative overhead and collection costs for the Master Association, the Master Association may, for all Lots for which Sub-Associations have been formed, levy, and collect all Assessments to and from the Sub-Associations established for such Lots. In such event, the Sub-Association shall, in turn, levy and collect Assessments from its members in an amount necessary to satisfy the Assessment then due to the Master Association from the Sub-Association (and its members). The Sub-Association shall allocate, levy, and collect such Assessments from its members in a uniform manner based upon the assessment provisions set forth in the Sub-Declaration applicable to such Lots. The Master Association may bring an action at law or in equity against any Sub-Association which fails to invoice and collect Assessments payable to the Master Association or otherwise fails to promptly remit such Assessments to the Master Association when collected. Notwithstanding the foregoing, the Master Association shall have the authority and power to levy and collect such Assessments directly from the Owners of such Lots. The liability of the Owners of the Lot subject to a Sub-Declaration shall be several only, with each Owner only responsible for a pro-rata portion of such Assessment based upon the total Assessment due divided by the number of Lots within the Property.

(c) Types of Assessments. The Master Association is hereby authorized and empowered to establish, make, levy, impose, enforce, and collect Annual Assessments, Special Assessments, and Individual Assessments, all as described below.

i Annual Assessments. Annual Assessments shall be utilized by the Master Association for Common Expenses to be incurred during the Fiscal Year in the performance of the Master Association's duties and obligations pursuant to the Governing Documents. Before the beginning of each Fiscal Year, the Board shall prepare a budget of the estimated costs of operating the Master Association during the coming Fiscal Year (hereafter the "Operating Budget"), including, but not limited to, operational items such as overhead and indirect costs, insurance, Utilities, taxes, professional/expert fees, Reserves, maintenance, repairs, replacements, and other operating expenses, as well as charges to cover any deficits from prior years, and budget items approved by the Board

pursuant to the Capital Budget. Each year, the Board may prepare a capital budget taking into account the number, type, useful life, and expected replacement cost of the Master Association's replaceable assets (the "Capital Budget"). The Board may then establish Reserves or an annual capital contribution in an amount sufficient to meet the projected capital needs of the Master Association on a timely basis. Any Reserves or annual capital contribution fixed by the Board shall then be included in the Operating Budget. The Master Association shall mail to each Member, at least fourteen (14) days prior to date of the Budget Approval Meeting, written notice of the date, time, and location of the Board meeting at which the Board will consider approval of the Budget (the "Budget Approval Meeting"), which notice shall also include a copy of the proposed Budget. The Budget shall become effective upon the Board's approval of the Budget at the Budget Approval Meeting. The Budget shall not be subject to the Members approval and there shall be no obligation to call a meeting of the Members or Owners to discuss or consider the Budget. If the Board fails to propose or approve a Budget for any Fiscal Year, then the last approved Budget shall continue in effect until a new Budget is proposed and approved by the Board. Until such time as the Class "B" Member's membership ceases to exist, the Board shall not, without approval of the voting interests of the Class "A" Members, increase the Annual Assessments in any Fiscal Year by more than ten percent (10%) above what the Annual Assessments were in the prior Fiscal Year; provided, however, that any increase in the Annual Assessments in any Fiscal Year pursuant to the terms hereof must be accompanied by an equal percentage increase in the Deficit Funding obligations. Annual Assessments shall be due, in advance, on or before the commencement of the Master Association's Fiscal Year for which they are imposed; provided, however, that the Board may elect to collect Annual Assessments in monthly, quarterly, or semi-annual installments. In the event of such deferred payments, the Board may, but shall not be required to, charge a uniform, lawful rate of interest on the unpaid balance of any Annual Assessments. The Board may accelerate the balance of any Annual Assessment upon default in the payment of any installment thereon or any other Assessment due hereunder. In the event that the Master Association shall determine during any Fiscal Year that the Annual Assessment established for such year is or will become inadequate or insufficient, for whatever reason, the Master Association shall be entitled to immediately determine the approximate amount of the deficiency or inadequacy and issue a supplemental Annual Assessment to all Members for such calendar year. Subject to the terms of this Master Declaration, the Budget and Annual Assessments shall be assessed against all Owners and Lots within the Property in an equal amount per Lot. Notwithstanding anything contained in this Master Declaration to the contrary or otherwise, to the fullest extent permitted by the Act, Declarant shall not be obligated to pay any Assessments as to any Lots or parcels owned by Master Declarant during any period of time that Master Declarant pays the Common Expense actually incurred over and above the income derived from the Assessments collectible from the Class "A" Members. For purposes of this subsidy arrangement, unless otherwise required by the Act, Declarant need not subsidize or pay any Assessment amounts levied for replacement Reserves or capital expenditures. If Master Declarant elects to Deficit Fund as permitted herein and under the Act, then for purpose of complying with Section 720.308(3) of the Act, the amount of the Annual Assessments set forth in Subsection 12(h) hereof, as such Annual Assessments may be increased per Fiscal Year as permitted in this subsection, shall be the maximum obligation of the Class "A" Members. If Master Declarant elects to Deficit Fund, then for purpose of complying with Section 720.308(2) of the Act, the amount above the Annual Assessments set forth in Subsection 12(h) hereof, as such Annual Assessments may be increased per Fiscal Year as permitted in this subsection, that is necessary to keep the Master Association operational shall be the

amount of Declarant's guarantee of Common Expenses. It is the express intent of Declarant that this subsection be an establishment of a guarantee pursuant to Section 720.308(2) of the Act. Unless Master Declarant otherwise notifies the Board in writing at least thirty (30) days before the beginning of a Fiscal Year, Declarant shall continue paying on the same basis as during the previous Fiscal Year. Master Declarant, at its option, may elect by written notice delivered to the Master Association at any time to abandon the subsidy approach and commence payment of the Assessments thereafter falling due for the Lots and parcels then owned by Master Declarant, prorated as of the date that such notice is delivered to the Master Association. Notwithstanding anything to the contrary contained herein, as long as there are any Meritage Lots and Subsidized Declarant Lots (as that term is defined below), the responsibility for Deficit Funding shall be allocated between Declarant and Meritage based upon the number of Subsidized Declarant Lots at the time Deficit Funding is required and the number of Meritage Lots at the time Deficit Funding is required. By way of example, if Deficit Funding is required by the Master Declarant and at that time Meritage owns fifty (50) Meritage Lots and Master Declarant owns fifty (50) Subsidized Declarant Lots, (y) Meritage's portion of the Deficit Funding shall be  $50/100 \times 100$  or Fifty Percent (50%) of the Deficit Funding obligation, and (z) Declarant's portion of the Deficit Funding shall be  $50/100 \times 100$  or Fifty Percent (50%) of the Deficit Funding obligation. As used in this Master Declaration, the term "Subsidized Declarant Lot(s)" shall mean and refer to any Lots that Master Declarant, pursuant to this subsection, has not elected to abandon the subsidy approach with regard to and in lieu thereof has agreed to commence paying Assessments. With the prior written consent of Declarant, and without requiring the consent of any other Person, Declarant may, but is not required to, extend the privilege of sharing in the Deficit Funding to any Builder (in addition to Meritage) with regard to such Lots owned by such Builder, with the proportionate share of Deficit Funding owed by Master Declarant, Meritage (if applicable), and such other Builder(s) to be adjusted accordingly. Should Master Declarant at any time, pursuant to the terms hereof, elect to abandon the subsidy approach and commence payment of the Assessments thereafter falling due for all of the Master Declarant Lots then owned by Master Declarant, then simultaneously therewith, any Builder's right hereunder to share in Deficit Funding pursuant to the terms hereof shall cease, and each such Builder shall thereafter be responsible for payment of Assessments with regard to such Builder's Lots, pursuant to the terms hereof.

ii Special Assessments. In addition to other authorized Assessments, the Master Association may levy, from time to time, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or the unexpected repair or replacement of any capital improvement to or upon the Common Areas or any Area of Common Responsibility, or the cost of the initial purchase or any subsequent unexpected repair or replacement of any equipment or personal property purchased, repaired, or replaced by the Master Association in furtherance of the discharge of its duties and obligations pursuant to this Master Declaration, or to cover unbudgeted Common Expenses or Common Expenses in excess of those budgeted. The obligation to pay Special Assessments shall be computed on the same basis as for Annual Assessments; provided, however, that if the Special Assessment is made with respect to Limited Common Area, then the Owners designated by Master Declarant to utilize and realize the benefits of the Limited Common Area shall be responsible for, and shall be assessed, the Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the Fiscal Year in which the Special Assessment is approved, if the Board so determines.

iii Individual Assessments. The Board may, after notice to the Owner and an opportunity for a hearing, levy an Individual Assessment against any Owner and that Owner Lot and any Improvements located thereon, in order to cover any costs, expenses, fines, and fees (including reasonable attorney's fees, whether or not suit be brought) whatsoever incurred by the Master Association due to: (1) that Member's failure to maintain its Lot and/or the Improvements located thereon pursuant to the standards set forth in the Governing Documents; (2) to reimburse the Master Association for loss or damage to the Master Association or to any Common Area, Area of Common Responsibility, or Easement area benefiting the Master Association, the Community, or the Property, caused by that Owner or that Owner's Occupants and not covered by insurance maintained by the Master Association; (3) to cover the costs, including overhead and administrative costs, of providing services which an Owner requests pursuant to any menu of special services which the Master Association may offer from time to time or which the Master Association otherwise provides in the Board's discretion; (4) to correct any violations of the Governing Documents or of the Drainage Declaration or the Stormwater Declaration; or (5) for any other purpose expressly permitted by the Governing Documents or permitted under applicable Law. The costs and expenses described in clauses (1) through (5) above are herein referred to as "Individual Expenses." Individual Assessments shall be levied against only the Owner of, or Member representing, the particular Lot that is the subject of the Individual Expense. In no event shall an Individual Assessment be levied against any Lot or Owner other than the particular Lot and Owner that is the subject of such Individual Expense.

(d) Notice of Assessments. The Master Association shall notify each Sub-Association and Owner of any Assessments which may be made by the Board. Assessments shall be due and payable in the manner contained in the notice. Notwithstanding anything in the foregoing to the contrary, notice of an Assessment from the Master Association to any Sub-Association shall be sufficient for satisfying the Master Association's obligation to provide notice of such Assessment to any Owner with respect to the Lots for which such Sub-Association was formed.

(e) Failure to Pay Assessment. If any Assessment or installment thereon is not paid by an Owner when due, then such Assessment shall be delinquent and the Master Association shall have the same rights, remedies, options, and privileges against the subject Owner, Lot, and all Occupants, that the subject Sub-Association has under the subject Sub-Declaration regarding nonpayment of assessments that are due and payable to said Sub-Association by or with regard to such Owner, Lot, and all Occupants; provided, however, that in exercising such rights, any Mortgagee of any Lot shall also have the same protections as are provided or afforded to such Mortgagee under the subject Sub-Declaration with regard to said assessments due or owing to said Sub-Association.

(f) Purpose. The Assessments levied by the Master Association shall be used: to promote the recreation, health, safety, and welfare of the Members and the Owners; to perform the Master Association's duties and obligations under the Governing Documents, under the Drainage Declaration, and under the Stormwater Declaration; and to exercise the powers conferred on the Master Association under the Governing Documents; to manage, improve, operate, administrate, maintain, repair, and replace the Common Area and the Areas of Common Responsibility (as may be determined by the Board in its discretion from time to time); and to pursue any other purpose deemed desirable, necessary, convenient, or appropriate by the Board, including, without limitation, any one or more of the following, or as otherwise stated in the Governing Documents: (i) payment of Master Association operating expenses; (ii) lighting, irrigation, maintenance, improvement, insurance, and beautification of the streets and all Easement areas benefiting the Master Association or the Property; (iii) acquisition, maintenance, repair, and replacement of community identification signs and traffic control devices, and control and regulation

of traffic in the Property; (iv) payment, contest, or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Master Association or the Common Area; (v) repayment of any deficits previously incurred by the Master Association; (vi) funding of Reserves for future Common Expenses (as may be determined by the Board in its discretion from time to time); (vii) procurement and maintenance of all insurance obtained or to be obtained hereunder; (viii) employment of accountants, attorneys, and other professionals, administration, and experts to represent or advise the Master Association; (ix) as applicable, operation, maintenance, repairs, and replacement of the Surface Water Management System in accordance with the terms of this Master Declaration and the requirements of the District including, but not limited to, work within retention areas, buffer areas, drainage structures and drainage easements, and other areas subject to the Stormwater Easements; (x) monitoring and maintenance of protected wetlands and associated reporting as may be required by the District from time to time; and (xi) doing anything necessary, desirable, or convenient in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health, or safety hazards, or otherwise to benefit the Members, the Owners, or the Community.

(g) Limited Common Expenses. Notwithstanding anything to the contrary herein or otherwise, Annual Assessments and Special Assessments made with respect to Limited Common Area shall be levied only against the Owners designated by Master Declarant as having the right to utilize and realize the benefits of the Limited Common Area. Any budget prepared by the Master Association for capital expenditures and/or other Common Expenses shall include a separate itemization of such expenditures that pertain to Limited Common Area, and the Master Association may establish reserves for expenses specifically associated with such Limited Common Area, which reserves shall be funded by the Members that have a right to utilize and realize the benefits of the Limited Common Areas.

(h) Commencement of Assessments; Start-Up Assessment; Transfer Assessment. The Board shall commence the collecting of Assessments against all Members (and the Owners whose Lots are subject to such Member's Sub-Declaration) at such time as is necessary for the Master Association to pay any Common Expenses. On a per Lot basis, the Annual Assessment for the Fiscal Year 2012 shall not exceed One Thousand Two Hundred and No/100 Dollars (\$1,200.00). As each Member becomes obligated to pay Annual Assessments (the "Assessment Date"), such Member shall pay to the Master Association the entire Annual Assessment due in the calendar year in which the Member became obligated to pay Annual Assessments, prorated on a per diem basis from the date that such Member became obligated to pay Annual Assessments, through the end of that calendar year. Once the Board commences with the collecting of Assessments, the Assessment Date as to each new Member shall be the date that such new Member becomes a Member of the Master Association pursuant to the terms hereof. At the time that fee simple title to a Sub-Association Lot is conveyed for the first time to a Person that is not: (i) Master Declarant or one of its Affiliates; (ii) AG-RW Phase I; or (iii) a Builder, the Sub-Association that has jurisdiction over the Sub-Association Lot shall, at the time of said conveyance, pay and remit to the Master Association a one time start-up assessment ("Start-Up Assessment") in the amount of Seven Hundred Fifty and No/100 Dollars (\$750.00). If for any reason whatsoever the applicable Sub-Association shall fail to pay and remit any applicable Start-Up Assessment for a Sub-Association Lot, then the obligation for payment of said Start-Up Assessment shall then become a joint and several obligation of the subject Sub-Association and the said grantee of fee simple title to said Sub-Association Lot. After the one time Start-Up Assessment has been paid as to a Sub-Association Lot, no further Start-Up Assessment shall be required with regard to said Sub-Association Lot. At the time that a Lot becomes subject to the Start-Up Assessment, and at the time of each and every conveyance of said Lot thereafter, the Sub-Association that has jurisdiction over the Sub-Association Lot shall pay and remit to the Master Association a transfer fee/assessment ("Transfer Assessment") in the amount of Eighty and No/100 Dollars (\$80.00). If for any reason whatsoever the applicable Sub-Association shall fail to pay any applicable Transfer Assessment for a Sub-Association Lot, then the obligation for payment of said applicable Transfer Assessment shall then become a joint and several obligation of the subject Sub-

Association and the said grantee of fee simple title to said Sub-Association Lot. If Reserves are required by Law or established by the Board, then each Start-Up Assessment and Transfer Assessment shall be placed into Reserves, as directed by the Board from time to time. Regardless of whether or not there is a requirement or obligation for the collection of Reserves, all Start-Up Assessments and Transfer Assessments shall become, and at all times thereafter shall remain, Association property, and no Start-Up Assessments, Transfer Assessments, or any part of the foregoing, shall at any time be remitted to or made available to the Master Declarant, or shall be made available for application for payment of any Deficit Funding obligation or any part thereof.

13. DEFAULT.

(a) Failure of a Member, an Owner, or an Occupant to comply with the Governing Documents or the Covenants and Easements as applicable to the Member, the Owner, the Occupant, the Owner's Lot, Improvements, the Common Areas, the Property, or otherwise, shall be grounds for immediate action by the Master Association which may include, without limitation, the Master Association's exercising of any and all rights, remedies, options, elections, and privileges that the applicable Sub-Association has against such Person under or pursuant to applicable Sub-Declaration for such Person's violation of the Sub-Association's Governing Documents (as that term is defined in the Sub-Declaration) or for such Person's violation of the Sub-Association's Covenants and Easements (as such terms are defined in the Sub-Declaration) including, but not limited to, any legal and equitable rights and remedies, and any rights to impose fines or suspensions, all subject, however, to the terms, provisions, conditions, and limitations of the subject Sub-Declaration including, but not limited to, any notice, cure, or hearing rights. In addition to the foregoing, the Master Association shall also have the right to enforce, by a proceeding at law or in equity, the provisions of the Governing Documents and the Covenants and Easement.

14. COVENANTS RUN WITH THE LAND. Each covenant, condition, restriction, easement and other provision contained herein shall be appurtenant to and for the benefit of the Property and shall be a burden thereon for the benefit of the Property, and shall run with title to the Property. Each covenant, condition, restriction, easement and other provision contained herein shall inure to the benefit of and be binding upon Master Declarant and its successors in title to any of the Property; provided, however, that if any Owner conveys fee simple title to its Lot, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with such Lot, arising under the Governing Documents to be performed or arising after the conveyance of said fee simple title, but shall remain liable for all obligations arising under the Governing Documents prior to the conveyance of such title.

15. DURATION. This Master Declaration shall run with and bind and benefit the Property, and shall inure to the benefit of and be enforceable by Master Declarant, the Master Association, any Members, any Owners, and any of the foregoing's respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the Recording Date, after which time this Master Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument properly executed and signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Master Declaration is Recorded.

16. AMENDMENTS.

(a) While there is a Class "B" Member, the Class "B" Member may amend this Master Declaration by executing a written instrument in recordable form setting forth such amendment and Recording the same. The holders of at least two-thirds (2/3) of the votes in the Master Association (without regard to class) may change or amend any provision hereof either (1)

by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same Recorded. Notwithstanding anything to the contrary contained herein, no amendment to this Master Declaration may conflict with any Sub-Declaration. Each Sub-Declaration shall be junior at all times and in all respect to the Master Declaration, as originally Recorded. If there is or should there ever be any conflict(s) between the provisions of the Master Declaration, as originally Recorded, and any Sub-Declaration, then the provisions of the Master Declaration, as originally Recorded, shall prevail, but only as necessary to resolve such specific conflict(s). Any proposed amendment to this Master Declaration may be initiated by Master Declarant, the Master Association, a Sub-Association, or petition signed by Members representing at least ten percent (10%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Member and Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two-thirds (2/3) of the votes of the Members (without regard to class) cast in person or by proxy at a meeting duly called, and the Recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such Recorded certificate. The amendment shall be effective upon Recordation of the executed amendment, or the certified copy of the duly adopted resolution. Notwithstanding anything to the contrary set forth in the preceding provisions of this Section 16, this Master Declaration may not be changed, amended or modified in any fashion which alters any provision of this Master Declaration pertaining to the Surface Water Management System unless said change, amendment or modification is consented to by the Master Declarant, the District, and the Responsible Entity.

(b) No amendment to this Master Declaration (or amendment to the Constituent Documents) may: (1) remove, revoke, or modify any right, benefit, or privilege of Master Declarant or AG-RW Phase I (as long as AG-RW Phase I owns at least one (1) Lot) without the prior written consent of AG-RW Phase I, if applicable, and Master Declarant or Master Declarant's express assignee of any such right, benefit, or privilege, which consent may be withheld or granted in such Person's sole and absolute discretion; (2) impair the validity or priority of the lien of any Mortgage then held by a Mortgagee of a First Mortgage or impair the rights granted to existing Mortgagees of First Mortgages herein without the prior written consent of such Mortgagees; (3) to the extent that any provision of the Constituent Documents are included in satisfaction of any condition of approval of any of the PSP/DP or Plat, such provision shall not be changed, amended, modified, or otherwise deleted or eliminated without the prior written consent of the County, as applicable; (4) result in or facilitate a termination of the Master Association's obligation to maintain the Common Areas; (5) add any architectural review standard/rights or architectural control provisions in favor of the Master Declarant or Master Association with regard to any Lots; (6) alter or change the rights of Meritage under the Governing Documents as long as there is at least one Meritage Lot, or Meritage is under a binding contract with AG-RW Phase I for Meritage's acquisition of at least one (1) Lot; or (7) change, amend, modify, eliminate, or delete the restrictions contained in this subsection (b). In addition, any amendment that would be deemed a Material Alteration, as that term is defined in any Sub-Declaration, may not be made without the prior written consent of any applicable Governmental Authorities.

17. DAMAGE OR DESTRUCTION TO COMMON AREA. Damage to or destruction of all or any portion of the Common Area shall be addressed in the following manner, notwithstanding any provision in this Master Declaration to the contrary:

(a) Sufficient Insurance Proceeds. In the event of damage to or destruction of the Common Area, if the insurance proceeds are sufficient to effect total restoration, then the Master Association shall cause such portions of the Common Area to be repaired and reconstructed substantially as it previously existed.

(b) Insufficient Insurance Proceeds. If the insurance proceeds are not sufficient to effect total restoration of the Common Area, then the Master Association shall cause such portions for the Common Area to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each of the Members or Owners in accordance with the provisions of this Master Declaration.

(c) Negligence or Willful Misconduct. Each Member and Owner shall be liable to the Master Association for the cost to repair any damage to the Common Area not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Member or Owner or an Owner's Occupant. In addition, the Master Association shall have the right to charge any Member or Owner, as applicable, for the increase, if any, in the insurance premium attributable to damage caused by such Member, Owner or the Owner's Occupant. The sums due from an Association under this subsection shall be an Assessment against the Member and may be collected as provided elsewhere in this Master Declaration for the collection of Assessments. The sums due from an Owner under this subsection shall be an Individual Assessment against the Owner and that Owner's Lot and may be collected as provided elsewhere in this Master Declaration for the collection of Individual Assessments.

18. MORTGAGEE PROTECTION. A Mortgagee of any Lot shall have be afforded and have the same protections hereunder as such Mortgagee has with regard to such Lot under the subject Sub-Declaration.

19. INSURANCE.

(a) The Board, or its duly authorized agent, shall have the authority, in its discretion and from time to time, to obtain and maintain insurance for insurable Improvements on: (i) the Common Area; (ii) any Area of Common Responsibility; or (iii) any Easement area benefiting the Members, the Master Association, or the Owners. Specifically, the Board, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if commercially reasonably available, for all Improvements on the Common Area. If blanket all-risk coverage is not commercially reasonably available, then at a minimum an insurance policy providing fire and extended coverage may be obtained. Such insurance, if obtained, shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

(b) To the extent available on commercially reasonable terms and conditions, the Board, or its duly authorized agent, may also obtain a public liability policy covering any of the Common Areas, the Master Association, any Sub-Association, the Members, and the Owners, for all damage or injury caused by the negligence of, as applicable, the Master Association, any Sub-Association, the Members or agents, or the Owners or Occupants. The public liability, if obtained, shall have at least One Million Dollar (\$1,000,000.00) limit for bodily injury, personal injury, and property damage from a single occurrence, and, if reasonably available, a Five Million Dollar (\$5,000,000.00) umbrella liability policy.

(c) The Board, or its duly authorized agent, shall have the authority to, in its discretion and from time to time, obtain and maintain directors' and officers' liability insurance;

and, any other types of insurance coverage as the Board, or its duly authorized agent, may deem appropriate, necessary, or desirable from time to time, with such insureds and coverage types and amounts as shall be determined by the Board. Each policy obtained by the Board pursuant to this Section 19 may contain a reasonable deductible, and, in the case of casualty insurance, the amount of such deductible shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the Person who would be liable for the loss or repair in the absence of insurance and, in the event of multiple Persons, shall be allocated in relation to the amount each Person's responsibility bears to the total.

(d) All insurance coverage obtained by the Board shall be written in the name of the Master Association as trustee for the respective benefited parties, as further identified below. Premiums for all insurance obtained pursuant this Section 19 shall be Common Expenses and shall be included in the Annual Assessment. All policies shall be written with a company licensed to do business in the State of Florida and which holds a Best's rating of A or better, if reasonably available, or, if not available, the most nearly equivalent rating. All policies on the Common Areas shall be for the benefit of the Master Association, any Sub-Associations, the Members, Master Declarant, and the Owners. Exclusive authority to adjust losses under policies obtained by the Master Association shall be vested in the Board; provided, however, no Mortgagee of First Mortgages having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(e) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by any Members, Owners, Occupants, or their Mortgagees. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the County.

(f) When obtaining any insurance policies, the Board shall make every reasonable effort to secure policies that will provide for the following: (i) waiver of subrogation by the insurer as to any claims against the Board, its manager, the Members, the Owners, and their respective Occupants; (ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash; (iii) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of any one or more Members or individual Owners; (iv) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of the conduct of any Director, Officer, or employee of the Master Association, or its duly authorized representative, without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time period within which the defect may be cured by the Master Association, any Member, any Owner, or Mortgagee; (v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and (vi) that the Master Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

(g) In addition to the other insurance required by this Section 19, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by Law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on Directors, Officers, employees, and other persons handling or responsible for the Master Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the Board's best business judgment but, if reasonably available, may not be less than three (3) months' Assessments on all Lots, plus Reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without

compensation and shall require at least thirty (30) days' prior written notice to the Master Association of any cancellation, substantial modification, or non-renewal.

20. Master Declarant Reservation.

(a) Any provision of this Master Declaration or any Sub-Declaration to the contrary notwithstanding, subject to AG-RW Phase I's rights hereunder, until Master Declarant has completed all of the contemplated Improvements and all Master Declarant Lots have been sold to Persons that are not Affiliates of Master Declarant or AG-RW Phase I, neither the Members, the Owners, the Master Association, or any Sub-Association shall interfere with, or allow the interference with, the completion of Master Declarant's planned Improvements and the sale of all of Master Declarant's Lots to Persons that are not Affiliates of Master Declarant or AG-RW Phase I. Master Declarant may make such lawful use of Master Declarant's Lots and the Common Area, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the display of signs, and the use of Master Declarant's Lots for Model Centers and vehicular parking. Without limiting the generality of the foregoing, subject to AG-RW Phase I's rights hereunder, except only when the express provisions of this Master Declaration prohibits Master Declarant from taking a particular action, nothing herein shall be understood or construed to prevent or prohibit Master Declarant from any of the following:

(i) Doing on any Master Declarant Lot whatever Master Declarant determines to be necessary, convenient, or advisable in connection with the completion of the development of the Property and the Community, including, without limitation, the alteration of Master Declarant's construction plans and designs as Master Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property, as same may be expanded, may be modified by Master Declarant at any time and from time to time, without notice, and without approval of any Person, including, but not limited to, any Sub-Declarant, reviewer, or architectural review or control committee or board under any Sub-Declaration; or

(ii) Erecting, constructing, and maintaining on any Master Declarant Lot such Improvements as may be reasonably necessary for the conduct of its business of completing said development (including, but not limited to, any subdividing and grading), establishing the Property as the Community, and disposing of Master Declarant's Lots by sale, lease or otherwise; or

(iii) Determining in its sole discretion the nature of any type of Improvements to be initially constructed as part of the Community or the Property's Common Areas or Areas of Common Responsibility; or

(iv) Installing and maintaining such sign(s) on any Master Declarant Lot as may be necessary or desired in connection with the development, sale, lease, marketing, or operation of any Master Declarant Lot; or

(v) Modifying, changing, re-configuring, removing, or otherwise altering any Improvements located on the Common Area, or utilizing all or portions of the Common Area for construction access or staging (provided that same does not impair existing platted access (as shown on any Plat) or Utility services to any Lots not owned by Master Declarant or an Affiliate of Master Declarant).

(b) Each Owner, by acceptance of a deed conveying a Lot to the Owner or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree with Master Declarant, to cooperate in, and support, any and all zoning, land use, administrative, governmental and/or quasi-governmental filings, applications, requests, submissions and other actions deemed necessary, convenient, or desirable by Master Declarant for development and/or improvement of the Property and the Community, including, without limitation, signing any required applications, subdivisions plats, etc., as the owner of any portion of the Property owned or controlled thereby when necessary or requested to do so by Master Declarant.

(c) Master Declarant's plan for the development of the Community may require from time to time the execution of certain documents required by Governmental Authorities. To the extent that said documents require the joinder of any or all Owners, each of said Owners, by virtue of said Owner's acceptance of a deed to the Owner's Lot, or other conveyance thereof, does irrevocably give and grant to Master Declarant, or any of its officers individually, full power of attorney to execute said documents as the Owner's agent and in the Member's place and stead.

21. DISCLAIMERS AND LIMITATIONS.

(a) Disclaimer of Representations or Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS MASTER DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, CHARACTER, OR NATURE, WHATSOEVER, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY MASTER DECLARANT OR ITS DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, AGENTS OR EMPLOYEES (OR THE SUCCESSORS OR ASSIGNS OF ANY OF THE FOREGOING) IN CONNECTION WITH THE PROPERTY (INCLUDING ANY PARCEL, LOT, DWELLING, IMPROVEMENT, COMMON AREA, OR AREAS OF COMMON RESPONSIBILITY), ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES, REGULATION THEREOF, OR OTHERWISE. IF ANY SUCH REPRESENTATION OR WARRANTY CANNOT LAWFULLY BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, PRESUMPTIVE AND SPECIAL DAMAGES ARISING THEREFROM ARE HEREBY FULLY, FOREVER, AND IRREVOCABLY WAIVED AND DISCLAIMED.

(b) General. Notwithstanding anything to the contrary or otherwise contained in the Governing Documents, neither the Master Association, the Board, the Officers, or the Master Declarant shall be liable or responsible for, or in any manner considered or deemed a guarantor or insurer of, the health, safety or welfare of any Member, Owner, or user of any portion of the Property including, without limitation, Occupants, or for any property of any such Persons. Without limiting the generality of the foregoing:

(i) It is the express intent of the Governing Documents that the various provisions thereof which are enforceable by the Master Association, AG-RW Phase I, or Master Declarant, or which govern the uses of the Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(ii) The Master Association is not empowered, nor has it been created, to act as a Person which enforces or ensures compliance with the Laws, or prevents tortious activities, actions, or omissions; and

(iii) Any provisions of the Governing Documents setting forth the uses of Assessments which relate to health, safety, and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of Master Declarant, the Board, or the Master Association to protect or further the health, safety, or welfare of any Person(s), even if Assessment funds are chosen to be used for such reason.

Each Member and Owner (by virtue of the Owner's acceptance of title to the Owner's Lot) and each other Person having an interest in or lien upon, or making any use of, said Lot, or any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Section 21 and shall be deemed to have automatically and irrevocably waived any and all rights, claims, demands, and causes of action against the Master Association, the Board, AG-RW Phase I, the Officers, and Master Declarant and arising from or connected with any matter for which the liability of the Master Association, the Board, AG-RW Phase I, the Officers, or Master Declarant has been disclaimed in this Section 21 or herein generally.

As used in this Section 21, the words "Master Association", "AG-RW Phase I", and "Master Declarant" shall each include within their meanings all of the respective directors, officers, committees and board members, employees, agents, contractors, subcontractors (including without limitation management companies), and successors and assigns of each.

22. NOT A PUBLIC DEDICATION. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property or the Community to the general public or for the general public or for any public purposes whatsoever, it being the intention of Master Declarant that this Master Declaration shall be strictly limited to and for the purposes herein expressed.

23. BREACH SHALL NOT PERMIT TERMINATION. No breach of this Master Declaration shall entitle any Member or Owner to cancel, rescind, or otherwise terminate this Master Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Member or Owner may have hereunder by reason of any breach of this Master Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any Mortgage, but such covenants or restrictions shall be binding upon and effective against such Owner of any of said Property or any portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise.

24. SEVERABILITY. If any term, clause, or provision of any Governing Document is deemed by a court of law, a mediator, or an arbitrator, as illegal, invalid, or unenforceable under any present or future Law, or illegal, invalid, or unenforceable as applied in a particular instance or situation, such determination shall not affect the validity of the other terms, clauses, or provisions of the Governing Document, or other valid applications of the same term, clause, or provision to a different instance or situation. It is the express intention and desire of Master Declarant and the Master Association that if any such term, clause, or provision of any Governing Document is held to be illegal, invalid, or unenforceable, there shall be added in lieu thereof a provision as similar in terms to such term, clause, or provision as is possible and is legal, valid and enforceable.

25. ATTORNEYS' FEES. In the event of the institution of any legal proceedings for any violation or threatened violation of any of the terms, covenants, restrictions and conditions contained herein or in the other Governing Documents, or for the collection of any sums due and payable hereunder, or for the foreclosures of any liens provided for herein, the prevailing party shall be entitled to recover all

reasonable costs and expenses incurred in connection with such litigation, specifically including, but not limited to reasonable attorneys' fees, which costs and fees shall also include those caused by reason of any appellate proceeding, re-hearing or otherwise, from the non-prevailing party.

26. NOTICE. Any notices required to be given hereunder to any Member or Owner shall be given by either (i) personal delivery; (ii) certified mail, postage prepaid, return receipt requested; or (iii) overnight courier service that provides a receipt evidencing delivery of packages such as Federal Express. The notices to the Owners shall be sent to the addresses appearing in their respective Recorded deeds, and notices to the Master Declarant shall be sent to the Master Declarant's address set forth in the initial paragraph of this Master Declaration or, if applicable, to an assignee's address contained in any Recorded assignment instrument, or, in the event an address is not contained in the deed of conveyance or is no longer the current address of the addressee, at the option of the party sending the notice, same may be delivered to any Improvement constructed on the Lot owned by the Owner. Notices shall not be deemed to have been delivered to the intended addressee until same are actually delivered to the location identified by the address. Notwithstanding anything in the foregoing to the contrary, any notice required to be given hereunder to any Owner of any Lot for which a Sub-Association has been formed shall be deemed given upon delivery thereof to such Sub-Association at the address of the principal office of such Sub-Association as established in the records of the Secretary of State, State of Florida.

27. NEGATION OF PARTNERSHIP. None of the terms or provisions of this Master Declaration shall be deemed to create a partnership between or among the Owners, Members, or Master Declarant, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Owner and Member shall be considered a separate Owner and Member respectively, and no such Owner or Member shall have the right to act as an agent for another Owner or Member unless expressly authorized to do so herein or by separate instrument signed by the parties to be charged.

28. INTERPRETATION. The provisions of the Governing Documents shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Master Association, the Community, and the Property; the preservation of the value of the Property; and the protection of Master Declarant's and AG-RW Phase I's rights, benefits, and privileges herein contemplated in the Constituent Documents, and under the Act to the fullest extent permitted by Florida Law. If there is or should there ever be any conflicts between Florida Law and the terms and provisions of the Governing Documents, or between the terms and provisions of more than one Governing Document, then the following order of priority and governance shall prevail, but only as necessary to resolve such specific conflict(s): (a) Florida Law; (b) this Master Declaration; (c) any Supplemental Declaration (in the event that there are multiple Supplemental Declarations, then the order of priority and governance of such Supplemental Declarations shall be based upon Recording order); (d) the Articles; (e) the Bylaws; and (f) the Rules and Regulations. If a Governing Document of a higher priority and governance, as established above, is amended in such a way that the terms and provisions of such Governing Document conflict with the terms and provisions of any lower priority Governing Documents, as established above, then the lower priority Governing Documents shall be deemed automatically and simultaneously amended with the amendment of the higher priority Governing Document, so that such lower priority Governing Documents may be read and interpreted to be consistent with the higher priority Governing Document. In no event shall any lower priority Governing Documents be amended if such amendment would conflict with the terms and provisions of any higher priority Governing Document, and any such purported amendment shall be automatically ineffective and void. The Governing Documents apply to all Members and Occupants. Notwithstanding that this Master Declaration was prepared, initially, at the direction of the Master Declarant, and notwithstanding any rule of construction to the contrary, this Master Declaration shall not be more strictly construed against the Master Declarant and/or any of its Affiliates than against any other Person.

29. CONFLICT. This Master Declaration shall take precedence over any inconsistent or conflicting provisions in the Articles and Bylaws. The Articles shall take precedence over the Bylaws and the Bylaws shall take precedence over any Rules and Regulations.

30. TIME. Time is of the essence of this Master Declaration.

31. WAIVER. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any Covenant of this Master Declaration shall be construed as a waiver of any preceding or succeeding breach of the same or any other Covenant or condition of this Master Declaration.

32. NON-MERGER. Notwithstanding any applicable law or legal concept or theory, no interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby shall be deemed to merge with any other interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby. Notwithstanding any applicable legal principle or theory including, but not limited to, the principle generally known as "merger," the ownership of the entirety of the lands defined as the "Property" by the same Person at the same time shall not result in or cause the termination of this Master Declaration and, likewise, ownership by the same Person at the same time of both the benefitted and burdened lands associated with any of the Easements shall not result in or cause the termination of any of such Easements.

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IN WITNESS WHEREOF, Master Declarant has duly executed this Master Declaration as of the Effective Date.

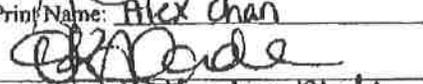
Signed, sealed and delivered in the presence of:

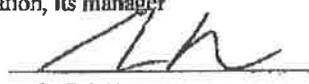
AG-RW PHASE I:

AG-RW Windermere Phase I, LLC,  
a Delaware limited liability company

By: AG-RW Windermere Parent, LLC, a Delaware  
limited liability company, its sole member

By: AG Real Estate Manager, Inc., a Delaware  
corporation, its manager

  
Print Name: Alex Chan  
  
Print Name: Katharine Alade

By:   
Name: LOUIS FRIEDEL  
Title: VICE PRESIDENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2012, by \_\_\_\_\_, the \_\_\_\_\_ of AG Real Estate Manager, Inc., a Delaware corporation, the manager of AG-RW Windermere Parent, LLC, a Delaware limited liability company, the sole member of AG-RW Windermere Phase I, LLC, a Delaware limited liability company, on behalf of said entities. He/She (check appropriate box)  is personally known to me or  has produced his/her State of \_\_\_\_\_ driver's license as identification.

SEE ATTACHED  
CERTIFICATE

(NOTARY SEAL OR STAMP)

Name: \_\_\_\_\_  
Title: Notary Public  
My Commission Expires: \_\_\_\_\_

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ACKNOWLEDGMENT

State of California  
County of LOS ANGELES

On JAN. 09, 2012 before me, RANDOLPH EDELMAN, Notary Public  
(insert name and title of the officer)

personally appeared LOUIS FRIEDEL  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Randolph Edelman (Seal)

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

MASTER DECLARATION

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 01-09-2012

(Additional information)

**JOINDER AND CONSENT**  
**-OF-**  
**AG-RW WINDERMERE LAND, LLC**

AG-RW WINDERMERE LAND, LLC, a Delaware limited liability company ("AG-RW Land"), whose post office address is c/o Angelo Gordon & Co., L.P., 245 Park Ave., 26th Floor, New York, NY 10167, for all purposes stated in the foregoing Master Declaration of Covenants, Conditions and Easements for Windermere Trails (the "Master Declaration"), and desiring to encumber and subject AG-RW Land's portion of the Property (as that term is defined in the Declaration) to the Declaration, hereby consents to and joins into the Master Declaration, and hereby authorizes the recording of the Declaration in the Public Records of Orange County, Florida.

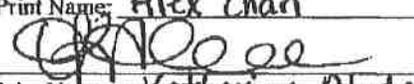
Signed, sealed and delivered in the presence of:

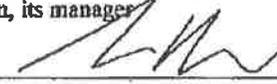
AG-RW LAND:

AG-RW Windermere Land, LLC,  
a Delaware limited liability company

By: AG-RW Windermere Parent, LLC, a Delaware limited liability company, its sole member

By: AG Real Estate Manager, Inc., a Delaware corporation, its manager

  
Print Name: Alex Chan  
  
Print Name: Katharine Alade

By:   
Name: \_\_\_\_\_  
Title: LOUIS FRIEDEL  
VICE PRESIDENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of January, 2012, by \_\_\_\_\_, the \_\_\_\_\_ of AG Real Estate Manager, Inc., a Delaware corporation, the manager of AG-RW Windermere Parent, LLC, a Delaware limited liability company, the sole member of AG-RW Windermere Land, LLC, a Delaware limited liability company, on behalf of said entities. He/She (check appropriate box)  is personally known to me or  has produced his/her State of \_\_\_\_\_ driver's license as identification.

*SEE ATTACHED*

Name: \_\_\_\_\_  
Title: Notary Public  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL OR STAMP)

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ACKNOWLEDGMENT

State of California  
County of LOS ANGELES

On JAN. 09, 2012 before me, RANDOLPH EDELMAN NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared Louis Filiovec  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Randolph Edelman (Seal)

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

JOINDER AND CONSENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 01-09-2012

(Additional information)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lots 109 through 115, Lots 136 through 149, Lots 177 through 202, Lots 234 through 297, Lots 378 through 534, of Windermere Trails Phase I, according to the Plat thereof as recorded in Plat Book 76, Pages 76 through 89, of the Public Records of Orange County, Florida.

AND

Tracts 'C', 'J', 'ZZ', 'G', 'H', 'YY', and 'N', Windermere Trails Phase 1, according to the plat thereof as recorded in Plat Book 76, Pages 76 through 89, inclusive, of the Public Records of Orange County, Florida.

EXHIBIT "B"

ARTICLES

[See Next Page]

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
WINDERMERE TRAILS HOMEOWNERS ASSOCIATION, INC.,  
A FLORIDA NOT FOR PROFIT CORPORATION**

**ARTICLE I  
NAME**

The name of this corporation shall be WINDERMERE TRAILS HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in these Articles of Incorporation ("Articles") as the "Association."

**ARTICLE II  
DURATION**

Existence of the Association shall commence with the filing of these Articles with the Florida Department of State Division of Corporations. The Association shall have perpetual existence.

**ARTICLE III  
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized for the purpose of enforcing, and fulfilling the objectives and purposes stated in, the MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR WINDERMERE TRAILS (the "Master Declaration") to be recorded in the Public Records of Orange County, Florida. Capitalized terms used above or herein without definition shall have the same meanings given to such terms in the Master Declaration. The Association shall have all the powers of a not for profit corporation organized under Chapter 617 of the laws of the State of Florida, subject, however, only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. Unless otherwise specifically prohibited by the Governing Documents or Florida law, any and all functions, duties and powers of the Association shall be fully transferable in whole or in part. Any instrument affecting such a transfer shall specify the duration thereof and an express means and method of revocation. The Association is not formed for pecuniary profit and the Association shall not pay dividends, and no part of any income or assets of the Association shall be distributed to its Members, Directors, or Officers.

**ARTICLE IV  
PRINCIPAL OFFICE**

The initial principal office and mailing address of the Association is located at 25A Hanover Road, Suite 310, Florham Park, NJ 07932.

**ARTICLE V  
REGISTERED OFFICE AND AGENT**

C T Corporation System, whose address is 1200 South Pine Island Road, Plantation, FL 33324, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

**ARTICLE VI**  
**MEMBERSHIP**

Each Person which qualifies as a Member of the Association in accordance with the Master Declaration shall be a Member of the Association, and such membership shall carry all rights, restrictions, benefits, interests and limitations granted pursuant to the Governing Documents.

**ARTICLE VII**  
**VOTING RIGHTS**

7.1 A Member's right to vote shall vest immediately upon such Member's qualification for membership as provided in the Master Declaration and these Articles. All voting rights of a Member shall be exercised in accordance with and subject to the restrictions and limitations provided in the Governing Documents.

7.2 Except as provided otherwise in the Master Declaration or these Articles, a quorum at Member meetings shall consist of seventy-five percent (75%) of the total voting interests of the Members of the Association, whether represented in person or by proxy. Subject to any contrary provision or requirement contained in the Master Declaration, if a quorum is present, the affirmative vote of a majority of voting interests of the Members represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members, except when approval by a greater vote is required by the Governing Documents or by Florida law. When a specified item of business is required to be voted upon by a particular class of Members, a majority of the voting interests such class of Members shall constitute a quorum for the transaction of such item of business by that class, unless provided to the contrary in the Articles, in the Master Declaration, or otherwise required by Florida law. After a quorum has been established at a meeting, the subsequent withdrawal of a Member so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

**ARTICLE VIII**  
**BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors who shall be appointed or elected pursuant to the provisions of the Master Declaration and the Bylaws. The number of Directors constituting the initial Board of Directors shall be five (5). The names and addresses of the persons who are to act in the capacity of initial Directors until the election and qualification of their successors are:

<u>Name</u>	<u>Address</u>
Brett H. Owings	25A Hanover Road, Suite 310, Florham Park, NJ 07932
Louis Friedel	2000 Avenue of the Stars, Suite 1020, Los Angeles, CA 90067
Jonathan Grebow	25A Hanover Road, Suite 310, Florham Park, NJ 07932
Clint Szubinski	5337 Millenia Lakes Blvd., Suite 160, Orlando, FL 32839
Mike Plotnick	25A Hanover Road, Suite 310, Florham Park, NJ 07932

**OFFICERS**

The affairs of the Association shall be administered by the Officers. The names and addresses of the persons who are to act in the capacity of Officers until the appointment/election and qualification of their successors are:

Jonathan Grebow - President; 25A Hanover Road, Suite 310, Florham Park, NJ 07932  
Louis Friedel - Vice President; 2000 Avenue of the Stars, Suite 1020, Los Angeles, CA 90067  
Brett H. Owings - Secretary/Treasurer; 25A Hanover Road, Suite 310, Florham Park, NJ 07932

**ARTICLE IX**  
**AMENDMENT**

These Articles may be changed, amended or modified at any time and from time to time, by the Members, Master Declarant, or the Board, in the same manner as the Members, Master Declarant, or the Board may change, amend or modify the Master Declaration, as set forth in the Master Declaration.

**ARTICLE X**  
**INDEMNIFICATION**

10.1 Every Director and every Officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' and other professionals' fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, or having served at the Master Declarant's or the Association's request as a director or officer of any other Person, whether or not he so serves the Association at the time such expenses are incurred, regardless of by whom the proceeding is brought, except in relation to matters as to which any such Director or Officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

10.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding, if authorized by a majority of the Directors, only upon receipt of a written agreement or undertaking by or on behalf of such Director or Officer to repay such amounts if it shall ultimately be determined that such Director or Officer is not to be indemnified by the Association as authorized by these Articles.

10.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any Person who is or was a Director or Officer, or is or was serving at the request of the Master Declarant or the Association as a director or officer of another Person, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

**ARTICLE XI**  
**BYLAWS**

The first Bylaws of the Association shall be adopted by the Master Declarant and may be altered, amended or rescinded in the manner provided in the Bylaws.

**ARTICLE XII**  
**INCONSISTENCY**

In the event of any inconsistency between the terms and provisions contained in the Master Declaration and those contained in these Articles, the terms and provisions of the Master Declaration shall prevail.

**ARTICLE XIII**  
**NON-STOCK CORPORATION**

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that in the Board's discretion, membership in the Association may, from time to time, be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

[SIGNATURE ON NEXT PAGE]

EXHIBIT "C"

BYLAWS

[See Next Page]

**AMENDED AND RESTATED BYLAWS  
OF  
WINDERMERE TRAILS HOMEOWNERS ASSOCIATION, INC.  
A FLORIDA NOT FOR PROFIT CORPORATION**

1. Definitions. Unless otherwise indicated to the contrary, all capitalized terms used above or herein without definition shall have the meaning given such term in the MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR WINDERMERE TRAILS ("Master Declaration") or the Articles of Incorporation. For ease of reference, WINDERMERE TRAILS HOMEOWNERS ASSOCIATION, INC., shall hereinafter be referred to as the "Association".

2. Seal. Any seal of the Association shall bear the name of the Association, the word, "Florida", the words, "Not For Profit Corporation", and the year of incorporation of the Association.

3. Members.

3.1 Membership and Voting Rights. Entitlement to membership in, and the voting rights of each Member of, the Association shall be as set forth in the Master Declaration and the Articles, and the manner of exercising such voting rights shall be as set forth therein and in these Bylaws.

4. Members Meetings.

4.1 Annual Members Meetings. The annual meeting of the Members ("Annual Meeting") shall be held at such place, at such time, and on such date each year as is from time to time designated by the Board and for the purpose of transacting any business authorized or required to be transacted by the Members. Unless otherwise required by Florida law, notice of an Annual Meeting need not include a description of the purpose or purposes for which the meeting is called. Failure to hold an Annual Meeting timely shall in no way affect the terms of Officers or Directors or the validity of actions of the Master Declarant (under the Master Declaration), the Directors, the Officers or the Association.

4.2 Special Members' Meetings.

(a) Special meetings of the Members ("Special Meetings") may be called by any one of the following persons or groups:

- (1) The President;
- (2) A majority of the Directors;
- (3) Any Member;
- (4) The Owners representing at least twenty percent (20%) of the Lots; or
- (5) The Master Declarant, so long as Master Declarant has the right to elect at least a single Director pursuant to the Master Declaration.

(b) Business conducted at a Special Meeting is limited to the purposes described in the notice of the meeting.

4.3 Notice of a Special Meeting must include a description of the purpose or purposes for which the meeting is called.

4.4 Notice of Membership Meetings. The Association shall give all Members actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the Members not less than 14 days prior to the meeting; provided, however, that a Member must consent in writing to receiving notice by electronic transmission. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice on behalf of the Association, and shall be filed upon execution among the official records of the Association.

4.5 Defects in Notice, Etc. Waived by Attendance. A Member may waive any notice required by the Master Declaration, the Articles, or these Bylaws before or after the date and time stated in the notice. The waiver must be in writing, signed by the Member entitled to receive the notice, and be delivered to the Association for the inclusion in the meeting minutes or filing with the Association records. A Member's attendance at the meeting waives objection to lack of notice or defect of notice of the meeting, unless the Member, at the beginning of the meeting, objects to holding the meeting or transacting business at the meeting. A Member's attendance at a meeting also serves to waive objection to the consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to the consideration of the matter when it is presented.

4.6 Right to Speak. Members (but not Owners) have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. The Association may adopt Rules and Regulations governing the frequency, duration, and other manner of the Members' statements, which Rules and Regulations must be consistent with applicable law.

4.7 Adjournment. Adjournment of an Annual Meeting or Special Meeting to a different date, time, or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to applicable law. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

4.8 Recording. Any Member may tape record or videotape meetings of the Board or of the Members. The Board may adopt Rules and Regulations governing the taping of meetings of the Board and the membership.

4.9 Order of Business. The order of business at Annual Meetings, and as far as practicable at all other Member meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of Officers.
- (e) Reports of committees.
- (f) Appointment/Election of Directors (as applicable).

- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

5. Board of Directors.

5.1 Number, Appointment/Election and Term. Except as otherwise set forth in the Governing Documents with regard to appointments/elections by Master Declarant and Meritage prior to Turnover, the Directors shall be elected at the Annual Meeting and at each Annual Meeting thereafter, by a plurality of the votes cast at such election using a straight voting method for each seat on the Board to be filled, and shall hold office until the next succeeding Annual Meeting. Despite the expiration of a Director's term, each Director shall hold office for the term for which he is elected and until his successor shall have been duly elected and qualified, until there is a decrease in the number of Directors, or until his earlier resignation, removal from office or death.

5.2 Recall/Removal. Any member of the Board may be recalled and removed from office with or without cause by an agreement in writing, or by written ballot without a membership meeting, or by a majority of the total voting interests of the Members, all in accordance with the provisions set forth in the Governing Documents and the Florida law. Any Director that is an employee, contractor, or agent of Master Declarant, and that was either appointed to the Board by Master Declarant, or elected to the Board by the Class "B" Member, shall, simultaneous with the termination of such Director's status as an employee, contractor, or agent of Master Declarant, be deemed to have willingly resigned said Director's position on the Board and shall be deemed automatically removed from the Board, without any action being necessary or required by the resigning/removed Director, the Master Declarant, the Association, or the Class "B" Member. Upon such automatic resignation and removal of such Director, Master Declarant or the Class "B" Member, as applicable, shall have the sole right and option to appoint or elect a replacement Director via the same method of appointment or election that previously placed the resigned and removed Director on the Board. Prior to Turnover, any Director that is an employee, contractor, or agent of Meritage, and that was either appointed to the Board by Meritage, or elected to the Board by Meritage, shall, simultaneous with the termination of such Director's status as an employee, contractor, or agent of Meritage, be deemed to have willingly resigned said Director's position on the Board and shall be deemed automatically removed from the Board, without any action being necessary or required by the resigning/removed Director, the Master Declarant, the Association, or the Meritage. Upon such automatic resignation and removal of such Director, Meritage, prior to Turnover, shall have the sole right and option to appoint or elect a replacement Director via the same method of appointment or election that previously placed the resigned and removed Director on the Board.

5.3 Directors Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.4 Vacancy. Except with regard to any Directors that Master Declarant, the Class "B" Member, or Meritage has the right to appoint/elect pursuant to the Governing Documents, the vacancies of which may only be filled by, as applicable, Master Declarant, the Class "B" Member, or Meritage, any vacancy occurring on the Board shall be filled by the Members in accordance with the Articles and these Bylaws.

A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of the predecessor in office..

A vacancy that will occur at a specific later date, by reason of a resignation effective at such later date, may be filled before the vacancy occurs. However, the new Director may not take office until the vacancy occurs.

6. Meetings of Directors.

6.1 Meetings. A meeting of the Board occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board shall be open to the Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notwithstanding any other law, meetings between the Board or a committee and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to the Members other than Directors. Notices of all Board meetings must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. Notice of meetings of the Directors may be given by electronic transmission in a manner authorized by law for meetings of the Board and committee meetings requiring notice; provided, however, a Member must consent in writing to receiving notice by electronic transmission. An Assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. Notwithstanding anything to the contrary contained in the Master Declaration and the Articles, if 25% of the Lot Owners petitions the Board to address an item of business, the Board shall at its next Regular Meeting or at a Special Board Meeting, but not later than 60 days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14-day notice requirement stated above. Other than addressing the petitioned item at the Meeting, the Board is not obligated to take any other action requested by the petition.

6.2 Regular Meetings. Regular meetings of the Board ("Regular Meetings") shall be held at least quarterly without notice to Directors at such place and hour as may be fixed from time to time by resolution of the Board; provided, however, that (a) no such Regular Meeting shall be scheduled on any day that is a legal holiday; and (b) so long as the Class "B" Member has the right to appoint or elect all Members of the Board, the Board is not required to hold regular meetings unless otherwise required by applicable law.

6.3 Special Meetings. Special meetings of the Directors ("Special Board Meetings") may be called by the President, by any Director, or by the Master Declarant.

6.4 Defects in Notice, etc. Waived by Attendance. Notice of a meeting of the Board need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

6.5 Telephone Participation. Members of the Board may participate in Board meetings by means of a conference telephone, or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at such meeting.

6.6 Quorum. A quorum at Directors meetings shall consist of a majority of all votes of the entire Board. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board, except where approval by a greater number of Directors is required under Florida law.

6.7 Adjourned Meetings. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors.

6.8 Presiding Officer. The presiding officer of Board meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the Directors present shall designate one Director to preside. Unless otherwise required by Florida law, attendees at Board meetings other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on their behalf by a Director. In such case, the presiding officer may limit the time any such individual may speak.

6.9 Powers and Duties of Board of Directors. Except as otherwise provided in the Master Declaration, the Articles or herein, all of the powers and duties of the Association existing under Chapter 617 of the Florida Statutes, the Master Declaration, the Articles, and these Bylaws, shall be exercised by the Board, subject only to approval by Members when such is specifically required.

6.10 Action Upon Written Consent Without a Meeting. Unless otherwise prohibited by Florida law, action of the Board may be taken without a meeting upon the written consent signed by all members of the Board. Any such action without a meeting shall be effective on the date the last Board member signs the consent or on such date as is specified in the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board.

7. Officers.

7.1 Officers and Election. The Officers shall, at a minimum, be a President, who shall be selected from the Board of Directors, a Vice President, a Treasurer, and a Secretary. Any Officer that is an employee, contractor, or agent of the Class "B" Member, and that was either appointed or elected to office by the Class "B" Member, shall, simultaneous with the termination of such Officer's status as an employee, contractor, or agent of Master Declarant, be deemed to have willingly resigned said Officer's positions and shall be deemed automatically removed from said office(s), without any action being necessary or required by the resigning/removed Officer, the Master Declarant, the Association, or the Class "B" Member. Upon such automatic resignation and removal of such Officer, the Class "B" Member shall have the sole right and option to appoint or elect a replacement Officer via the same method of appointment or election that previously placed the resigned and removed Officer in office.

7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

7.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the

President and exercise such other powers and perform such other duties as shall be prescribed by the Board or the President.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall keep the official records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation and as may be required by the Directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the official books of the Association in accordance with good accounting practices and provide for collection of Assessments; and he shall perform all other duties incident to the office of Treasurer of a corporation. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 Compensation. Officers shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association. In addition, managers or management companies may be compensated as determined by the board from time to time.

8. Books and Records.

8.1 The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- (a) A copy of the Bylaws.
- (b) A copy of the Articles.
- (c) A copy of the Master Declaration.
- (d) A copy of the current Rules and Regulations of the Association.
- (e) Minutes of all meetings of its Members and Directors, a record of all actions taken by the Members or Board without a meeting, and a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes. The Association shall keep the foregoing items of this subparagraph (e) in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of the Board and of the Members must be retained for at least seven (7) years.
- (f) All of the association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
- (g) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility.

(h) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

(1) Accurate, itemized, and detailed records of all receipts and expenditures.

(2) All tax returns, financial statements, and financial reports of the Association.

(3) Any other records that identify, measure, record, or communicate financial information.

(4) As applicable, a copy of the disclosure summary described in Section 720.401(1) of the Florida Statutes.

(5) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

(6) All other documents or information that the Association is required to maintain or retain pursuant to Florida law.

8.2 The official records of the Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or Owners or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for such access. This subsection may be complied with by having a copy of the official records available for inspection or copying on the Property. If the Association has a photocopy machine available where the official records are maintained, it must provide Members or Owners with copies on request during the inspection if the entire request is limited to no more than 25 pages. The Association may adopt reasonable Rules and Regulations governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not require a Member or Owner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a Member's or Owner's right to inspect records to less than one 8-hour business day per month. The Association may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association may charge up to 50 cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside vendor or Association management company personnel and may charge the actual cost of copying, including any reasonable costs involving personnel fees and charges at an hourly rate for vendor or employee time to cover administrative costs to the vendor or Association. The Association shall maintain an adequate number of copies of the Master Declaration, the Articles and the Bylaws, to ensure their availability to Members and Owners and prospective Members and Owners. Notwithstanding this subparagraph, the following records are not accessible to Members or Owners:

(a) Any record protected by the lawyer-client privilege as described in Section 90.502 of the Florida Statutes and any record protected by the work-product privilege, including, but not limited to, any record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and which was prepared exclusively for civil or criminal litigation, or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation

or imminent adversarial administrative proceedings until the conclusion of the litigation or administrative proceedings.

(b) Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a Lot.

(c) Personnel records of the Association's employees, including, but not limited to, disciplinary, payroll, health, and insurance records.

(d) Medical records of Owners or residents of the Property.

(e) Social security numbers, driver's license numbers, credit card numbers, electronic mailing addresses, telephone numbers, emergency contact information, any addresses for any Member or Owner, and other personal identifying information of any person, excluding the person's name, parcel designation, mailing address, and property address.

(f) Any electronic security measure that is used by the Association to safeguard data, including passwords.

(g) The software and operating system used by the Association which allows the manipulation of data, even if the Member or Owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the other Governing Documents shall be supplemented by the following provisions.

9.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

(a) Current Expense. The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the Assessments for current expense for the succeeding year or to fund Reserves if elected by the Board. This may include but not be limited to:

- (1) Professional, administration and management fees and expenses;
- (2) Any taxes charged to or assessed against the Association or any real or personal property of the Association;
- (3) Insurance costs;
- (4) Administrative and salary expenses;
- (5) Operating capital; and
- (6) Other expenses.

(b) Reserve for Deferred Maintenance. If required by law or by the Board from time to time, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) Reserve for Replacement. If required by law or by the Board from time to time, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board shall adopt such Budgets as are required by the Master Declaration.

9.3 Assessments. Assessments against the Members for their shares of the items of the Operating Budget shall be made in accordance with the provisions of the Master Declaration.

9.4 Depository. The depository of the Association will be such banks in the County as shall be designated from time to time by the Directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the Directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this subsection shall supersede the provisions hereof.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with the Florida Not for Profit Corporation Act, the Governing Documents, the Rules and Regulations, or applicable Florida law.

11. Amendment. These Bylaws may be changed, amended or modified at any time and from time to time, by the Members, the Board, or the Master Declarant, in the same manner as the Members, the Board, or Master Declarant may change, amend or modify the Master Declaration, as set forth in the Master Declaration.

12. Pronouns. Whenever the context permits, the singular shall include the plural and one gender shall include all.

[SIGNATURES ON NEXT PAGE]

After recording return to:

Meritage Homes  
5337 Millenia Lakes Boulevard, Suite 410  
Orlando, FL 32839



**SUPPLEMENTAL DECLARATION TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS, AND RESTRICTIONS FOR  
WINDERMERE TRAILS**

**THIS SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR WINDERMERE TRAILS** (this "Supplemental Declaration") is made as of the 9<sup>th</sup> day of September, 2014 by **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation ("Master Declarant"), whose address is 5337 Millenia Lakes Boulevard, Suite 410, Orlando, Florida 32839.

**WITNESSETH:**

**WHEREAS**, AG-RW WINDERMERE PHASE I, LLC, a Delaware limited liability company ("AG-RW Phase I") executed and recorded that certain Master Declaration of Covenants, Conditions, Easements, and Restrictions for Windermere Trails, dated January 11, 2012, and recorded on January 19, 2012, in Official Records Book 10320, Page 3231; as affected by that certain Supplement and Amendment to Master Declaration of Covenants, Conditions, Easements, and Restrictions for Windermere Trails recorded April 19, 2013 in Official Records Book 10557, Page 2228, Public Records of Orange County, Florida; and as affected by that certain Corrective Supplement and Amendment to Master Declaration of Covenants, Conditions, Easements, and Restrictions for Windermere Trails recorded June 6, 2013 in Official Records Book 10581, Page 3531 Public Records of Orange County, Florida (collectively, and as may be amended, the "Master Declaration"); and

**WHEREAS**, pursuant to Section 2(oo) of the Master Declaration, AG-RW Phase I assigned its rights as "Master Declarant" under the Master Declaration to Master Declarant pursuant to that certain Assignment of Declarant Rights in favor of Meritage Homes of Florida, Inc., recorded April 17, 2013 in Official Records Book 10555, Page 4836, Public Records of Orange County Florida; and

**WHEREAS**, pursuant to Section 3 of the Master Declaration, Master Declarant may, from time to time prior to Turnover (as defined in the Master Declaration), cause all or any portion of the Potential Additional Property (as defined in the Master Declaration) to be subjected to the jurisdiction of the Master Declaration and to become a part of the Property (as defined in the Master Declaration); and

**WHEREAS**, Declarant is the owner of the real property located in Orange County, Florida as more particularly described on Exhibit A attached hereto and made a part hereof ("Windermere Trails Phase 3A"); and

**WHEREAS**, Windermere Trails Phase 3A is part of the Additional Property.

**NOW, THEREFORE**, Declarant hereby declares that:

1. The foregoing recitals are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Master Declaration.

2. Windermere Trails Phase 3A is hereby made a part of the Property and shall be held, sold and conveyed subject to the Master Declaration, including this Supplemental Declaration, which shall run with the Property (including, without limitation, Windermere Trails Phase 3A), and the jurisdiction of the Master Association is hereby extended to Windermere Trails Phase 3A.

3. Tracts P-1, P-2, SH-7, OS-1, and OS-2 as shown on the Plat of Windermere Trails Phase 3A, recorded in Plat Book 83, Page(s) 01, of the public records of Orange County, Florida (the "Plat"), shall be "Common Areas" (as such term is defined in the Declaration). Per note 6 on the Plat, the 14' wide bike trail easement shown thereon shall be an "Area of Common Responsibility" (as such term is defined in the Declaration).

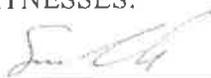
4. This Supplemental Declaration shall be binding on all parties having any right, title, or interest in the Property or any part thereof (including, without limitation, Windermere Trails Phase 3A), their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

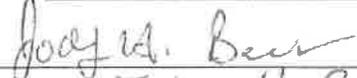
**IN WITNESS WHEREOF**, the Master Declarant has executed this Supplemental Declaration as of the date first set forth above.

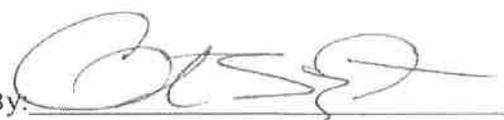
Signed, sealed, and delivered  
in the presence of

**MERITAGE HOMES OF FLORIDA, INC.**,  
a Florida corporation

WITNESSES:

  
\_\_\_\_\_  
Name: Tom Ellis

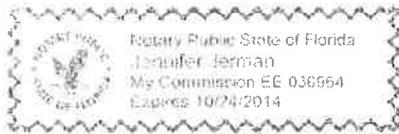
  
\_\_\_\_\_  
Name: Jody W. Bass

  
\_\_\_\_\_  
By: \_\_\_\_\_  
Name: Clint Szubinski  
Title: Division President

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9 day of SEPTEMBER 2014, by Clint Szubinski, as Division President of **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation, on behalf of the corporation. He is personally known to me or [ ] has produced a driver's license as identification.

(NOTARY SEAL)



A handwritten signature in black ink, appearing to read 'Jennifer Jerman', written over a horizontal line.

NOTARY SIGNATURE

JENNIFER JERMAN  
PRINTED NOTARY SIGNATURE  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: EE036964  
My Commission Expires: 10/24/14

EXHIBIT "A"

LEGAL DESCRIPTION OF WINDERMERE TRAILS PHASE 3A

A parcel of land comprising a portion of Tract C and a portion of public right-of-way known as Lookout Pointe Drive all according to the plat of WINDERMERE TRAILS PHASE 1 as recorded in Plat Book 76, Pages 76 through 89 of the Public Records of Orange County, Florida together with an unplatted portion of Section 36, Township 23 South, Range 27 East.

BEGIN at the South-west corner of Tract J, said plat of WINDERMERE TRAILS PHASE 1; thence run South 61°36'26" West for a distance of 131.10 feet to a point on the Easterly line of a Conservation Easement recorded in Official Records Book 10216, Page 5889 of said Public Records; thence run the following courses along said Easterly line, also being in parts the Southerly and Westerly lines of Tract C of aforesaid WINDERMERE TRAILS PHASE 1; North 39°47'37" West for a distance of 31.94 feet; thence run North 17°13'42" West for a distance of 175.15 feet; thence run North 71°23'58" West for a distance of 143.16 feet; thence run South 56°46'00" West for a distance of 39.76 feet; thence run North 81°35'33" West for a distance of 40.34 feet; thence run North 20°02'59" West for a distance of 62.24 feet; thence run South 75°50'58" West for a distance of 120.66 feet; thence run South 83°28'05" West for a distance of 10.06 feet; thence run South 78°50'44" West for a distance of 59.25 feet; thence run South 66°15'36" West for a distance of 85.65 feet; thence run South 67°00'55" West for a distance of 80.59 feet; thence run South 60°35'23" West for a distance of 102.52 feet; thence run North 46°32'35" West for a distance of 88.36 feet; thence run South 82°44'36" West for a distance of 128.25 feet; thence run South 60°13'54" West for a distance of 97.50 feet; thence run North 85°13'56" West for a distance of 27.75 feet; thence run North 08°03'00" West for a distance of 42.26 feet; thence run North 42°25'43" West for a distance of 16.89 feet; thence run North 61°28'36" East for a distance of 39.26 feet; thence run North 19°10'48" East for a distance of 64.70 feet; thence run North 19°04'07" East for a distance of 163.24 feet; thence run North 41°58'06" East for a distance of 63.51 feet; thence run North 21°45'17" East for a distance of 90.49 feet; thence run North 62°17'46" East for a distance of 65.54 feet; thence run North 23°16'21" West for a distance of 76.33 feet; thence run North 18°32'56" East for a distance of 132.44 feet; thence run North 00°42'26" West for a distance of 143.95 feet; thence run North 08°54'34" West for a distance of 115.30 feet to the Northwest corner of aforesaid Tract C; thence departing the Easterly line of aforesaid Conservation Easement also being aforesaid Westerly line of Tract C run North 56°41'52" East in part along the North line of said Tract C, for a distance of 48.68 feet to a point on a non tangent curve concave Northeasterly and having a radius of 1100.00 feet, a chord bearing of South 33°08'10" East and a chord length of 6.38 feet; thence run Southeasterly along the arc of said curve through a central angle of 0°19'57" for an arc distance of 6.38 feet to a point on a non tangent line; thence run South 38°51'52" East for a distance of 28.50 feet to a point on the Southerly right-of-way line of Silverlake Park Drive according to aforesaid plat of WINDERMERE TRAILS PHASE 1; thence run North 51°08'08" East along said Southerly right-of-way line for a distance of 555.82 feet to a point on the Westerly right-of-way line of Powder Ridge Trail, also being a point of curvature of a curve concave Southerly and having a radius of 5.00 feet, a chord bearing of South 83°51'52" East and a chord length of 7.07 feet; thence departing said Southerly right-of-way line run Southeasterly

along said Westerly right-of-way line and the arc of said curve through a central angle of 90°00'00" for an arc distance of 7.85 feet to a point of tangency; thence continuing along said Westerly right-of-way line run South 38°51'52" East for a distance of 408.98 feet to a point of curvature of a curve concave Northeasterly and having a radius of 2025.00 feet, a chord bearing of South 43°04'39" East and a chord length of 297.52 feet; thence run Southeasterly along the arc of said curve through a central angle of 8°25'32" for an arc distance of 297.79 feet to a point of tangency; thence run South 47°17'25" East for a distance of 252.30 feet to a point on the Northerly line of aforesaid Tract J, WINDERMERE TRAILS PHASE 1, also being a point on a non tangent curve concave Southeasterly and having a radius of 975.00 feet, a chord bearing of South 41°55'27" West and a chord length of 124.89 feet; thence run Southwesterly along the arc of said curve through a central angle of 7°20'39" for an arc distance of 124.98 feet to a point of tangency; thence run South 38°15'08" West for a distance of 423.96 feet to a point of curvature of a curve concave Easterly and having a radius of 5.00 feet, a chord bearing of South 05°00'38" East and a chord length of 6.85 feet; thence run Southerly along the arc of said curve through a central angle of 86°31'31" for an arc distance of 7.55 feet to a point of reverse curvature of a curve concave Southwesterly and having a radius of 490.00 feet, a chord bearing of South 36°19'44" East and a chord length of 202.82 feet; thence run Southeasterly along the arc of said curve through a central angle of 23°53'20" for an arc distance of 204.30 feet to a point of compound curvature of a curve concave Westerly and having a radius of 1055.00 feet, a chord bearing of South 24°17'02" East and a chord length of 3.70 feet; thence run Southerly along the arc of said curve through a central angle of 0°12'04" for an arc distance of 3.70 feet to a point of reverse curvature of concave Northeasterly and having a radius of 5.00 feet, a chord bearing of South 71°17'17" East and a chord length of 7.33 feet; thence run Southeasterly along the arc of said curve through a central angle of 94°12'34" for an arc distance of 8.22 feet to the POINT OF BEGINNING.

LESS AND EXCEPT

Tract BBB, WINDERMERE TRAILS PHASE 1 according to the plat thereof as recorded in Plat Book 76, Pages 76 through 89 of the Public Records of Orange County, Florida.

Contains 22.48 acres more or less.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
WINDERMERE TRAILS HOMEOWNERS ASSOCIATION, INC.,  
A FLORIDA NOT FOR PROFIT CORPORATION**

**ARTICLE I**  
**NAME**

The name of this corporation shall be WINDERMERE TRAILS HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in these Articles of Incorporation ("Articles") as the "Association."

**ARTICLE II**  
**DURATION**

Existence of the Association shall commence with the filing of these Articles with the Florida Department of State Division of Corporations. The Association shall have perpetual existence.

**ARTICLE III**  
**PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized for the purpose of enforcing, and fulfilling the objectives and purposes stated in, the MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR WINDERMERE TRAILS (the "Master Declaration") to be recorded in the Public Records of Orange County, Florida. Capitalized terms used above or herein without definition shall have the same meanings given to such terms in the Master Declaration. The Association shall have all the powers of a not for profit corporation organized under Chapter 617 of the laws of the State of Florida, subject, however, only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. Unless otherwise specifically prohibited by the Governing Documents or Florida law, any and all functions, duties and powers of the Association shall be fully transferable in whole or in part. Any instrument affecting such a transfer shall specify the duration thereof and an express means and method of revocation. The Association is not formed for pecuniary profit and the Association shall not pay dividends, and no part of any income or assets of the Association shall be distributed to its Members, Directors, or Officers.

**ARTICLE IV**  
**PRINCIPAL OFFICE**

The initial principal office and mailing address of the Association is located at 25A Hanover Road, Suite 310, Florham Park, NJ 07932.

**ARTICLE V**  
**REGISTERED OFFICE AND AGENT**

C T Corporation System, whose address is 1200 South Pine Island Road, Plantation, FL 33324, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

**ARTICLE VI**  
**MEMBERSHIP**

Each Person which qualifies as a Member of the Association in accordance with the Master Declaration shall be a Member of the Association, and such membership shall carry all rights, restrictions, benefits, interests and limitations granted pursuant to the Governing Documents.

**ARTICLE VII**  
**VOTING RIGHTS**

7.1 A Member's right to vote shall vest immediately upon such Member's qualification for membership as provided in the Master Declaration and these Articles. All voting rights of a Member shall be exercised in accordance with and subject to the restrictions and limitations provided in the Governing Documents.

7.2 Except as provided otherwise in the Master Declaration or these Articles, a quorum at Member meetings shall consist of seventy-five percent (75%) of the total voting interests of the Members of the Association, whether represented in person or by proxy. Subject to any contrary provision or requirement contained in the Master Declaration, if a quorum is present, the affirmative vote of a majority of voting interests of the Members represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members, except when approval by a greater vote is required by the Governing Documents or by Florida law. When a specified item of business is required to be voted upon by a particular class of Members, a majority of the voting interests such class of Members shall constitute a quorum for the transaction of such item of business by that class, unless provided to the contrary in the Articles, in the Master Declaration, or otherwise required by Florida law. After a quorum has been established at a meeting, the subsequent withdrawal of a Member so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

**ARTICLE VIII**  
**BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors who shall be appointed or elected pursuant to the provisions of the Master Declaration and the Bylaws. The number of Directors constituting the initial Board of Directors shall be five (5). The names and addresses of the persons who are to act in the capacity of initial Directors until the election and qualification of their successors are:

<u>Name</u>	<u>Address</u>
Brett H. Owings	25A Hanover Road, Suite 310, Florham Park, NJ 07932
Louis Friedel	2000 Avenue of the Stars, Suite 1020, Los Angeles, CA 90067
Jonathan Grebow	25A Hanover Road, Suite 310, Florham Park, NJ 07932
Clint Szubinski	5337 Millenia Lakes Blvd., Suite 160, Orlando, FL 32839
Mike Plotnick	25A Hanover Road, Suite 310, Florham Park, NJ 07932

**OFFICERS**

The affairs of the Association shall be administered by the Officers. The names and addresses of the persons who are to act in the capacity of Officers until the appointment/election and qualification of their successors are:

Jonathan Grebow - President; 25A Hanover Road, Suite 310, Florham Park, NJ 07932

Louis Friedel - Vice President; 2000 Avenue of the Stars, Suite 1020, Los Angeles, CA 90067

Brett H. Owings - Secretary/Treasurer; 25A Hanover Road, Suite 310, Florham Park, NJ 07932

#### ARTICLE IX AMENDMENT

These Articles may be changed, amended or modified at any time and from time to time, by the Members, Master Declarant, or the Board, in the same manner as the Members, Master Declarant, or the Board may change, amend or modify the Master Declaration, as set forth in the Master Declaration.

#### ARTICLE X INDEMNIFICATION

10.1 Every Director and every Officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' and other professionals' fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, or having served at the Master Declarant's or the Association's request as a director or officer of any other Person, whether or not he so serves the Association at the time such expenses are incurred, regardless of by whom the proceeding is brought, except in relation to matters as to which any such Director or Officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

10.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding, if authorized by a majority of the Directors, only upon receipt of a written agreement or undertaking by or on behalf of such Director or Officer to repay such amounts if it shall ultimately be determined that such Director or Officer is not to be indemnified by the Association as authorized by these Articles.

10.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any Person who is or was a Director or Officer, or is or was serving at the request of the Master Declarant or the Association as a director or officer of another Person, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

**ARTICLE XI**  
**BYLAWS**

The first Bylaws of the Association shall be adopted by the Master Declarant and may be altered, amended or rescinded in the manner provided in the Bylaws.

**ARTICLE XII**  
**INCONSISTENCY**

In the event of any inconsistency between the terms and provisions contained in the Master Declaration and those contained in these Articles, the terms and provisions of the Master Declaration shall prevail.

**ARTICLE XIII**  
**NON-STOCK CORPORATION**

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that in the Board's discretion, membership in the Association may, from time to time, be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

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**AMENDED AND RESTATED BYLAWS  
OF  
WINDERMERE TRAILS HOMEOWNERS ASSOCIATION, INC.  
A FLORIDA NOT FOR PROFIT CORPORATION**

1. Definitions. Unless otherwise indicated to the contrary, all capitalized terms used above or herein without definition shall have the meaning given such term in the MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR WINDERMERE TRAILS ("Master Declaration") or the Articles of Incorporation. For ease of reference, WINDERMERE TRAILS HOMEOWNERS ASSOCIATION, INC., shall hereinafter be referred to as the "Association".

2. Seal. Any seal of the Association shall bear the name of the Association, the word, "Florida", the words, "Not For Profit Corporation", and the year of incorporation of the Association.

3. Members.

3.1 Membership and Voting Rights. Entitlement to membership in, and the voting rights of each Member of, the Association shall be as set forth in the Master Declaration and the Articles, and the manner of exercising such voting rights shall be as set forth therein and in these Bylaws.

4. Members Meetings.

4.1 Annual Members Meetings. The annual meeting of the Members ("Annual Meeting") shall be held at such place, at such time, and on such date each year as is from time to time designated by the Board and for the purpose of transacting any business authorized or required to be transacted by the Members. Unless otherwise required by Florida law, notice of an Annual Meeting need not include a description of the purpose or purposes for which the meeting is called. Failure to hold an Annual Meeting timely shall in no way affect the terms of Officers or Directors or the validity of actions of the Master Declarant (under the Master Declaration), the Directors, the Officers or the Association.

4.2 Special Members' Meetings.

(a) Special meetings of the Members ("Special Meetings") may be called by any one of the following persons or groups:

- (1) The President;
- (2) A majority of the Directors;
- (3) Any Member;
- (4) The Owners representing at least twenty percent (20%) of the

Lots; or

(5) The Master Declarant, so long as Master Declarant has the right to elect at least a single Director pursuant to the Master Declaration.

(b) Business conducted at a Special Meeting is limited to the purposes described in the notice of the meeting.

4.3 Notice of a Special Meeting must include a description of the purpose or purposes for which the meeting is called.

4.4 Notice of Membership Meetings. The Association shall give all Members actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the Members not less than 14 days prior to the meeting; provided, however, that a Member must consent in writing to receiving notice by electronic transmission. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice on behalf of the Association, and shall be filed upon execution among the official records of the Association.

4.5 Defects in Notice, Etc. Waived by Attendance. A Member may waive any notice required by the Master Declaration, the Articles, or these Bylaws before or after the date and time stated in the notice. The waiver must be in writing, signed by the Member entitled to receive the notice, and be delivered to the Association for the inclusion in the meeting minutes or filing with the Association records. A Member's attendance at the meeting waives objection to lack of notice or defect of notice of the meeting, unless the Member, at the beginning of the meeting, objects to holding the meeting or transacting business at the meeting. A Member's attendance at a meeting also serves to waive objection to the consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to the consideration of the matter when it is presented.

4.6 Right to Speak. Members (but not Owners) have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. The Association may adopt Rules and Regulations governing the frequency, duration, and other manner of the Members' statements, which Rules and Regulations must be consistent with applicable law.

4.7 Adjournment. Adjournment of an Annual Meeting or Special Meeting to a different date, time, or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to applicable law. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

4.8 Recording. Any Member may tape record or videotape meetings of the Board or of the Members. The Board may adopt Rules and Regulations governing the taping of meetings of the Board and the membership.

4.9 Order of Business. The order of business at Annual Meetings, and as far as practicable at all other Member meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of Officers.
- (e) Reports of committees.
- (f) Appointment/Election of Directors (as applicable).

- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

5. Board of Directors.

5.1 Number, Appointment/Election and Term. Except as otherwise set forth in the Governing Documents with regard to appointments/elections by Master Declarant and Meritage prior to Turnover, the Directors shall be elected at the Annual Meeting and at each Annual Meeting thereafter, by a plurality of the votes cast at such election using a straight voting method for each seat on the Board to be filled, and shall hold office until the next succeeding Annual Meeting. Despite the expiration of a Director's term, each Director shall hold office for the term for which he is elected and until his successor shall have been duly elected and qualified, until there is a decrease in the number of Directors, or until his earlier resignation, removal from office or death.

5.2 Recall/Removal. Any member of the Board may be recalled and removed from office with or without cause by an agreement in writing, or by written ballot without a membership meeting, or by a majority of the total voting interests of the Members, all in accordance with the provisions set forth in the Governing Documents and the Florida law. Any Director that is an employee, contractor, or agent of Master Declarant, and that was either appointed to the Board by Master Declarant, or elected to the Board by the Class "B" Member, shall, simultaneous with the termination of such Director's status as an employee, contractor, or agent of Master Declarant, be deemed to have willingly resigned said Director's position on the Board and shall be deemed automatically removed from the Board, without any action being necessary or required by the resigning/removed Director, the Master Declarant, the Association, or the Class "B" Member. Upon such automatic resignation and removal of such Director, Master Declarant or the Class "B" Member, as applicable, shall have the sole right and option to appoint or elect a replacement Director via the same method of appointment or election that previously placed the resigned and removed Director on the Board. Prior to Turnover, any Director that is an employee, contractor, or agent of Meritage, and that was either appointed to the Board by Meritage, or elected to the Board by Meritage, shall, simultaneous with the termination of such Director's status as an employee, contractor, or agent of Meritage, be deemed to have willingly resigned said Director's position on the Board and shall be deemed automatically removed from the Board, without any action being necessary or required by the resigning/removed Director, the Master Declarant, the Association, or the Meritage. Upon such automatic resignation and removal of such Director, Meritage, prior to Turnover, shall have the sole right and option to appoint or elect a replacement Director via the same method of appointment or election that previously placed the resigned and removed Director on the Board.

5.3 Directors Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.4 Vacancy. Except with regard to any Directors that Master Declarant, the Class "B" Member, or Meritage has the right to appoint/elect pursuant to the Governing Documents, the vacancies of which may only be filled by, as applicable, Master Declarant, the Class "B" Member, or Meritage, any vacancy occurring on the Board shall be filled by the Members in accordance with the Articles and these Bylaws.

A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of the predecessor in office..

A vacancy that will occur at a specific later date, by reason of a resignation effective at such later date, may be filled before the vacancy occurs. However, the new Director may not take office until the vacancy occurs.

6. Meetings of Directors.

6.1 Meetings. A meeting of the Board occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board shall be open to the Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notwithstanding any other law, meetings between the Board or a committee and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to the Members other than Directors. Notices of all Board meetings must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. Notice of meetings of the Directors may be given by electronic transmission in a manner authorized by law for meetings of the Board and committee meetings requiring notice; provided, however, a Member must consent in writing to receiving notice by electronic transmission. An Assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. Notwithstanding anything to the contrary contained in the Master Declaration and the Articles, if 25% of the Lot Owners petitions the Board to address an item of business, the Board shall at its next Regular Meeting or at a Special Board Meeting, but not later than 60 days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14-day notice requirement stated above. Other than addressing the petitioned item at the Meeting, the Board is not obligated to take any other action requested by the petition.

6.2 Regular Meetings. Regular meetings of the Board ("Regular Meetings") shall be held at least quarterly without notice to Directors at such place and hour as may be fixed from time to time by resolution of the Board; provided, however, that (a) no such Regular Meeting shall be scheduled on any day that is a legal holiday; and (b) so long as the Class "B" Member has the right to appoint or elect all Members of the Board, the Board is not required to hold regular meetings unless otherwise required by applicable law.

6.3 Special Meetings. Special meetings of the Directors ("Special Board Meetings") may be called by the President, by any Director, or by the Master Declarant.

6.4 Defects in Notice, etc. Waived by Attendance. Notice of a meeting of the Board need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

6.5 Telephone Participation. Members of the Board may participate in Board meetings by means of a conference telephone, or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at such meeting.

6.6 Quorum. A quorum at Directors meetings shall consist of a majority of all votes of the entire Board. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board, except where approval by a greater number of Directors is required under Florida law.

6.7 Adjourned Meetings. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors.

6.8 Presiding Officer. The presiding officer of Board meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the Directors present shall designate one Director to preside. Unless otherwise required by Florida law, attendees at Board meetings other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on their behalf by a Director. In such case, the presiding officer may limit the time any such individual may speak.

6.9 Powers and Duties of Board of Directors. Except as otherwise provided in the Master Declaration, the Articles or herein, all of the powers and duties of the Association existing under Chapter 617 of the Florida Statutes, the Master Declaration, the Articles, and these Bylaws, shall be exercised by the Board, subject only to approval by Members when such is specifically required.

6.10 Action Upon Written Consent Without a Meeting. Unless otherwise prohibited by Florida law, action of the Board may be taken without a meeting upon the written consent signed by all members of the Board. Any such action without a meeting shall be effective on the date the last Board member signs the consent or on such date as is specified in the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board.

## 7. Officers.

7.1 Officers and Election. The Officers shall, at a minimum, be a President, who shall be selected from the Board of Directors, a Vice President, a Treasurer, and a Secretary. Any Officer that is an employee, contractor, or agent of the Class "B" Member, and that was either appointed or elected to office by the Class "B" Member, shall, simultaneous with the termination of such Officer's status as an employee, contractor, or agent of Master Declarant, be deemed to have willingly resigned said Officer's positions and shall be deemed automatically removed from said office(s), without any action being necessary or required by the resigning/removed Officer, the Master Declarant, the Association, or the Class "B" Member. Upon such automatic resignation and removal of such Officer, the Class "B" Member shall have the sole right and option to appoint or elect a replacement Officer via the same method of appointment or election that previously placed the resigned and removed Officer in office.

7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

7.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the

President and exercise such other powers and perform such other duties as shall be prescribed by the Board or the President.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall keep the official records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation and as may be required by the Directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the official books of the Association in accordance with good accounting practices and provide for collection of Assessments; and he shall perform all other duties incident to the office of Treasurer of a corporation. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 Compensation. Officers shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association. In addition, managers or management companies may be compensated as determined by the board from time to time.

8. Books and Records.

8.1 The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- (a) A copy of the Bylaws.
- (b) A copy of the Articles.
- (c) A copy of the Master Declaration.
- (d) A copy of the current Rules and Regulations of the Association.
- (e) Minutes of all meetings of its Members and Directors, a record of all actions taken by the Members or Board without a meeting, and a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes. The Association shall keep the foregoing items of this subparagraph (e) in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of the Board and of the Members must be retained for at least seven (7) years.
- (f) All of the association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
- (g) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility.

(h) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

- (1) Accurate, itemized, and detailed records of all receipts and expenditures.
- (2) All tax returns, financial statements, and financial reports of the Association.
- (3) Any other records that identify, measure, record, or communicate financial information.
- (4) As applicable, a copy of the disclosure summary described in Section 720.401(1) of the Florida Statutes.
- (5) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.
- (6) All other documents or information that the Association is required to maintain or retain pursuant to Florida law.

8.2 The official records of the Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or Owners or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for such access. This subsection may be complied with by having a copy of the official records available for inspection or copying on the Property. If the Association has a photocopy machine available where the official records are maintained, it must provide Members or Owners with copies on request during the inspection if the entire request is limited to no more than 25 pages. The Association may adopt reasonable Rules and Regulations governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not require a Member or Owner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a Member's or Owner's right to inspect records to less than one 8-hour business day per month. The Association may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association may charge up to 50 cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside vendor or Association management company personnel and may charge the actual cost of copying, including any reasonable costs involving personnel fees and charges at an hourly rate for vendor or employee time to cover administrative costs to the vendor or Association. The Association shall maintain an adequate number of copies of the Master Declaration, the Articles and the Bylaws, to ensure their availability to Members and Owners and prospective Members and Owners. Notwithstanding this subparagraph, the following records are not accessible to Members or Owners:

(a) Any record protected by the lawyer-client privilege as described in Section 90.502 of the Florida Statutes and any record protected by the work-product privilege, including, but not limited to, any record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and which was prepared exclusively for civil or criminal litigation, or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation

or imminent adversarial administrative proceedings until the conclusion of the litigation or administrative proceedings.

(b) Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a Lot.

(c) Personnel records of the Association's employees, including, but not limited to, disciplinary, payroll, health, and insurance records.

(d) Medical records of Owners or residents of the Property.

(e) Social security numbers, driver's license numbers, credit card numbers, electronic mailing addresses, telephone numbers, emergency contact information, any addresses for any Member or Owner, and other personal identifying information of any person, excluding the person's name, parcel designation, mailing address, and property address.

(f) Any electronic security measure that is used by the Association to safeguard data, including passwords.

(g) The software and operating system used by the Association which allows the manipulation of data, even if the Member or Owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the other Governing Documents shall be supplemented by the following provisions.

9.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

(a) Current Expense. The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the Assessments for current expense for the succeeding year or to fund Reserves if elected by the Board. This may include but not be limited to:

- (1) Professional, administration and management fees and expenses;
- (2) Any taxes charged to or assessed against the Association or any real or personal property of the Association;
- (3) Insurance costs;
- (4) Administrative and salary expenses;
- (5) Operating capital; and
- (6) Other expenses.

(b) Reserve for Deferred Maintenance. If required by law or by the Board from time to time, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) Reserve for Replacement. If required by law or by the Board from time to time, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board shall adopt such Budgets as are required by the Master Declaration.

9.3 Assessments. Assessments against the Members for their shares of the items of the Operating Budget shall be made in accordance with the provisions of the Master Declaration.

9.4 Depository. The depository of the Association will be such banks in the County as shall be designated from time to time by the Directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the Directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this subsection shall supersede the provisions hereof.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with the Florida Not for Profit Corporation Act, the Governing Documents, the Rules and Regulations, or applicable Florida law.

11. Amendment. These Bylaws may be changed, amended or modified at any time and from time to time, by the Members, the Board, or the Master Declarant, in the same manner as the Members, the Board, or Master Declarant may change, amend or modify the Master Declaration, as set forth in the Master Declaration.

12. Pronouns. Whenever the context permits, the singular shall include the plural and one gender shall include all.

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